

**AGENDA
OF BUSINESS TO BE BROUGHT BEFORE THE MEETING
OF THE CITY COUNCIL OF ELMHURST, ILLINOIS, 209 NORTH YORK
TUESDAY, FEBRUARY 22, 2011
7:30 P.M.**

- 1. Call to Order /Pledge of Allegiance/Roll Call**
- 2. Union Pacific Railroad Safety Improvements at Elmhurst Metra Station – Director of Public Affairs Wesley Lujan and Sr. Representative of Community Affairs Demetri Skoufis**
- 3. Receipt of Written Communications and Petitions from the Public**
- 4. Public Forum**
- 5. Consent Agenda**
 - a. Minutes of the Regular Meeting Held on Monday, February 7, 2011 (City Clerk Spencer): Approve as published
 - b. Minutes of the Executive Session Held on Monday, February 7, 2011 (City Clerk Spencer): Receive and place on file.
 - c. Accounts Payable – February 22, 2011 Total \$ 872,093.69
 - d. Vehicle Sticker Discount for the Disabled (Mayor DiCianni): Refer to the Finance, Council Affairs and Administrative Services Committee
 - e. DuPage Mayors & Managers Conference 2011 Legislative Action Program (City Manager Borchert): Refer to the Finance, Council Affairs and Administrative Services Committee
 - f. Report – Wastewater Treatment Facility Main Digester and Process Building Boilers (PW&B)
 - g. Report – 2011 AMR Unit Purchase (PW&B)
 - h. Report – Squad Car Purchase (PA&S)
 - i. O-05-2011 – An Ordinance Approving a Sixth Amendment to Lease By and Between MLRP 388 Carol LLC, as Successor-in-Interest to 388 Carol Lane, L.L.C., and the City of Elmhurst, Illinois for Storage of Elmhurst Historical Society Museum Collection Material at the Property Commonly Known as 388 carol Lane, Elmhurst, Illinois
 - j. MCO-01-2011 – An Ordinance to Amend Article V Entitled “Driving, Overtaking and Passing,” and Article VI Entitled, “Special Stops,” of Chapter 44 Entitled, “Motor Vehicles and Traffic,” of the Municipal Code of the City of Elmhurst, Illinois (Replacing Yield Signs With Stop Signs at the Eastbound and Westbound Jackson Street Approaches to Prospect Avenue)
 - k. R-04-2011 – A Resolution to Approve and Authorize the Execution of an Agreement for the Development of a Building Energy Efficiency Program By and Between the City of Elmhurst and Camp Dresser & McKee, Inc.
 - l. R-05-2011 – A Resolution to Approve and Authorize the Execution of a Professional Consulting Services Agreement By and Between Transystems Corporation and the City of Elmhurst
 - m. R-06-2011 – A Resolution Authorizing the Revocation of the Notice of Award for the 2010 Sidewalk Repair Program and the Issuance of a Notice of Award for the 2011 Spring Sidewalk Repair Program (Slabjacking) In the City of Elmhurst, Illinois
- 6. Committee Reports**
 - a. Report – Comprehensive Stormwater Plan Engineering Proposal (PW&B)
- 7. Reports and Recommendations of Appointed and Elected Officials**
 - a. Updates (Mayor DiCianni)
 - b. Status of Progress on Stormwater Comprehensive Plan (City Manager Borchert)

8. Resolutions

- a. R-07-2011 – A Resolution to Approve and Authorize the Execution of a Professional Engineering Services Agreement By and Between Christopher B. Burke Engineering LTD., RJN Group, Inc. and the City of Elmhurst

9. Other Business

10. Announcements

11. Adjournment

PLEASE NOTE:

- Electronic Communication Devices may be "on," but must be set to a silent /vibrate mode.
- Individuals must exit the Council Chambers when using Electronic Communication Devices to send or receive audio or text messages.
- Any person who has a disability requiring a reasonable accommodation to participate in this meeting, should contact Valerie Johnson, ADA Compliance Officer, Monday through Friday, 9:00 a.m. to 4:30 p.m., City of Elmhurst, 209 N. York Street, Elmhurst, IL 60126, or call 630-530-8095 TDD, within a reasonable time before the meeting. Requests for a qualified interpreter require five (5) working days' advance notice.

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF THE ELMHURST, ILLINOIS
HELD ON MONDAY, FEBRUARY 7, 2011
209 NORTH YORK STREET
ELMHURST, ILLINOIS**

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**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF ELMHURST, ILLINOIS
HELD ON MONDAY, FEBRUARY 7, 2011
209 NORTH YORK STREET
ELMHURST, ILLINOIS**

EXECUTIVE SESSION 7:15 P.M. – PENDING LITIGATION

1. Executive session was called to order at 7:25 p.m. by Mayor DiCianni for the purpose of discussing Pending Litigation.

Present: Diane Gutenkauf, Pat Shea, Norman Leader, Susan J. Rose, Michael J. Bram, Stephen Hipskind, Kevin L. York, Scott Levin, Chris Healy, Steve Morley, Mark A. Mulliner, Patrick Wagner

Absent: Paula Pezza, Jim Kennedy

Also in attendance: City Treasurer Dyer, City Attorney Storino, City Manager Borchert, Fire Chief/Assistant City Manager Kopp

Alderman Gutenkauf moved to convene into executive session for the purpose of discussing Pending Litigation. Alderman Bram seconded. Roll call vote:

Ayes: Gutenkauf, Bram, Shea, Leader, Rose, Hipskind, York, Levin, Healy, Morley, Mulliner, Wagner

Nays: None

12 ayes, 0 nays, 2 absent
Motion duly carried

Alderman Morley moved to adjourn executive session. Alderman Levin seconded. Voice vote. Motion carried. Executive session adjourned at 7:38 p.m.

CALL TO ORDER/PLEDGE OF ALLEGIANCE/ROLL CALL

Attendance: 38

2. The Regular Meeting of the Elmhurst City Council was called to order by Mayor DiCianni at 7:45 p.m. Before the roll call Mayor DiCianni asked for a moment of silence in honor of Deacon John Maloney from Mary Queen of Heaven parish:

Present: Diane Gutenkauf, Paula Pezza, Pat Shea, Norman Leader, Susan J. Rose, Michael J. Bram, Stephen Hipskind, Kevin L. York, Scott Levin, Chris Healy, Steve Morley, Jim Kennedy, Mark A. Mulliner, Patrick Wagner

Absent: None.

Also in Attendance: City Treasurer Dyer, City Attorney Storino, City Manager Borchert, Fire Chief/Assistant City Manager Kopp, Public Works Director Hughes

SWEARING IN OF FIRE DEPARTMENT PERSONNEL – LIEUTENANT TIM LISOWSKI

3. Mayor DiCianni invited Fire Fighter Tim Lisowski and his family to join him at the podium while the Mayor administered the Oath of Office promoting Lisowski to Lieutenant. Mayor DiCianni swore in Tim Lisowski to the rank of Lieutenant in the Elmhurst Fire Department.

RECOGNITION OF SERVICE – FORMER ALDERMAN, CHRIS NYBO

4. Mayor DiCianni and City Manager Borchert were joined at the podium to recognize former Alderman Chris Nybo. Alderman Nybo was elected Representative to the 41st District in the Illinois State House of Representatives in November 2010 and had to resign his office without a proper send off. Alderman Nybo was presented with a Distinguished Service Award for his service on the City Council from 2007-2010 and a rocking chair.

Representative Nybo stated he will bring the rocking chair with him to Springfield, encouraging Elmhurst residents to call or visit stating now there will always be a chair with their name on it. He praised the City of Elmhurst stating it is a great community.

Representative Nybo stated his door is always open. His local office is located at 318 Westmore Rd

Suite A., Lombard IL 60148. Or interested parties can contact him by phone (630)519-3652 or by email chris@chrisnybo.org.

ANNOUNCEMENT OF CHARACTER COUNTS PRESIDENT – DR. JOHN JEVITZ

5. Mayor DiCianni announced Dr. John Jevitz will be the new President of Character Counts in Elmhurst. Mayor DiCianni asked Dr. Jevitz to join him at the podium and give an overview of the goals for 2011.

Dr. Jevitz stated Character Counts is in the process of distributing 1,500 shirts. He stated athletes from Elmhurst College and approximately 130 additional volunteers will help with a fundraiser on February 11, 2011. Dr. Jevitz stated their goal is to have Character Counts decals to all residents by the October 24, 2011.

Dr. Jevitz thanked everyone for exemplifying Character Counts in Elmhurst.

RECEIPT OF WRITTEN COMMUNICATIONS AND PETITIONS FROM THE PUBLIC

6. Marilyn Arado, 912 S. Saylor submitted a letter to the City Council regarding ComEd service and continued problems and concerns in her neighborhood, pleading with Council to address the issue.

PUBLIC FORUM

7. Tom Cruse
868 Saylor Ave.
Elmhurst, IL 60126

Mr. Cruse thanked the Public Works Department for the outstanding snow removal job. He spoke regarding power outages in south Elmhurst, asking why his section of town cannot be connected to the new power grid for the new Elmhurst Hospital. He stated they cannot wait for upgrades until April, they need it right away.

Marilyn Arado
912 Saylor Ave.
Elmhurst, IL 60126

Spoke regarding ComEd service interruptions specifically the most recent which was the 3rd in 32 days. She asked Council for a solution to this ongoing problem.

Claude Pagacz
566 W. Gladys Ave.
Elmhurst, IL 60126

Spoke regarding the Mayor's State of Our City address stating that in the address the Mayor discussed the average income of residents. Mr. Pagacz stated that average does not ring true on his block. He asked what the City Manager and City Attorney think about the recent letter to the editor in a local newspaper regarding the Mayor.

Kathleen Sullivan
133 Pine St.
Elmhurst, IL 60126

Spoke regarding the lack of information from the City regarding the most recent storm event. She stated she was disappointed not to receive a robo-call, disappointed she didn't know about tonight's PW&B Committee meeting and disappointed in communication from the City in general. She asked Council to get working on the storm items and involving the task force.

Frank Sleyko
869 S. Saylor Ave.
Elmhurst, IL 60126

Spoke regarding the hidden costs of power interruptions such as power surges. He stated the personal cost to repair electronics is another "hidden tax."

CONSENT AGENDA

8. The following items on the Consent Agenda were presented:
- a. MINUTES OF THE REGULAR MEETING HELD ON TUESDAY, JANUARY 18, 2011 (City Clerk Spencer): Approve as published
 - b. MINUTES OF THE EXECUTIVE SESSION HELD ON MONDAY, JANUARY 31, 2011 (City Clerk Spencer): Receive and place on file.
 - c. ACCOUNTS PAYABLE – JANUARY 31, 2011 TOTAL \$ 1,595,779.72
 - d. CREATION OF A NEW TIF (NORTH ELMHURST) – ALDERMEN BRAM & PEZZA (City Manager Borchert): Refer to the Development, Planning and Zoning Committee

February 3, 2011

To: Mayor DiCianni and Members of the City Council
Re: Creation of a New TIF (North Elmhurst) – Aldermen Bram & Pezza

It is respectfully requested that the attached request regarding the creation of a new TIF in north Elmhurst be referred to the Development, Planning and Zoning Committee and the Economic Development Commission for evaluation and recommendation back to the City Council.

Respectfully submitted,
/s/ Thomas P. Borchert
City Manager

- e. PROPERTY TAX REBATE PROGRAM – ALDERMEN GUTENKAUF, MULLINER & LEADER (City Manager Borchert): Refer to the Finance, Council Affairs and Administrative Services Committee

January 27, 2011

To: Mayor DiCianni and Members of the City Council
Re: Property Tax Rebate Program – Aldermen Gutenkauf, Mulliner & Leader

It is respectfully requested that the attached request for a review of the Property Tax Rebate Program be referred to the Finance, Council Affairs and Administrative Services Committee for evaluation and recommendation back to the City Council.

Respectfully submitted,
/s/ Thomas P. Borchert
City Manager

- f. REPORT – 2011 ITEP STREETScape IMPROVEMENTS ENGINEERING PROPOSAL The following report of the Public Works and Buildings Committee was presented for passage:

January 24, 2011

To: Mayor DiCianni and Members of the City Council
RE: 2011 ITEP Streetscape Improvements Engineering Proposal

The Public Works and Buildings Committee met on Monday, January 24, 2011 to discuss a proposal received from TranSystems Corporation for professional engineering services for the design of streetscape improvements at various locations in the downtown area.

The completion of streetscape improvements at these locations will nearly complete the downtown streetscape plan which was implemented in the mid 1990's. The streetscape improvements include the construction of new curb and gutter and new brick paver sidewalk, construction of tree wells and installation of ornamental streetlights. Locations included in this project are listed below and shown on the attached map.

LOCATION

Addison Avenue (East Side)
103 W. Third Street

LIMITS

Second Street to Third Street
Third Street and York Street side (gas station)

Third Street (Both Sides)
277 & 281 N. York Street
S. York Street (West side)
S. York Street (Southeast corner)
165 S. York Street (East Side)
Addison Ave. Pedestrian Alley

York Street east to alley
York Street east side at North Avenue
South Palmer Drive to Virginia Street
at Palmer Drive
York Street Side (gas station)
Addison Avenue east to north-south alley

TranSystems assisted the City in the preparation of an Illinois Transportation Enhancement Program (ITEP) funding application. The ITEP grant is an 80/20 split (80% federal and 20% local match). The grant is for construction and construction engineering only. The City is paying for phase 1 and 2 engineering in an effort to move the project forward and show that the City is committed to this project. The present construction estimate is just over \$1.46 million and construction engineering estimated at \$102,000. The grant awarded is not to exceed \$1,165,200.

The proposed design engineering services will include project coordination including City, IDOT and public meetings, topographic survey, streetscape design, streetlight system analysis and design, development of pre-final and final contract plans and documents and bidding assistance.

TranSystems has proposed to do this work on a cost plus fixed fee basis with a total not to exceed \$73,186.93. See attached proposal for consultant services and fees. These rates are consistent with fees for professional services on similar projects. TranSystems has completed similar work for the City in the past on various City projects in a satisfactory and professional manner. Monies for this work have been provided in the FY 2011/2012 Budget, account number 310-0089-461-80-24.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the Design Engineering Proposal from TranSystems Corporation for the 2011 ITEP Streetscape Improvements in the amount not to exceed \$73,186.93, be accepted, and the City attorney be authorized to prepare a resolution approving a contract with TranSystems Corporation.

Respectfully submitted,
Public Works and Building Committee

/s/ Jim Kennedy
Chairman

/s/ Michael J. Bram
Vice-Chairman

/s/ Pat Shea

/s/ Chris Healy

- g. REPORT – 2010 SIDEWALK REPAIR PROGRAM (SLABJACKING) The following report of the Public Works and Buildings Committee was presented for passage:

January 24, 2011

TO: Mayor DiCianni and Members of the City Council

RE: 2010 Sidewalk Repair Program (Slabjacking)

The Public Works and Building Committee met on September 27, 2010 and on January 24, 2011 to discuss the 2010 Sidewalk Repair Program. This program is commonly referred to as the Slabjacking Program. Bid specifications were sent to four local companies. The project was advertised in local area newspapers. Two bids were received and are summarized below:

<u>Contractor</u>	<u>Unit Price</u>
Advantage 2 Concrete Raising, Aurora IL	\$1.40 per square foot
AAA Concrete Raising, Inverness IL	\$1.40 per square foot

This work utilizes hydraulic “jacking” to raise low sidewalk squares throughout the City. This methodology works well where sidewalk squares are un-cracked but have sunk and are no longer even with the adjacent squares. Slabjacking is the most cost effective way to repair uneven squares.

Page 10 of the Instructions for Bidders, Paragraph 11, provides that, “Tie bids will be decided by lot.” Therefore, the City invited the tie bidders to attend a blind drawing on Thursday, September 23, 2010. Advantage 2 Concrete Raising was selected in the lottery.

Subsequent to City Attorney review completed on November 16, 2010, it was found that Advantage 2 Concrete Raising did not meet bond and insurance requirements. As described on page 12 of the contract documents "Failure of the successful bidder to execute the contract and file acceptable bonds within 15 days after the contract has been mailed to the bidder is cause for cancellation of the award and forfeiture of the proposal guaranty." Advantage 2 Concrete Raising was given until January 15, 2011 to provide required bond and insurance coverage. These required documents were not submitted to the City and therefore the award to Advantage 2 Concrete Raising was cancelled.

Staff contacted the second bidder, AAA Concrete Raising, to determine if this contractor had interest in completing the project. AAA Concrete Raising agreed to hold their bid price of \$1.40 per square foot for the Spring 2011 Slabjacking construction project. AAA Concrete Raising has performed similar work for La Grange Park, Norridge, Park Ridge, Carol Stream and Batavia in a satisfactory manner.

Funds have been provided in the 2010/2011 budget, General Fund, Account Number 110-6041-432-30-69 in the amount of \$20,000. The current program list includes approximately 490 defective sidewalk squares which equates to a total cost of \$17,150.

It is therefore, the recommendation of the Public Works and Buildings Committee that the bid from Advantage 2 Concrete Raising be rejected and the unit price bid from AAA Concrete Raising be accepted. The Contractor's total amount of work shall not exceed the budget amount of \$20,000. It is also recommended that the City Attorney be authorized to draft a resolution for approving a contract with AAA Concrete Raising.

Respectfully submitted,
Public Works and Building Committee

/s/ Jim Kennedy
Chairman

/s/ Michael J. Bram
Vice-Chairman

/s/ Pat Shea

/s/ Chris Healy

- h. REPORT – 388 CAROL LANE – LEASE RENEWAL The following report of the Public Affairs and Safety Committee was presented for passage:

January 25, 2011

TO: Mayor DiCianni and Members of the City Council
RE: 388 Carol Lane – Lease Renewal

The Public Affairs & Safety Committee met on Monday, January 24, to discuss an extension for the lease at 388 Carol Lane. Director Bergheger was present to answer any committee questions

The City of Elmhurst currently leases property at 388 Carol Lane for the storage of collections of Elmhurst Historical Museum. The City has leased this property since May 1, 1999. The property provides space that is not available at any other City location for proper protection and care of the Historical Museum's artifacts.

The current lease has a 3 year option with an average rent of \$7.83 per square foot. To better reflect the current economy and rent for commercial property the City of Elmhurst asked to renegotiate the terms of the lease extension.

The Committee reviewed two extension options, Option A for a period of 26 months and Option B for a period of 65 months. Option A includes a 2-months free net rental and Option B includes a 5-months free net rental.

Option B provides for a highly competitive pricing structure for this rental property. The total net rental for the 65 months is \$185,164.01. It includes 5-months free net rental, an abatement of \$13,320.00 (\$2,664 x 5 months). Subtracting the abatement from the 65 month total base rent leaves \$171,844. The average rent per square foot without abatement is \$7.27, and the current rent per square foot with abatement is \$6.81. The Committee inquired as to how the new rates relate to current market rental rates for this area. The renegotiated rental terms are below market rents for this type of property.

It is, therefore, the recommendation of the Public Affairs & Safety Committee that the appropriate City officials are authorized to sign an agreement for Option B and extend the current lease for 388 Carol Lane through September 30, 2015.

Respectfully submitted,
Public Affairs and Safety Committee
/s/ Patrick Wagner
Chairman
/s/ Paula Pezza
/s/ Scott Levin

- i. O-02-2011 – AN ORDINANCE AUTHORIZING THE SALE BY AUCTION OF PERSONAL PROPERTY OWNED BY THE CITY OF ELMHURST

Ordinance O-02-2011 was presented for passage.

- j. O-03-2011 – AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A RECAPTURE AGREEMENT BY AND BETWEEN FAITH CHRISTIAN REFORMED CHURCH AND THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS

Ordinance O-03-2011 was presented for passage.

- k. O-04-2011 – AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A RECAPTURE AGREEMENT BY AND AMONG TIMOTHY PLACE NFP, CHRISTIAN HEALTHCARE NFP AND THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS

Ordinance O-04-2011 was presented for passage.

Alderman York moved to approve the contents of the Consent Agenda. Alderman Gutenkauf seconded. Roll call vote:

Ayes: York, Gutenkauf, Pezza, Shea, Leader, Rose, Bram, Hipskind, Levin, Healy, Morley, Kennedy, Mulliner, Wagner

Nays: None

Results: 14 ayes, 0 nays, 0 absent
Motion duly carried

REPORTS AND RECOMENDATIONS OF APPOINTED AND ELECTED OFFICIALS

9. a. UPDATES (Mayor DiCianni)

Mayor DiCianni stated letters will be going out to the Stormwater Task Force to provide an update. He stated the letter will ask each member to list the subcommittee they would like to serve on by priority. The five committees are as follows: Public Sanitary System Infrastructure, Stormwater System Public Infrastructure, Individual Home Flood-Proofing, ComEd and Electric Power, and Public Education.

Mayor DiCianni spoke of the most recent power outage. He stated ComEd responded quickly.

Mayor DiCianni addressed the comments made in Public Forum on why the robo call did not go out to all the residences in Elmhurst. He stated he would check with the vendor and find out what went wrong.

Mayor DiCianni announced an Open House, Public Input meeting on February 23, 2011 facilitated by Heidi Voorhees of Voorhees & Associates to hear from constituents on what they are looking for in a new City Manager. Mayor DiCianni reviewed the job duties of the City Manager and invited all residents to attend or submit their viewpoint online to Ms. Voorhees.

- b. STATUS OF PROGRESS ON STORMWATER COMPREHENSIVE PLAN (City Manager Borchert)

City Manager Borchert reported on Blizzard 2011. He stated the Governor is requesting Illinois be declared a State of Disaster.

The City Manager stated the City has surpassed the snow removal budget for this year. He stated the City has an agreement with the Elmhurst Stone Quarry to store hauled snow. City Manager Borchert

stated the Public Works Department did a good job and asked residents to report any dangerous situations to the Administration Office. The City Manager stated if the City qualifies for disaster aid up to 80% of the costs associated with Blizzard 2011 will be reimbursed to the City.

City Manager Borchert reported on the Public Works and Buildings Committee (PW&B) meeting held prior to tonight's Council meeting. He stated at the last PW&B Committee meeting it was announced that there would be a short meeting regarding the cash-flow status in order to be able to have this issue before the full City Council on February 22 with anticipated start time of March 1st.

Alderman Kennedy stated tonight was an informational sharing meeting of the PW&B Committee. He apologized for people who didn't know about the meeting. He stated the next PW&B Committee meeting they will review the Comprehensive Stormwater Plan Engineering Proposal and bring forth their recommendation to the full City Council.

Alderman Bram addressed the comment from Public Forum regarding communication. He stated communications have improved greatly though he has never received a rob-call from the City. He suggested information could be posted on the City website's homepage under News Flash and stated a meeting like tonight's PW&B Committee could have been publicized better.

Alderman Mulliner stated he was glad to hear a letter will be forthcoming to the task force. He stated several members have asked "what's next."

Alderman Mulliner stated a recommendation needs to be made directly to IL Attorney General, Lisa Madigan to resolve the ongoing problems with ComEd.

Mayor DiCianni thanked Public Works Director Hughes and the Public Works Department for the good, quick job they performed during Blizzard 2011.

OTHER BUSINESS

10. None.

ANNOUNCEMENTS

11. Alderman Gutenkauf stated this past fall Elmhurst's Safe Routes to School Committee (SRTS) was founded. Comprised of representatives from all elementary and middle schools, SRTS has completed a grant to the IL Department of Transportation for funds to enhance its efforts. Recently SRTS was recognized by the Active Transportation Alliance at their annual volunteer banquet. Hawthorne Representative, Keelie Witzel and SRTS Committee Chairman, Rebecca Clancy accepted the award on behalf of the larger committee. For more information visit www.saferoutesinfo.org. Residents are reminded that they can provide a safe route by ensuring that their sidewalks are clear and safe.

Alderman York thanked both the Public Works staff and the citizens & neighbors of Elmhurst who did an outstanding job during the winter storm event last week.

Alderman York congratulated Elmhurst resident Mark Wilson on his second PGA Tour Championship this year. Mr. Wilson won the Waste Management Phoenix Open Championship.

Alderman Kennedy thanked PW Director Hughes for delivering the best snow removal service in the Chicagoland area. He congratulated the PW Department on a job well done.

ADJOURNMENT

12. Alderman Morley moved to adjourn the meeting. Alderman Hipskind seconded. Voice vote. Motion carried. Meeting adjourned 8: 45 p.m.

Peter P. DiCianni III, Mayor

Patty Spencer, City Clerk

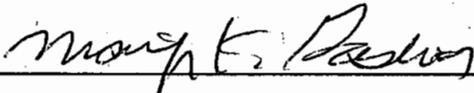
CITY OF ELMHURST

ACCOUNTS PAYABLE SUMMARY SHEET

FEBRUARY 22, 2011

	<u>REGULAR</u>	<u>INTERIM</u>	<u>TOTAL</u>
<u>CHECKS</u>			
GENERAL FUND	\$457,544.06	5,300.87	\$462,844.93
LIBRARY FUND	935.21	1,531.64	2,466.85
STORMWATER	8,157.29	-	8,157.29
REDEVELOPMENT	90,591.99	-	90,591.99
INDUSTRIAL DEVELOPMENT	75.00	-	75.00
RT 83 COMMERCIAL DEVELOPMENT	75.00	-	75.00
MUNICIPAL UTILITY FUND	290,356.05	10,417.66	300,773.71
PARKING REVENUE SYSTEM FUND	7,091.62	-	7,091.62
POLICE PENSION FUND	17.30	-	17.30
	<u>854,843.52</u>	<u>17,250.17</u>	<u>872,093.69</u>

FINANCE REVIEW



CITY MANAGER REVIEW



TO THE CITY TREASURER,

THE PAYMENT OF THE ABOVE LISTED AMOUNTS HAS BEEN APPROVED BY THE
CITY COUNCIL AT A MEETING HELD ON FEBRUARY 22, 2011 AND YOU ARE HEREBY
AUTHORIZED TO PAY THEM FROM THE APPROPRIATE BUDGET ACCOUNT.

MAYOR

CITY CLERK

ACCOUNTS PAYABLE INQUIRY

Please submit questions to Marilyn Gaston, Director of Finance and Administration, at marilyn.gaston@elmhurst.org. In addition to your question, include page number, vendor name, and dollar amount. Please submit questions as soon as possible, prior to 8:00 a.m. on the Monday of the City Council meeting, to allow for timely response.

BANK: 01

VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0012149	A ACCURATE DOOR SERVICE INC						
10195	009987		01 11/04/2010	510-6057-502.50-01	SHOP ROLLING DOOR REPAIR	CHECK #: 138666	3,792.57-
10195	009987		01 02/03/2011	510-6057-502.50-01	SHOP ROLLING DOOR REPAIR	CHECK #: 141322	3,792.57
52357	006822		01 02/22/2011	510-6057-502.50-01	BLDG#15 WEST OVERHEAD	237.50	
					VENDOR TOTAL *	237.50	
0000001	A-1 SANITARY RAG CO						
4332A	006978		01 02/22/2011	110-6041-432.40-98	OTHER/JANITORIAL SUPPLIES	45.15	
4332A	006979		01 02/22/2011	110-6043-434.40-98	OTHER/JANITORIAL SUPPLIES	45.15	
4332A	006980		01 02/22/2011	110-6044-435.40-98	OTHER/JANITORIAL SUPPLIES	45.15	
4332A	006982		01 02/22/2011	110-6047-512.40-24	OTHER/JANITORIAL SUPPLIES	135.45	
4332A	006981		01 02/22/2011	510-6052-501.40-98	OTHER/JANITORIAL SUPPLIES	45.15	
4332A	006983		01 02/22/2011	510-6057-502.40-24	OTHER/JANITORIAL SUPPLIES	135.45	
					VENDOR TOTAL *	451.50	
0014859	ABRAHAM LINCOLN PRESIDENTIAL LIBRY						
08448	007001		01 02/22/2011	110-7060-451.60-64	ELMHURST PRESS	139.50	
					VENDOR TOTAL *	139.50	
0016209	ACCESSDATA CORP						
00036134	007021		01 02/22/2011	110-2008-413.50-23	FTK MAINTENANCE	1,240.00	
					VENDOR TOTAL *	1,240.00	
0000009	ACE HARDWARE						
274505	006584		01 02/22/2011	110-2008-413.40-98	SUPER GLUE	4.04	
274669	006585		01 02/22/2011	110-5030-421.40-98	EVIDENCE SUPPLIES	87.41	
274583	006541		01 02/22/2011	110-6043-434.40-53	CABLING SUPPLIES	3.14	
274756	006832		01 02/22/2011	110-6043-434.50-08	RPLCMNT HOSE AND NOZZLE	34.63	
274758	006833		01 02/22/2011	110-6043-434.50-08	LONGER HOSE PURCHASED	25.19	
					VENDOR TOTAL *	154.41	
0008328	ADT SECURITY SERVICES, INC						
40357142	006781		01 02/22/2011	110-4021-425.50-98	PRORATED SVC CHARGES FOR	406.81	
40357143	006782		01 02/22/2011	110-4021-425.40-41	INSTALL OF 20 RADIOS	8,507.57	
					VENDOR TOTAL *	8,914.38	
0007472	AIRGAS NORTH CENTRAL						
105791678	006881		01 02/22/2011	110-6047-512.40-98	CENTRAL EQUIP MAINT	422.50	
					VENDOR TOTAL *	422.50	
0019010	AL PIEMONTE FORD SALES, INC						
492803	006705		01 02/22/2011	110-6047-512.50-16	TRK/PARTS PD-17	261.18	
					VENDOR TOTAL *	261.18	
0000016	ALEXANDER EQPT CO INC						
74301	006507		01 02/22/2011	110-6043-434.50-08	POWER PRUNER REPAIR	62.99	
74259	006706		01 02/22/2011	110-6047-512.50-16	TRK/PARTS PW82	180.45	
					VENDOR TOTAL *	243.44	
0004999	ALLIANCE PLBG & SEWER						

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0004999 JAN 2011	ALLIANCE PLBG & SEWER 006605			01 02/22/2011	110-4025-424.30-12	PLUMBING INSPECTIONS	2,072.70	
						VENDOR TOTAL *	2,072.70	
0000078 0551-008443928 551-008440170	ALLIED WASTE/REPUBLIC #551 006988 007022			01 02/22/2011 01 02/22/2011	110-6045-441.30-65 110-6045-441.30-65	RUBBISH REMOVAL JAN REFUSE COLLECTIONS	2,186.36 199,487.97	
						VENDOR TOTAL *	201,674.33	
0013770 5161	ALPINE SAP, INC - 006831	CAROL STREAM		01 02/22/2011	510-6050-501.30-52	CCCD/RPZ TESTING	1,275.00	
						VENDOR TOTAL *	1,275.00	
0006621 9710766	ALTEC INDUSTRIES, INC 006707			01 02/22/2011	110-6047-512.50-16	TRK/PARTS PW97	131.45	
						VENDOR TOTAL *	131.45	
0006708 04128003 04127885	AMLINGS FLOWERLAND 006804 006805			01 02/22/2011 01 02/22/2011	110-5030-421.60-98 110-5030-421.60-98	FUNERAL SPRAY ARRANGEMENT	150.00 67.94	
						VENDOR TOTAL *	217.94	
0016852 8400365010	ARBOR DAY FOUNDATION 006838			01 02/22/2011	110-6040-431.60-37	MEMBERSHIP	25.00	
						VENDOR TOTAL *	25.00	
0012722 1675 1601	ARMOR SYSTEMS CORP 007085 007084			01 02/22/2011 01 02/22/2011	510-6050-501.30-09 530-0088-503.30-09	JAN 2011 UTILITY COLLECTS JAN 2011 PARKING COLLECTS	16.12 1,669.72	
						VENDOR TOTAL *	1,685.84	
0007532 11263-168016	ARQUETTE, ROBERT H 006924			01 02/10/2011	110-6042-433.40-98	SNOW REMOVAL REIMB	CHECK #: 141445	50.00
						VENDOR TOTAL *	.00	50.00
0000039 07-384428 07-384428	ARROW UNIFORM 006659 006660			01 02/22/2011 01 02/22/2011	110-6041-432.40-62 510-6052-501.40-62	UNIFORM SUPPLIES UNIFORM SUPPLIES	104.00 104.00	
						VENDOR TOTAL *	208.00	
0000095 287025291896X01006604 287025291896X01006603	AT & T MOBILITY 006604 006603			01 02/22/2011 01 02/22/2011	110-4020-422.30-75 110-5030-421.30-75	MONTHLY PHONE MONTHLY PHONE	167.40 122.41	
						VENDOR TOTAL *	289.81	
0012277 63094131383002 63094177985546 63094112299292	AT&T 006472 006474 006473			01 02/22/2011 01 02/22/2011 01 02/22/2011	110-1001-411.30-75 110-4020-422.30-75 110-5030-421.30-75	MONTHLY PHONE MONTHLY PHONE MONTHLY PHONE	11.71 109.29 26.57	

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0012277	AT&T						
63083402982045	006470		01 02/22/2011	110-6040-431.30-75	MONTHLY PHONE	72.36	
63094131383002	006471		01 02/22/2011	510-6055-502.30-75	MONTHLY PHONE	11.71	
VENDOR TOTAL *						231.64	
0011146	AT&T GLOBAL SERVICES, INC						
IL783855	006525		01 02/22/2011	110-2008-413.50-25	MAINT FEE	864.00	
VENDOR TOTAL *						864.00	
0004907	B & B INSTRUMENTS, INC						
1061623-01	006829		01 02/22/2011	510-6057-502.50-08	DAF #1 AIR. CNTRLS REPAIR	177.45	
VENDOR TOTAL *						177.45	
0017359	BANK OF AMERICA						
389416941	006511		01 02/22/2011	110-2006-413.30-05	QUARTERLY FEES	39.60	
389416941	006512		01 02/22/2011	210-8070-452.30-05	QUARTERLY FEES	9.00	
389416941	006513		01 02/22/2011	510-6050-501.30-05	QUARTERLY FEES	5.70	
389416941	006514		01 02/22/2011	510-6055-502.30-05	QUARTERLY FEES	5.70	
VENDOR TOTAL *						60.00	
0018177	BARTELS CONSULTING, KEN						
2/9/11	007030		01 02/22/2011	110-1001-411.30-52	PROFESSIONAL SVCS	720.00	
2/9/11	007031		01 02/22/2011	110-3015-414.30-12	PROFESSIONAL SVCS	2,587.50	
2/9/11	007029		01 02/22/2011	110-7060-451.30-52	PROFESSIONAL SVCS	1,147.50	
VENDOR TOTAL *						4,455.00	
0012081	BAXTER & WOODMAN						
02/03/2011	006510		01 02/22/2011	510-6050-501.60-11	REGISTRATION	158.00	
VENDOR TOTAL *						158.00	
0013718	BENES, JAMES J, & ASSOCS, INC						
1091 100	006853		01 02/22/2011	110-6040-431.30-26	PROF ENG SVCS	81.42	
1091 110	006854		01 02/22/2011	110-6040-431.30-26	PROF ENG SVCS	81.42	
1091 182	006855		01 02/22/2011	110-6040-431.30-26	PROF ENG SVCS	523.02	
1091 188	006856		01 02/22/2011	110-6040-431.30-26	PROF ENG SVCS	162.84	
1091 189	006857		01 02/22/2011	110-6040-431.30-26	PROF ENG SVCS	2,035.50	
1091 191	006858		01 02/22/2011	110-6040-431.30-26	PROF ENG SVCS	244.26	
1091 192	006859		01 02/22/2011	110-6040-431.30-26	PROF ENG SVCS	173.88	
VENDOR TOTAL *						3,302.34	
0000059	BERGHEGER, BRIAN-PETTY CASH						
12/16-2/9	007016		01 02/22/2011	110-7060-451.30-49	POSTAGE	8.60	
12/16-2/9	007017		01 02/22/2011	110-7060-451.60-65	PROGRAM EXPENSE	43.11	
12/16-2/9	007018		01 02/22/2011	110-7060-451.60-37	MEMBERSHIP EVENT	50.00	
12/16-2/9	007019		01 02/22/2011	110-7060-451.60-98	MISC EXPENSES	20.97	
VENDOR TOTAL *						122.68	
0004998	BOND PATRICK K						
000055149	UT		01 00/00/0000	510-0000-113.02-00	UB CR REFUND	103.71	

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0004998	BOND PATRICK K							
						VENDOR TOTAL *	103.71	
0016295 0132272-IN	BONNELL INDUSTRIES INC 006708		01	02/22/2011	110-6042-433.50-16	SNOW PARTS	217.11	
						VENDOR TOTAL *	217.11	
0015628 IL263-168031	BOYD, DOUGLAS 006906		01	02/10/2011	110-6042-433.40-98	SNOW REMOVAL REIMB	CHECK #: 141431	50.00
						VENDOR TOTAL *	.00	50.00
0015399 02/12/2011	BOYD, STEVEN J 006783		01	02/22/2011	110-4020-422.60-98	EXPENSE REIMBURSEMENT	400.00	
						VENDOR TOTAL *	400.00	
0001899	BRISTOL HOSE & FITTING MAIN WAREHSE							
00260807	006709		01	02/22/2011	110-6047-512.50-02	TRK/PARTS PW25	187.69	
00260894	006710		01	02/22/2011	110-6047-512.50-02	TRK/PARTS PW76	189.08	
00260722	006711		01	02/22/2011	110-6047-512.50-16	TRK/PARTS PW198	21.54	
00261118	006712		01	02/22/2011	110-6047-512.50-16	TRK/PARTS TRK#1	23.04	
00260618	006713		01	02/22/2011	110-6047-512.50-16	STOCK	15.48	
						VENDOR TOTAL *	436.83	
0009305 4319	BULLSEYE IMPRINTING & EMBROIDERY 006775		01	02/22/2011	110-4020-422.40-62	UNIFORM SUPPLIES	460.00	
						VENDOR TOTAL *	460.00	
0009267 723230	C J C AUTO PARTS & TIRES 006671		01	02/22/2011	110-6047-512.50-16	BRAKE CLEAN	169.80	
						VENDOR TOTAL *	169.80	
0010348 IL263-168021	CAFCULES, PRESTON 006925		01	02/10/2011	110-6042-433.40-98	SNOW REMOVAL REIMB	CHECK #: 141446	50.00
						VENDOR TOTAL *	.00	50.00
0018709	CALDWELL, PAT - PETTY CASH							
1/20/11-2/8/11	006889		01	02/22/2011	110-2007-413.40-98	PETTY CASH REIMBURSEMENTS	24.36	
1/20/11-2/8/11	006890		01	02/22/2011	110-2007-413.40-98	PETTY CASH REIMBURSEMENTS	5.09	
1/20/11-2/8/11	006892		01	02/22/2011	110-2007-413.60-11	PETTY CASH REIMBURSEMENTS	7.96	
1/20/11-2/8/11	006893		01	02/22/2011	110-2007-413.60-11	PETTY CASH REIMBURSEMENTS	14.22	
1/20/11-2/8/11	006894		01	02/22/2011	110-2007-413.60-23	PETTY CASH REIMBURSEMENTS	15.18	
1/20/11-2/8/11	006891		01	02/22/2011	110-4020-422.40-98	PETTY CASH REIMBURSEMENTS	34.80	
1/20/11-2/8/11	006895		01	02/22/2011	110-6040-431.60-11	PETTY CASH REIMBURSEMENTS	8.00	
1/20/11-2/8/11	006896		01	02/22/2011	110-6040-431.60-37	PETTY CASH REIMBURSEMENTS	50.00	
1/20/11-2/8/11	006897		01	02/22/2011	510-6050-501.60-11	PETTY CASH REIMBURSEMENTS	20.00	
						VENDOR TOTAL *	179.61	
0005661 3064187	CARGILL INC 006657		01	02/22/2011	110-6042-433.40-46	SALT	13,510.50	

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0005661 3063393	CARGILL INC 006658		01 02/22/2011	110-6042-433.40-46	SALT	5,142.95	
VENDOR TOTAL *						18,653.45	
0000091 1546-197474 1546-197526	CARQUEST AUTO PARTS 006851 006852		01 02/22/2011 01 02/22/2011	510-6057-502.50-08 510-6057-502.50-08	CLEANER FOR NORTH RETURNED MERCHANDISE	71.88 35.94-	
VENDOR TOTAL *						35.94	
0013317 210936	CARUSO, BILL 007086		01 02/22/2011	110-4025-424.60-11	REGISTRATION FEE	95.00	
VENDOR TOTAL *						95.00	
0008716 029749 029727 029749 029749 029727 029749 029531 029727 029749 029727 029749 029727 029749 029727 029749 029727	CASE LOTS INC 006968 006962 006969 006970 006963 006971 006685 006964 006972 006966 006973 006965 006974 006967		01 02/22/2011 01 02/22/2011	110-4020-422.40-98 110-6041-432.40-98 110-6041-432.40-98 110-6043-434.40-98 110-6044-435.40-98 110-6044-435.40-98 110-6046-418.40-24 110-6046-418.40-98 110-6046-418.40-98 110-6047-512.40-24 110-6047-512.40-98 510-6052-501.40-98 510-6052-501.40-98 510-6057-502.40-24	OTHER SUPPLIES OTHER SUPPLIES OTHER SUPPLIES OTHER SUPPLIES OTHER SUPPLIES OTHER SUPPLIES SUPPLIES OTHER SUPPLIES OTHER SUPPLIES OTHER SUPPLIES OTHER SUPPLIES OTHER SUPPLIES OTHER SUPPLIES OTHER SUPPLIES OTHER SUPPLIES OTHER SUPPLIES	27.38 35.85 27.37 27.37 35.85 27.37 248.25 35.85 27.37 107.55 27.37 35.85 27.37 107.55	
VENDOR TOTAL *						798.35	
0007069 VWL6898	CDW GOVERNMENT INC 006587		01 02/22/2011	110-2008-413.40-16	SOFTWARE	540.00	
VENDOR TOTAL *						540.00	
0012836 S12861	CERTIFIED FLEET SERVICES, INC 006714		01 02/22/2011	110-6047-512.50-16	TRK/PARTS TRK#2	117.48	
VENDOR TOTAL *						117.48	
0005232 IN002324904/901006825	CHESTERTON, A W CO 006825		01 02/22/2011	510-6057-502.50-08	DAF PISTON PUMP #1 REPAIR	449.05	
VENDOR TOTAL *						449.05	
0014402 379169 381348 380831 380831	CHICAGO PARTS & SOUND LLC 006111 006654 006655 006656		01 01/31/2011 01 02/22/2011 01 02/22/2011 01 02/22/2011	110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.40-34	RETURNED MERCHANDISE PARTS/SUPPLIES PARTS/SUPPLIES OIL	275.96- 247.38 16.08 214.20	
VENDOR TOTAL *						201.70	
0000630	CLASSIC GRAPHIC INDUSTRIES INC						

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0000630	CLASSIC GRAPHIC INDUSTRIES INC						
66555	006767		01 02/22/2011	510-6050-501.40-98	FORMS AND ENVELOPES	17.50	
66555	006766		01 02/22/2011	510-6055-502.40-98	FREIGHT FOR UTILITY	17.50	
VENDOR TOTAL *						35.00	
0003530	CLIFFORD-WALD						
IN00063616	006588		01 02/22/2011	110-2008-413.50-22	PLOTTER REPAIR	60.99	
IN00063598	006589		01 02/22/2011	110-2008-413.50-22	PLOTTER REPAIR	160.00	
VENDOR TOTAL *						220.99	
0000112	COCA-COLA BOTTLING CO						
0338162517	006500		01 02/22/2011	110-1001-411.60-98	VENDING MACHINE REFILL	119.90	
VENDOR TOTAL *						119.90	
0005192	COLLEGE OF DUPAGE - ACCTS REC						
1190557	006648		01 02/22/2011	110-5030-421.60-11	TRAINING CLASS	2,045.00	
0050938	006649		01 02/22/2011	110-5030-421.60-11	TRAINING CLASS	300.00	
0050938	006650		01 02/22/2011	110-5030-421.60-11	TRAINING CLASS	125.00	
VENDOR TOTAL *						2,470.00	
0000114	COM ED						
6983225007	006946		01 02/22/2011	110-4022-423.30-24	MONTHLY SERVICE	41.28	
6729081007	006947		01 02/22/2011	110-4022-423.30-24	MONTHLY SERVICE	41.15	
8409121006	006948		01 02/22/2011	110-4022-423.30-24	MONTHLY SERVICE	44.17	
8327608004	006956		01 02/22/2011	110-4022-423.30-24	MONTHLY SERVICE	47.62	
0809054019	006861		01 02/22/2011	110-6044-435.30-24	MONTHLY ELECTRIC	844.71	
0055090072	006862		01 02/22/2011	110-6044-435.30-24	MONTHLY ELECTRIC	41.18	
8234047019	006899		01 02/22/2011	110-6044-435.30-24	MONTHLY ELECTRIC	84.34	
8745265005	006900		01 02/22/2011	110-6044-435.30-24	MONTHLY ELECTRIC	68.07	
8745266002	006901		01 02/22/2011	110-6044-435.30-24	MONTHLY ELECTRIC	39.16	
4609164001	006902		01 02/22/2011	110-6044-435.30-24	MONTHLY ELECTRIC	15,329.23	
6563742009	006931		01 02/22/2011	110-6044-435.30-24	MONTHLY SERVICE	217.69	
6563744012	006932		01 02/22/2011	110-6044-435.30-24	MONTHLY SERVICE	51.30	
6981441003	006933		01 02/22/2011	110-6044-435.30-24	MONTHLY SERVICE	349.24	
7065190004	006934		01 02/22/2011	110-6044-435.30-24	MONTHLY SERVICE	255.87	
6897727003	006935		01 02/22/2011	110-6044-435.30-24	MONTHLY SERVICE	171.02	
6563743015	006936		01 02/22/2011	110-6044-435.30-24	MONTHLY SERVICE	67.75	
8157271002	006937		01 02/22/2011	110-6044-435.30-24	MONTHLY SERVICE	401.35	
8075341005	006938		01 02/22/2011	110-6044-435.30-24	MONTHLY SERVICE	21.76	
8577587009	006940		01 02/22/2011	110-6044-435.30-24	MONTHLY SERVICE	15.10	
8577601004	006941		01 02/22/2011	110-6044-435.30-24	MONTHLY SERVICE	15.10	
8634040009	006942		01 02/22/2011	110-6044-435.30-24	MONTHLY SERVICE	15.32	
0477145001	006943		01 02/22/2011	110-6044-435.30-24	MONTHLY SERVICE	248.54	
6563745019	006945		01 02/22/2011	110-6044-435.30-24	MONTHLY SERVICE	23.37	
8745264008	006949		01 02/22/2011	110-6044-435.30-24	MONTHLY SERVICE	15.10	
8661049027	006951		01 02/22/2011	110-6044-435.30-24	MONTHLY SERVICE	21.76	
0323144010	006952		01 02/22/2011	110-6044-435.30-24	MONTHLY SERVICE	78.38	
3000022009	006953		01 02/22/2011	110-6044-435.30-24	MONTHLY SERVICE	127.82	
1843000001	006954		01 02/22/2011	110-6044-435.30-24	MONTHLY SERVICE	15.10	

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0000114	COM ED						
4248089012	006955		01 02/22/2011	110-6044-435.30-24	MONTHLY SERVICE	75.80	
8256051035	006957		01 02/22/2011	110-6044-435.30-24	MONTHLY SERVICE	30.27	
1459073058	006958		01 02/22/2011	110-6044-435.30-24	MONTHLY SERVICE	112.18	
4163053034	006959		01 02/22/2011	110-6044-435.30-24	MONTHLY SERVICE	188.25	
0114017015	006960		01 02/22/2011	110-6044-435.30-24	MONTHLY SERVICE	402.24	
0174056074	006961		01 02/22/2011	110-6044-435.30-24	MONTHLY SERVICE	179.68	
8661158012	006950		01 02/22/2011	110-6046-418.30-24	MONTHLY SERVICE	280.67	
8745412004	006939		01 02/22/2011	530-0088-503.30-24	MONTHLY SERVICE	92.07	
8661186016	006944		01 02/22/2011	530-0088-503.30-24	MONTHLY SERVICE	1,889.45	
					VENDOR TOTAL *	21,943.09	
0014623	COMCAST CABLE						
877120089004674006773			01 02/22/2011	110-4020-422.60-98	CABLE	202.32	
877120089014023006774			01 02/22/2011	110-4020-422.60-98	CABLE	119.90	
					VENDOR TOTAL *	322.22	
0009478	COMMUNICATION REVOLVING FUND						
T1120985	006598		01 02/22/2011	110-2008-413.30-52	INTERNET T1	310.00	
					VENDOR TOTAL *	310.00	
0006475	COMMUNICATIONS DIRECT INC						
IN107382	006715		01 02/22/2011	110-4020-422.50-08	HEADSETS	125.65	
SR94318	006806		01 02/22/2011	110-5030-421.30-98	MONTHLY CONTRACT	812.00	
					VENDOR TOTAL *	937.65	
0000594	CONSERV FS, INC						
1416794-IN	006869		01 02/22/2011	110-4020-422.40-98	OTHER SUPPLIES	30.92	
1416794-IN	006870		01 02/22/2011	110-5030-421.40-98	OTHER SUPPLIES	30.93	
1416794-IN	006871		01 02/22/2011	110-6041-432.40-98	OTHER SUPPLIES	30.93	
1416794-IN	006872		01 02/22/2011	110-6043-434.40-98	OTHER SUPPLIES	30.93	
1416794-IN	006873		01 02/22/2011	110-6044-435.40-98	OTHER SUPPLIES	30.93	
1416794-IN	006874		01 02/22/2011	110-6046-418.40-98	OTHER SUPPLIES	30.93	
1416794-IN	006875		01 02/22/2011	110-6047-512.40-98	OTHER SUPPLIES	30.93	
1416794-IN	006876		01 02/22/2011	510-6052-501.40-98	OTHER SUPPLIES	30.93	
1416794-IN	006877		01 02/22/2011	510-6057-502.40-98	OTHER SUPPLIES	30.93	
					VENDOR TOTAL *	278.36	
0018058	CONST & GEOTECH MATL TESTING INC						
1261	006651		01 02/22/2011	110-6041-432.80-15	MATERIAL TESTING	1,441.50	
1304	006652		01 02/22/2011	110-6041-432.80-15	MATERIAL TESTING	5,667.75	
					VENDOR TOTAL *	7,109.25	
0004107	CONTINENTAL WEATHER SERVICE						
11329	006863		01 02/22/2011	110-6042-433.30-98	SNOW FORECAST SERVICE	170.00	
					VENDOR TOTAL *	170.00	
0006771	CUMMINS/NPOWER LLC						
711-78468	006716		01 02/22/2011	110-6047-512.50-16	TRK/PARTS PW25	343.45	

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VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0006771	CUMMINS/NPOWER LLC						
					VENDOR TOTAL *	343.45	
0010278 01/12/2011	DAVIDSON, ERIC 006785		01 02/22/2011	110-4020-422.60-98	EXPENSE REIMBURSEMENT	400.00	
					VENDOR TOTAL *	400.00	
0004998 000062115	DAYTON KASINDRA A UT		01 00/00/0000	510-0000-113.02-00	UB CR REFUND	43.64	
					VENDOR TOTAL *	43.64	
0014277 500209284	DEX ONE 006887		01 02/22/2011	110-7060-451.30-75	ADVERTISING	109.00	
					VENDOR TOTAL *	109.00	
0003545 020411 12811	DUDEK DESIGN 006803 006815		01 02/22/2011 01 02/22/2011	110-5030-421.40-98 110-6040-431.40-98	BUSINESS CARDS PD OFFICE SUPPLIES	184.00 78.00	
					VENDOR TOTAL *	262.00	
0009400 02/24/11	DUPAGE COUNTY CHIEFS OF POLICE ASSN 006918		01 02/10/2011	110-5030-421.60-11	MEETING REGISTRATIONS	CHECK #: 141442	60.00
					VENDOR TOTAL *	.00	60.00
0012179 2/23/11	DUPAGE JUVENILE OFFICERS ASSN 006923		01 02/10/2011	110-5030-421.60-11	MEETING REGISTRATION	CHECK #: 141444	15.00
					VENDOR TOTAL *	.00	15.00
0000165 6539	DUPAGE MAYORS & MANAGERS CONFERENCE 006886		01 02/22/2011	110-1001-411.60-11	DINNER MEETING & LEGIS	165.00	
					VENDOR TOTAL *	165.00	
0000169 9034 9034	DUPAGE WATER COMMISSION 006820 006819		01 02/22/2011 01 02/22/2011	510-6050-501.90-90 510-6051-501.30-20	FIXED COST ASSESSMENT WATER CONSUMPTION	31,613.74 230,638.48	
					VENDOR TOTAL *	262,252.22	
0014731 08-3603 08-3603 08-3603 08-3603 08-3603 08-3603 08-3603	ECS 006635 006636 006637 006638 006634 006639 006640		01 02/22/2011 01 02/22/2011 01 02/22/2011 01 02/22/2011 01 02/22/2011 01 02/22/2011 01 02/22/2011	110-1001-411.20-07 110-4020-422.20-07 110-5030-421.20-07 110-6040-431.20-07 510-6050-501.20-07 510-6050-501.20-07 510-6055-502.20-07	CHECKS/BANKING FEE CHECKS/BANKING FEE CHECKS/BANKING FEE CHECKS/BANKING FEE W/C CLAIMS CHECKS/BANKING FEE CHECKS/BANKING FEE	.45 51.08 51.08 90.45 130.00 6.08 25.86	
					VENDOR TOTAL *	355.00	
0019520 443	EDAT, SABU 006495		01 02/22/2011	530-0000-341.50-00	PARKING PASS REFUND	70.00	

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VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0019520	EDAT, SABU							
VENDOR TOTAL *							70.00	
0014621	ELMHURST CLAIMS ACCOUNT - CLAIM SVC							
7504366944	006464	01		02/03/2011	110-4020-422.20-07	SELF INSURED LOSS FUND	CHECK #: 141321	1,085.70
7504366944	006843	01		02/22/2011	110-4020-422.20-07	SELF INSURED LOSS FUND	40,704.98	
7504366944	006465	01		02/03/2011	110-5030-421.20-07	SELF INSURED LOSS FUND	CHECK #: 141321	15.60
7504366944	006844	01		02/22/2011	110-5030-421.20-07	SELF INSURED LOSS FUND	9,011.41	
7504366944	006845	01		02/22/2011	110-6040-431.20-07	SELF INSURED LOSS FUND	5,463.11	
7504366944	006466	01		02/03/2011	510-6050-501.20-07	SELF INSURED LOSS FUND	CHECK #: 141321	4,505.46
7504366944	006846	01		02/22/2011	510-6050-501.20-07	SELF INSURED LOSS FUND	1,213.86	
VENDOR TOTAL *							56,393.36	5,606.76
0015836	ELMHURST INDEPENDENT - ROCK VALLEY							
802615	006498	01		02/22/2011	110-3015-414.30-54	LEGAL NOTICE	357.75	
802616	006499	01		02/22/2011	110-3015-414.30-54	LEGAL NOTICE	65.25	
VENDOR TOTAL *							423.00	
0017934	ELMHURST MEMORIAL OCCUP CAROL STRM							
62407	006801	01		02/22/2011	110-2007-413.30-47	DRUG SCREEN	345.00	
62465	006996	01		02/22/2011	110-2007-413.30-47	DRUG SCREEN	325.00	
VENDOR TOTAL *							670.00	
0000193	ELMHURST POSTMASTER-PERMIT 47							
1/24/11	006423	01		02/01/2011	510-6050-501.30-49	WATER BILL MAILINGS	CHECK #: 141319	1,800.00
1/24/11	006424	01		02/01/2011	510-6055-502.30-49	SEWER BILL MAILINGS	CHECK #: 141319	1,800.00
VENDOR TOTAL *							.00	3,600.00
0017204	ENGINEERING RESOURCE ASSOCS, INC							
290308.B08	006884	01		02/22/2011	305-6041-432.80-22	LEVEE MAINT IMPROVMENTS	8,157.29	
VENDOR TOTAL *							8,157.29	
0007611	ESPINOSA, FERNANDO							
MR Refund	MR	01		02/09/2011	110-0000-115.07-01	ESPINOSA, FERNANDO	500.00	
VENDOR TOTAL *							500.00	
0017007	FACILITY SOLUTIONS GROUP							
2395262-00	006674	01		02/22/2011	110-2006-413.40-98	SUPPLIES	26.38	
2395262-00	006675	01		02/22/2011	110-4020-422.40-98	SUPPLIES	26.38	
2395262-00	006676	01		02/22/2011	110-5030-421.40-98	SUPPLIES	26.38	
2395262-00	006677	01		02/22/2011	110-6041-432.40-98	SUPPLIES	26.39	
2395262-00	006678	01		02/22/2011	110-6043-434.40-98	SUPPLIES	26.39	
2395262-00	006679	01		02/22/2011	110-6044-435.40-98	SUPPLIES	26.39	
2395262-00	006680	01		02/22/2011	110-6046-418.40-98	SUPPLIES	26.39	
2401871-00	006994	01		02/22/2011	110-6046-418.50-01	BLDG REPAIRS/MAINT	197.87	
2395262-00	006681	01		02/22/2011	110-6047-512.40-98	SUPPLIES	26.39	
2395262-00	006682	01		02/22/2011	510-6052-501.40-98	SUPPLIES	26.39	
2395262-00	006683	01		02/22/2011	510-6057-502.40-98	SUPPLIES	26.39	
VENDOR TOTAL *							461.74	
0000957	FEDERAL SIGNAL - EMERG PROD							

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0000957 93948472	FEDERAL SIGNAL - EMERG PROD 006717		01 02/22/2011	110-6047-512.50-02	TRK/PARTS PW90	58.00	
VENDOR TOTAL *						58.00	
0013212 7-372-73604 7-372-73604 7-372-41642	FEDEX 007023 007024 007020		01 02/22/2011 01 02/22/2011 01 02/22/2011	110-2006-413.30-49 110-6043-434.40-98 110-7060-451.60-44	SHIPPING SHIPPING EXHIBIT TRANSPORT EXPENSE	38.04 25.18 308.69	
VENDOR TOTAL *						371.91	
0012480 336953 3365271	FELLER BUSINESS SOLUTIONS 007051 006586		01 02/22/2011 01 02/22/2011	110-0083-443.60-85 110-2008-413.40-73	PAPER INK/TONER CARTRIDGES	56.90 471.66	
VENDOR TOTAL *						528.56	
0015916	FIFTH THIRD BANK -	PROCUREMENT CARD					
JAN 17, 2011	006385		01 02/01/2011	110-2006-413.60-11	IGFOA	CHECK #:	141318 40.00
JAN 17, 2011	006386		01 02/01/2011	110-2006-413.30-49	LEWIS SOFTWARE ASSOCIA	CHECK #:	141318 7.00
JAN 17, 2011	006387		01 02/01/2011	110-2008-413.40-72	FRYS ELECTRONICS 31	CHECK #:	141318 409.90
JAN 17, 2011	006388		01 02/01/2011	110-2008-413.40-72	STAPLES 00118968	CHECK #:	141318 285.97
JAN 17, 2011	006389		01 02/01/2011	110-2008-413.40-72	FRYS ELECTRONICS 31	CHECK #:	141318 93.97
JAN 17, 2011	006390		01 02/01/2011	110-2008-413.50-23	VERISIGN INC*DIGITALID	CHECK #:	141318 995.00
JAN 17, 2011	006405		01 02/01/2011	110-4020-422.50-01	ECONO TEMP FACTORY AUT	CHECK #:	141318 22.55
JAN 17, 2011	006391		01 02/01/2011	110-5030-421.60-11	WIU CAREER SERVICES F2	CHECK #:	141318 110.00
JAN 17, 2011	006392		01 02/01/2011	110-5030-421.60-08	JEWEL #3346	CHECK #:	141318 11.48
JAN 17, 2011	006393		01 02/01/2011	110-5030-421.40-98	NEWSLIBRARY.COM ARTICL	CHECK #:	141318 2.95
JAN 17, 2011	006394		01 02/01/2011	110-5030-421.30-49	USPS 16250295523301QPS	CHECK #:	141318 31.80
JAN 17, 2011	006395		01 02/01/2011	110-5030-421.40-98	WALGREENS #3015 Q03	CHECK #:	141318 10.79
JAN 17, 2011	006396		01 02/01/2011	110-5030-421.40-98	JOANN FABRIC #0993	CHECK #:	141318 22.58
JAN 17, 2011	006397		01 02/01/2011	110-5030-421.60-98	DILEO'S PIZZERIA	CHECK #:	141318 75.58
JAN 17, 2011	006398		01 02/01/2011	110-6040-431.60-11	CHOW CARRY OUT	CHECK #:	141318 138.98
JAN 17, 2011	006399		01 02/01/2011	110-6046-418.50-01	APEX CONTROLS	CHECK #:	141318 314.64
JAN 17, 2011	006400		01 02/01/2011	110-6046-418.40-98	SEARS ROEBUCK 2262	CHECK #:	141318 31.47
JAN 17, 2011	006402		01 02/01/2011	110-6046-418.40-98	KWS KLINGSPOR WOODWORK	CHECK #:	141318 45.73
JAN 17, 2011	006406		01 02/01/2011	110-6046-418.40-98	AMAZON.COM	CHECK #:	141318 43.38
JAN 17, 2011	006403		01 02/01/2011	110-6047-512.50-16	PROAIR LLC	CHECK #:	141318 156.50
JAN 17, 2011	006409		01 02/01/2011	110-7060-451.40-43	AMAZON.COM	CHECK #:	141318 59.84
JAN 17, 2011	006410		01 02/01/2011	110-7060-451.40-43	AM2*AMAZON PAYMENTS	CHECK #:	141318 19.50
JAN 17, 2011	006411		01 02/01/2011	110-7060-451.60-44	GRAYBAR ELECTRIC COMPA	CHECK #:	141318 14.25
JAN 17, 2011	006412		01 02/01/2011	110-7060-451.60-44	PAYPAL ORIGINRECOR	CHECK #:	141318 53.47
JAN 17, 2011	006413		01 02/01/2011	110-7060-451.60-44	GRAYBAR ELECTRIC COMPA	CHECK #:	141318 38.87
JAN 17, 2011	006414		01 02/01/2011	110-7060-451.60-44	SHOW ME CABLES	CHECK #:	141318 15.93
JAN 17, 2011	006415		01 02/01/2011	110-7060-451.60-44	AMAZON.COM	CHECK #:	141318 23.77
JAN 17, 2011	006416		01 02/01/2011	110-7060-451.40-43	AMAZON.COM	CHECK #:	141318 14.18
JAN 17, 2011	006417		01 02/01/2011	110-7060-451.40-43	AM2*AMAZON PAYMENTS	CHECK #:	141318 4.00
JAN 17, 2011	006418		01 02/01/2011	210-8070-452.40-33	VERISIGN INC*DIGITALID	CHECK #:	141318 399.00
JAN 17, 2011	006419		01 02/01/2011	210-8070-452.40-04	PEACE HILL PRESS INC	CHECK #:	141318 95.80
JAN 17, 2011	006420		01 02/01/2011	210-8070-452.40-04	LULU PRESS INC	CHECK #:	141318 62.29
JAN 17, 2011	006421		01 02/01/2011	210-8070-452.40-04	AMA CATALOG ORDER	CHECK #:	141318 743.95

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0015916	FIFTH THIRD BANK -			PROCUREMENT CARD					
JAN 17, 2011	006422			01 02/01/2011	210-8070-452.40-66	RES DISCOVERY EDU	CHECK #: 141318	230.60	
JAN 17, 2011	006407			01 02/01/2011	510-6050-501.60-11	ILLINOIS SECTION AWWA	CHECK #: 141318	630.00	
JAN 17, 2011	006404			01 02/01/2011	510-6055-502.40-98	ENGINEERSUPPLY COM	CHECK #: 141318	987.72	
JAN 17, 2011	006408			01 02/01/2011	510-6055-502.40-98	AMERICAN WATERWORKS	CHECK #: 141318	78.50	
JAN 17, 2011	006401			01 02/01/2011	510-6056-502.40-98	CHARLES INDUSTRIES LTD	CHECK #: 141318	615.98	
VENDOR TOTAL *							.00	6,830.98	
0000648 82927	FILTER RENU OF ILLINOIS, INC 006509			01 02/22/2011	110-6047-512.50-02	FILTER RENEWED	14.37		
VENDOR TOTAL *							14.37		
0013587	FINDZALL COMMUNITY MARKETING								
JAN 2011	007074			01 02/22/2011	110-3015-414.30-12	ECONOMIC DEV PROF SVCS	2,453.75		
JAN 2011	007075			01 02/22/2011	310-0089-461.30-52	TIF DISTRICT 1 PROF SVCS	1,338.75		
VENDOR TOTAL *							3,792.50		
0005438 52072	FLEET SAFETY SUPPLY 006718			01 02/22/2011	110-6047-512.50-16	TRK/PARTS PW105	78.56		
VENDOR TOTAL *							78.56		
0017446	FMP - FACTORY MOTOR PARTS								
61-112835	005643			01 01/31/2011	110-6047-512.50-16	CORE CREDIT	6.25-		
61-114832	006693			01 02/22/2011	110-6047-512.50-16	TRK/PARTS PD-17	65.42		
61-112452	006694			01 02/22/2011	110-6047-512.50-16	TRK/PARTS PD-17	16.68		
50-253760	006695			01 02/22/2011	110-6047-512.50-16	TRK/PARTS PD-17	17.85		
61-114247	006696			01 02/22/2011	110-6047-512.50-16	TRK/PARTS PD-43	366.96		
61-114707	006697			01 02/22/2011	110-6047-512.50-16	CORE CREDIT	160.00-		
61-114072	006698			01 02/22/2011	110-6047-512.50-16	TRK/PARTS PW87	172.50		
VENDOR TOTAL *							473.16		
0002222 01/19-01/31/11	FORESMAN, RICH 006469			01 02/22/2011	110-0086-453.30-52	CATV PROF SVCS	117.00		
VENDOR TOTAL *							117.00		
0004998 000063497	GALAL HATEM UT			01 00/00/0000	510-0000-113.02-00	UB CR REFUND	44.54		
VENDOR TOTAL *							44.54		
0016266 88888-015070	GATEHOUSE MEDIA SUBURBAN NEWSPAPERS 007011			01 02/22/2011	110-7060-451.60-51	ANNUAL SUBSCRIPTION	25.00		
VENDOR TOTAL *							25.00		
0011686	GRAND AUTO PARTS								
164304	006699			01 02/22/2011	110-6047-512.50-16	AUTO/PARTS E-21	180.35		
164381	006700			01 02/22/2011	110-6047-512.50-16	TRK/PARTS PD-2	269.00		
164387	006701			01 02/22/2011	110-6047-512.50-16	TRK/PARTS ENG#1, ENG#2	8.27		
164249	006702			01 02/22/2011	110-6047-512.50-16	TRK/PARTS F-1	8.27		
164464	006703			01 02/22/2011	110-6047-512.50-02	KEYS	12.00		

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0011686	GRAND AUTO PARTS						
164122	006704		01 02/22/2011	110-6047-512.50-16	BULBS	12.50	
164572	006993		01 02/22/2011	110-6047-512.50-16	PARTS/SUPPLIES	115.00	
VENDOR TOTAL *						605.39	
0008823	GUNDERSON, SCOTT						
1L263-168028	006926		01 02/10/2011	110-6042-433.40-98	SNOW REMOVAL REIMB	CHECK #: 141447	50.00
VENDOR TOTAL *						.00	50.00
0005581	HAMILTON CIRCULATION SUPPLIES						
178573	006672		01 02/22/2011	110-6040-431.40-33	SUPPLIES	49.25	
178573	006673		01 02/22/2011	510-6050-501.40-33	SUPPLIES	49.25	
VENDOR TOTAL *						98.50	
0005494	HBK WATER METER SERVICE, INC						
11-44	006840		01 02/22/2011	510-6052-501.30-98	LARGE METER TESTING	831.48	
11-50	006984		01 02/22/2011	510-6052-501.30-98	LARGE METER TESTING	1,190.36	
VENDOR TOTAL *						2,021.84	
0004296	HIGHLAND ESTATES COFFEE TRADERS						
052560044911	007006		01 02/22/2011	110-6046-418.40-98	VENDING MACHINE STOCK	41.15	
VENDOR TOTAL *						41.15	
0000275	HOLIDAY CAMERA INC						
421328	007040		01 02/22/2011	110-5030-421.50-08	ET CAMERA REPAIR	49.99	
421501	007042		01 02/22/2011	110-5030-421.50-08	ET CAMERA REPAIR	170.00	
421517	007043		01 02/22/2011	110-5030-421.30-28	PHOTO FINISHING	11.73	
421295	007044		01 02/22/2011	110-5030-421.30-28	PHOTO FINISHING	5.88	
420822	007045		01 02/22/2011	110-5030-421.30-28	PHOTO FINISHING	2.50	
VENDOR TOTAL *						240.10	
0012341	HOME DEPOT 1982-OAKBROOK TERR						
008101/6021808	007050		01 02/22/2011	110-6042-433.40-98	SALT TARPS	197.82	
027262/8029373	006834		01 02/22/2011	110-6043-434.40-98	REPLACE LIGHTS ON XMAS	39.97	
0177649	006835		01 02/22/2011	110-6043-434.40-98	RETURNED MERCHANDISE	16.10	
027183/8029409	006836		01 02/22/2011	110-6043-434.40-98	PURCHASED SMALL DIAMETER	21.50	
8176513	006837		01 02/22/2011	110-6043-434.40-98	RETURNED MERCHANDISE	39.97	
028195/7029514	006790		01 02/22/2011	510-6052-501.40-98	PLUGS FOR SERVICES/SHELF	25.84	
VENDOR TOTAL *						229.06	
0000799	HUNTER & ASSOCS, INC, F L						
27221	006998		01 02/22/2011	110-1003-412.30-52	PROFESSIONAL SERVICES	930.00	
27222	007127		01 02/22/2011	110-1003-412.30-52	PROFESSIONAL SERVICES	1,350.00	
VENDOR TOTAL *						2,280.00	
0002685	I A F S M						
03/09-03/10/11	006812		01 02/22/2011	110-6040-431.60-11	2011 ANNUAL CONFERENCE	85.00	
03/09-03/10/11	006813		01 02/22/2011	510-6050-501.60-11	2011 ANNUAL CONFERENCE	85.00	
VENDOR TOTAL *						170.00	
0001000	IBM CORP						

PREPARED 02/15/2011, 8:17:45
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 02/22/2011 CHECK DATE: 02/24/2011

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0001000	IBM CORP							
1114101	006595			01 02/22/2011	110-2008-413.50-22	15 MAINT	861.00	
1114100	006596			01 02/22/2011	110-2008-413.50-22	15 MAINT	318.51	
VENDOR TOTAL *							1,179.51	
0007329	IKON OFFICE SOLUTIONS							
5016500380	006491			01 02/22/2011	110-2007-413.30-21	COPIER MAINT	321.14	
5016500380	006493			01 02/22/2011	110-3015-414.30-21	COPIER MAINT	321.13	
VENDOR TOTAL *							642.27	
0015796	IL CITIZENS POLICE ACADEMY ASSN							
01/23/2011	006688			01 02/22/2011	110-5030-421.60-37	MEMBERSHIP	25.00	
VENDOR TOTAL *							25.00	
0001818	IL CITY/COUNTY MGMT ASSOC							
03-10-11	007027			01 02/22/2011	110-1001-411.60-11	SEMINAR REGISTRATION	150.00	
VENDOR TOTAL *							150.00	
0007198	IL DEPT OF TRANSPORTATION							
104213	007083			01 02/22/2011	310-0089-461.80-24	2007 STREETScape PROJ	82,563.38	
VENDOR TOTAL *							82,563.38	
0001005	IL SEC OF STATE - CONF SERV PROG							
PD-22	006522			01 02/22/2011	110-6047-512.60-55	PLATE RENEWAL	99.00	
VENDOR TOTAL *							99.00	
0008831	IL STATE TREASURER-DEPT OF TRANSP							
37209	006882			01 02/22/2011	110-6044-435.30-71	MONTHLY SERVICE	1,131.00	
VENDOR TOTAL *							1,131.00	
0004301	IL TOOL SERVICE							
48516	006719			01 02/22/2011	110-6047-512.40-53	TOOL REPAIR	334.00	
VENDOR TOTAL *							334.00	
0016624	IMPACT NETWORKING LLC							
95346A	006597			01 02/22/2011	110-2008-413.50-23	TONER CARTRIDGES	19.50	
VENDOR TOTAL *							19.50	
0013660	INFOTRACK INFORMATION SERVICES, INC							
42094	006816			01 02/22/2011	110-1001-411.30-52	TAXI BACKGROUND CHECKS	1,520.00	
42082	006770			01 02/22/2011	110-2007-413.60-42	BACKGROUND CHECKS	40.00	
42095	007010			01 02/22/2011	110-7060-451.60-42	PROFESSIONAL SERVICE	25.00	
VENDOR TOTAL *							1,585.00	
0004998	INSKEEP RICHARD L							
000044983	UT			01 00/00/0000	510-0000-113.02-00	UB CR REFUND	39.76	
VENDOR TOTAL *							39.76	
0010731	INTERSTATE BATTERY SYSTEM OF							

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0010731 130054479	INTERSTATE BATTERY 006879		01 02/22/2011	110-6047-512.50-16	CENT EQUIP MAINT PARTS	351.80	
					VENDOR TOTAL *	351.80	
0019423 02/11/2011	IPELRA - ROSEMONT 006999		01 02/22/2011	110-2007-413.60-11	TRAINING CONFERENCE	375.00	
					VENDOR TOTAL *	375.00	
0004452 2010 2010 2010 2010	ISAIA, MARY 007002 007003 007004 007005		01 02/22/2011 01 02/22/2011 01 02/22/2011 01 02/22/2011	110-0000-313.03-03 110-0000-313.01-01 110-0000-313.02-02 110-0000-260.02-00	UTILITY TAX REBATE UTILITY TAX REBATE UTILITY TAX REBATE UTILITY TAX REBATE	10.26 13.40 6.24 4.50	
					VENDOR TOTAL *	34.40	
0013467 1L263-167992	IZEWSKI, JEFF 006907		01 02/10/2011	110-6042-433.40-98	SNOW REMOVAL REIMB	CHECK #: 141432	50.00
					VENDOR TOTAL *	.00	50.00
0007611 MR Refund	JAMES KACZMARCZYK MR		01 02/04/2011	110-0000-115.07-01	292748	25.00	
					VENDOR TOTAL *	25.00	
0000976 93162	JIM'S TOWING 006720		01 02/22/2011	110-6047-512.50-02	TOWING SVCS/PD-30	140.00	
					VENDOR TOTAL *	140.00	
0015481 R2296450	JOBTARGET 006641		01 02/22/2011	110-2007-413.60-42	EMPLOYMENT AD	125.00	
					VENDOR TOTAL *	125.00	
0001866 1L263-168025	JOHNSON, LAWRENCE JR 006908		01 02/10/2011	110-6042-433.40-98	SNOW REMOVAL REIMB	CHECK #: 141433	50.00
					VENDOR TOTAL *	.00	50.00
0012826 1L263-168017	JURCZAK, GREG 006909		01 02/10/2011	110-6042-433.40-98	SNOW REMOVAL REIMB	CHECK #: 141434	50.00
					VENDOR TOTAL *	.00	50.00
0015224 1L263-167999 1L263-168040	KACZMAREK, GEORGE 006910 006911		01 02/10/2011 01 02/10/2011	110-6042-433.40-98 110-6042-433.40-98	SNOW REMOVAL REIMB SNOW REMOVAL REIMB	CHECK #: 141435 CHECK #: 141435	50.00 50.00
					VENDOR TOTAL *	.00	100.00
0000314 522765 522802 520848 520844	KALE UNIFORMS 006642 006643 006644 006645		01 02/22/2011 01 02/22/2011 01 02/22/2011 01 02/22/2011	110-5030-421.40-11 110-5030-421.40-11 110-5030-421.40-11 110-5030-421.40-11	UNIFORM SUPPLIES UNIFORM SUPPLIES UNIFORM SUPPLIES UNIFORM SUPPLIES	402.49 39.75 194.70 79.00	

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0000314	KALE UNIFORMS							
515836	006646		01	02/22/2011	110-5030-421.40-11	UNIFORM SUPPLIES	472.80	
25742	006647		01	02/22/2011	110-5030-421.40-11	RETURNED MERCHANDISE	198.95-	
523860	006809		01	02/22/2011	110-5030-421.40-11	UNIFORM ACCESSORY	29.95	
						VENDOR TOTAL *	1,019.74	
0007343	KDRMA							
2011	007012		01	02/22/2011	110-7060-451.60-37	ANNUAL MEMBERSHIP	120.00	
						VENDOR TOTAL *	120.00	
0000323	KIEFT BROTHERS, INC - A/P							
172677	007046		01	02/22/2011	510-6056-502.40-29	REPAIR PARTS/STOCK	127.30	
						VENDOR TOTAL *	127.30	
0011896	KIMBALL MIDWEST							
1801178	006723		01	02/22/2011	110-6042-433.50-16	RETURNED MERCHANDISE	269.91-	
1811691	006721		01	02/22/2011	110-6047-512.50-16	SUPPLIES	358.92	
1805069	006722		01	02/22/2011	110-6047-512.50-16	NUTS/BOLTS SUPPLIES	467.66	
						VENDOR TOTAL *	556.67	
0015276	KING, DAVID & ASSOCS, INC							
3838	006771		01	02/22/2011	110-6046-418.60-69	MANAGEMENT FEES	1,000.00	
3837	006772		01	02/22/2011	310-0089-461.30-52	MANAGEMENT FEES	1,000.00	
						VENDOR TOTAL *	2,000.00	
0018689	KLECKA, GARY							
1630629	006786		01	02/22/2011	110-4020-422.60-98	EXPENSE REIMBURSEMENT	400.00	
						VENDOR TOTAL *	400.00	
0012655	KRONOS							
10580839	007025		01	02/22/2011	110-2008-413.50-23	SOFTWARE	658.73	
10580839	007026		01	02/22/2011	210-8070-452.40-33	SOFTWARE	658.73	
						VENDOR TOTAL *	1,317.46	
0017528	L-3 COM MOBILE VISION INC							
0166999-IN	006687		01	02/22/2011	110-5030-421.60-75	VIDEO SYSTEMS/CAMERAS	17,283.00	
						VENDOR TOTAL *	17,283.00	
0015945	LANGE, SCOTT							
150471	007033		01	02/22/2011	110-6042-433.40-98	EXPENSE REIMBURSEMENT	75.50	
						VENDOR TOTAL *	75.50	
0013313	LEACH ENTERPRISES, INC							
915732	006724		01	02/22/2011	110-6047-512.50-16	TRK/PRTS PW6 AND PW38	122.85	
916025	006992		01	02/22/2011	110-6047-512.50-16	PARTS/SUPPLIES	68.16	
						VENDOR TOTAL *	191.01	
0012723	LEXISNEXIS 1038740/1525805							
152580520110131006798			01	02/22/2011	110-2006-413.60-98	FULL CARE MANAGEMENT SYS	27.61	

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0012723	LEXISNEXIS	1038740/1525805					
103874020110131006690			01 02/22/2011	110-5030-421.30-98	MONTHLY FEE	541.00	
152580520110131006797			01 02/22/2011	530-0088-503.30-09	OFFENDER INFORMATION	82.89	
VENDOR TOTAL *						651.50	
0000509	LILJEBERG, GLEN R.						
01/19-01/31/11 006468			01 02/22/2011	110-0086-453.30-52	CATV PROF SVCS	867.50	
VENDOR TOTAL *						867.50	
0018018	MARQUARDT & BELMONTE, PC						
3823	006841		01 02/22/2011	110-0081-415.30-63	TRAFFIC PROSECUTIONS	4,839.44	
3824	006842		01 02/22/2011	110-0081-415.30-19	PROSECUTIONS FOR DUI	4,695.53	
VENDOR TOTAL *						9,534.97	
0007176	MCCANN INDUSTRIES INC						
07128354	006686		01 02/22/2011	110-6047-512.50-16	PARTS/SUPPLIES	208.00	
07128140	006725		01 02/22/2011	110-6047-512.50-16	TRK/PRTS PW22	79.74	
07128139	006796		01 02/22/2011	110-6047-512.50-16	TRK/PARTS PW22	985.00	
VENDOR TOTAL *						1,272.74	
0002941	MCMASTER-CARR SUPPLY CO-A/P ADDRESS						
75451137	006824		01 02/22/2011	110-6041-432.50-01	HARRISON STORM HEATER	79.89	
76146957	006799		01 02/22/2011	510-6052-501.40-31	RPLCD SAFETY CABINET FOR	700.08	
75459019	006823		01 02/22/2011	510-6057-502.40-25	LAB STILL REPAIRS	50.86	
75895915	006826		01 02/22/2011	510-6057-502.50-01	BLDG#2 BOILER TEMP GAUGE	51.83	
VENDOR TOTAL *						882.66	
0012075	MENARDS-GLENDALE HEIGHTS						
96584	007049		01 02/22/2011	510-6052-501.40-31	NIGHT WORK LIGHT SET	243.93	
VENDOR TOTAL *						243.93	
0002641	METROPOLITAN FAMILY SVCS DUPAGE						
JAN 2011	007082		01 02/22/2011	110-0083-443.60-48	SR SVCS PROF SVCS	5,575.45	
VENDOR TOTAL *						5,575.45	
0009371	MICRO CENTER A/R						
2460750	006593		01 02/22/2011	110-2008-413.40-73	COMPUTER SUPPLIES	51.95	
2471385	006594		01 02/22/2011	110-2008-413.40-72	COMPUTER HARDWARE	84.99	
VENDOR TOTAL *						136.94	
0008503	MIDWAY TRUCK PARTS						
734305	006728		01 02/22/2011	110-6047-512.50-16	TRK/PARTS PW52	116.25	
VENDOR TOTAL *						116.25	
0016423	MLRP 388 CAROL LLC						
MARCH 2011	006888		01 02/22/2011	110-7060-451.60-47	MONTHLY RENT/MARCH 2011	3,585.17	
VENDOR TOTAL *						3,585.17	
0018069	MUNICIPAL CODE CORP						

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0018069	MUNICIPAL CODE CORP	00200751	006601		01 02/22/2011	110-1001-411.30-54	MUNICIPAL CODE ONLINE	400.00		
								VENDOR TOTAL *	400.00	
0011645	MUNICIPAL EMERGENCY SERVICES	00213482	006779		01 02/22/2011	110-4020-422.40-62	ROPE AND HARNESS	843.12		
00213828	SNV	006780			01 02/22/2011	110-4020-422.40-62	GLOVES FOR F/F	123.67		
								VENDOR TOTAL *	966.79	
0017664	MY CAR WASH	1/01/11-1/31/11	006802		01 02/22/2011	110-6047-512.50-16	CAR WASHES PD	44.00		
								VENDOR TOTAL *	44.00	
0000384	NALCO CROSSBOW WATER	2044651	006821		01 02/22/2011	510-6057-502.40-25	WATER TANK EXCHANGE	159.50		
								VENDOR TOTAL *	159.50	
0016554	NORTHWESTERN GROUP MARKETING	MARCH 2011	006606		01 02/22/2011	110-1001-411.20-05	DENTAL INS	28.38		
MARCH 2011			006620		01 02/22/2011	110-1001-411.20-04	HEALTH INS	29.52		
MARCH 2011			006607		01 02/22/2011	110-2006-413.20-05	DENTAL INS	93.40		
MARCH 2011			006621		01 02/22/2011	110-2006-413.20-04	HEALTH INS	95.50		
MARCH 2011			006608		01 02/22/2011	110-2007-413.20-05	DENTAL INS	19.86		
MARCH 2011			006622		01 02/22/2011	110-2007-413.20-04	HEALTH INS	19.10		
MARCH 2011			006609		01 02/22/2011	110-2008-413.20-05	DENTAL INS	41.59		
MARCH 2011			006623		01 02/22/2011	110-2008-413.20-04	HEALTH INS	43.41		
MARCH 2011			006610		01 02/22/2011	110-3015-414.20-05	DENTAL INS	11.84		
MARCH 2011			006624		01 02/22/2011	110-3015-414.20-04	HEALTH INS	10.42		
MARCH 2011			006611		01 02/22/2011	110-4020-422.20-05	DENTAL INS	353.27		
MARCH 2011			006625		01 02/22/2011	110-4020-422.20-04	HEALTH INS	413.23		
MARCH 2011			006612		01 02/22/2011	110-4025-424.20-05	DENTAL INS	57.08		
MARCH 2011			006626		01 02/22/2011	110-4025-424.20-04	HEALTH INS	69.45		
MARCH 2011			006613		01 02/22/2011	110-5030-421.20-05	DENTAL INS	587.27		
MARCH 2011			006627		01 02/22/2011	110-5030-421.20-04	HEALTH INS	659.79		
MARCH 2011			006614		01 02/22/2011	110-6040-431.20-05	DENTAL INS	157.94		
MARCH 2011			006628		01 02/22/2011	110-6040-431.20-04	HEALTH INS	171.89		
MARCH 2011			006615		01 02/22/2011	110-7060-451.20-05	DENTAL INS	23.03		
MARCH 2011			006629		01 02/22/2011	110-7060-451.20-04	HEALTH INS	26.04		
MARCH 2011			006616		01 02/22/2011	210-8070-452.20-05	DENTAL INS	116.43		
MARCH 2011			006633		01 02/22/2011	210-8070-452.20-04	HEALTH INS	151.05		
MARCH 2011			006617		01 02/22/2011	510-6050-501.20-05	DENTAL INS	23.68		
MARCH 2011			006630		01 02/22/2011	510-6050-501.20-04	HEALTH INS	26.04		
MARCH 2011			006618		01 02/22/2011	510-6055-502.20-05	DENTAL INS	12.16		
MARCH 2011			006631		01 02/22/2011	510-6055-502.20-04	HEALTH INS	10.42		
MARCH 2011			006619		01 02/22/2011	530-0088-503.20-05	DENTAL INS	13.79		
MARCH 2011			006632		01 02/22/2011	530-0088-503.20-04	HEALTH INS	10.42		
								VENDOR TOTAL *	3,276.00	
0008640	OFFICE DEPOT									

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0008640 550360425001	OFFICE DEPOT 006817		01 02/22/2011	110-2006-413.40-33	OFFICE SUPPLIES	54.18	
VENDOR TOTAL *						54.18	
0013225 IL263-168027	OLSEN, WILLIAM 006912		01 02/10/2011	110-6042-433.40-98	SNOW REMOVAL REIMB	CHECK #: 141436	50.00
VENDOR TOTAL *						.00	50.00
0000415 INV1804123	ORR SAFETY CORP 007047		01 02/22/2011	510-6056-502.50-08	GAS DETECTOR REPAIRS	270.00	
VENDOR TOTAL *						270.00	
0014244 IL263-168044	OWENS, GLEN 006913		01 02/10/2011	110-6042-433.40-98	SNOW REMOVAL REIMB	CHECK #: 141437	50.00
VENDOR TOTAL *						.00	50.00
0004957 12/22-2/9	PANICO, DOMINIC 006919		01 02/10/2011	110-5030-421.30-49	PETTY CASH REIMBURSEMENT	CHECK #: 141443	5.70
12/22-2/9	006920		01 02/10/2011	110-5030-421.40-98	PETTY CASH REIMBURSEMENT	CHECK #: 141443	28.82
12/22-2/9	006921		01 02/10/2011	110-5030-421.60-11	PETTY CASH REIMBURSEMENT	CHECK #: 141443	43.00
12/22-2/9	006922		01 02/10/2011	110-5030-421.60-98	PETTY CASH REIMBURSEMENT	CHECK #: 141443	59.91
VENDOR TOTAL *						.00	137.43
0019442 1002	PATRIOT BOXING/FITNESS 006784		01 02/22/2011	110-4020-422.60-98	MEMBERSHIP	400.00	
VENDOR TOTAL *						400.00	
0000419 P60C0221774	PATTEN INDUSTRIES INC #774539 006795		01 02/22/2011	110-6047-512.50-16	TRK/PARTS PW198LSB	599.29	
P50C0733639	006989		01 02/22/2011	110-6047-512.40-34	OIL/GREASE	196.80	
VENDOR TOTAL *						796.09	
0017900 617	PIPE-VIEW LLC 006898		01 02/22/2011	510-6056-502.30-39	SEWER CLEANING/TELEVISIONING	17,855.79	
VENDOR TOTAL *						17,855.79	
0019416 800090900617327007052	PITNEY BOWES INC - PITTSBURGH 006860		01 02/22/2011	110-1001-411.30-49	POSTAGE	1,000.00	
577810			01 02/22/2011	110-2006-413.40-33	POSTAGE SUPPLIES	182.72	
800090900617327007054			01 02/22/2011	110-2006-413.30-49	POSTAGE	350.00	
800090900617327007055			01 02/22/2011	110-2007-413.30-49	POSTAGE	250.00	
800090900617327007056			01 02/22/2011	110-3015-414.30-49	POSTAGE	250.00	
800090900617327007058			01 02/22/2011	110-4020-422.30-49	POSTAGE	250.00	
800090900617327007059			01 02/22/2011	110-4025-424.30-49	POSTAGE	250.00	
800090900617327007060			01 02/22/2011	110-5030-421.30-49	POSTAGE	750.00	
800090900617327007061			01 02/22/2011	110-6040-431.30-49	POSTAGE	750.00	
800090900617327007062			01 02/22/2011	110-7060-451.30-49	POSTAGE	250.00	
800090900617327007064			01 02/22/2011	530-0088-503.30-49	POSTAGE	900.00	
VENDOR TOTAL *						5,182.72	
0016869	PORTER LEE CORP						

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0016869 10035	PORTER LEE CORP 006692		01 02/22/2011	110-5030-421.40-31	CRADLE KIT	185.00	
					VENDOR TOTAL *	185.00	
0014727 66310	R & B SUPPLY CO, INC 006731		01 02/22/2011	110-6047-512.50-16	SUPPLIES	378.53	
					VENDOR TOTAL *	378.53	
0016300 95647	RB ENTERPRISES - ST CHARLES 006864		01 02/22/2011	110-6042-433.30-72	SNOW CONTRACT SIDEWALK	365.00	
97490	006865		01 02/22/2011	110-6042-433.30-72	SNOW CONTRACT SIDEWALK	438.00	
97491	006866		01 02/22/2011	110-6042-433.30-72	SNOW CONTRACT SIDEWALK	370.00	
97686	006867		01 02/22/2011	110-6042-433.30-72	SNOW CONTRACT SIDEWALK	370.00	
97685	006985		01 02/22/2011	110-6042-433.30-72	SNOW REMOVAL	785.00	
98135	006986		01 02/22/2011	110-6042-433.30-72	SNOW REMOVAL	858.00	
					VENDOR TOTAL *	3,186.00	
0008861 11-10971	ROYAL RECOGNITION 006599		01 02/22/2011	110-2007-413.60-23	SERVICE AWARD	74.32	
11-11016	006769		01 02/22/2011	110-2007-413.60-23	SERVICE AWARDS	134.09	
11-11252	006800		01 02/22/2011	110-2007-413.60-23	SERVICE AWARDS	78.79	
11-11271	006997		01 02/22/2011	110-2007-413.60-23	SERVICE AWARD	202.02	
					VENDOR TOTAL *	489.22	
0001751 3352963 RI	S & S INDUSTRIAL SUPPLY 006878		01 02/22/2011	110-6047-512.50-16	CENT EQUIP MAINT PARTS	111.36	
					VENDOR TOTAL *	111.36	
0019530 5/10/11	SAINT CHARLES POLICE DEPT 007035		01 02/22/2011	110-5030-421.60-11	REGISTRATION FEE	190.00	
					VENDOR TOTAL *	190.00	
0000481 109787	SERVICE SPRING 006735		01 02/22/2011	110-6047-512.50-02	TRK/PARTS PW64	317.70	
					VENDOR TOTAL *	317.70	
0000486 56355	SICALCO LTD 006987		01 02/22/2011	110-6042-433.40-47	SNOW REMOVAL	2,455.14	
					VENDOR TOTAL *	2,455.14	
0014453 28814	SOLID IMPRESSIONS 007013		01 02/22/2011	110-7060-451.60-44	EXHIBIT EXPENSE	80.02	
					VENDOR TOTAL *	80.02	
0014033 1101017286	SPECTER INSTRUMENTS 006827		01 02/22/2011	510-6051-501.50-04	ANNUAL SOFTWARE SUPPORT	790.00	
					VENDOR TOTAL *	790.00	
0018176	SPIROFF & GOSSELAR, LTD						

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0018176 58010M	SPIROFF & GOSSELAR, LTD 006850		01 02/22/2011	110-0081-415.30-36	PROFESSIONAL SERVICES	2,278.00	
					VENDOR TOTAL *	2,278.00	
0014665 IL263-168032	ST JOHN, MICHAEL 006915		01 02/10/2011	110-6042-433.40-98	SNOW REMOVAL REIMB	CHECK #: 141439	50.00
					VENDOR TOTAL *	.00	50.00
0004546 94911194	STATE INDUSTRIAL PRODUCTS 006880		01 02/22/2011	110-6046-418.40-24	JANITORIAL SUPPLIES	427.94	
					VENDOR TOTAL *	427.94	
0016159 IL263-168035	STEFANS, MICHELLE 006914		01 02/10/2011	110-6042-433.40-98	SNOW REMOVAL REIMB	CHECK #: 141438	50.00
					VENDOR TOTAL *	.00	50.00
0009851 IL263-168024	STENSON, RICHARD 006927		01 02/10/2011	110-6042-433.40-98	SNOW REMOVAL REIMB	CHECK #: 141448	50.00
					VENDOR TOTAL *	.00	50.00
0019533 5068989 5069762 55433	STIPELMAN, HILARY EDDY 007007 007008 007009		01 02/22/2011 01 02/22/2011 01 02/22/2011	110-7060-451.60-65 110-7060-451.60-65 110-7060-451.60-65	EXPENSE REIMBURSEMENT EXPENSE REIMBURSEMENT EXPENSE REIMBURSEMENT	30.00 32.00 86.90	
					VENDOR TOTAL *	148.90	
0000503 IN000034551 IN000034551	STREICH & SONS INC, P R 006787 006788		01 02/22/2011 01 02/22/2011	110-6047-512.50-16 110-6047-512.50-02	LUBE ROOM REPAIRS LUBE ROOM REPAIRS	563.00 522.00	
					VENDOR TOTAL *	1,085.00	
0008443 1808133	STREICHER'S 006602		01 02/22/2011	110-5030-421.40-11	UNIFORM SUPPLIES	30.99	
					VENDOR TOTAL *	30.99	
0008228 6560	SUBURBAN LABORATORIES INC 006828		01 02/22/2011	510-6057-502.30-33	PW WWTP LAB TESTING	432.00	
					VENDOR TOTAL *	432.00	
0002854 2271	SUNRISE COMMUNICATIONS, INC 006503		01 02/22/2011	110-0086-453.30-52	DVD DUPLICATION	111.00	
					VENDOR TOTAL *	111.00	
0000877 1/27/11-1/27/11006768	TANNEHILL, ROBERT A 006768		01 02/22/2011	760-0000-491.60-59	EXPENSE REIMBURSEMENT	17.30	
					VENDOR TOTAL *	17.30	
0000523 20374-00	TERMINAL SUPPLY CO 006750		01 02/22/2011	110-6047-512.50-16	TRK/PARTS PW25/76	91.72	

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VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0000523 22868-00	TERMINAL SUPPLY CO 006868		01 02/22/2011	110-6047-512.50-16	CENTRAL EQUIP MAINT	30.84	
VENDOR TOTAL *						122.56	
0005344 63175	TERRY, DANIEL 007032		01 02/22/2011	110-6042-433.40-98	EXPENSE REIMBURSEMENT	87.36	
VENDOR TOTAL *						87.36	
0010869 P29262550101 P29421300101 P29243810102	TIGERDIRECT.COM 006590 006591 006830		01 02/22/2011 01 02/22/2011 01 02/22/2011	110-2008-413.40-72 110-2008-413.40-72 510-6057-502.50-10	COMPUTER HARDWARE COMPUTER HARDWARE UPS UNITS	244.52 575.03 223.74	
VENDOR TOTAL *						1,043.29	
0017950 125429 125322	TODD, MICHAEL & CO, INC 006726 006727		01 02/22/2011 01 02/22/2011	110-6042-433.50-16 110-6042-433.50-16	SNOW BRUSHES 32" BRUSHES	392.76 447.56	
VENDOR TOTAL *						840.32	
0009514 51661	STONE COMMANDER 006592		01 02/22/2011	110-2008-413.50-25	SWITCHBOARD CONSOLE REPLA	383.11	
VENDOR TOTAL *						383.11	
0000905 IL263-167917	TOPPEL, SAM H 006916		01 02/10/2011	110-6042-433.40-98	SNOW REMOVAL REIMB	CHECK #: 141440	150.00
VENDOR TOTAL *						.00	150.00
0000533 68563	TRAFFIC CONTROL & PROTECTION 006684		01 02/22/2011	110-6041-432.40-52	POST/ALUMINUM BLANK	269.61	
VENDOR TOTAL *						269.61	
0000535 01101037 01101032	TRANS UNION LLC 006807 006808		01 02/22/2011 01 02/22/2011	110-5030-421.30-98 110-5030-421.30-98	APPLICANT BACKGROUND CHK MONTHLY CONTRACT	85.65 45.00	
VENDOR TOTAL *						130.65	
0000403 CM6142757 011464 6151062 CM6151062 6150927 CM6150927 6150965 6151584 CM6151584	TRANSCHICAGO TRUCK GROUP AND 006058 006060 006737 006740 006743 006745 006748 006793 006794		01 01/31/2011 01 01/31/2011 01 02/22/2011 01 02/22/2011 01 02/22/2011 01 02/22/2011 01 02/22/2011 01 02/22/2011 01 02/22/2011	110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16	RETURNED MERCHANDISE RETURNED MERCHANDISE TRK/PARTS PW52 RETURNED MERCHANDISE TRK/PARTS PW15 RETURNED MERCHANDISE TRK/PARTS PW15 TRK/PARTS PW113 RETURNED MERCHANDISE	80.70- 114.00- 221.40 35.23- 227.63 132.63- 105.26 755.50 174.97-	
VENDOR TOTAL *						772.26	
0005044	TRANSYSTEMS CORP						

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 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 02/22/2011 CHECK DATE: 02/24/2011

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VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0005044	TRANSYSTEMS CORP						
INV-0002017516	007028		01 02/22/2011	110-6041-432.80-15	PROFESSIONAL SVCS	2,981.69	
INV-0002022125	006883		01 02/22/2011	310-0089-461.80-26	PROF ENG SVCS FOR FIRST	3,439.86	
VENDOR TOTAL *						6,421.55	
0000536	TREE TOWNS REPROGRAPHICS, INC						
0000155969	007014		01 02/22/2011	110-7060-451.60-44	EXHIBIT BOARD PRINT	107.25	
0000155915	007015		01 02/22/2011	110-7060-451.60-44	EXHIBIT BOARD PRINT	231.68	
0000155909	006839		01 02/22/2011	510-6056-502.40-98	LAMINATING MAPS	211.50	
VENDOR TOTAL *						550.43	
0000538	TRI-STATE HYDRAULICS INC						
319370	006753		01 02/22/2011	110-6042-433.50-16	TRK/PARTS PW15	115.00	
319350	006792		01 02/22/2011	110-6047-512.50-02	TRK/PARTS PW22	920.00	
VENDOR TOTAL *						1,035.00	
0011422	TRITECH FORENSICS						
63924	006600		01 02/22/2011	110-5030-421.40-98	EVIDENCE SUPPLIES	339.50	
VENDOR TOTAL *						339.50	
0016865	TRUGREEN - 2806						
045989	006653		01 02/22/2011	110-6042-433.40-46	SALT	1,350.00	
VENDOR TOTAL *						1,350.00	
0019534	UNIFIRST CORP						
081 0668960	006976		01 02/22/2011	110-6041-432.40-62	UNIFORMS	104.00	
081 0668960	006977		01 02/22/2011	510-6052-501.40-62	UNIFORMS	104.00	
VENDOR TOTAL *						208.00	
0002337	UNION PACIFIC RAILROAD CO-OMAHA						
194-88	006930		01 02/22/2011	530-0088-503.30-59	PARKING LOT LEASE	2,345.22	
VENDOR TOTAL *						2,345.22	
0005115	UNIVERSAL TAXI DISPATCH, INC						
6690	006496		01 02/22/2011	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	543.80	
6690	006497		01 02/22/2011	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	6.60	
VENDOR TOTAL *						550.40	
0006266	UNTOUCHABLE AUTO WASH						
JAN 2010	006691		01 02/22/2011	110-6047-512.50-16	CAR WASHES	200.00	
VENDOR TOTAL *						200.00	
0000550	URICK, EUGENIE						
01/19-01/31/11	006467		01 02/22/2011	110-0086-453.30-52	CATV PROF SVCS	1,105.00	
VENDOR TOTAL *						1,105.00	
0000555	VAN SLYKE ENTERPRISES						
JAN 2011	007081		01 02/22/2011	110-3015-414.30-12	CITY PROPERTY PROF SVCS	4,850.00	
JAN 2011	007078		01 02/22/2011	310-0089-461.30-52	TIF I PROF SVCS	2,250.00	

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VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0000555 JAN 2011	VAN SLYKE ENTERPRISES 007079		01 02/22/2011	320-0090-462.30-52	TIF II PROF SVCS	75.00	
JAN 2011	007080		01 02/22/2011	325-0092-465.30-12	TIF III PROF SVCS	75.00	
VENDOR TOTAL *						7,250.00	
0006055 127105	VILLAGE OF BENSENVILLE 006818		01 02/22/2011	110-7060-451.30-98	SCHOOLHOUSE WATER/SEWER	37.75	
VENDOR TOTAL *						37.75	
0019528 141	WEISENSEE, MICHAEL 006885		01 02/22/2011	530-0000-341.50-00	REFUND OF OVERNITE PARK	18.06	
VENDOR TOTAL *						18.06	
0012571 IL263-168015	WEISS, KATHLEEN 006928		01 02/10/2011	110-6042-433.40-98	SNOW REMOVAL REIMB	CHECK #: 141449	50.00
VENDOR TOTAL *						.00	50.00
0015717 400690 400250 400546 400551	WENTWORTH TIRE-BENSENVILLE 006756 006757 006758 006791		01 02/22/2011 01 02/22/2011 01 02/22/2011 01 02/22/2011	110-6047-512.50-20 110-6047-512.50-20 110-6047-512.50-20 110-6047-512.50-20	TRK/PARTS PW6 TRK/PARTS PW27 TRK/PARTS PW34 REPAIR TRK/PARTS PW22	198.99 489.84 27.00 1,170.00	
VENDOR TOTAL *						1,885.83	
0000573 44580	WEST AUTOMOTIVE SERVICE INC 006789		01 02/22/2011	110-6047-512.50-02	AUTO/PARTS E-20	656.80	
VENDOR TOTAL *						656.80	
0000576 112187.1 112470 109022 108988 109229 110360 110657 111190 3832CM 112758 112608 112660 3877CM 112608	WEST SUBURBAN OP, INC. 006777 006776 006663 006664 006665 006666 006667 006668 006669 006670 006661 006811 007000 006662		01 02/22/2011 01 02/22/2011	110-4020-422.40-33 110-4022-423.40-33 110-5030-421.40-33 110-5030-421.40-33 110-5030-421.40-33 110-5030-421.40-33 110-5030-421.40-33 110-5030-421.40-33 110-5030-421.40-33 110-5030-421.40-33 110-5030-421.40-33 110-6040-431.40-33 110-6040-431.40-98 110-7060-451.60-44 510-6050-501.40-33	SUPPLIES SUPPLIES MONTHLY PLANNER MESSAGE CENTER FILE POCKET SUPPLIES MARKER/TAPE CARTRIDGES SUPPLIES RETURNED MERCHANDISE WALL FILE SUPPLIES OFFICE SUPPLIES RETURNED MERCHANDISE SUPPLIES	19.99 17.59 15.44 8.96 14.42 348.79 80.03 82.29 20.98- 20.02 24.43 38.39 46.86- 24.44	
VENDOR TOTAL *						626.95	
0015020 1631	WHITE KNIGHT DETAIL 006759		01 02/22/2011	110-6047-512.50-02	AUTO/PARTS PD30 DETAIL	90.00	
VENDOR TOTAL *						90.00	
0019532	WHITNEY, RONALD						

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 CITY OF ELMHURST, ILLINOIS
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0019532 IL263-168018	WHITNEY, RONALD 006929		01 02/10/2011	110-6042-433.40-98	SNOW REMOVAL REIMB	CHECK #: 141450	50.00
VENDOR TOTAL *						.00	50.00
0002838	WHOLESALE DIRECT						
000183260	006761		01 02/22/2011	110-6042-433.50-16	SUPPLIES FOR STOCK	197.63	
000183363	006508		01 02/22/2011	110-6047-512.50-16	DURA/KLEAR BLADE	118.50	
100005436	006760		01 02/22/2011	110-6047-512.50-16	RETURNED MERCHANDISE	171.70-	
000183463	006990		01 02/22/2011	110-6047-512.50-16	PARTS/SUPPLIES	152.85	
000183509	006991		01 02/22/2011	110-6047-512.50-16	PARTS/SUPPLIES	265.01	
VENDOR TOTAL *						562.29	
0019525 01/31/2011	WILLIAMS, KENT 006689		01 02/22/2011	110-5030-421.60-11	TRAINING SPEAKER FEES	2,250.00	
VENDOR TOTAL *						2,250.00	
0010931 355325	WORLD FUEL SERVICES 006995		01 02/22/2011	110-6047-512.40-19	GASOLINE PURCHASE	19,074.92	
VENDOR TOTAL *						19,074.92	
0000582	ZENGERS INC						
1249325-1	006762		01 02/22/2011	110-6047-512.40-53	SUPPLIES FOR SHOP	109.02	
1249216-1	006763		01 02/22/2011	110-6047-512.40-53	SUPPLIES FOR SHOP	51.63	
1249540-1	006764		01 02/22/2011	110-6047-512.40-53	RETURNED MERCHANDISE	5.99-	
VENDOR TOTAL *						154.66	
0018666 IL263-168026	ZULAS, PHIL 006917		01 02/10/2011	110-6042-433.40-98	SNOW REMOVAL REIMB	CHECK #: 141441	50.00
VENDOR TOTAL *						.00	50.00
HAND ISSUED TOTAL ***							17,250.17
TOTAL EXPENDITURES ****						854,843.52	17,250.17
*****							872,093.69
GRAND TOTAL							



CITY OF ELMHURST

209 NORTH YORK STREET
ELMHURST, ILLINOIS 60126-2759
(630) 530-3000
www.elmhurst.org

PETER "PETE" DICIANNI
MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

February 16, 2011

To: Members of the City Council

Re: Vehicle Sticker Discount for the Disabled – Mayor DiCianni

It is respectfully requested that the attached letter regarding offering a vehicle sticker discount for the disabled be referred to the Finance, Council Affairs and Administrative Services Committee for review and report back to the City Council with recommendations.

Respectfully submitted,

Peter P. DiCianni III
Mayor

/ds
Attachment

**Copies To All
Elected Officials**
02-17-11



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CITY MANAGER

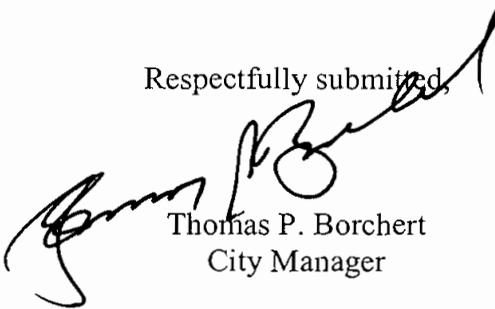
February 16, 2011

To: Mayor DiCianni and Members of the City Council

Re: DuPage Mayors and Managers Conference
2011 Legislative Action Program

It is respectfully requested that the 2011 DuPage Mayors and Managers Conference 2011 Legislative Action Program be referred to the Finance, Council Affairs and Administrative Services Committee for their review, evaluation and subsequent recommendation to City Council.

Respectfully submitted,



Thomas P. Borchert
City Manager

TPB/ds

**Copies To All
Elected Officials**

02-17-11



DUPAGE MAYORS AND MANAGERS CONFERENCE

an association of municipalities representing 1,000,000 people

1220 Oak Brook Road
Oak Brook, Illinois 60523
(630) 571-0480
Fax: (630) 571-0484
www.dmmc-cog.org

cc: City Council
David Homas

Founded June 19, 1962

MEMBER MUNICIPALITIES

- Addison
- Aurora
- Bartlett
- Bensenville
- Bloomington
- Bolingbrook
- Burr Ridge
- Carol Stream
- Clarendon Hills
- Downers Grove
- Elmhurst
- Glen Ellyn
- Glendale Heights
- Hanover Park
- Hinsdale
- Itasca
- Lisle
- Lombard
- Naperville
- Oak Brook
- Oakbrook Terrace
- Roselle
- St. Charles
- Villa Park
- Warrenville
- Wayne
- West Chicago
- Westmont
- Wheaton
- Willowbrook
- Winfield
- Wood Dale
- Woodridge

February 11, 2011

MEMORANDUM TO: MANAGERS / ADMINISTRATORS

FROM: DAVID BRUMMEL
DMMC CONFERENCE PRESIDENT

RE: 2011 LEGISLATIVE ACTION PROGRAM

I am pleased to forward you copies of the Conference's *2011 Legislative Action Program (LAP)*. We greatly value this opportunity to give a municipal voice to the more than 1,000,000 residents of our 32 member communities.

A sufficient quantity of LAP booklets is enclosed so that you may distribute them to your Mayor/President and entire Council/Board. We hope you will find it a valuable document and reference it often during the year.

Many of our member communities endorse all or part of the LAP. Also enclosed for your use is a sample Resolution to Adopt Municipal Legislative Positions and Priorities for the 2011 Legislative Session. Please feel free to edit the resolution to fit the needs of your municipality, if necessary.

Electronic versions of both the LAP and sample Resolution will be emailed to you.

The proposals in this year's LAP reflect the needs and values of municipalities as they strive to maintain local economic viability and a healthy sense of community, which are necessary to promote safe, livable, and sustainable communities.

If you have any comments or questions regarding the contents of the *2011 Legislative Action Program*, please feel free to contact Rick Curneal, Legislative Director, at rcurneal@dmmc-cog.org or (630) 571-0480, ext. 225.

Thank you.

RECEIVED FEB 15 2011



LEGISLATIVE ACTION PROGRAM 2011

CRITICAL PRIORITIES

- PUBLIC SAFETY PENSION REFORMS
- PROTECT MUNICIPAL REVENUES

PRIORITIES

- FOIA REFORMS
- REPEAL OR AMEND P.A. 96-1416: STANDARDS FOR DISPOSAL OF CLEAN CONSTRUCTION DEBRIS
- ELIMINATE LEGISLATIVE BARRIERS TO CONSOLIDATION OF POLICE AND FIRE SERVICE

This document represents municipal positions on state and federal issues affecting local government and the DuPage Mayors and Managers Conference's desire to build and maintain a collaborative partnership between state and local government as we serve our common constituency.

LEGISLATIVE PRIORITIES

Legislative Priorities are those specific, important issues that the Conference pursues either through drafting and sponsoring legislation; or through strong advocacy in cooperation with other municipal organizations. Legislative Priorities have always been the primary focus of our legislative efforts.

CRITICAL PRIORITY: PUBLIC SAFETY PENSION REFORMS

In 2008, the legislature adopted proposals from municipalities that would bring improved accountability, ethics, professionalization of fund management, conflict-of-interest restrictions, and public disclosure of pension board activity. In 2010, police and fire pensions became a two-tier system that gave some relief to municipalities – though that relief will mostly occur in future years. These reforms were important and overdue – but more still needs to be done.

- *Pension Reform for CURRENT Public Safety Employees* – It is imperative that mitigation for existing benefits of employees be addressed. These provisions continue to put communities in jeopardy of bankruptcy. The only way to stabilize municipal budgets and current pension benefits is to enact legislation that will prospectively reduce the pension benefits that current employees will earn as a result of future work performed after the legislation takes effect.
- *Remove Pension Levies from Tax Cap* – Because of previous state-mandated pension increases, combined with current economic conditions, it is imperative to have pension costs removed from the tax cap for non-home rule communities.
- *Pension Boards* – Both police and fire pension boards are essentially run by the beneficiaries of the pension (boards are comprised of two members appointed by the mayor; two active members participating in the pension system; and one annuitant). Because of this, the employer may be completely cut out of the decisions made about the system. The employer, not the employees, should have majority representation on the pension board. In addition, municipalities used to have the right to appear before police and fire pension boards to provide evidence that might contradict a disability claim, or to aid in the determination regarding whether a pension benefit should be awarded. That right was taken away by the courts, and it needs to be restored by the General Assembly.
- *Permissive Authority for Police and Fire Pension Boards to Invest Funds in IMRF* – Police and fire pension boards are restricted to certain investments based upon the fund's size, but they should be allowed to voluntarily elect to invest money with IMRF, a professionally managed system subject to far fewer investment restrictions.
- *Oppose All Pension Sweeteners for Either Tier* – Because only the legislature can determine pension provisions, and has used that authority liberally in past years, the recent reforms will be meaningless if additional benefit increases are granted. The legislature must reject ANY pension sweetener that affects either tier of either the police or fire pensions.
- *Increase Employee Contributions* – A fundamental principle of pension funding is that employees as well as employers contribute to pension costs. Taxpayers contribute about 200% to 300% more toward pensions than do the employees themselves. The employee's contribution should be increased to bring it even with the amount contributed by the taxpayers.

- *Enact a Rolling Amortization Period for Pension Funding* – Under the current law, 2040 is the fixed deadline for amortizing the pension debt. This fixed deadline exacerbates the pressure on the taxpayers, as they will see their contribution amount continue to climb. The fixed deadline is unnecessary. The Government Accounting Standards Board, which is the source of generally accepted accounting principles for state and local governments, currently permits a 30-year rolling amortization period. This generally accepted accounting principle should be applied to protect the taxpayers who fund the police and firefighter pension systems.
- *The Compliance/Penalty Provisions in Senate Bill 3538 Must be Amended* – These provisions do not become effective until 2016, and will be preceded by COGFA studies. Nonetheless, the Conference will continue to work for compliance that is reasonable, understandable, and fair to pension systems and taxpayers.

Continued reforms to the police and fire pension systems are needed to protect the pension systems and the obligations to police officers and firefighters, while recognizing the on-going stress these pensions place on municipalities and their taxpayers.

CRITICAL PRIORITY: PROTECT MUNICIPAL REVENUES

Local governments are challenged to fund essential services with existing resources. Local revenue sources are limited and restricted by the state and many revenues are dependent on state authorization, collection and distribution. Municipalities are often threatened with revenue diversions (both permanent and temporary) and state fee increases (beyond the value of the service provided).

Recently, municipalities have opposed efforts to reduce the local share of income tax, sales tax “holidays” that decrease revenue, and annual funds sweeps that divert funds intended for local programs. Further, the state has recently been up to six months behind in Local Government Distributive Fund (LGDF) payments to municipalities.

The Comptroller should be required to transfer funds from the General Revenue Fund to the LGDF and distribute those funds to municipalities within seven days after receiving the certification from the DOR and the Treasurer’s Office, and a penalty would occur if the funds were not transferred and distributed within 21 days.

The state should not balance its budget on the backs of municipalities, and should not disrupt local budgets by removing or reducing local revenues.

FOIA REFORMS

Municipalities have worked with the new FOIA legislation (P.A. 96-0542) for more than half a year, and have begun to identify some minor changes that would make the Act more user-friendly and less reliant on adjudication with the Public Access Counselor.

These changes include:

- Charge a fee for providing records for commercial purpose that is based on the full cost of producing the records or the easily discernable commercial value of the record;
- Any public document that is available on a municipality’s website would satisfy the requirements of FOIA; and
- Require the General Assembly to be subject to FOIA.

The Conference has worked with members to implement the new FOIA provisions, but there is a need to make some changes to small items that have a significant impact to municipalities.

REPEAL OR AMEND P.A. 96-1416: STANDARDS FOR DISPOSAL OF CLEAN CONSTRUCTION DEBRIS

Public Act 96-1416 has resulted in significant impacts on municipalities, increasing the cost of public improvement contracts and day-to-day public works operations.

The Act is intended to provide enhanced environment protection by enacting more rigorous regulation of Clean Construction Demolition Debris (CCDD) fill sites. Spoils from municipal operations (such as excavation for utility repairs, tree planting, and public improvements) have generally been transported to CCDD sites for disposal.

P.A. 96-1416 is intended to reduce the probability that contaminated material would be incorrectly classified and dumped in a CCDD site. However, when applied to day-to-day municipal operations, the new legislation will generate substantial difficulties, which will result in an increase in municipal costs.

Changes should include:

- Apply appropriate definition of "uncontaminated soil";
- Allow the temporary stockpiling of small excavations into a larger unit to provide for more cost-effective testing;
- Exempt excavations of negligible volume (such as tree planting); and
- Change the designation of municipal right-of-way to "residential".

The Conference objects to important and complicated legislation passed without detailed review, and requests the repeal of this legislation in order for it to be studied and reviewed thoroughly.

ELIMINATE LEGISLATIVE BARRIERS TO CONSOLIDATION OF POLICE AND FIRE SERVICES

Government at all levels are struggling to maintain programs and services with decreasing revenues, but barriers (statutes, rules, home-rule limits) often make it difficult to consider significant cost savings through consolidation.

Municipalities are especially interested in developing better ways to provide programs and services without raising taxes or fees and living within their means. One significant opportunity that would have a major impact on municipal budgets is coordination and consolidation of services – especially the two biggest programs with the greatest financial costs: police and fire.

There are several efforts underway (large and small) to move toward coordination and consolidation. But state statutes often affect these efforts – either through legislation that limits or prohibits these efforts, or through lack of legislation necessary to implement these changes.

Some examples that municipalities pursuing coordination and consolidation have found include:

- Multiple referendums to dissolve and join departments and districts;
- Municipal boundaries that include areas inside and outside the county;
- Disposition of assets and extinguishing of debt;
- Consolidation of pension plans;
- Authority of fire and police commission members;
- Contracts and labor agreements; and
- Distribution of property tax.

The Conference supports the removal of all barriers to allow municipalities to pursue coordination and consolidation to save money and reduce the burden on taxpayers.

LEGISLATIVE PRINCIPLES

Legislative Principles represent the basis and underpinnings of our legislative effort and provide a guide for legislative review. They help understand how legislative positions are developed, and they serve as a benchmark to evaluate the impact of legislative proposals on municipalities.

PROTECT MUNICIPAL REVENUES

Local governments are challenged to fund essential services with existing resources. Local revenue sources are limited and restricted by the state. Many revenues are dependent on state authorization, collection and distribution. Municipalities are often threatened with revenue diversions (both permanent and temporary) and state fee increases (beyond the value of the service provided). In recent times, municipalities have completely lost revenue sources through action of the state (sales tax on truck sales, photo processing tax). The state should not balance its budget on the backs of municipalities, and should not disrupt local budgets by removing or reducing local revenues.

REJECT UNFUNDED STATE MANDATES

The state should avoid policies that impose disproportionate responsibilities on local governments or increased financial liability without recognizing and financing the impact of those policies. Too often, legislation requires communities to divert local expenditures from municipal responsibilities and use them to fund state-imposed programs. This is not about the need or efficacy of the program, but rather, about the decision of the state to abdicate responsibility for funding the state's program. State policies should not impose new obligations on local governments or increase financial liability without providing adequate funds to reimburse municipalities for these new mandates.

RESPECT HOME RULE AUTHORITY

There are nearly 200 home rule municipalities in Illinois. Home rule municipalities have self-governance authority to serve these communities and to customize laws to meet the specific needs of citizens. Locally elected officials in those home rule communities are able to determine what is best for their communities and the state should not limit home rule authority. The distinction between home rule and non-home rule communities should be removed to recognize the ability of all municipalities to govern themselves, regardless of population. The state should not restrict or override home rule authority or the authority of residents to govern their communities.

PRESERVE THE RIGHT OF MUNICIPALITIES TO MANAGE EMPLOYEES AND DETERMINE WAGES AND BENEFITS

In most municipal operating budgets, nearly three-fourths of expenditures are for personnel. Certainly good wages and benefits are important, but must be balanced with other municipal spending priorities. In recent years, state-mandated pension and benefit increases have stretched local government budgets and forced service reductions and tax increases. Pensions, especially, have burdened municipalities as the legislature adds more and more benefits. These increases and pension sweeteners increase the tax burden to residents and must be reigned in. Additionally, mandated rules on how employees are hired, managed, paid and disciplined interfere with the employer/employee relationship. The state must preserve the authority for all decisions impacting employees to be made by the municipal employer.

LEGISLATIVE PRINCIPLES, CONTINUED

PRESERVE LOCAL AUTHORITY

Freedom to make decisions at the local level is the best way that municipalities can fully serve their unique constituencies. Activities such as franchising, zoning, issuing permits and licenses, and local code enforcement are fundamental responsibilities of local governments. Further, policies should not undermine or preempt local authority to protect the health, safety and welfare of local residents. Preemptive policies constrain the ability of local elected officials to tailor policies to local needs and demands. The state must reject laws that erode local decision-making authority.

PROTECT THE PUBLIC RIGHTS-OF-WAY AND ADVANCE THE MODERNIZATION OF PUBLIC UTILITIES

Regulated public utilities provide municipalities with necessary services and commodities. In order to deliver these services and commodities, regulated public utilities utilize the public rights-of-way. Municipalities, residents, and commercial interests should have a role in the decisions affecting this land both as interested parties and as customers of the regulated public utility. Regulated utilities must become more open to new technologies, new approaches and new behaviors to become better partners with municipalities and residents; and must also develop a proactive culture of customer service, open communications, reliability, and addressing localized matters of importance.

LEGISLATIVE POSITION STATEMENTS

Legislative Position Statements are expressions of support or opposition on issues that affect municipalities. They can be legislative proposals that re-appear frequently and generate some efforts by the Conference to educate legislators of the pros/cons of the issues; or they may never arise during the legislative year. They generally require less time and effort than Legislative Priorities, though on occasion, they may become more significant and require more time and effort from the Conference.

STATE AND LOCAL FINANCE

SUPPORT LOCAL FUNDING ALTERNATIVES

Support alternative revenue sources, which lessen reliance on the property tax.

PROMOTE REGIONAL EQUITY

Assure that there is a reasonably close relationship between the amount of tax dollars raised within a municipality or county by state and regional agencies, compared to the amount of dollars or services returned to those municipalities and counties by those state and regional agencies.

PERMIT MUNICIPAL ADMINISTRATION OF MOTOR FUEL TAX FUNDS

Unless IDOT becomes more transparent in its implementation of the "policy" to give municipalities more flexibility, local governments will pursue a legislative resolution.

REMOVE REFERENDUM FOR REAL ESTATE TRANSFER TAX

Allow municipalities to enact or increase a real estate transfer tax without a referendum.

LOCAL GOVERNMENT AUTHORITY

REMOVE BARRIERS FROM NON-HOME RULE MUNICIPAL AUTHORITY

- **CRIME FREE HOUSING** The Conference demands that legislation be approved so that ALL communities can use this successful program
- **STATE AND LOCAL FUNDING ALTERNATIVES** Allow municipalities with no property tax base to levy an initial property tax without referendum
- **HOTEL MOTEL TAX REVENUE** Amend the Hotel Motel Tax to expand the use of funds by non-home rule municipalities
- **ACCESS TO SALES TAX INFORMATION** Grant municipalities access to Illinois Department of Revenue sales tax information by individual retailer for enforcement and budgeting purposes
- **NON-HOME RULE SALES TAX EXPENDITURE** Allow the temporary legislation for non-home rule sales tax to be used for operations permanently
- **AUTHORIZATION FOR PART-TIME CODE ENFORCEMENT EMPLOYEES** State statutes relating to housing codes, zoning ordinances, and nuisances for non-home rule communities require that a full-time municipal employee issue the citation for violations

LEGISLATIVE POSITION STATEMENTS, CONTINUED

- **ABILITY OF NON-HOME RULE MUNICIPALITIES TO TAX OUT-OF-STATE GAS** While home rule municipalities can levy a tax on natural gas provided by out-of-state companies, non-home rule municipalities should also be able to levy the tax
- **SUPPORT NEGATIVE USE RESTRICTIONS** Allow non-home rule communities to enact negative use restrictions that prevent “big box” stores that relocate outside a community from prohibiting another, similar business from locating at the previous site
- **REGULATION AND LICENSING DEALERS OF SECOND HAND GOODS** Non-home rule communities would be allowed to regulate businesses dealing in second hand goods if the legislature would add them to the list of businesses that can be licensed and regulated
- **ALLOW MUNICIPALITIES TO PROVIDE ECONOMIC DEVELOPMENT INCENTIVES** Non-home rule communities should be allowed to provide tax incentives and other economic incentives and benefits to encourage economic development within the community
- **PERMIT ADMINISTRATIVE ADJUDICATION** Allow prosecution of minor offenses through local administrative adjudication for non-home rule municipalities, and increase the limit for adjudication of civil fines up to \$1,000

AMEND OPEN MEETINGS ACT

Amend the Open Meetings Act to exclude the use of email in the definition of “meeting” (except when used as immediate electronic communication), allow electronic meeting attendance in cases of non-emergencies and out-of-town vacations, and clarify the Open Meetings Act to explicitly authorize municipal boards to vote on items raised under “New Business”.

TORT REFORM

Protect the Tort Immunity Act from changes that create undue liability exposure for municipalities.

REQUIRE ELECTION OF TAXING BODIES

Require all special districts with taxing authority to have Board members that are elected, and not appointed.

REQUIRE MUNICIPAL CONTROL OF FOREIGN FIRE INSURANCE TAX

Elected municipal officials, not fire department members, should receive, budget, and spend the revenues from the Foreign Fire Insurance Tax.

PERMIT VIDEO POKER FOR FRATERNAL ORGANIZATIONS ONLY

Municipalities should have the authority to permit video gaming ONLY for fraternal organizations.

PROHIBIT MUNICIPAL EMPLOYEES FROM SERVING ON GOVERNING BOARD

No organization, and no municipality, should allow an employee to serve on the governing board and legislation should clearly support such a ban.

LEGISLATIVE POSITION STATEMENTS, CONTINUED

PERSONNEL AND COLLECTIVE BARGAINING

LIMIT THE PREVAILING WAGE ACT

Repeal or modify the Prevailing Wage Act to give municipalities more flexibility, and permit limited local budgets to address the needs of local residents.

REGULATE REGULATION OF CHARITABLE SOLICITATIONS ON BEHALF OF POLICE OR FIRE UNIONS

Develop effective efforts to prevent fraud and misrepresentation by solicitors.

DEFINE "CONFIDENTIAL EMPLOYEES" UNDER ILRA

Legislation is necessary to include within the definition of "confidential employees" those secretaries and similar support staff working directly for certain management personnel and ensure that such employees are not considered "public employees" entitled to membership within a bargaining unit.

AMEND PUBLIC SAFETY PENSION BOARD TRAINING LEGISLATION

The 2009 legislation (P.A. 96-0429) needs to be amended to permit training using current technology (online courses, webinars) and expand provisions to permit local community colleges to be certified to provide training.

AMEND WORKERS' COMPENSATION ACT - INFLUENCE OF DRUGS OR ALCOHOL

Legislation is needed to amend the Workers' Compensation Act to provide that there is a rebuttable presumption that an employee who sustains an injury while under the influence of drugs or alcohol was outside the course and scope of the employee's employment and thus not entitled to benefits under the Act.

AMEND THE ILLINOIS LABOR RELATIONS ACT TO INCLUDE FINANCIAL ABILITY

Amend the Act to include the interest and welfare of the public and the financial ability of the unit of government to meet costs as primary factors for consideration during interest arbitration.

LIMIT UNEMPLOYMENT INSURANCE FOR SCHOOL CROSSING GUARDS

Municipalities who employ school crossing guards are at a disadvantage because, unlike crossing guards employed by school districts, those employed by municipalities may file for unemployment insurance benefits during the summer recess or holiday recess.

REPEAL ILLINOIS WORKERS ON PUBLIC WORKS ACT

This Act requires the use of Illinois firms for public works projects and requires that municipalities must unnecessarily pay more for projects and experience a smaller pool of bidders.

EXEMPT BARGAINING ON MANNING REQUIREMENTS

Legislation should be approved to explicitly exempt local governments from having to bargain over staffing and manning levels for any employees and under any circumstances.

EXEMPT PUBLIC SAFETY EMPLOYEES FROM THE PUBLIC SAFETY EMPLOYEE DISABILITY ACT

Exempting police and fire from the Act will save municipalities the expense of paying one-third of salary to employees not actively working; and will provide parity between municipal public safety employees and non-uniformed employees.

LEGISLATIVE POSITION STATEMENTS, CONTINUED

AMEND THE PUBLIC SAFETY EMPLOYEE BENEFITS ACT

The legislature should change the law by defining "catastrophic injury" in a manner consistent with the use of the term within the federal Public Safety Officers Benefits Act of 1976.

PUBLIC SAFETY, UTILITIES AND ENVIRONMENT

PERMIT ENFORCEMENT OF STATE LAWS UNDER LOCAL CODES

Protect the authority of communities to enforce state statutes under local authority by enacting the state statute as a part of the municipal code.

PROMOTE INTEROPERABILITY FUNDING

Encourage the federal government to provide additional funding for the implementation of interoperable radio systems to provide communications between emergency agencies.

PROMOTE NET METERING FOR WIND FARMS

Legislation in 2008 provided that local governments are eligible to own and operate a wind generation turbine farm, but to be effective, the statute must mandate net aggregate metering.

PROVIDE PARK DISTRICTS THE SAME PROVISIONS ON DEFIBRILLATORS IN OUTDOOR FACILITIES

Public Act 95-0712 exempts park districts from the regulation that indoor and outdoor physical fitness facilities have automatic external defibrillators (AED), and an individual trained in the use of the AED, on site - but not municipal park departments.

PROMOTE EXTENSION OF WIRELESS EMERGENCY TELEPHONE SAFETY ACT

Public safety agencies and wireless carriers operating wireless 9-1-1 and wireless E9-1-1 systems require adequate funding to recover the costs of designing, purchasing, installing, testing and operating enhanced facilities, systems and services necessary to comply with the wireless E9-1-1 requirements mandated by the Federal Communications Commission.

OPPOSE USE OF ETSB FUNDS TO PURCHASE AUTOMATED EXTERNAL DEFIBRILLATORS

Emergency Telephone Service Boards have limited funds to support the police and fire agencies they serve and diverting funds reduces the ability of public safety agencies to assure the availability of current equipment and technology.

REPEAL LIMITS ON MUNICIPAL UTILITY AUDITS

P.A. 96-1422 usurps the authority of municipalities to audit taxes and fees from utilities and should be repealed.

AMEND THE CURRENT AGGREGATION LEGISLATION - P.A. 96-0176

The Conference supports minor changes that will significantly improve the usefulness of this legislation.

REQUIRE THE ICC TO DEVELOP METRICS FOR UTILITIES

The Conference encourages the legislature to pass legislation that allows the ICC to improve the metrics for all utilities and that the information be available for both individuals and communities.

LEGISLATIVE POSITION STATEMENTS, CONTINUED

SUPPORT ESTABLISHMENT OF GRANT PROGRAM FUNDING FROM NPDES FUNDS

The Conference supports the DuPage River Salt Creek Workgroup proposal to develop a grant program using NPDES funds generated locally to improve stream quality.

PLANNING, LAND USE AND TRANSPORTATION

REGIONAL AIR CAPACITY

Planning for Regional Air Capacity should seek out the best and most efficient means to meet future demands for air travel while protecting the safety, well-being, and housing of residents, businesses, and travelers and include the proposed third regional airport.

PROTECT SIGN REGULATION

Protect municipal authority to regulate signs.

EXPAND ALLOWABLE ANNEXATION BOUNDARIES

Expand a municipality's rights with respect to involuntary annexations by adding railroad and utility rights-of-way as allowable boundaries.

LIMIT LAND DISCONNECTION

Prohibit the disconnection of land from a municipality without the approval of the city council or the village board.

SUPPORT WESTERN ACCESS

Western Access for O'Hare Airport must be constructed as a meaningful "front entrance" to the facility, and any roadways and other infrastructure must be located within existing airport property while involving municipalities in planning and development of Western Access.

PERMIT SPECIAL SERVICE AREAS FOR STORMWATER FACILITIES

Allow the use of special service areas to provide maintenance and operations for drainage facilities that are the responsibility of homeowner associations.

ALLOW LOCAL GOVERNMENT QUICK-TAKE AUTHORITY

Municipalities should be granted quick-take authority for the acquisition of land for specific purposes.

UPDATE CHANGES TO PLAN COMMISSION PUBLIC HEARINGS

The requirements that applicants must be cross-examined during public hearings need to have some reasonable and common-sense limits.

LIMIT BILLBOARD REMOVAL COMPENSATION

Legislation is necessary to allow municipalities to continue using amortization as a form of "just compensation" when zoning makes a billboard a nonconforming use.

PERMIT TIF FUNDS – VERTICAL CONSTRUCTION

Allow the use of TIF funds for brick and mortar construction to aid in the redevelopment of blighted areas.

ALLOW MUNICIPALITIES TO DETERMINE FORM OF SECURITY POSTED BY DEVELOPERS

Municipalities, rather than developers, should be able to decide whether developers will need a bond or a letter-of-credit for public improvements.

CONFERENCE OFFICERS AND LEGISLATIVE COMMITTEE

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Mayor, City of Warrenville

Vice President, Gary Grasso
Mayor, Village of Burr Ridge

Secretary/Treasurer, John Coakley
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Executive Director, Mark A. Baloga

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DuPAGE MAYORS AND MANAGERS CONFERENCE
1220 Oak Brook Road, Oak Brook Illinois 60523
(630) 571-0480 Fax (630) 571-0484
www.dmmc-cog.org

Founded June 19, 1962, the DuPage Mayors and Managers Conference is a council of 32 municipal governments in DuPage County, Illinois. Each member municipality is represented by its mayor and manager as voting delegates. The Conference is a not-for-profit organization supported by membership dues and grants.



CITY OF ELMHURST

209 NORTH YORK STREET
ELMHURST, ILLINOIS 60126-2759
(630) 530-3000
www.elmhurst.org

PETER "PETE" DICIANNI
MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

February 14, 2011

TO: Mayor DiCianni and Members of the City Council

RE: Wastewater Treatment Plant Main Digester and Process Building Boilers

On Monday, February 14, 2011 the Public Works and Buildings Committee met to discuss the design/build project of Baxter & Woodman Consulting Engineers for the City of Elmhurst Wastewater Treatment Facility Main Digester and Process Building Boilers.

The City is currently under contract with Baxter Woodman Engineering for engineering services to design a new 500,000 gallon anaerobic digester for the Wastewater Treatment Plant (WWTP). (See attached Public Works and Buildings Committee report.) The existing anaerobic digester capacity is insufficient for the current solids loading to the digesters. Design and construction of this project is approved in the FY 2010/11 budget (see attached budget sheet). Once the digester design is completed late this year, the plans will be put out for bid.

The original concept of the digester project was to include the replacement of the existing main boiler with a new boiler. In addition to this was the purchase and installation of a second new boiler to serve the new digester. Also within the project is the replacement of the heat source for the existing sludge processing building. This new configuration is shown schematically in Attachment 1.

During the design phase of the new digester, it was discovered that the existing main boiler is in imminent danger of failing. Also, the existing heat source for the processing building, a heat recovery system which works in conjunction with the existing engine generator, has already failed. It is proposed that these two elements of the digester project be "pulled out" of the overall project and completed in an expedited fashion. The existing hot water main boiler was placed into service in 1982. Both the boiler and the heat recovery system have reached the end of their service life.

Failure of the existing main boiler would result in a failure of both existing digesters. The digesters are biological reactors which are heated as part of the biosolids (sludge) stabilization process. The function of the digesters is sensitive to environmental conditions, especially temperature fluctuations. The loss of the main boiler would effectively disable the digesters and the stabilization process resulting in the production of raw sludge. Raw sludge would require storage on site in the existing drying beds, causing odor and nuisance issues.

The plant produces about 5 dry tons of sludge per day and the capacity of the existing drying beds is limited (less than 1-2 days) for storage. Storing raw sludge on-site is not recommended as the sludge causes odors. To avoid odor and nuisance complaints, the City would be required to

**Copies To All
Elected Officials**

2-17-11

Page 2

TO: Mayor DiCianni and Members of the City Council

RE: **Wastewater Treatment Facility Main Digester and Process Building Boilers**

haul the raw sludge off-site for disposal in a landfill south of Joliet, IL. At the current rate of sludge production, transportation and disposal costs are estimated at approximately \$650 to \$750 per day or \$19,500 to \$21,000 per month.

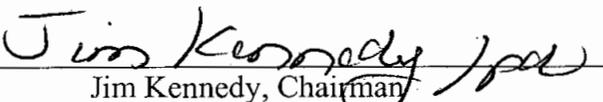
The estimate to purchase and install the replacement dual-fired boiler is \$275,000. This money is to come from the overall digester budget of \$7,560,000.

The Sludge Processing Building has been heated by a heat recovery system connected to the plant's engine generator since 1987. The heat recovery system was state of the art in 1987 but does not meet current environmental requirements and the City consultant has recommended replacement with a single-fired natural gas boiler. Replacement of the heat recovery system was budgeted at \$232,000; however, purchasing the single-fired natural gas boiler is estimated at \$198,000.

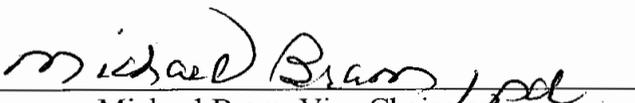
All of the work described above is included in the FY 2010/11 budget. The portioning of the budget dollars necessitated by the failed or potentially failing equipment is shown on Attachment 2. Advancing this portion of the work will not add any cost to the overall digester project. Monies for this work are to be used from the FY 2010/2011 Budget account number 510-6057-502-80-20 in the amount of \$232,000 and account number 510-6057-502-80-20 in the amount of \$275,000.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the design/build delivery project as outlined above for the Wastewater Treatment Facility Main Digester and Process Building Boilers be accepted and that the City Attorney be authorized to prepare resolutions for each of the contracts.

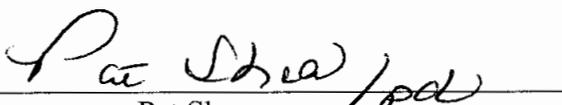
Respectfully submitted,
PUBLIC WORKS AND BUILDINGS COMMITTEE



Jim Kennedy, Chairman



Michael Bram, Vice Chairman



Pat Shea



Chris Healy



CITY OF ELMHURST

209 NORTH YORK STREET
ELMHURST, ILLINOIS 60126-2759
(630) 530-3000
www.elmhurst.org

Hughes
PETER "PETE" DICIANNI
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PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

August 31, 2009

To: Mayor DiCianni and Members of the City Council

Re: **Qualification Based Selection for the Anaerobic Digester Design Engineer**

The Public Works and Buildings Committee met on August 24, 2009 to discuss proposals submitted by two consulting engineers for the wastewater treatment plant anaerobic digester design. The two engineers proposing are Baxter & Woodman of Crystal Lake, Illinois and Greeley & Hansen of Chicago, Illinois.

The anaerobic digester capacity at the Wastewater Treatment Plant is the same as originally constructed in 1936. Over the past 15 – 20 years improvements have been installed that add efficiencies to the process, add storage of biosolids before and after digestion, made structural improvements and other repairs. Also various equipment upgrades have been installed to improve the safety of the process. With all of that work none have actually increased the capacity of the vessels. The capacity remains the same as in 1936 when the tanks were constructed.

In the past five years staff have been struggling with process problems that are directly attributable to capacity issues. These process problems demand a significant amount of staff time to address and could cause damage to gas pumping and safety equipment. In addition to the capacity problems there are two potential problems of concern that staff has brought to the attention of the Committee. First is pending regulation changes, which if implemented by Illinois EPA, may result in significant increases in biosolids loading to the digesters. Second, there is no remaining capacity available for population increases or new industries (such as food processing which can contribute significant loads to the collection system) that move into town that may stress the solids treatment process further.

In 2007, because of the process problems, staff authorized an engineering study of the anaerobic digester to analyze the process loadings, including tank capacities, with the goal of examining the anaerobic digestion process in total. The engineering analysis was completed in 2008 and recommended an additional digester was necessary to meet current and future process needs. Subsequent to that study funds were budgeted in the FY 09/10 budget to do the design phase of the project.

Staff came to the Public Works Committee in June with a comparison of three engineering consultants capable of performing this project for the City. The Committee directed staff to return to two of those consultants to develop more detailed proposals including costs for the engineering design work on through the development of construction documents.

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9-03-09

Mayor DiCianni and Members of the City Council
"Qualification Based Selection for the Anaerobic Digester Design Engineer"

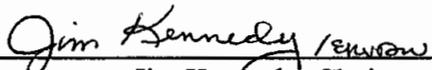
Staff has had several meetings with both Greeley & Hanson and Baxter & Woodman over the past few months to review the scope of the project, to discuss the operational concerns, as well as the capacity concerns that are being experienced at the Wastewater Treatment Plant. Both consultants made several visits to the plant to better understand the particular needs and limitations that exist at the facility. Staff received proposals from both consultants in early August and has reviewed those proposals. The Baxter & Woodman proposal was more detailed and complete than the Greeley & Hansen proposal. The proposal includes all aspects of the solids handling train, from beginning to end, and makes recommendations on improvements necessary throughout that process train. The Baxter & Woodman proposal would meet the time frame necessary to make a timely application for stimulus / loan dollars by the deadline of March 31, 2010.

In the fiscal 2010 budget, staff projected engineering costs of \$110,000. However, the Baxter & Woodman proposal, which covers the entire solids handling train, is proposed at \$440,000. Normally, if a project is over budget, the project would be delayed until such time as funds are available. Due to the current injection of federal stimulus dollars into water and wastewater projects in Illinois, this project's engineering schedule has been accelerated to meet the application deadline. It has been determined that a portion of the sanitary sewer repair budget line, 510.6056.502.80.13, will not be used in fiscal 2010, and staff recommends that those funds be allocated to cover the budget shortfall. Funds for this engineering design portion of anaerobic digester project are, therefore, available in the wastewater treatment plant improvements line 510.6057.502.80.20, and in the sanitary sewer repair line 510.6056.502.80.13.

The Public Works and Buildings Committee recommends that Baxter & Woodman of Crystal Lake, Illinois be authorized to proceed with the design of the additional anaerobic digester and that the design is completed for application to IEPA by the March 31, 2010 deadline for stimulus dollars or revolving loan funding.

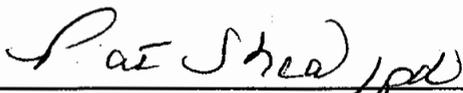
Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE



Jim Kennedy, Chairman

Michael Bram, Vice Chairman



Pat Shea



Chris Healy

**CITY OF ELMHURST
CAPITAL EXPENDITURE BUDGET**

DEPT./DIV: Water/Wastewater - WWTP CODE: 510-6057-502-80-20

PROJECT CLASSIFICATION: I, II, III PRIORITY: A

PROJECT TITLE: WWTP Anaerobic Digester

PROJECT DESCRIPTION:

Engineer and construct a new 500,000 gallon anaerobic digester.

PROJECT JUSTIFICATION:

The existing anaerobic digester capacity is insufficient for the current solids loading to the digesters. This project will add a third 500,000 gallon anaerobic digester to provide the additional digester capacity needed to reduce operational problems. A General Obligation Bond will need to be issued if the City is not able to secure a low interest rate IEPA loan for this project.

COST ESTIMATE:

Engineering:	<u>560,000</u>	
Land Acquisition:	<u> </u>	
Demolition:	<u> </u>	
Construction:	<u>7,000,000</u>	
Landscaping:	<u> </u>	
Furn. & Fixtures:	<u> </u>	
Equipment:	<u> </u>	
Other:	<u> </u>	
Contingency:	<u> </u>	
Sub-Total:	<u> </u>	
Less Trade-In:	<u> </u>	
TOTAL:		<u>7,560,000</u>

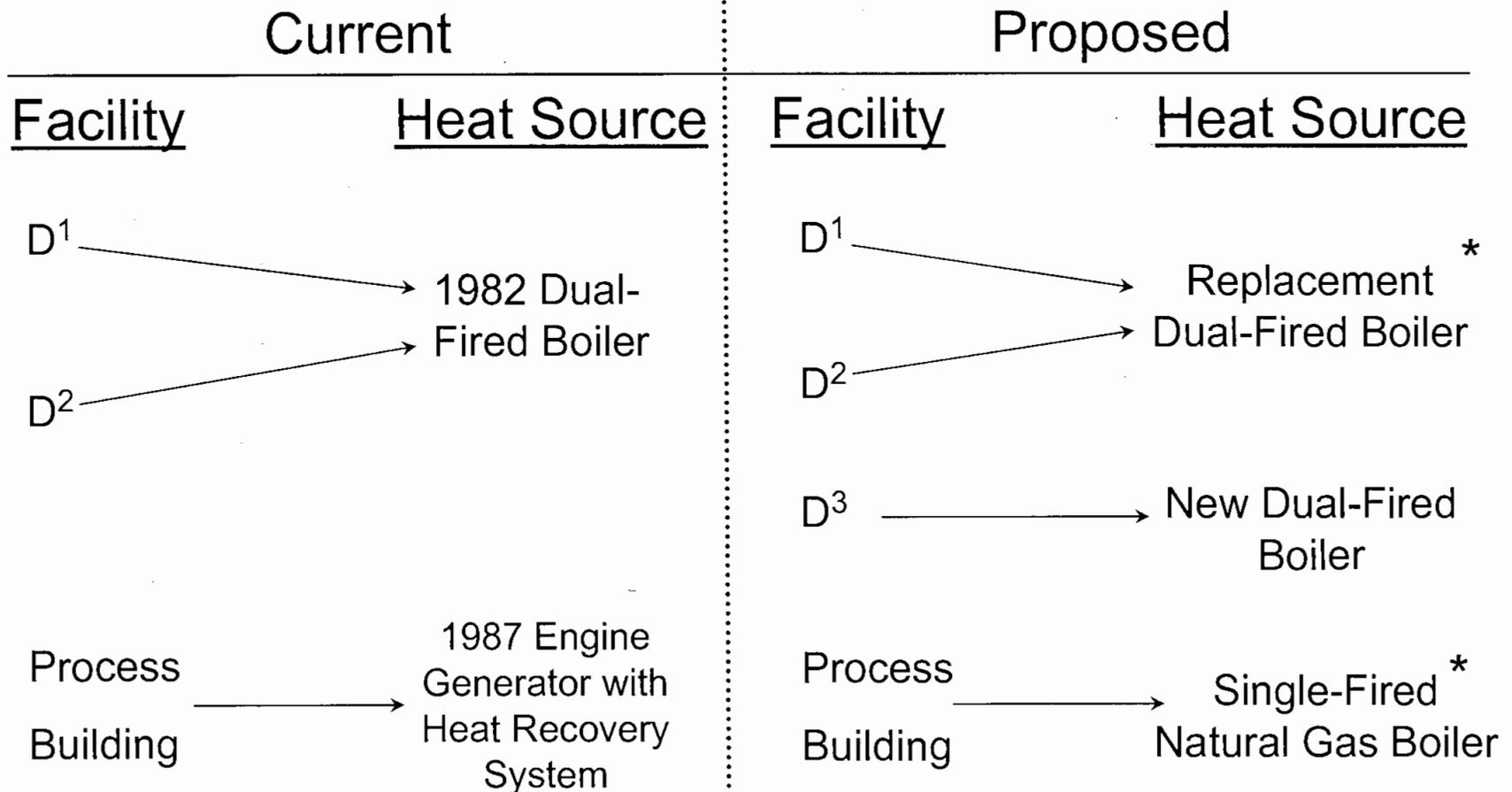
EXPENDITURE SCHEDULE & FUNDING SOURCE:

FISCAL YEAR	AMOUNT	FUNDING SOURCE
<u>10 to 11</u>	<u>7,560,000</u>	<u>GO: 7,560,000</u>
<u>11 to 12</u>	<u> </u>	<u> </u>
<u>12 to 13</u>	<u> </u>	<u> </u>
<u>13 to 14</u>	<u> </u>	<u> </u>
<u>14 to 15</u>	<u> </u>	<u> </u>

FUNDING SOURCES:

CI	Capital Improvement	FG	Federal Grant
PR	Parking Revenue	SG	State Grant
RD	Redevelopment Funds	CG	County Grant
GEN	General Fund	SA	Special Assessment
WS	Water & Sewer Revenue	SSA	Special Service Area
GO	General Obligation Bond	O	Other

Configuration



* These two elements of the overall digester project are being expedited due to the existing poor condition of the 1982 Dual-Fired boiler and the already failed condition of the 1989 Engine Generator w/ Heat Recovery System.

Funding Sources

\$7,560,000 Anaerobic Digester Project - FY 2010/11, Acct no. 510-6057-502-80-20
\$560,000 – Engineering
\$7,000,000 – Construction of Digester

* Replacement Dual-Fired Boiler (D¹, D²) - \$275,000

New 500,000 gallon Anaerobic Digester - \$6,725,000
(Includes \$186,000 for a new Dual-Fired boiler/D³)

\$232,000 Generator Heat Recovery System - FY 2010/11, Acct no. 510-6057-502-80-20

* Single-Fired Natural Gas Boiler - \$198,000 (Includes Engineering)

* *Approval sought in 2/14/2011 PWB Committee Report*



CITY OF ELMHURST

209 NORTH YORK STREET
ELMHURST, ILLINOIS 60126-2759

(630) 530-3000
www.elmhurst.org

PETER "PETE" DICIANNI
MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

February 14, 2011

TO: Mayor DiCianni and Members of the City Council

RE: 2011 AMR Unit Purchase

The Public Works and Buildings Committee met on Monday, February 14, 2011 to discuss the purchase of Automated Meter Reading (AMR) units necessary for replacement of existing water meters AMR units, and to continue our radio AMR system integration project.

Staff has currently completed 71% of the installation of the AMR units and at the current pace will complete the system integration project within two years. Automatic Meter Reading allows the City to read meters remotely via a vehicle driven past a location. This results in more accurate and faster meter reading. This increased efficiency will allow the City, in the near future, to either reduce staff or redirect staff attention to new tasks that have been mandated by the IEPA.

The City standard, Neptune Water meters, are purchased directly from Neptune Technologies Corporation and although not competitively bid, receive no intermediary vendor mark-up. The City has standardized purchasing Neptune meters for many years because it is compatible with the current Automatic Meter Reading (AMR) system/equipment, reduces unnecessary inventory supplies, and is a quality tested product. Neptune Technologies has agreed to maintain their pricing for this year's purchase at last year's same level.

The current pricing and quantities to be ordered are summarized as follows:

<u>Quantity</u>	<u>Meter Type</u>	<u>Unit Price</u>	<u>Total Cost</u>
1500	R900 AMR Unit	\$82.00	\$123,000.00

The AMR unit is an outside remote radio frequency device attached for the ease of recording the customer's water consumption. The meter reading is accomplished by simply walking or driving by the customer home and collecting the reads through the radio receiving handheld unit.

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Elected Officials

2-17-11

Page 2

TO: Mayor DiCianni and Members of the City Council

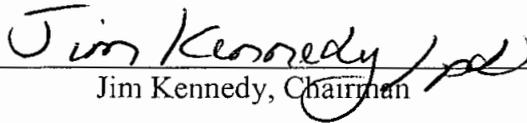
RE: 2011 AMR Unit Purchase

Funds have been provided in the 2010/2011 budget, Municipal Utility Fund, account number 510-6052-501-40-68 (Water Meters), in the amount of \$350,000 for the purchase of water meters and AMR units. This is the first AMR purchase of FY2010/11. The City will make another purchase of a similar size prior to the end of the Fiscal Year.

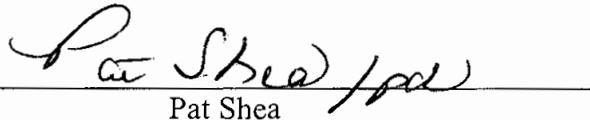
It is, therefore, the recommendation of the Public Works and Buildings Committee that the purchase of AMR units from Neptune Technologies for the 2010/201 budget year, in a total amount not to exceed \$123,000.00, be accepted and that a resolution be prepared authorizing this purchase.

Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE


Jim Kennedy, Chairman


Michael Bram, Vice Chairman


Pat Shea


Chris Healy



CITY OF ELMHURST

209 NORTH YORK STREET
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CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

February 14, 2011

To: Mayor Peter P. DiCianni and the Members of City Council

RE: Squad Car Purchase

The Public Affairs and Safety Committee met on Monday February 14th, 2011 to discuss the purchase of Two (2) marked squad cars for the patrol division of the Police Department scheduled for replacement under the current F/Y 2010-2011 budget. The cars to be replaced are: PD12 and PD14.

The vehicles will be replaced with 2010 E-85 Ford Crown Victoria with the police interceptor package. Equipment manager Chanel F. Caron advises that the State of Illinois contract PSD #4015559 awarded to "Landmark Ford Inc" offers the base Police Interceptor package for \$20,668.00 per vehicle for the 2010 model year. Adding the options required for our fleet would bring the total cost of \$25,005.00 for one (1) marked squad. Elmhurst Ford has quoted a per vehicle unit price, including required options and delivery, of \$23,913.93 for one (1) marked squad. This is a per unit cost savings for one marked squad of \$1,291.07 under the state purchase bid price, with a total cost savings for Two (2) vehicles being \$ 2,582.14.

Elmhurst Ford has included the following options at no charge

- Key all vehicles alike to our fleet key code.
- Provide a set of service manuals for the vehicles.
- Provide free storage for the vehicles when they arrive.

Therefore, it is the recommendation of the Public Affairs and Safety Committee that the total cost savings for Two (2) vehicles being \$ 2,582.14 and ensuring the police vehicles are replaced on schedule in ordering the two (2) police interceptor vehicles that the sale be awarded to Elmhurst Ford. The per unit cost being \$23,913.93 for one (1) Marked Squad 2010 E-85 police interceptor being replaced for a total cost of \$47,827.86 be approved. \$113,000.00 planned and budgeted for in F/Y 10/11 line # 110-5030-421-80-06 for the purchase of vehicles.

Respectfully submitted,

Copies To All
Elected Officials

2-17-11

Patrick Wagner, Chairman

Paula Pezza

Scott Levin

O-05-2011

**AN ORDINANCE APPROVING A SIXTH AMENDMENT TO LEASE
BY AND BETWEEN MLRP 388 CAROL LLC, AS SUCCESSOR-IN-INTEREST
TO 388 CAROL LANE, L.L.C., AND THE CITY OF ELMHURST, ILLINOIS
FOR STORAGE OF ELMHURST HISTORICAL SOCIETY MUSEUM
COLLECTION MATERIAL AT THE PROPERTY COMMONLY KNOWN
AS 388 CAROL LANE, ELMHURST, ILLINOIS**

WHEREAS, MLRP 388 Carol LLC, as Successor-in-Interest to 388 Carol Lane, L.L.C. ("Landlord"), is the owner and lessor of the real property commonly known as 388 Carol Lane, Elmhurst, Illinois (the "Property"); and

WHEREAS, on May 1, 1999, the corporate authorities of the City of Elmhurst (the "City") approved and entered into a certain lease, as amended (the "Lease") with Landlord for the Property, to provide storage of Elmhurst Museum historical collection material; and

WHEREAS, the City finds it necessary and desirable to continue leasing the Property for a certain term at a negotiated rate; and

WHEREAS, Landlord has agreed to amend the Lease to extend the term of the Lease of the Property for a certain term to the City, at a negotiated lease rate, pursuant to the terms and provisions set forth in the Sixth Amendment to Lease, attached hereto and made a part hereof as Exhibit A.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Elmhurst, DuPage and Cook Counties, Illinois as follows:

1. That the foregoing recitals are incorporated herein by specific reference.
2. That the Sixth Amendment to Lease is approved, and the Mayor and City Clerk are hereby authorized to execute the Sixth Amendment to Lease in substantially the form attached hereto as Exhibit A, with such changes therein as shall be approved by the same

executing the Sixth Amendment to Lease, their execution thereof constituting conclusive evidence of their approval of the same.

3. That the officials, officers, employees and agents of the City are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this Ordinance and the Sixth Amendment to Lease.

4. That this Ordinance shall be in full force and effect upon and after its passage and approval in the manner provided by law.

Approved this _____ day of _____, 2011.

Peter P. DiCianni, Mayor

Passed this _____ day of _____, 2011.

Ayes: _____ Nays: _____

Patty Spencer, City Clerk

COUNCIL ACTION SUMMARY

SUBJECT: Ordinance – Authorizing a Sixth Amendment to Lease of Certain Property (Elmhurst Historical Museum Storage Space) located at 388 Carol Lane, Elmhurst, Illinois

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

In May of 1999, the City authorized and entered into a lease of a portion of the building located at 388 Carol Lane as storage space for the Historical Museum, which lease has been previously amended and extended. As the Museum continues to require the space for proper storage of its collection, a sixth amendment to renew the lease has been negotiated for this property to extend the lease term for 65 months at a rental rate below that contemplated by current options in the lease, with the first five (5) months of rent abated. The new monthly rental amounts are scheduled in the Sixth Amendment, exclusive of common area maintenance expenses.

An ordinance approving the sixth amendment to renew the lease as outlined is attached for Council consideration.

This Ordinance was prepared pursuant to the Report of the Public Works and Building Committee dated January 25, 2011.

EXHIBIT A

LEASE AGREEMENT

SIXTH AMENDMENT TO LEASE

THIS SIXTH AMENDMENT TO LEASE ("Sixth Amendment") is made and entered into as of this ____ day of _____, 2011, by and between MLRP 388 Carol LLC, as ultimate successor-in-interest to 388 Carol Lane, L.L.C., a Delaware limited liability company ("Landlord"), and **CITY OF ELMHURST**, an Illinois municipal corporation ("Tenant").

WITNESSETH

WHEREAS, Landlord's predecessor-in-interest and Tenant entered into that certain Lease Agreement dated May 1, 1999, as amended by that certain First Amendment to Lease Agreement dated February, 2001, that certain Second Amendment to Lease Agreement dated April 3, 2002, that certain Third Amendment to Lease Agreement dated June 20, 2003, that certain Fourth Amendment to Lease Agreement dated January 1, 2005, and that certain Fifth Amendment to Lease dated April 15, 2008 (collectively, the "Lease"), for approximately 4,736 square feet of space (the "Premises") located on the second floor of the building located at 388 Carol Lane, Elmhurst, Illinois (the "Building");

WHEREAS, the Term is scheduled to expire on April 30, 2011; and

WHEREAS, Landlord and Tenant desire to extend the Term for a period of sixty-five (65) months and amend certain other provisions of the Lease, subject to the terms, covenants and conditions of this Sixth Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Lease in Full Force and Effect; Definitions.** Except as herein modified or amended, the provisions, conditions and terms of the Lease shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties hereto. Any capitalized term used in this Sixth Amendment and not defined herein shall have the meaning ascribed to such term in the Lease. All references to the terms "Lease", "the Lease" or "this Lease" provided in the Lease shall refer to the Lease, as amended herein, unless the context dictates otherwise.

2. **Extension of Term.** The Term is hereby extended for a period of sixty-five (65) months, commencing on May 1, 2011 and ending on September 30, 2016 (the "Extension Term").

3. **Base Rent During Extension Term.** During the Extension Term, Tenant shall pay Base Rent in the following amounts, in the manner prescribed in Section 5.1 of the Lease:

Period	Annual Base Rent	Monthly Base Rent
May 1, 2011 – April 30, 2012	\$31,968.00	\$2,664.00
May 1, 2012 – April 30, 2013	\$32,927.04	\$2,743.92

May 1, 2013 – April 30, 2014	\$33,914.85	\$2,826.24
May 1, 2014 – April 30, 2015	\$34,932.30	\$2,911.01
May 1, 2015 – April 30, 2016	\$35,980.27	\$2,998.36
May 1, 2016 – Sept. 30, 2016	\$15,441.55	\$3,088.31

In addition, Tenant shall continue to pay Additional Rent as set forth in Section 5.2 of the Lease.

4. **Rent Abatement.** Notwithstanding anything stated herein to the contrary, provided that no default under the Lease or this Sixth Amendment has occurred, the Rent shall abate for the five (5) month period beginning May 1, 2011 and ending September 30, 2011 (the "Abatement Period"). If Tenant is in default under the Lease as amended hereby at any time prior to, during, or after the Abatement Period, then all amounts abated during the Abatement Period shall come due upon demand by Landlord.

5. **Address for Rental Payments.** All rental payments under the Lease shall be sent to the following address:

c/o Colliers International
1717 McKinney Avenue, Suite 900
Dallas, TX 75202

6. **Condition of Premises.** NO PROMISES OF LANDLORD TO ALTER, REMODEL, IMPROVE, REPAIR, DECORATE OR CLEAN THE PREMISES, BUILDING OR COMMON AREAS OR ANY PART THEREOF HAVE BEEN MADE, AND NO REPRESENTATIONS RESPECTING THE CONDITION OF THE PREMISES OR THE BUILDING HAS BEEN MADE TO TENANT BY OR ON BEHALF OF LANDLORD, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OR HABITABILITY, AND TENANT SHALL ACCEPT THE PREMISES AS OF MAY 1, 2011 IN AN "AS-IS," "WHERE-IS" CONDITION FOR THE EXTENSION TERM OF THE LEASE, EXCEPT THAT LANDLORD SHALL REMAIN LIABLE FOR LANDLORD'S OBLIGATIONS UNDER THE LEASE.

7. **Brokers.** Tenant represents that it has not dealt with any brokers in connection with this Sixth Amendment, and that insofar as Tenant knows, no broker negotiated this Sixth Amendment or is entitled to any commission in connection therewith. Tenant agrees to indemnify and hold Landlord, any mortgagee holding an interest in the Building, and their respective agents and employees harmless from any and all claims of any brokers in connection with this Sixth Amendment.

8. **Miscellaneous.**

(a) Each provision of this Sixth Amendment shall extend to and shall, as the case may require, bind and inure to the benefit of the Landlord and Tenant and their respective successors and assigns.

(b) The Lease, as hereby supplemented, is hereby ratified and confirmed and remains in full force and effect and unmodified, except by the terms of this Sixth Amendment. All of the terms and provisions of the Lease are incorporated by reference herein and shall apply as if fully set forth herein. In the event of any conflict between the terms of the Lease and the terms of this Sixth Amendment, the terms of this Sixth Amendment shall control.

(c) In no event shall this Sixth Amendment nor any evidence of the same or Tenant's rights hereunder be recorded in any public office.

(d) The entire agreement of the parties concerning the Premises is set forth in the Lease, as amended herein. No prior agreement or understanding with respect to the Lease and this Sixth Amendment shall be valid or of any force and effect. The recitals of this Sixth Amendment are incorporated herein by reference and constitute a part hereof.

(e) To facilitate execution, this Sixth Amendment may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single document. A fully executed facsimile or e-mail copy of this Sixth Amendment shall be effective as an original.

9. **No Personal Liability.** This Sixth Amendment to Lease is executed by the undersigned Landlord, not personally, but solely as Landlord or its authorized agent, and it is expressly understood and agreed by the parties hereto, anything contained herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended, not as personal covenants, undertakings, representations and agreements of the Landlord, individually, but are made and intended only to bind Landlord's interest in the Premises and the Building, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against said Landlord or any partner, officer, director, shareholder or agent thereof, or under any covenant, undertaking, representation, warranty or agreement herein contained, either expressed or implied; all such personal liability, if any, being and is expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof. Landlord and Tenant hereby represent, each to the other, they have the power and authority to enter into this Sixth Amendment to Lease.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Sixth Amendment to Lease as of the day and year first above written.

LANDLORD:

MLRP 388 CAROL, LLC,
a Delaware limited liability company

By: **ML REALTY PARTNERS, LLC,**
a Delaware limited liability company

Its: Sole Member

By: _____

Name: _____

Title: _____

TENANT:

CITY OF ELMHURST,
an Illinois municipal corporation

By: _____

Name: _____

Title: _____

**AN ORDINANCE TO AMEND ARTICLE V ENTITLED,
"DRIVING, OVERTAKING AND PASSING," AND ARTICLE VI ENTITLED,
"SPECIAL STOPS," OF CHAPTER 44 ENTITLED, "MOTOR VEHICLES AND
TRAFFIC," OF THE MUNICIPAL CODE OF THE CITY OF ELMHURST, ILLINOIS
(REPLACING YIELD SIGNS WITH STOP SIGNS AT THE EASTBOUND AND
WESTBOUND JACKSON STREET APPROACHES TO PROSPECT AVENUE)**

WHEREAS, pursuant to 625 ILCS 5/11-208(a)(6), the City of Elmhurst (the "City") is empowered to designate any intersection within its jurisdiction as a stop intersection and require all vehicles to stop at one or more entrances to such intersections; and

WHEREAS, the City conducted traffic studies with respect to certain intersections under its jurisdiction and determined that stop intersections were appropriate for eastbound and westbound Jackson Street at Prospect Avenue; and

WHEREAS, the City deems it necessary and desirable to amend Chapter 44 of the Elmhurst Municipal Code.

NOW, THEREFORE, BE IT ORDAINED by the City Council of The City of Elmhurst, DuPage and Cook Counties, Illinois as follows:

SECTION 1. That Section 44.74 entitled, "Yield right-of-way streets," of Article V entitled, "Driving, Overtaking And Passing," of Chapter 44 entitled, "Motor Vehicles and Traffic," of the Elmhurst Municipal Code is amended to read as follows:

"44.74 Yield right-of-way streets.

On the basis of traffic investigations at the below named intersections, it is found that traffic conditions warrant preference to traffic as indicated and that the enumerated intersections should be designated as "Yield Right-of-Way" intersections:

Eastbound:

Adams Street at Chatham Avenue
Adams Street at Euclid Avenue
Adams Street at Hawthorne Avenue
Adams Street at Hillside Avenue
Adams Street at Kent Avenue
Adams Street at Mitchell Avenue
Adams Street at Parkside Avenue
Adelia Street at Kenmore Avenue
Albert Street at Pick Avenue
Armitage Avenue at Van Auken Street
Belden Avenue at Willow Street

Berkley Avenue at Elm Park Avenue
Columbia Avenue at Kenilworth Avenue
Cottage Hill Avenue at Adelaide Avenue
Crescent Avenue at Fairfield Avenue
Crescent Avenue at Fairview Avenue
Crescent Avenue at Hawthorne Avenue
Crescent Avenue at Hillside Avenue
Crescent Avenue at Saylor Avenue
Crescent Avenue at Swain Avenue
Harrison Street at Mitchell Avenue
Harrison Street at Parkside Avenue
Harrison Street at Prospect Avenue
Jackson Street at Fairfield Avenue
Marion Street at Lawndale Avenue
May Street at Prairie Avenue
McKinley Street at Parkside Avenue
McKinley Street at Swain Avenue
Northend Avenue at Willow Street
Olive Street at Fairview Avenue
Olive Street at Rex Boulevard
Olive Street at Sunnyside Avenue
Oneida Avenue at Kearsage Avenue
Rose Avenue at Pick Avenue
St. Charles Road at Hagan Avenue
Surf Street at Fairview Avenue
Surf Street at Rex Boulevard
Surf Street at Sunnyside Avenue
Utley Road at Fairfield Avenue
Utley Road at Grace Avenue
Wilson Street at Fairfield Avenue
Wilson Street at Hawthorne Avenue
Wilson Street at Hillside Avenue

Northbound:

Arlington Avenue at Orchard Street
Berkley Avenue at Alexander Boulevard
Berkley Avenue at Elm Park Avenue
Chandler Avenue at Adelia Street
Colfax Avenue at Adams Street
Evergreen Avenue at Kimbell Avenue
Evergreen Avenue at Second Street
Fairfield Avenue at Adams Street
Fairfield Avenue at Alexander Boulevard
Fairfield Avenue at McKinley Avenue
Fairfield Avenue at Van Buren Street
Fairview Avenue at Alexander Boulevard

Fairview Avenue at Montrose Avenue
Fairview Avenue at Utley Road
Fern Avenue at Niagara Avenue
Fern Avenue at Yorkfield Avenue
Hawthorne Avenue at Alexander Boulevard
Hawthorne Avenue at Jackson Street
Hawthorne Avenue at McKinley Avenue
Hawthorne Avenue at Montrose Avenue
Hawthorne Avenue at Utley Road
Hawthorne Avenue at Van Buren Street
Hillcrest Avenue at Crescent Avenue
Hillside Avenue at Jackson Street
Hillside Avenue at McKinley Avenue
Hillside Avenue at Van Buren Street
Indiana Street at Belden Avenue
Indiana Street at Gladys Avenue
Kearsage Avenue at Vallette Street
Kenilworth Avenue at Fullerton Avenue
Kenilworth Avenue at Gladys Avenue
Kenilworth Avenue at May Street
Kenilworth Avenue at Orchard Street
Kenmore Avenue at Marion Street
Kent Avenue at Jackson Street
Linden Avenue at Niagara Avenue
Michigan Street at Belden Avenue
Michigan Street at Fullerton Avenue
Michigan Street at North End Avenue
Mitchell Avenue at Eggleston Avenue
Oak Street at Third Street
Parkside Avenue at Eggleston Avenue
Poplar Avenue at Adams Street
Parkside Avenue at Jackson Street
Prospect Avenue at Adams Street
Prospect Avenue at Eggleston Street
Rex Boulevard at Alexander Boulevard
Rex Boulevard at Utley Road
Saylor Avenue at Harrison Street
Saylor Avenue at Jackson Street
Stratford Avenue at Crescent Avenue
Sunnyside Avenue at Alexander Boulevard
Sunnyside Avenue at Crescent Avenue
Sunnyside Avenue at Montrose Avenue
Sunset Avenue at Commonwealth Lane
Swain Avenue at Harrison Street
Walnut Street at Third Street
Walnut Street at Second Street

Willow Road at Crestview Avenue
Willow Road at Fullerton Avenue
Willow Road at Grantley Avenue
Washington Street at Jackson Street
Washington Street at McKinley Street

Southbound:

Arlington Avenue at Orchard Street
Berkley Avenue at Elm Park Avenue
Chandler Avenue at Adelia Street
Colfax Avenue at Adams Street
Evergreen Avenue at Second Street
Fairfield Avenue at Adams Street
Fairfield Avenue at Elm Park Avenue
Fairfield Avenue at McKinley Avenue
Fairfield Avenue at Van Buren Street
Fairview Avenue at Elm Park Avenue
Fairview Avenue at Montrose Avenue
Fairview Avenue at Utley Road
Fern Avenue at Niagara Avenue
Fern Avenue at Yorkfield Avenue
Hawthorne Avenue at Elm Park Avenue
Hawthorne Avenue at Jackson Street
Hawthorne Avenue at McKinley Avenue
Hawthorne Avenue at Montrose Avenue
Hawthorne Avenue at Utley Road
Hawthorne Avenue at Van Buren Street
Hillcrest Avenue at Crescent Avenue
Hillside Avenue at Jackson Street
Hillside Avenue at McKinley Avenue
Hillside Avenue at Van Buren Street
Indiana Street at Belden Avenue
Indiana Street at Gladys Avenue
Kenilworth Avenue at Crestview Avenue
Kenilworth Avenue at Fullerton Avenue
Kenilworth Avenue at Gladys Avenue
Kenilworth Avenue at May Street
Kenilworth Avenue at Orchard Street
Kenmore Avenue at Marion Street
Kent Avenue at Jackson Street
Linden Avenue at Niagara Avenue
Michigan Street at Belden Avenue
Michigan Street at Fullerton Avenue
Michigan Street at North End Avenue
Mitchell Avenue at Eggleston Avenue
Oak Street at Third Street

Parkside Avenue at Eggleston Avenue
Parkside Avenue at Jackson Street
Poplar Avenue at Adams Street
Prospect Avenue at Adams Street
Prospect Avenue at Eggleston Avenue
Rex Boulevard at Utley Road
Saylor Avenue at Harrison Street
Saylor Avenue at Jackson Street
Stratford Avenue at Crescent Avenue
Sunnyside Avenue at Crescent Avenue
Sunnyside Avenue at Elm Park Avenue
Sunnyside Avenue at Montrose Avenue
Sunset Avenue at Commonwealth Lane
Swain Avenue at Harrison Street
Walnut Street at Second Street
Walnut Street at Third Street
Willow Road at Crestview Avenue
Willow Road at Fullerton Avenue
Washington Street at Jackson Street
Washington Street at McKinley Street

Westbound:

Adams Street at Chatham Avenue
Adams Street at Euclid Avenue
Adams Street at Hawthorne Avenue
Adams Street at Hillside Avenue
Adams Street at Kent Avenue
Adams Street at Mitchell Avenue
Adams Street at Parkside Avenue
Adelia Street at Kenmore Avenue
Albert Street at Pick Avenue
Armitage Avenue at Van Auken Street
Belden Avenue at Willow Road
Columbia Avenue at Kenilworth Avenue
Crescent Avenue at Fairfield Avenue
Crescent Avenue at Fairview Avenue
Crescent Avenue at Hawthorne Avenue
Crescent Avenue at Hillside Avenue
Crescent Avenue at Saylor Avenue
Crescent Avenue at Swain Avenue
Eggleston Avenue at Argyle Avenue
Harrison Street at Mitchell Avenue
Harrison Street at Parkside Avenue
Harrison Street at Prospect Avenue
Jackson Street at Fairfield Avenue
Marion Street at Lawndale Avenue

May Street at Arlington Street
May Street at Prairie Avenue
McKinley Street at Parkside Avenue
McKinley Street at Swain Avenue
North End at Willow Road
Olive Street at Fairview Avenue
Olive Street at Rex Boulevard
Olive Street at Sunnyside Avenue
Oneida Avenue at Kearsage Avenue
Ridge Avenue at Holly Avenue
Rose Avenue at Pick Avenue
St. Charles Road at Hagan Avenue
Surf Street at Fairview Avenue
Surf Street at Rex Boulevard
Surf Street at Sunnyside Avenue
Utley Road at Fairfield Avenue
Utley Road at Sunnyside Avenue
Wilson Street at Fairfield Avenue
Wilson Street at Hawthorne Avenue
Wilson Street at Hillside Avenue”

SECTION 2. That Section 44.92 entitled, “Stop intersections enumerated,” of Article VI entitled, “Special Stops,” of Chapter 44 entitled, “Motor Vehicles and Traffic,” of the Elmhurst Municipal Code is amended as follows:

By amending Section 44.92 (c) as follows:

By adding the following language under “Streets and Roadways” in proper alphabetical order:

“Jackson Street at Prospect Avenue”

SECTION 3. That Section 44.92 entitled, “Stop intersections enumerated,” of Article VI entitled, “Special Stops,” of Chapter 44 entitled, “Motor Vehicles and Traffic,” of the Elmhurst Municipal Code is further amended as follows:

By amending Section 44.92 (d) as follows:

By adding the following language under “Streets and Roadways” in proper alphabetical order:

“Jackson Street at Prospect Avenue”

SECTION 4. That the Chief of Police shall cause the appropriate signage to be posted at eastbound Jackson Street at Prospect Avenue and at westbound Jackson Street at Prospect Avenue.

SECTION 5. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 6. That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law, and after the installation of the appropriate signage.

Approved this _____ day of _____, 2011.

Peter P. DiCianni III, Mayor

Passed this _____ day of _____, 2011.

Ayes: _____ Nays: _____

Patty Spencer, City Clerk

CITY ACTION SUMMARY

SUBJECT: Ordinance-Revision of Yield right-of-way streets and stop intersections

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Attached for City Council consideration is an Ordinance converting the yield signs for eastbound and westbound Jackson Street approaches to Prospect Avenue into stop signs.

R- 04 - 2011

**A RESOLUTION TO APPROVE
AND AUTHORIZE THE EXECUTION OF AN
AGREEMENT FOR THE DEVELOPMENT OF
A BUILDING ENERGY EFFICIENCY PROGRAM
BY AND BETWEEN
THE CITY OF ELMHURST AND
CAMP DRESSER & MCKEE, INC.**

WHEREAS, the City of Elmhurst (hereinafter the "City") was awarded an Energy Efficiency Community Block Grant from the Department of Energy for Two Hundred Fifty Thousand Dollars (\$250,000.00), of which Fifty Thousand Dollars (\$50,000.00) is for the development of energy efficiency and conservation programs for buildings and facilities in the City; and

WHEREAS, the corporate authorities of the City have determined that it is advisable, necessary and in the public interest that the City develop a building energy efficiency program for City Hall, the Department of Public Works Garage, Fire Station #1, the Police Station, the Historical Museum, the Waste Water Treatment Plant buildings and Water Reservoirs and their operations; and

WHEREAS, the City requested qualifications from experienced engineering firms in accordance with the Local Government Professional Services Selection Act (50 ILCS 510/.01 *et seq.*); and

WHEREAS, as a result of the qualifications-based evaluation process, the City has selected Camp Dresser & McKee, Inc. to develop a building energy efficiency program for the specified buildings and facilities in the City; and

WHEREAS, the corporate authorities of the City of Elmhurst find that it is advisable, necessary and in the public interest that the City enter into the Agreement between the City of Elmhurst and Camp Dresser & McKee, Inc. for Professional Consulting Services, which Agreement is attached hereto marked as Exhibit "A" and made a part hereof (the "Agreement").

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Elmhurst, DuPage and Cook Counties, Illinois, as follows:

Section 1: The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: It is hereby determined that it is advisable, necessary and in the public interest for the City to enter into the Agreement between the City of Elmhurst and Camp Dresser & McKee, Inc. for Professional Consulting Services.

Section 3: The Mayor be and is hereby authorized and directed to execute, and the City Clerk be and is hereby authorized and directed to attest to, on behalf of City, the Agreement between the City of Elmhurst and Camp Dresser & McKee, Inc. for Professional Consulting Services.

Section 4: This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED this ____ day of _____, 2011.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2011.

Peter P. DiCianni III, Mayor of the City of
Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,
this ____ day of _____, 2011.

Patty Spencer, City Clerk of the City
of Elmhurst, DuPage and Cook Counties, Illinois

COUNCIL ACTION SUMMARY

SUBJECT: Resolution to approve and authorize the execution of an agreement between the City of Elmhurst and Camp Dresser & McKee, Inc. for professional consulting services

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the City Council, the City Attorney prepared a resolution to approve and authorize the execution of a professional consulting services agreement with Camp Dresser & McKee, Inc. for the development of a building energy efficiency program for City Hall, the Department of Public Works Garage, Fire Station #1, the Police Station, the Historical Museum, the Waste Water Treatment Plant buildings and Water Reservoirs and their operations. Funds for this project have been obtained through the Energy Efficiency Community Block Grant awarded to the City by the Department of Energy.

Exhibit "A"

**AGREEMENT BETWEEN THE CITY OF ELMHURST
AND CAMP DRESSER & MCKEE, INC.
FOR PROFESSIONAL CONSULTING SERVICES**

**AGREEMENT BETWEEN THE CITY OF ELMHURST
AND CAMP DRESSER & MCKEE, INC.
FOR PROFESSIONAL CONSULTING SERVICES**

THIS AGREEMENT is made this _____ day of February, 2011, between the City of Elmhurst, an Illinois municipal corporation with offices at 209 North York Road, Elmhurst, DuPage County, Illinois (the "City") and Camp Dresser & McKee, Inc., a corporation, licensed to do business in the State of Illinois, with offices in Chicago, Illinois (the "Consultant").

WITNESSETH:

WHEREAS, the City requires professional consulting services for the development of a building energy efficiency program for City Hall, the Department of Public Works Garage, Fire Station #1, the Police Station, the Historical Museum, the Waste Water Treatment Plant buildings and Water Reservoirs and their operations (the "Project"); and

WHEREAS, the Consultant has experience and expertise in matters related to the Project, is in the business of providing professional consulting services of the type and nature required for the Project, and is willing and able to perform the required services for the City; and

WHEREAS, the City has selected the Consultant to perform the required services in accordance with all legal requirements for procurement of professional services.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein set forth, and other good and valuable consideration, the parties hereby agree as follows:

Section 1: Scope of Services.

1. The Consultant shall provide the basic services specified in Exhibit "A", which is attached to this Agreement and made a part hereof.

Section 2: Notice to Proceed.

1. Authorization to proceed with services described in Exhibit "A" shall be given on behalf of the City by the City Engineer (the "Engineer") in the form of a written Notice to Proceed, following approval of this Agreement by the City Council.
2. In addition to the Notice to Proceed, the Engineer or the Engineer's designee may, on behalf of the City, approve, deny, receive, accept or reject any submission, notices or invoices from or by the Consultant as provided in this Agreement.
3. The Consultant shall not perform work under this Agreement during the time that the City is performing its review of any submittal unless specifically directed to

do so by the Engineer. The Engineer will issue a notice to resume work upon completion and approval of any submittals by the Consultant.

Section 3: Technical Sub-Consultants.

1. The prior written approval of the City shall be required before the Consultant hires any technical sub-consultants to complete tasks ordered by the City, which consent shall not be unreasonably withheld.
2. Any sub-consultant hired by the Consultant shall be supervised by the Consultant, and the Consultant shall be solely responsible for any and all work performed by such sub-consultant in the same manner and with the same liability as if the work was performed by the Consultant.
3. The City shall be named as a third-party beneficiary of any agreement between the Consultant and any sub-consultant.

Section 4: Time for Performance.

1. The Consultant shall commence work within five (5) business days after the City issues its Notice to Proceed. The City shall have no obligation or liability to pay the Consultant for any work performed before the date of the Notice to Proceed, unless otherwise agreed by the parties in writing.
2. Unless otherwise defined in the Scope of Services, the Consultant shall submit a schedule for completion of the Project within ten (10) days after the written Notice to Proceed, which schedule shall be subject to the approval of the City. All services hereunder shall be completed by May 1, 2011 unless the term of this Agreement is extended in accordance with Section 14 below.
3. The Consultant shall prepare and submit, in a form and at such times as may be required by the City, written status reports summarizing the nature of work performed during the preceding period, and the likely schedule for completion of the work.
4. If the Consultant is delayed at any time in the progress of the work by any act or neglect of the City, or by any employee of the City, or by changes ordered by the City, or by any other causes beyond the Consultant's control, then the sole remedy shall be an extension of time for completion. Such extension shall be that which is determined by the City in writing, after consultation with the Consultant.

Section 5: Compensation.

1. The City shall pay the Consultant for services rendered only in accordance with the provisions of this Agreement.
2. Consultant will be compensated at the hourly billing rate for the category of the individual performing the work, for all time directly chargeable to the Project, plus actual out-of-pocket costs, in accordance with the Consultant's hourly billing rates attached hereto marked as Exhibit "B" and made a part hereof. For the scope of basic services set forth in Exhibit "A", the cost shall not exceed Fifty Thousand Dollars (\$50,000.00).
3. The City shall pay the Consultant's actual out-of-pocket costs with a ten percent (10%) markup.
 - a. For all direct expenses totaling more than \$25.00, the Consultant shall include copies of receipts from suppliers for expendable materials with its invoice to the City.
 - b. Consultant shall not include computer and vehicle charges as actual out-of-pocket costs.

Invoices for actual out-of-pocket costs shall be submitted no later than sixty (60) days after they are incurred, and the City shall have no obligation or liability to pay for any reimbursable expenses incurred more than sixty (60) days prior to any invoice therefor.

4. The Consultant shall submit to the City, on a monthly basis, its invoices for services rendered and allowable actual out-of-pocket costs. Each such invoice shall summarize the tasks performed, the budgeted hours and fees charged for the pay period per task, the actual hours and amount spent during the pay period per task, personnel utilized per task, and the percentage completed per task.
5. Upon receipt, review and approval of properly documented invoices, the City shall pay to the Consultant the amounts invoiced, less ten percent (10%) retainage, provided that the amount invoiced, together with the amounts of previous partial payments, does not exceed the total compensation specified in this Agreement. The City may not deny a properly documented claim for compensation, in whole or in part, without cause.
6. Upon completion of the work by the Consultant, delivery of all plans, specifications or other documents to be prepared by the Consultant pursuant to the scope of services set forth in Exhibit "A" attached hereto, and acceptance thereof by the City, the City shall make the final payment to the Consultant.

7. The Consultant acknowledges that payment by the City of any fees due under this Agreement shall not release any rights the City may have hereunder or diminish any of the Consultant's obligations hereunder.

Section 6: Insurance.

1. The Consultant shall procure and maintain for the duration of this Agreement, and for three (3) years thereafter, insurance against errors and omissions and claims for injuries to its employees which may arise from or are in conjunction with the performance of the work hereunder by the Consultant, its agents, representatives, employees, or subcontractors.

- a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);
- (2) Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);
- (3) Professional Liability/Malpractice Liability policy; and
- (4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

- b. Minimum Limits of Insurance

The Consultant shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be \$2,000,000 per project.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$2,000,000 single limit for errors and omissions, professional/malpractice liability.

- (4) Worker's Compensation and Employers' Liability: Worker's Compensation limits of \$1,000,000 and as Employers' Liability limits of \$500,000 per accident.
- (5) Umbrella Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum Aggregate shall be no less than \$2,000,000 per person, per aggregate.

c. Deductibles and Self-Insured Retentions

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

d. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

- (1) General Liability and Automobile Liability Coverages
 - (a) The City, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Consultant; or automobiles owned, lease, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and volunteers.
 - (b) The Consultant's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the Consultant, its officials, agents, employees, and volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
 - (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, agents, employees, and volunteers.
 - (d) The Consultant's insurance shall contain a severability of interests clause or language stating that the Consultant's

insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

e. Acceptability of Insurers

The insurance carrier used by the Consultant shall have a minimum insurance rating of A VII according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. Verification of Coverage

The Consultant shall furnish the City with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the City before any work commences. The City reserves the right to request full certified copies of the insurance policies.

Section 7: Indemnification.

1. To the fullest extent permitted by law, the Consultant shall indemnify, hold harmless, protect and defend the City, its officers, employees and agents, from and against any and all liability, claims, damages, losses, suits, demands, proceedings and actions, including attorneys' fees, costs and expenses of defense, which may arise from, grow out of, result from or be related directly or indirectly to any loss, damage, injury, death or damage to property resulting from the performance of services of the Consultant or any sub-consultant under this Agreement, or from any negligent or willful acts, errors or omissions in the performance of services of the Consultant or any sub-consultant hereunder, or from any breach of the Consultant's obligations or any material default by the Consultant hereunder.
2. Nothing contained herein shall be construed as prohibiting the City, its officers, employees or agents from defending, through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings or actions

brought against them. The City's participation in its defense shall not remove the Consultant's duty to indemnify, defend and hold the City harmless as set forth herein.

3. Any indemnity as provided in this Agreement shall not be limited by reason of the enumeration of insurance coverage herein provided.
4. The Consultant's indemnification of the City shall survive the termination or expiration of this Agreement.

Section 8: Standard of Performance.

1. The Consultant, its employees and any sub-consultants shall exercise reasonable skill, care and diligence in the performance of the services required under this Agreement in accordance with customarily accepted good professional practice for their respective professions. Such performance shall be to the satisfaction of the City, and shall meet or exceed the quality and standards commonly accepted in the industry.
2. All services provided by the Consultant shall be performed in a reasonably prompt manner. The Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay, and shall give the Project such priority in its office as is necessary to cause its services hereunder to be timely and properly performed.
3. If any errors, omissions or acts, intentional or negligent, are made by the Consultant or any sub-consultant, in any phase of the work, the correction of which requires additional field or office work, the Consultant shall be required to perform such additional work as may be necessary to remedy same without undue delay and without any cost to the City.
4. Acceptance of the work by the City shall not relieve the Consultant of its responsibility for the quality of its work, or for its liability for loss or damage resulting therefrom.

Section 9: Conflict of Interest

1. The Consultant covenants that it has no conflicting public or private interest and shall not acquire, directly or indirectly, any such interest which would conflict in any manner with the performance of its services under this Agreement.

Section 10: Ownership of Documents.

1. The Consultant agrees that all survey data, reports, drafting, studies, specifications, estimates, maps, computations and all other documents prepared

for the City under the terms of this Agreement shall be properly arranged, indexed and delivered to the City.

2. The documents and materials made or maintained by the Consultant under this Agreement shall be and will remain the property of the City, and the City shall have the right to use same without restriction or limitation and without compensation to the Consultant other than as provided for in this Agreement.
3. The City acknowledges that the use of information that becomes the property of the City pursuant to Paragraph 2 hereof, for purposes other than those contemplated in this Agreement, shall be at the City's sole risk.
4. The Consultant may, at its sole cost and expense, reproduce and maintain copies of documents made or maintained by it under this Agreement.
5. The Consultant will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the City except as expressly authorized by the City. The Consultant shall treat such information at all times as confidential. The Consultant acknowledges that each of the following can contain confidential information of the City and that the disclosure of any of the following by the Consultant without the City's express authorization would be harmful and damaging to the City's interests:
 - a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases and which are not otherwise known to the public.
 - b. All information relating to the services being performed by the Consultant under this Agreement, regardless of its type or form and which are not otherwise known to the public.
 - c. Ideas, concepts, designs and plans which are specifically involved with the services being performed by the Consultant under this Agreement which are created, designed, enhanced by the Consultant and which are not otherwise known to the public.
 - d. Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette,

magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through Consultant's wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

6. In the event of breach of the confidentiality provisions of this Agreement, it shall be conclusively presumed that irreparable injury would result to the City and there would be no an adequate remedy at law. The City shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this Agreement. The City is entitled to damages for any breach of the injunction, including, but not limited to, compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this Agreement survive the termination or performance of this Agreement.

Section 11: Certifications.

1. The Consultant certifies that the Consultant, its shareholders holding more than five percent (5%) of the outstanding shares of the Consultant, its officers and directors are:
 - a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
 - b. not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
 - c. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
 - d. in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
 - e. in compliance with equal employment opportunities and that during the performance of this Agreement, the Consultant shall:
 - (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- (2) If it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Consultant's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Consultant in its efforts to comply with such Act and Rules and Regulations, the Consultant will promptly so notify the Illinois Department of Human Rights and the City, and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time

clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis or race, creed, color, or national origin because of habit, local custom, or otherwise.

- (8) Consultant (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that Consultant will retain such certifications in its files.
 - (9) In the event of the Consultant's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- f. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
 - g. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the Consultant may be declared ineligible for future contracts with the City, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
 - h. in compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:
 - (1) Publishing a statement:
 - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Consultant's workplace.

- (b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (c) Notifying the employee that, as a condition of employment on such Agreement, the employee will:
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (2) Establishing a drug-free awareness program to inform employees about:
- (a) the dangers of drug abuse in the workplace;
 - (b) the Consultant's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) the penalties that may be imposed upon employees for drug violations.
- (3) Making it a requirement to give a copy of the statement required by subparagraph D.1.h.(1) to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.
- (4) Notifying the City within ten (10) days after receiving notice under Subparagraph D.1.h.(1)(c)(ii) from any employee or otherwise receiving actual notice of such conviction.
- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- i. The Consultant certifies that the Consultant is in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*), is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
 - j. not a City official, spouse or dependent child of a City official, agent on behalf of any City official or trust in which a City official, the spouse or dependent child of a City official has an interest in violation of Chapter 15 of the Municipal Code of the City.
 - k. not in violation of Chapter 15 of the Municipal Code of the City by an officer or employee of the City having solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Consultant.
 - l. not in violation of Chapter 15 of the Municipal Code of the City by the Consultant having given to any officer or employee of the City any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer.
 - m. the Consultant acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this Agreement are considered a public record of the City; and therefore, the Consultant shall review its records and promptly produce to the City any records in the City's possession which the City requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the Consultant shall produce to the City such records within three (3) business days of a request for such records from the City at no additional cost to the City.

Section 12: Compliance with Laws.

1. The Consultant and any sub-consultants shall comply with all Federal, State and local statutes, ordinances and regulations, and shall obtain all necessary permits and other mandated approvals, whenever applicable.

Section 13: Modification or Amendment.

1. The parties may modify or amend terms of this Agreement only by a written document duly executed by both parties.

Section 14: Term of this Agreement.

1. The term of this Agreement shall begin on the date the Agreement is fully executed by both parties, and shall continue in full force and effect until the earlier of the following occurs:
 - a. The termination of this Agreement in accordance with the terms of Section 15 hereof; or
 - b. May 1, 2011 or any new date for completion of the work hereunder to which the parties may agree in writing; or
 - c. The completion by the Consultant and the City of their respective obligations under this Agreement, in the event such completion occurs before the completion date, as stated in Subparagraph b of this Paragraph.
2. The Consultant shall not perform any work under this Agreement after the expiration date, as determined in accordance with Paragraph 1 of this Section, and the City shall have no obligation or liability to pay the Consultant for any work performed after the Agreement's expiration or termination.

Section 15: Termination.

1. Except as set forth in this Agreement, either party shall have the right to terminate this Agreement for any cause or for no cause, upon seven (7) days written notice to the other party; provided that in the event of the Consultant's insolvency, bankruptcy or receivership, this Agreement shall be terminated immediately upon receipt of notice thereof.
2. Upon any termination of this Agreement, all data, work product, reports and documents produced under this Agreement shall become the property of the City, and such documents shall be delivered to the City within fourteen (14) days of such termination.
3. Upon any termination of this Agreement, the City's liability to the Consultant shall be limited to payment of the Consultant's fees for work which was

satisfactorily performed to the date of termination and any reimbursable expenses incurred up to the date of termination. Upon such termination, the City shall have no further obligation or liability for compensation of any expenses, fees or costs of the Consultant hereunder, except as provided in Paragraph 4 hereof.

4. The City may, at any time, by written order to the Consultant (Suspension of Services Order) require the Consultant to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The City, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. The Consultant will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.
5. In the event of any termination hereunder, the Consultant shall consent to the City's selection of another consultant of the City's choice to assist the City in any way in completing the Project. The Consultant further agrees to cooperate by providing any information requested by the City in connection with completion of the Project. Any services provided by the Consultant which are requested by the City after termination shall be compensated in accordance with the schedule of hourly fees set forth in Exhibit "B" attached hereto.
6. The Consultant, during the period commencing upon the execution of this Agreement and concluding one year following the completion of the Project, shall not accept employment from any developer developing land within the City or any contractor, subcontractor or material supplier performing work or supplying material to the City without the express written consent of the City.

Section 16: Consultant as Independent Contractor.

1. The relationship of the Consultant and any sub-consultants to the City is that of independent contractor, and nothing in this Agreement is intended or to be construed to create an agency, employment, or joint venture relationship, or any other relationship which could allow the City to exercise control or direction over the manner or method by which the Consultant or its sub-consultants provide services hereunder.
2. The Consultant warrants that all personnel provided by it with respect to the Project shall be employees of the Consultant. At all times during the course of performing services hereunder, the Consultant's employees shall be and remain employees of the Consultant and not employees of the City. The Consultant, and not the City, shall be solely and exclusively responsible to pay wages; salaries; pensions; overtime, holiday, sick and vacation pay; federal and state withholding

and unemployment taxes; FICA; Social Security; Medicare; health, accident and life insurance; or any other claim, obligation, demand, tax, benefit, wage or other payroll-related expense or penalty that may occur under local, state or federal law.

The Consultant shall defend, indemnify and hold the City harmless from any and all claims, demands, judgments and awards for such items and any other employment obligations for the Consultant's employees provided by it with respect to the Project. Such employees shall be deemed in all respects and at all times to be the employees of the Consultant and not of the City. The Consultant shall also have the sole obligation to make or cause to be made payments which may be due under the Worker's Compensation Act (820 ILCS 305/1, et seq.), and to meet any and all other obligations which an employer may have under local, state and federal laws. The Consultant expressly waives any right or claim it might have, including those set forth in the Worker's Compensation Act, and especially those set forth in 305/1(a)(4) thereof, to recover from the City any worker's compensation claims, attorneys' fees, expenses or other costs on account of any injury or worker's compensation claim made by any employee of the Consultant providing services pursuant to this Agreement.

Section 17: Entire Agreement.

1. This Agreement, including all matters incorporated herein, contains the entire agreement between the parties, and supersedes any and all other prior or contemporaneous agreements, covenants, warranties, representations, promises, conditions, or understandings, whether oral or written, which are related to the Consultant's services for the Project other than those contained herein.
2. In the event of any conflict between the terms and conditions of this Agreement and terms and conditions found in any attachment hereto, the terms and conditions of this Agreement shall prevail.

Section 18: Assignment.

1. Neither the City nor the Consultant shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

Section 19: Severability.

1. In the event that any provision of this Agreement is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the Agreement. The remainder of the Agreement shall be construed as if it did not contain the particular provision and shall continue in full force, effect and enforceability in accordance with its terms, to the fullest extent permitted by law.

Section 20: Governing Law.

1. This Agreement shall be governed by the laws of the State of Illinois as to interpretation, performance and enforcement.
2. The forum for resolving any disputes concerning the parties' respective performance or failure to perform under this Agreement shall be the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

Section 21: Notices.

1. Any notice required under this Agreement shall be in writing, and shall be mailed, postage prepaid, to the following addresses and parties:

City of Elmhurst
Attention: City Manager
209 North York Road
Elmhurst, IL 60126

Camp Dresser & McKee
Attention: Christopher M. Martel, Principal
125 South Wacker Drive, Suite 600
Chicago, Illinois 60606

Section 22: Failure to Enforce Breach Not a Waiver.

1. The parties agree that the waiver of or failure to enforce any breach of this Agreement by the other party shall not be construed or otherwise operate as a waiver of any future breach of this Agreement, and shall not bar or prevent the other party from enforcing this Agreement with respect to any other breach.

Section 23: Force Majeure.

1. Neither party shall be liable to the other for any delay or non-performance of their respective obligations under this Agreement if such delay or non-performance is caused by any contingency beyond their control, including but not limited to acts of God, war, civil unrest, walkouts, fires or natural disasters.

Section 24: Access to Property.

1. The Consultant shall make a reasonable effort to obtain access to any property of a third party which may be necessary for the performance of its obligations under this Agreement. If the Consultant is unable to obtain access to such property, the City shall be responsible for securing such access for the Consultant. In the event that the City cannot secure access, the City shall excuse the Consultant from the performance of the work which necessitated such access, and the Consultant shall

have no claim to compensation for any work excused under this provision.

Section 25: Counterparts.

1. This Agreement may be signed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

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

CITY OF ELMHURST

CAMP DRESSER & MCKEE

By: _____
Its Mayor

By: _____
Its Principal

Attest: _____
Its City Clerk

Attest: _____
Its _____

Exhibit "A"

Scope of Services

For this project for the City of Elmhurst, CDM will provide the following professional services:

- Conduct site inspections of City of Elmhurst managed facilities;
- Review and audit significant mechanical and electrical equipment and systems in the facilities;
- Identify potential energy savings and operational improvements;
- Develop strategies to increase energy efficiency and reduce fossil fuel emissions; and
- Develop methods to measure progress in achieving the strategies identified.

Phase 1 – Data Acquisition and Preliminary Evaluation

As part of this initial phase, the CDM Team will estimate where and how energy is used within City facilities to identify the “make a difference” loads. The CDM Team assumes for costing purposes that the analysis will be limited to those loads where the City has readily available historic energy usage (i.e., meter) information. The CDM Team assumes the City will provide available energy usage data (electricity, natural gas, vehicular fuel and other relevant data) at the project kickoff meeting, or shortly thereafter. CDM understands that City staff will provide this information in an electronic spreadsheet format.

CDM will analyze and compare the data to other available information concerning energy use. CDM will visit a selection of City facilities to help define the list of facilities to be audited under Phase 2.

The results of this task will be presented in a technical memorandum that outlines city-wide energy usage for City facilities and provides a recommended list of buildings to be assessed in Phase 2.

Phase 2 – Energy Audits

Task 2A - Building Energy Audits

The CDM Team will complete energy audits at City of Elmhurst facilities as directed by City staff based on recommendations in Phase 1. The American Society of Heating Air Conditioning and Refrigeration Engineers (ASHRAE) has developed standard energy audit levels. There are three levels of commercial energy audits: Overview, ASHRAE Level I and ASHRAE Level II.

Overview or Walk-Thru Audit

Overview audits are the least expensive type of commercial energy audit. They involve walking through a facility, identifying energy conservation opportunities, interviewing facility personnel, and quickly reviewing the facility's utility bills. The overview audit is fine for smaller organizations and those on a budget that want some quick tips on how they can reduce their energy usage and costs. It basically gives a road map of what to do.

ASHRAE Level I – Walk Through Analysis

The ASHRAE Level I audit focuses on low-cost/no-cost energy conservation measures, and provides a list of higher cost energy conservation measures. In addition to tasks performed in the Overview Audit, in the ASHRAE Level I audit, we report how much in energy and energy costs can be saved from each energy conservation opportunity. We perform an energy balance, which breaks out energy usage into different end uses.

ASHRAE Level II – Energy Survey and Analysis

ASHRAE Level II audits include a more detailed building survey, financial projections, and energy analysis than ASRHAE Level I audits.

Basically, ASHRAE Level II audits will identify all appropriate energy conservation measures for a facility, and a financial analysis will be performed based on implementation costs, operating costs, and attainable savings. You will know for each energy conservation measure, the amount to be saved, the amount the measure will cost, and the amount of time it will take for the measure to pay for itself. In addition, ASHRAE Level II audits will discuss any changes to operations and maintenance procedures.

A Level II ASHRAE audit involves a review of the facility's historical energy use, benchmarking the facility against a standard such as the ENERGY STAR Portfolio Manager, and, most importantly, an analysis of potential Energy Cost Reduction Measures (ECRMs). These studied ECRMs provide the groundwork for a cost-effective approach toward the development of an energy consumption reduction strategy and would include project cost, applicable incentives, annual projected savings, return on investment and net present value calculations. In addition, Energy Veterans has developed an approach that would reflect a comparable number of single family homes "taken off the grid" if the municipality implemented the specific recommendations.

Based on information provided thus far, CDM anticipates conducting Overview or ASHRAE Level I energy audits at up to four of the following facilities:

- City Hall
- Public Works Garage
- Fire Station 1
- Police Station
- Schiller Deck
- Adell/Adelaide Deck

Based on information provided thus far, CDM anticipates conducting Level II ASHRAE audits at the up to six of the following facilities:

- Historical Museum

Task 2B - Water System Energy Efficiency Analysis

CDM will collect and evaluate energy use for water facilities to determine the “make-a-difference” energy loads. As part of the audit/site visit, CDM staff will review pumping facilities including but not limited to Water Reservoir 1, Water Reservoir 2 and Water Reservoir 3.

- Audit walk-through with electrical and mechanical process engineers well-versed in pumping systems
- Conduct a pumping efficiency test, with the assistance of City staff, for up to two (2) pump stations.
- Review of existing motors to evaluate the payback period for installing premium efficiency motors
- Review and evaluate pumping operations to assess the feasibility of installing variable frequency drives (VFDs)
- Evaluate Potential for Hydroelectric Turbines – CDM will evaluate distribution system hydraulics to assess energy efficiency opportunities, such as replacing PRVs with hydroelectric turbines to recover energy wasted from the PRVs. Energy savings, cost savings, and payback data will be provided for the recommended energy efficiency improvements.
- Evaluate Distribution System Hydraulics for Energy Efficiency Opportunities – If the City has an existing updated and calibrated hydraulic model of the water distribution system, and can be provided to CDM in an electronic format, CDM will use the model to evaluate operational efficiencies to reduce pumping costs. Up to two model simulations will be conducted for operational efficiencies.

Task 2C -Wastewater System Energy Efficiency Analysis

CDM will collect and evaluate energy use for wastewater facilities to determine the “make-a-difference” energy loads. As part of the audit/site visit, CDM staff will review pumping and treatment facilities including but not limited to WWTP Building 1, WWTP Building 2, WWTP Building 3, WWTP Building 4 and WWTP Building 5.

- Review of existing motors to evaluate the payback period for installing premium efficiency motors
- Review of aeration systems at wastewater facilities to assess to the feasibility of installing a new high-efficiency, high-speed blower or VFDs to optimize blower operation

Summary Report

At the completion of Phase 2, CDM will prepare a summary report that includes the results of both Phases 1 and 2. The report shall discuss current energy usage at City facilities, recommended energy efficiency improvements, associated costs/benefits, and implementation issues. In addition the report shall identify potential state and federal funding opportunities.

Exhibit "B"

Consultant's Hourly Billing Rates

**CAMP DRESSER & McKEE INC.
SCHEDULE OF HOURLY BILLING RATES**

CATEGORIES	HOURLY RATES
PROFESSIONAL SERVICES	
PRINCIPAL/ASSOCIATE	\$160.00
PROFESSIONAL V	\$175.00
PROFESSIONAL IV	\$135.00
PROFESSIONAL III	\$115.00
PROFESSIONAL II	\$ 95.00
PROFESSIONAL I	\$ 70.00
SENIOR TECHNICIAN	\$ 75.00
TECHNICIAN	\$ 60.00
PROJECT SUPPORT SERVICES	
PROJECT ADMINISTRATION	\$ 60.00

All subconsultant and other project related expenses are subject to a charge of 10%.

RATES EFFECTIVE THROUGH JUNE 30, 2011

R- 05 - 2011

**A RESOLUTION TO APPROVE
AND AUTHORIZE THE EXECUTION OF A
PROFESSIONAL CONSULTING SERVICES AGREEMENT
BY AND BETWEEN
TRANSYSTEMS CORPORATION AND
THE CITY OF ELMHURST**

WHEREAS, the City of Elmhurst (hereinafter the "City") proposes to engage in the 2011 Illinois Transportation Enhancement Program (hereinafter "ITEP") Streetscape Improvements (hereinafter the "Project"); and

WHEREAS, the proposed improvements include the construction of new curb and gutter, the construction of new brick paver sidewalk, the construction of tree wells and the installation of ornamental streetlights at specific locations in the downtown area; and

WHEREAS, TranSystems Corporation (hereinafter "TranSystems") assisted the City in the preparation of an ITEP funding application, and the ITEP grant received by the City requires an eighty percent (80%) federal funding contribution and a twenty percent (20%) City funding contribution for the Project; and

WHEREAS, the ITEP grant is for construction and construction engineering only; and

WHEREAS, TranSystems has proposed to provide the design engineering services required for the Project, which include coordination of the Project, public meetings with the City and the Illinois Department of Transportation, the completion of a topographic survey, the design of streetscape improvements, the analysis and design of a streetlight system, the development of pre-final and final contract plans and documents, and assistance throughout the bidding process (hereinafter the "Design Engineering"); and

**Copies To All
Elected Officials**

2-17-11

WHEREAS, TranSystems has proposed to provide the Design Engineering on a cost plus fixed fee basis, with a total cost not to exceed Seventy-Three Thousand One Hundred Eighty-Six Dollars and Ninety-Three Cents (\$73,186.93); and

WHEREAS, the City has a satisfactory relationship with TranSystems, and it is advisable, necessary and in the public interest that TranSystems be employed to provide the Design Engineering; and

WHEREAS, it is advisable, necessary and in the public interest that the City enter into the Agreement between the City of Elmhurst, Illinois and TranSystems Corporation for the Furnishing of Professional Consulting Services for the 2011 Illinois Transportation Enhancement Program Streetscape Improvements, which Agreement is attached hereto marked as Exhibit "A" and made a part hereof (hereinafter the "Agreement").

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Elmhurst, DuPage and Cook Counties, Illinois, as follows:

Section 1: The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: It is hereby determined that the City has a satisfactory relationship with TranSystems, and it is advisable, necessary and in the public interest that the City enter into the Agreement with TranSystems for the Design Engineering.

Section 3: The Mayor be and is hereby authorized and directed to execute, and the City Clerk be and is hereby authorized and directed to attest to, on behalf of City, the Agreement with TranSystems for the Design Engineering.

Section 4: The Director of Public Works, or his designee, is hereby authorized to issue a written Notice to Proceed to TranSystems to commence the Design Engineering required under the

Agreement.

Section 5: This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED this ____ day of _____, 2011.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2011.

Peter P. DiCianni III, Mayor of the City of
Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,
this ____ day of _____, 2011.

Patty Spencer, City Clerk of the City
of Elmhurst, DuPage and Cook Counties, Illinois

Exhibit "A"

Agreement between the City of Elmhurst, Illinois
and
TranSystems Corporation
for the Furnishing of Professional Consulting Services for the
2011 Illinois Transportation Enhancement
Program Streetscape Improvements

COUNCIL ACTION SUMMARY

SUBJECT: Resolution to approve and authorize the execution of a professional consulting services agreement for the 2011 Illinois Transportation Enhancement Program Streetscape Improvements

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the City Council, the City Attorney prepared a resolution to approve and authorize the execution of the professional consulting services agreement with TranSystems Corporation in order to provide design engineering services for the 2011 Illinois Transportation Enhancement Program Streetscape Improvements.

AGREEMENT
between
THE CITY OF ELMHURST, ILLINOIS
and
TRANSYSTEMS CORPORATION
for the furnishing of
PROFESSIONAL CONSULTING SERVICES
for the
2011 ILLINOIS TRANSPORTATION ENHANCEMENT
PROGRAM STREETScape IMPROVEMENTS

THIS AGREEMENT, made and entered into by and between the CITY OF ELMHURST, ILLINOIS, hereinafter referred to as the "CITY," and TRANSYSTEMS CORPORATION, hereinafter referred to as the "ENGINEER," has been prepared and executed to provide for professional consulting services for the 2011 Illinois Transportation Enhancement Program Streetscape Improvements in Elmhurst, Illinois, hereinafter referred to as the "PROJECT".

This agreement is hereinafter referred to as the "AGREEMENT". The work associated with this AGREEMENT is as described below as Engineering Services.

In consideration of these premises and of the mutual covenants herein set forth,

A. THE ENGINEER AGREES:

1. The ENGINEER shall serve as the CITY'S professional engineering consultant in those phases of the PROJECT to which this AGREEMENT applies. The ENGINEER shall perform the Engineering Services described in Exhibit A entitled, "Exhibit A – Scope of Engineering Services," which Exhibit A is attached hereto and made a part hereof.

2. Additional services beyond the scope of the Engineering Services above-described, requested in writing by the CITY, shall be performed by the ENGINEER in accordance with the Cost Estimate of Consultant Services, the Average Hourly Project Rates, and the Direct Cost Summary attached hereto marked as Exhibit B and made a part hereof.

3. Invoices submitted by the ENGINEER for payment shall contain a summary of the tasks performed, the budgeted hours and fees charged for the pay period per task, the actual hours and amount spent during the pay period per task, personnel utilized per task and the percentage completed per task.

4. The ENGINEER shall commence work within five (5) business days after a written Notice to Proceed has been issued by the CITY. The CITY shall have no

obligation or liability to pay for any work performed by the ENGINEER prior to the date of the written Notice to Proceed. The ENGINEER shall submit a schedule for the completion of the Engineering Services within ten (10) days after the written Notice to Proceed is issued by the CITY, which schedule will be subject to approval by the CITY.

5. The ENGINEER shall not perform Engineering Services during the time that the CITY is performing its review of any submittal from the ENGINEER, unless specifically directed by the CITY, in writing, to do so. A written notice to resume work will be issued by the CITY upon completion and approval of submittals by the ENGINEER. All Engineering Services shall be completed by November 19, 2011, unless the term of this AGREEMENT is extended as provided in this AGREEMENT.

6. The TERM of this AGREEMENT shall begin on the date this AGREEMENT is executed by both the CITY and the ENGINEER, and shall continue in full force and effect until the earlier of the following:

- a. The termination of this AGREEMENT as provided in this AGREEMENT;
or
- b. November 19, 2011, or any new date for completion of the Engineering Services to which the City and the ENGINEER have agreed in writing; or
- c. The completion by the ENGINEER and the CITY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 19, 2011, or any new completion date agreed to by the parties.

7. The ENGINEER shall not perform any work pursuant to this AGREEMENT after the expiration of the TERM, and the CITY shall have no obligation to pay for any services rendered by the ENGINEER after the expiration of the TERM.

8. The ENGINEER shall prepare and submit, in a form and at such times as may be required by the CITY, written status reports summarizing the nature of Engineering Services performed during the preceding period, and the likely schedule for completion of the work.

9. The ENGINEER will perform services under this AGREEMENT in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the Chicagoland area. Notwithstanding anything to the contrary which may be contained in this AGREEMENT or any other material incorporated herein by reference, or in any agreement between the City and any other party concerning the PROJECT, the ENGINEER shall not have control or be in charge of, and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the construction contractor, other contractors or subcontractors performing

any of the work or providing any of the services on the PROJECT. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the ENGINEER.

10. The ENGINEER shall procure and maintain for the duration of its AGREEMENT, and for three years thereafter, insurance against errors and omissions and claims for injuries to its employees which may arise from, or are in conjunction with, the performance of the work hereunder by the ENGINEER, its agents, representatives, employees, or subcontractors.

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);
- (2) Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);
- (3) Professional Liability/Malpractice Liability policy; and
- (4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

b. Minimum Limits of Insurance

The ENGINEER shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be \$2,000,000 per project.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$2,000,000 single limit for errors and omissions, professional/malpractice liability.
- (4) Workers' Compensation and Employers' Liability: Workers' Compensation insurance within statutory limits, and Employers' Liability limits of \$500,000 per accident.

- (5) Umbrella Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum Aggregate shall be no less than \$2,000,000 per person, per aggregate.

c. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officials, employees and volunteers; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

d. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

(1) General Liability and Automobile Liability Coverages

- (a) The CITY, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the ENGINEER; or automobiles owned, leased, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officials, employees, and volunteers.
- (b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the CITY, its officials, agents, employees, and volunteers shall be in excess of the ENGINEER's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officials, agents, employees, and volunteers.
- (d) The ENGINEER's insurance shall contain a severability of interests clause or language stating that the ENGINEER's insurance shall apply separately to each insured against whom claim is

made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.

e. Acceptability of Insurers

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of A+ according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. Verification of Coverage

The ENGINEER shall furnish the CITY with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the CITY before any work commences. The CITY reserves the right to request full certified copies of the insurance policies.

11. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the CITY, its officials, employees and volunteers against injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the CITY, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful performance of this work by the ENGINEER, its employees, or subcontractors, except that arising out of the negligence or willful act of the CITY, its officials, employees and volunteers. The ENGINEER shall, at its own expense, appear, defend and pay reasonable charges of attorneys and reasonable costs and other expenses arising therefore or incurred in conjunction therewith, and, if any judgment shall be rendered against the CITY, its officials, employees and volunteers, in any such action, the ENGINEER shall, at its own expense, satisfy and discharge the same. Nothing contained herein shall be construed as prohibiting the CITY, its officials, employees and volunteers from defending, through the selection and use of their own agents, attorneys and experts, any injuries, deaths, loss, damages, claims, suits, liabilities, and judgments brought against them. The CITY'S

participation in its defense shall not remove the ENGINEER'S duty to indemnify, defend and hold harmless the CITY as set forth herein.

12. Any insurance policies required by this AGREEMENT, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY, its officials, agents, employees and volunteers and herein provided.

13. The ENGINEER represents and warrants to the CITY that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The ENGINEER further represents and warrants to the CITY that the ENGINEER and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The ENGINEER hereby agrees to defend, indemnify and hold harmless the CITY, the corporate authorities, and all CITY elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.

14. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the CITY and shall operate within and uphold the ordinances, rules and regulations of the CITY while engaged in services herein described.

15. The CITY reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and the ENGINEER and CITY shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.

16. The CITY may, at any time, by written order to the ENGINEER (Suspension of Services Order) require the ENGINEER to stop all, or any part, of the services required by this AGREEMENT. Upon receipt of such an order, the ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The CITY, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order. The ENGINEER will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

17. This AGREEMENT may be terminated by the CITY, upon seven (7) days' written notice to the ENGINEER, at its last known post office address. Provided

that, should this AGREEMENT be terminated by the CITY, the ENGINEER shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the CITY. Within fourteen (14) days after notification and request, the ENGINEER shall deliver to the successor CITY Engineer all property, books and effects of every description in its possession belonging to the CITY and pertaining to the office of CITY Engineer.

18. This AGREEMENT may be terminated by the CITY upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:

- a.** If the ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if the ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency;
- b.** If a petition is filed against the ENGINEER under any chapter of the Bankruptcy Code as now or hereinafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
- c.** If the ENGINEER makes a general assignment for the benefit of creditors;
- d.** If a trustee, receiver, custodian or agent of the ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of the ENGINEER's creditors;
- e.** If the ENGINEER admits in writing an inability to pay its debts generally as they become due.

19. Upon termination, the ENGINEER shall deliver to the CITY, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the CITY. In such case, the ENGINEER shall be paid for all services and any expense sustained, less all costs incurred by the CITY, to have the services performed which were to have been performed by the ENGINEER.

20. The ENGINEER is qualified technically and is conversant with the policies applicable to the performance of design engineering and that sufficient, properly

trained, and experienced personnel will be retained to perform the services enumerated herein.

21 The ENGINEER will maintain all books, documents, papers, accounting records, and other evidence pertaining to its costs incurred and to make such materials available at the ENGINEER's office at all reasonable times during the AGREEMENT period and retain such records for a period of three (3) years from the date of final payment under this AGREEMENT.

22 The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure this AGREEMENT, and that he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the CITY shall have the right to annul this AGREEMENT without liability, or, in its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

23. The ENGINEER, during the period commencing upon the execution of this AGREEMENT and concluding one (1) year following the completion of the PROJECT, shall not accept employment from any developer developing land within the CITY or any contractor, subcontractor or material supplier performing work or supplying material to the CITY without fifteen (15) days prior written notice to the CITY.

24. This AGREEMENT shall be deemed to be exclusive between the CITY and the ENGINEER. This AGREEMENT shall not be assigned by the ENGINEER without first obtaining permission in writing from the CITY.

25. Prior written approval must be obtained from the CITY by the ENGINEER prior to hiring any technical sub-consultants to complete tasks ordered by the CITY, which consent will not be unreasonably withheld. Any sub-consultant hired by the ENGINEER shall be supervised by the ENGINEER, and the ENGINEER shall be solely responsible for any and all work performed by such sub-consultant in the same manner and with the same liability as if the work was performed by the ENGINEER. The CITY shall be named as a third-party beneficiary of any agreement between the ENGINEER and any sub-consultant.

26. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in performance of this services under this AGREEMENT (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

27. The ENGINEER hereby assigns to the CITY and its successors and assigns all of its right, title, interest and ownership in the Work, including, but not limited to, copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. The ENGINEER grants permission to the CITY to register the copyright and other rights in the Work in the CITY'S name. The ENGINEER shall give the CITY or any other person designated by the CITY all assistance reasonably necessary to perfect its rights under this AGREEMENT and to sign such applications, documents, assignment forms and other papers as the CITY requests from time to time to further confirm this assignment. The ENGINEER further grants to the CITY full, complete and exclusive ownership of the Work. The ENGINEER shall not use the Work for the benefit of anyone other than the CITY, without the CITY'S prior written permission. Upon completion of the Work or other termination of this AGREEMENT the ENGINEER shall deliver to the CITY all copies of any and all materials relating or pertaining to this AGREEMENT.

28. The drawings, specifications, reports, and any other PROJECT documents prepared by the ENGINEER in connection with any or all of the services furnished hereunder shall be delivered to the CITY for the use of the CITY. Furthermore, it is understood and agreed that the PROJECT documents such as, but not limited to, reports, calculations, drawings, and specifications prepared for the PROJECT, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use. The CITY may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the PROJECT. Any reuse of PROJECT documents, without the express written consent of the ENGINEER, shall be at CITY'S sole risk; and the CITY shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. The ENGINEER shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the ENGINEER'S promotional and professional materials. The ENGINEER's materials shall not include the CITY'S confidential and proprietary information.

29. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the CITY except as expressly authorized by the CITY. The ENGINEER shall treat such information at all times as confidential. The ENGINEER acknowledges that each of the following can contain confidential information of the CITY and that the disclosure of any of the following by the ENGINEER without the CITY'S express authorization would be harmful and damaging to the CITY'S interests:

- a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups,

computer disks and diskettes, and computer databases and which are not otherwise known to the public.

- b.** All information relating to the Engineering Services being performed by the ENGINEER under this AGREEMENT, regardless of its type or form and which are not otherwise known to the public.
- c.** Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by the ENGINEER under this AGREEMENT which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.
- d.** Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER'S wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

30. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the CITY'S business, services, programs, software or residents, whether prepared by the ENGINEER or anyone else, are the exclusive property of the CITY. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the CITY (as defined above) are the exclusive property of the CITY. The ENGINEER shall immediately return said items to the CITY upon termination of the ENGINEER's engagement or earlier at the CITY'S request at any time.

31. In the event of breach of the confidentiality provisions of this AGREEMENT, it shall be conclusively presumed that irreparable injury would result to the CITY and there would be no adequate remedy at law. The CITY shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this AGREEMENT. The CITY is entitled to damages for any breach of the injunction, including, but not limited to, compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this AGREEMENT survive the termination or performance of this AGREEMENT.

32. The ENGINEER will comply all laws, codes, ordinances and regulations which are in effect as of the date of this AGREEMENT.

33. The ENGINEER'S opinions of probable PROJECT construction cost provided for herein are to be made on the basis of the ENGINEER'S experience and qualifications and represent the ENGINEER'S judgment as a design professional familiar with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.

B. THE CITY AGREES:

1. The CITY shall pay the ENGINEER, for the Engineering Services above-described, a fee not to exceed Seventy-Three Thousand One Hundred Eighty-Six Dollars and Ninety-Three Cents (\$73,186.93).

2. The CITY shall pay the ENGINEER'S direct reimbursable expenses in accordance with the Direct Cost Summary included in Exhibit B. For all direct expenses totaling more than Twenty-Five Dollars (\$25.00), the ENGINEER shall provide copies of receipts from suppliers of expendable materials. Invoices for reimbursable expenses shall be provided no later than sixty (60) days after the expense is incurred by the ENGINEER, and if such invoices are not provided within sixty (60) days, the CITY shall not be required to pay such reimbursable expenses.

3. The ENGINEER shall indicate to the CITY the information needed for rendering of the services of this AGREEMENT. The CITY shall provide to the ENGINEER such information as is available to the CITY and the CITY'S consultants and contractors, and the ENGINEER shall be entitled to rely upon the accuracy and completeness thereof.

4. Payment of ENGINEER'S Fee. The CITY, for and in consideration of the rendering of the Engineering Services enumerated herein shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:

- a.** Upon receipt of monthly statements from the ENGINEER and the approval thereof by the CITY, payments for the work performed shall be due and payable to the ENGINEER within thirty (30) days after approval by the CITY.
- b.** The CITY shall pay the ENGINEER the amounts invoiced, less one percent (1%) retainage, provided that the amount invoiced, together with the amounts of previous partial payments, does not exceed Seventy-Three Thousand One Hundred Eighty-Six Dollars and Ninety-Three Cents (\$73,186.93).
- c.** Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

- d. Final payment shall be made to the ENGINEER upon completion of the Engineering Services, delivery of all plans, specifications or other documents to be prepared by the ENGINEER pursuant to this AGREEMENT, and acceptance thereof by the CITY.

5. This AGREEMENT may be terminated by the ENGINEER, upon thirty (30) days' written notice to the CITY should the CITY fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the CITY, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the CITY. The ENGINEER shall be paid promptly for all services provided to the date of termination.

C. IT IS MUTUALLY AGREED:

1. The ENGINEER is an independent contractor in the performance of this AGREEMENT, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the agent of the CITY. Nothing contained in this AGREEMENT shall create a contractual relationship with a cause of action in favor of a third party against either the CITY or ENGINEER.

2. Each party to this AGREEMENT shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the PROJECT. The persons designated shall review and respond promptly to all communications received from the other party.

3. Written notices between the CITY and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:

- a. If to the CITY:

CITY OF ELMHURST
209 N. York Street
Elmhurst, Illinois 60126
Attn: City Manager

- b. If to the ENGINEER:

TRANSYSTEMS
1051 Perimeter Drive, Suite 1025
Schaumburg, Illinois 60173
Attn: Mr. Todd S. Bright, Vice President

- c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

4. This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the CITY and the ENGINEER.

5. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.

6. The waiver of one party of any breach of this AGREEMENT or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT and shall not be construed to be a waiver of any provision, except for the particular instance.

7. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract shall not be affected thereby; and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.

8. This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of this AGREEMENT shall be so brought in the Circuit Court of DuPage County, State of Illinois.

9. This AGREEMENT may be signed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

D. CERTIFICATION OF ENGINEER

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
 - a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

- b. not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- c. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
- d. in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
- e. in compliance with equal employment opportunities and that during the performance of the AGREEMENT, the ENGINEER shall:
 - (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - (2) If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - (4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to

cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights; and the CITY and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis or race, creed, color, or national origin because of habit, local custom, or otherwise.
- (8) ENGINEER (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that ENGINEER will retain such certifications in its files.

- 1
- (9) In the event of the ENGINEER's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the ENGINEER may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
 - f. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
 - g. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the CITY, and this AGREEMENT may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
 - h. in compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:

 - (1) Publishing a statement:

 - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER's workplace.
 - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (c) Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:

 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the ENGINEER's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) the penalties that may be imposed upon employees for drug violations.
- (3) Making it a requirement to give a copy of the statement required by subparagraph D.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.
- (4) Notifying the CITY within ten (10) days after receiving notice under Subparagraph D.1.h.(1)(c)(ii) from any employee or otherwise receiving actual notice of such conviction.
- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

i The ENGINEER certifies that the ENGINEER is in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*), is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

- j.** not a CITY official, spouse or dependent child of a CITY official, agent on behalf of any CITY official or trust in which a CITY official, the spouse or dependent child of a CITY official in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code.
- k.** not in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code by an officer or employee of the CITY having solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the ENGINEER.
- l.** not in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code by the ENGINEER having given to any officer or employee of the CITY any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer.
- m.** the ENGINEER acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this AGREEMENT are considered a public record of the CITY; and therefore, the ENGINEER shall review its records and promptly produce to the CITY any records in the ENGINEER'S possession which the CITY requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the ENGINEER shall produce to the CITY such records within three (3) business days of a request for such records from the CITY at no additional cost to the CITY.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed, by their duly authorized officers as of the dates below indicated.

Executed by the CITY, this ____ day of _____, 2011.

CITY OF ELMHURST
209 N. York Street
Elmhurst, Illinois 60126

ATTEST:

By _____
Peter P. DiCianni III, Mayor

By _____
City Clerk

Executed by the ENGINEER, this ____ day of _____, 2011.

TRANSYSTEMS
1051 Perimeter Drive, Suite 1025
Schaumburg, Illinois 60173

ATTEST:

By _____
Todd S. Bright, Vice President

By _____



Elmhurst Downtown Enhancements
January 13, 2011
Page 1

January 13, 2011
Elmhurst Downtown Enhancements (ITEP Funded): Various Locations
Phase 1 & 2 Engineering
City of Elmhurst

EXHIBIT A – SCOPE OF ENGINEERING SERVICES

Project Description

This project involves preparing a conceptual design, preliminary report, construction plans and specifications for the Illinois Transportation Enhancement Program (ITEP) streetscape improvements at various locations in the City of Elmhurst's downtown area. Segments include the east side of Addison Avenue from Second Street to Third Street, the east side of York Street from Palmer Drive to the south side of Crescent Court, the west side of York Street from Palmer Drive to Virginia Street, the southeast corner of York Street at North Avenue, Third Street from York Street east to the alley, the northwest corner of York Street and Third Street (103 W. Third Street), and the west half of the alley off Addison Street between First Street and Second Street. See the attached Streetscape Progress Map. The total length of the improvements is approximately 2,000 lineal feet.

Project Scope of Work:

The scope of work includes brick sidewalk installation, decorative street lighting, trash receptacles, planters, benches, signage, and tree pits to enhance the aesthetics and functionality of the City's downtown. Removal and replacement of curb and gutter, pavement patching, and drainage adjustments/improvements will also be included. The proposed streetscape improvements will replicate what has been done for past adjacent projects.

TranSystems will prepare conceptual designs and a preliminary report as required by the funding requirements for the Phase I design. It is anticipated that a Categorical Exclusion Group I with no report design approval will be obtained.

Once the Phase I has been approved by IDOT, TranSystems will prepare contract plans, specifications, and cost estimates for a November 2011 contract letting through IDOT Bureau of Local Roads and Streets (BLRS). The plans and specifications will provide specific guidance to the contractor necessary to bid the project, provide the contractor with geometric layout requirements to establish controls during construction, and include sufficient details for completing construction of the enhancement elements. The work shall be prepared in accordance with IDOT requirements for ITEP projects. The plans and specifications will be reviewed by the City and IDOT. Coordination with IDOT and FHWA will also be required.

Scope of Engineering Services:

1. Phase I: Preliminary Design
 - Kick-off meeting to discuss project scope, and obtain electronic files as available from the City containing streetscape information, centerline and stationing, utility data, striping, and specific project limits.
 - Conduct detailed topographic survey of the sidewalk with sections every 50 feet. Set tie points and local benchmarks. Drainage structures will be surveyed for condition. Download the survey into Microstation CADD format and create base sheets at 1"=20' scale.



- Prepare submittal for Group I Categorical Exclusions (CE) concurrence and design approval (BLR 19100 and related exhibits). Section 19-1.03 (b) of the Bureau of Local Roads & Streets Manual (BLRS) does not require a Project Development Report (PDR) for CE Group I projects involving construction of sidewalk and accessible ramps, lighting improvements, landscaping, and/or curb and gutter repairs.
- Since all work will be within existing City right-of-way and no additional right-of way will be required; soil borings and special waste screening will not be performed.
- Conduct initial PDR submittal review meeting with the City and IDOT to discuss comments.
- Final CE Group I submittal to obtain design approval.

2. Phase II: Detailed Design

- It is anticipated that the following sheets will be included in the contract plans:

a. Cover Sheet and Index of Sheets	1
b. Plan Sheets	5
c. Lighting Plans and Details	5
d. Streetscape, Roadway and Utility Details	3
TOTAL	14

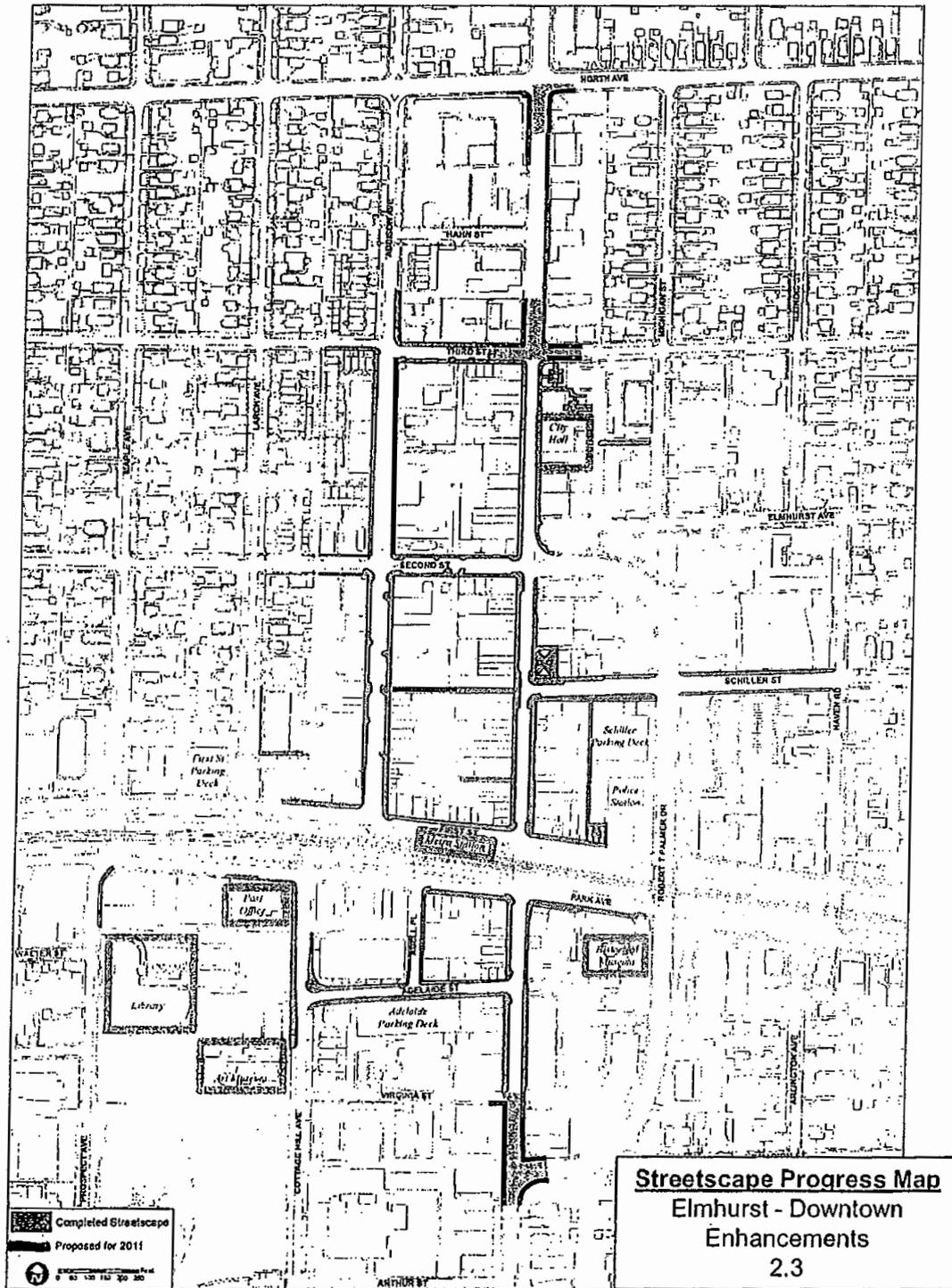
- Conduct quantity take-offs and prepare estimate of construction cost based on current unit price data.
- Prepare specifications and contract documents based on IDOT standards. City streetscape specifications will be reformatted as necessary to match IDOT criteria.
- Submit pre-final plans and documents to the City and IDOT for review and comment.
- Revise the contract plans and documents based on comments received from the City and IDOT.
- Process final contract plans, documents, and agreements through IDOT for a contract letting.

Project Schedule

ITEP Application Submitted	August 2010
Public Works & Building Committee	January 24, 2011
City Council Approval	February 7, 2011
Notice to Proceed	March 7, 2011
Kick-off Mtg./NRF Submitted	March 2011
Initial Phase I Submittal	April 15, 2011
Final Phase I Submittal	May 13, 2011
Pre-Final Phase II PS&E Submittal	June 3, 2011
Final Phase II PS&E Submitted	August 5, 2011
Letting	November 18, 2011

Assumptions:

1. Special waste testing will not be required.
2. Previously selected streetscape elements will be incorporated into the design.





Route Elmhurst Downtown Enhancements
 Section City of Elmhurst
 County DuPage
 Job No. 2011
 PTB/Item ITEP

Consultant TranSystems

Average Hourly Project Rates

Date 01/12/11

Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			Phase 1: Preliminary Design			Phase 2: Detailed Design											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Principal in Charge	\$70.00	0																	
Senior Project Manager (Highway)	\$70.00	16	2.27%	1.59	2	1.28%	0.90	14	2.55%	1.79									
Project Manager (Highway)	\$62.55	32	4.55%	2.84	6	3.85%	2.41	26	4.74%	2.97									
Construction Manager	\$61.58	0																	
Chief Structural Engineer	\$61.58	0																	
Architect	\$28.15	0																	
Senior Project Engineer (Highway)	\$59.75	0																	
Project Engineer (Highway)	\$52.35	0																	
Design Engineer III (Highway)	\$43.71	154	21.88%	9.56	30	19.23%	8.41	124	22.63%	9.89									
Design Engineer II (Highway)	\$35.91	228	32.39%	11.63	40	25.64%	9.21	188	34.31%	12.32									
Design Engineer I (Highway)	\$28.90	0																	
Land Surveyor	\$34.54	4	0.57%	0.20	4	2.56%	0.89												
Survey Crew Chief	\$32.56	24	3.41%	1.11	24	15.38%	5.01												
Instrument Person	\$32.56	0																	
Rodman	\$16.41	24	3.41%	0.56	24	15.38%	2.52												
CADD Technician III	\$30.54	0																	
CADD Technician II	\$27.42	196	27.84%	7.63	20	12.82%	3.52	176	32.12%	8.81									
CADD Technician I	\$20.00	0																	
Senior Administrator	\$37.21	0																	
Administrative Assistant	\$24.68	26	3.69%	0.91	6	3.85%	0.95	20	3.65%	0.90									
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TOTALS		704	100%	\$36.04	156	100%	\$33.80	548	100%	\$36.67	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

TranSystems

Elmhurst Downtown Enhancements (ITEP Funded) Improvements
 Various Locations In Downtown Elmhurst
 City of Elmhurst

January 13, 2011

Direct Cost Summary

				<u>Outside Direct Cost</u>
ITEM 1: Phase 1: Preliminary Design				
1.) Mileage to meetings	40 miles/trip x	4 trips x	\$ 0.51 /mile	\$ 81.60
2.) Vehicle Expense		3 days x	\$ 45.00 /day	\$ 135.00
				<u>\$ 216.60</u>
			Item 1 Total	\$ 216.60
				<u>Outside Direct Cost</u>
ITEM 2: Phase 2: Detailed Design				
1.) Xerox Copies (Specifications)	150 sheets x	10 copies x	\$ 0.15 /copy	\$ 225.00
2.) Xerox Copies (Reduced Size Plans)	14 sheets x	20 copies x	\$ 0.25 /copy	\$ 70.00
3.) Xerox Copies (full-size plans)	14 sheets x	4 copies x	\$ 1.50 /copy	\$ 84.00
4.) Vehicle Expense (meetings, field checks)		1 day x	\$ 45.00 /day	\$ 45.00
5.) Original Mylar	14 sheets x	1 copies x	\$ 12.00 /copy	\$ 168.00
6.) Overnight Deliveries		3 each x	\$ 25.00 /each	\$ 75.00
				<u>\$ 667.00</u>
			Item 4 Total	\$ 667.00
TOTAL DIRECT COSTS				\$ 883.60

R - 06 - 2011

**A RESOLUTION AUTHORIZING
THE REVOCATION OF THE NOTICE OF AWARD
FOR THE 2010 SIDEWALK REPAIR PROGRAM AND
THE ISSUANCE OF A NOTICE OF AWARD FOR THE
2011 SPRING SIDEWALK REPAIR PROGRAM (SLABJACKING)
IN THE CITY OF ELMHURST, ILLINOIS**

WHEREAS, in the opinion of a majority of the corporate authorities of the City of Elmhurst (hereinafter the "City), it is advisable, necessary and in the public interest that the City contract for the hydraulic jacking of low sidewalk squares throughout the City (hereinafter the "Project"); and

WHEREAS, the City authorized the advertisement of bids for the Project, and pursuant to the authorization, a notice soliciting bids was published and plans, specifications and proposal forms (hereinafter the "Bid Documents") were made available to prospective bidders; and

WHEREAS, the City received and evaluated bids from two (2) potential contractors, including Advantage 2 Concrete Raising of Aurora, Illinois (hereinafter "Advantage 2") and AAA Concrete Raising of Inverness, IL (hereinafter "AAA"); and

WHEREAS, the City issued a Notice of Award to Advantage 2 for the 2010 Sidewalk Repair Program; and

WHEREAS, Advantage 2 failed to furnish the required Contract Bond and insurance within fifteen (15) days from the issuance of the Notice of Award; and

WHEREAS, in the opinion of a majority of the corporate authorities of the City, it is advisable, necessary and in the public interest to revoke the Notice of Award issued to Advantage 2 and to consider all of Advantage 2's rights arising out of the City's acceptance of Advantage 2's Proposal as abandoned and forfeited; and

WHEREAS, the Public Works and Building Committee has recommended that a contract be awarded to AAA for the 2011 Spring Sidewalk Repair Program; and

WHEREAS, AAA has not been disqualified from bidding and its proposal met, without exception, all of the requirements of the Bid Documents.

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of Elmhurst, DuPage and Cook Counties, Illinois, as follows:

Section 1: The corporate authorities hereby incorporate the foregoing preamble clauses into this Resolution.

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the City of Elmhurst contract for the hydraulic jacking of low sidewalk squares throughout the City.

Section 3: It is hereby determined that it is advisable, necessary and in the public interest that the City of Elmhurst revoke the Notice of Award issued to Advantage 2, and consider all of Advantage 2's rights arising out of the City's acceptance of Advantage 2's Proposal as abandoned and forfeited.

Section 4: It is hereby determined that AAA has not been disqualified from bidding, and its proposal met, without exception, all of the requirements of the Bid Documents.

Section 5: It is hereby determined that it is advisable, necessary and in the public interest that the contract be awarded to AAA.

Section 6: The Mayor be and is hereby authorized and directed to execute and the City Clerk be and is hereby authorized and directed to attest and to place the municipal seal on a Notice of Award, attached hereto, marked as Exhibit "A", and made a part hereof, accepting the proposal of AAA for the Project in an amount not to exceed Twenty Thousand Dollars (\$20,000.00).

Section 7: The Mayor be and is hereby authorized and directed to execute and the City Clerk be and is hereby authorized and directed to attest and to place the municipal seal on a Contract for the Project along with all other written contract documents attached (hereinafter the "Contract"), a copy of which Contract is attached hereto as Exhibit "B" and made a part hereof, PROVIDED that AAA returns to the City said Contract properly executed by AAA along with the proper contract bonds and policies of insurance within fifteen (15) calendar days from the date of the Notice of Award.

Section 8: That this Resolution shall be in full force and effect upon its passage and approval in accordance with law.

APPROVED: This _____ day of _____, 2011.

Peter P. DiCianni III, Mayor

Adopted this _____ day of _____, 2011.

Ayes: _____ Nays: _____

Patty Spencer, City Clerk

EXHIBIT "A"
NOTICE OF AWARD

TO: AAA Concrete Raising, Inc.
326 Grayfriars Lane
Inverness, Illinois 60067

PROJECT DESCRIPTION: City of Elmhurst, 2011 Spring Sidewalk Repair Program (Slabjacking).

THE CITY OF ELMHURST has considered the Proposal submitted by you for the above-described project.

YOU ARE HEREBY NOTIFIED that your Proposal has been accepted for the contract at the prices listed therein, in an amount not exceed Twenty Thousand Dollars (\$20,000.00).

You are requested to execute the Contract and furnish the required Contract Bond and policies of insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute the Contract and to furnish the required Contract Bond and insurance within fifteen (15) days from the date of this Notice, the City will be entitled to consider all your rights arising out of the City's acceptance of your Proposal as abandoned and as a forfeiture of your rights under this Award. The City will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the City.

Dated this _____ day of _____, 2011.

CITY OF ELMHURST

ATTEST:

By: _____
Peter P. DiCianni III, Mayor

By: _____
Patty Spencer, City Clerk

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by AAA Concrete Raising of Inverness, Illinois, this _____ day of _____, 2011.

AAA CONCRETE RAISING

By: _____
(Name of Owner or Officer), (Title or Office)

EXHIBIT "B"

Contract for 2011 Spring Sidewalk Repair Program (Slabjacking)

By and Between

AAA Concrete Raising, Inc.

And

The City of Elmhurst, Illinois

CONTRACT

This Contract is made this ___ day of _____, 2011, between the City of Elmhurst, the City, and AAA Concrete Raising, Inc., the Contractor, for the **2011 Spring Sidewalk Repair (Slabjacking) Program**.

The Contractor hereby agrees as hereinafter set forth:

1. **The Work.** For and in consideration of the payments to be made by the City to the Contractor, and according to the terms of the Contract, the City and the Contractor agree that the Contractor at its own proper cost and expense shall perform all of the work required for the **2011 Spring Sidewalk Repair (Slabjacking) Program**, in the City of Elmhurst, DuPage County, Illinois, and to furnish all materials and labor necessary to complete the Work and in full compliance with all of the terms and the requirements of this agreement in strict compliance with the contract documents, which contract documents are made an essential part of this Contract.

2. **Contract Sum.** The City shall pay the Contractor for the performance of the work, at the unit prices set forth in the Contractor's Bid as full compensation for furnishing all the materials, for doing all work contemplated and specified in this contract, for all loss or damage arising out of the nature of the work or from any action of the elements, or from any unforeseen difficulties which may be encountered in the prosecution of the same, for all risks of every description connected with the work, and for well and faithfully completing the work, and the whole thereof, in full compliance with the plans and contract documents, and within the time stated in the bid, hereby made a part of hereof, which time is hereby declared to be of the essence of this contract. The undersigned Contractor declares that it understands that the quantities shown herein are approximate only and that they are subject to increase or decrease; and agrees that it will take, in full payment, the amount of the summation of the actual quantities, as finally determined, multiplied by the unit prices shown on the schedule of prices forming a part of this bid.

3. **Contract Time.** The Contractor shall complete the project within sixty (60) calendar days from the date the City gives the contractor written notice to proceed. Failure to do so may result in liquidated damages in accordance with Article 108.09 of the Standard Specifications of, unless an extension of time is granted in accordance with the Specifications.

4. **Payments.** The City shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for services performed prior to the termination consistent with the

requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq.*).

5. Assignment of Contract. The Contract shall be deemed to be exclusive between City and Contractor. This Contract shall not be assigned by the Contractor without first obtaining permission in writing from the City. The City may refuse to accept any substitute Contractor for any reason.

6. Notices. Written notices between City and Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

a. If to City:

City of Elmhurst
209 North York Road
Elmhurst, Illinois 60126
Attn: Mr. Thomas P. Borchert, City Manager

b. If to Contractor:

AAA Concrete Raising
326 Grayfriars Lane
Inverness, Illinois 60067
Attn: _____

c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

7. Entire Contract. This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if attached hereto:

- (a) Addenda, if any (none unless indicated here) _____
- (b) Notice to Bidders and Invitation for Bids
- (c) Instructions to Bidders
- (d) Proposal Bid Bond
- (e) Proposal
- (f) Contractor's Certification
- (g) City of Elmhurst Qualification Forms
- (h) Affidavit of Availability
- (i) Contract Bond
- (j) Contract
- (k) Specifications
- (l) Check Sheet for Recurring Special Provisions
- (m) Bureau of Design and Environment Special Provisions Check Sheet

- (n) Special Provisions
- (o) Exhibits
- (p) Attachments
- (q) Standard Specifications for Road and Bridge Construction adopted January 1, 2007, as amended by the ERRATA to the Standard Specifications for Road and Bridge Construction, adopted January 1, 2007 and revised January 1, 2010; all of the Supplemental Specifications listed in the contract documents and those Recurring Special Provisions and Recurring Local Roads and Streets Special Provisions, adopted January 1, 2010, indicated on the Check Sheet included in the contract documents supplement the Standard Specifications for Road and Bridge Construction, the Bureau of Design and Environment (BDE) Special Provisions, indicated on the Check Sheet included in the contract documents, the Local Roads Special Provisions, LR 105, "Cooperation with Utilities"; LR 107-4, "Insurance"; LR 107-5 "Substance Abuse Prevention Program" and the "Manual for Materials Inspection," January 1, 2007, all issued by the State of Illinois, Department of Transportation and the "National Manual on Uniform Traffic Control Devices for Streets and Highways" (2003 Edition) supplemented by the "Illinois Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways" (2003 Edition) issued by the Illinois Department of Transportation.

This contract represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral.

Noted: Component (q), are separate books that will not be furnished by the City but shall be the responsibility of the Contractor to obtain at its own expense. The documents may be obtained from the Illinois Department of Transportation. See <http://www.dot.state.il.us/dobuisns.html>

In case of conflict between the terms contained herein and those contained in the General Conditions, the terms herein shall control. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the City and Contractor. This Contract is executed that day and year first written above.

8. Contractor Investigation. The Contractor represents that it has, before executing this Contract, carefully examined the provisions of this Contract, inspected in detail the site of the proposed Work, investigated and become familiar with all the local conditions affecting the contract and is fully acquainted with the detailed requirements of the Work. By executing this Contract the Contractor conclusively assures and warrants to the City that it has made these examinations and that it understands all requirements for the performance of the Work. The Contractor shall be responsible for all errors resulting from its failure or neglect to comply with the provisions of the Contract and agrees that the City will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from a failure or neglect of the Contractor to make these examinations.

City: City of Elmhurst

Contractor: AAA Concrete Raising

By: _____
Peter DiCianni, Mayor

By: _____
(Name of Owner or Officer), (Title or Office)

Attest:

Attest:

By: _____
Patty Spencer, City Clerk

By: _____
(Name of Officer Attesting) (Title or Office)

COUNCIL ACTION SUMMARY

SUBJECT: A Resolution Authorizing the Revocation of the Notice of Award For the 2010 Sidewalk Repair Program and the Issuance of a Notice of Award for the 2011 Spring Sidewalk Repair Program (Slabjacking) in the City of Elmhurst, Illinois

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

The City authorized the advertisement of bids for the hydraulic jacking of low sidewalk squares throughout the City in September 2010. There were two contractors that bid for this Project. Each contractor submitted a bid for exactly the same amount; and therefore, as provided by the Contract Documents, the contract was awarded based upon a blind lottery drawing. Advantage 2 Concrete Raising was selected as a result of the blind lottery drawing. However, Advantage 2 Concrete Raising failed to furnish the required Contract Bond and insurance within fifteen (15) days from the issuance of the Notice of Award. Therefore, the Notice of Award issued to Advantage 2 Concrete Raising should be rejected, and a Notice of Award should be issued to the other responsible bidder, AAA Concrete Raising. The appropriate Resolution, Notice of Award, and Contract have been prepared.



CITY OF ELMHURST

209 NORTH YORK STREET
ELMHURST, ILLINOIS 60126-2759

(630) 530-3000
www.elmhurst.org

PETER "PETE" DICIANNI
MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

February 14, 2011

TO: Mayor DiCianni and Members of the City Council

RE: Comprehensive Stormwater Plan Engineering Proposal

The Public Works and Buildings Committee along with the City Council, residents, staff and consultants have been working diligently since the unfortunate flooding events of June and July to develop a plan to mitigate these problems in the future. After the flooding situations that occurred last summer, the City Council decided that the best approach would be to create a comprehensive flood control plan to use as a road map for the future.

City staff embarked on a process to secure a qualified consultant to help the City develop the Comprehensive Plan. City staff, along with the City Council progressed through the qualifications based selection (QBS) process. A copy of the Request for Qualifications is available for review on the City website and in the Manager's Office. The City's selection committee ultimately selected the team of Christopher B. Burke Engineering, Ltd. and RJN Engineering as the most qualified of the interested consultants to complete the Comprehensive Plan.

In accordance with the QBS process the City then proceeded to negotiate a contract with Burke/RJN. After several discussions and reviews and revisions, an appropriate for Elmhurst scope of work was identified and was judged by the committee as the minimum effort necessary to provide the proper foundation for infrastructure spending decisions going forward and which is also judged as cost effective. Attached is a proposal to accomplish that level of effort and with the associated costs estimated at \$445,749 for the sanitary system plan and \$396,998 for the storm system plan. The proposal is the foundation for the contract. The contract provides for the scope of work to be performed at a maximum guaranteed price yet also allows the City to add or subtract work at specified hourly rates. Also attached are a listing of funding sources and a timeline of expenditures.

This comprehensive flood control plan will serve Elmhurst in the short and long term as it will provide a road map for the City to follow relative to improvements to consider to alleviate flooding in both the stormwater and sanitary sewer systems in the future. The scope of work provides for consultant interaction with stakeholder groups from the community and appropriate reviews with the City Council. This committee will monitor the effort monthly and should any work be identified as not necessary, as the study goes forward, an appropriate recommendation will be made to the City Council to modify the contract.

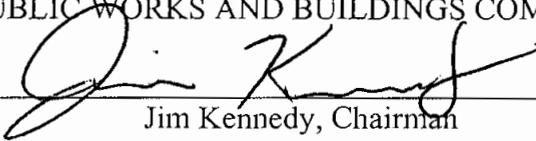
Copies To All
Elected Officials

2-17-11

TO: Mayor DiCianni and Members of the City Council
RE: **Comprehensive Stormwater Plan Engineering Proposal**
Page 2

It is therefore the recommendation of the Public Works and Buildings Committee that the proposal for the Comprehensive Flood Control Plan from the Burke/RJN team as outlined above be approved and furthermore that the City Council approve an appropriate resolution which would thereby allow contract documents to be signed.

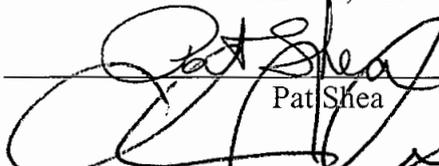
Respectfully submitted,
PUBLIC WORKS AND BUILDINGS COMMITTEE



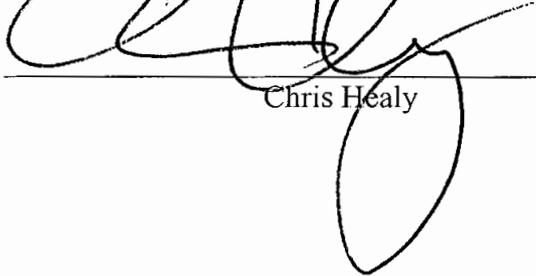
Jim Kennedy, Chairman



Michael Bram, Vice Chairman



Pat Shea



Chris Healy

City of Elmhurst
 Funding Analysis - Comprehensive Flood Plan
 Fiscal Year 2010/11

Stormwater Fund

Land Improvements Acct. #305-6041-432-80-22	<u>Budget</u>	<u>Estimate</u>	<u>Balance</u>
Levee Project	750,000		
Carryover - Levee Project	200,000		
Land Improvements #305-6041-432-80-22	950,000	778,000	
<i>Estimated Expense FY 2010/11 - Comprehensive Flood Plan (Stormwater)</i>	<u>-</u>	<u>107,000 (a)</u>	
Net Account Summary - Land Improvements #305-6041-432-80-22	950,000	885,000	65,000

Municipal Utility Fund

Sanitary Sewers Acct. #510-6056-502-80-13	<u>Budget</u>	<u>Estimate</u>	<u>Balance</u>
Sanitary Sewer Lining	950,000	845,156	
Indiana St. Sanitary Sewer Relief Line	275,000	143,498	
Carryover - possible second lining project	500,000		
Budget Allocation to Overhead Sewers	<u>(450,000) ** see below</u>		
Net Carryover - Additional Lining	50,000	-	
Sanitary Sewers #510-6056-502-80-13	1,275,000	988,654	
<i>Estimated Expense FY 2010/11 - Comprehensive Flood Plan (Sanitary)</i>	<u>-</u>	<u>175,000 (b)</u>	
Net Account Summary - Sanitary Sewers #510-6056-502-80-13	1,275,000	1,163,654	111,346

San. Sewers Private Property Acct. #510-6056-502-30-89	<u>Budget</u>	<u>Estimate</u>	<u>Balance</u>
Overhead Sewer Program	50,000		
Budget Allocation to Overhead Sewers **	450,000		
Net Account Summary - San. Sew. Private Property #510-6056-502-30-89	500,000	300,000	200,000

City of Elmhurst
 Estimated Expenditure Timeline - Comprehensive Flood Plan *
 January 26, 2011

Month	Estimated Expenditure		Total
	Storm Sewer	Sanitary Sewer	
March	54,000	60,000	114,000
April	53,000	115,000	168,000
Fiscal Year 2010/11	107,000 (a)	175,000 (b)	282,000
May	53,000	95,000	148,000
June	66,000	65,000	131,000
July	34,000	40,000	74,000
August	35,000	35,000	70,000
September	30,000	15,000	45,000
October	45,000	11,000	56,000
November	27,000	10,000	37,000
Fiscal Year 2011/12	290,000 (c)	271,000 (d)	561,000
Total Est. Expense - Comp. Flood Plan	397,000	446,000	843,000

* Timeline Provided by Christopher B. Burke Engineering, Ltd

(a)-(b) See attached for proposed funding of 2010/11 estimated expenses.

(c) Proposed 2011/12 Capital Expenditure Budget included \$500,000 in Stormwater Fund for comprehensive study.

(d) To be included in the FY 2011/12 budget.

Note: No provision has been made at this time for future infrastructure improvements that could be recommended by the Comprehensive Flood Plan. It is anticipated that future flood control infrastructure improvements/capital will be funded by General Obligation (G.O.) Bond Issues. Expenditures for the Comprehensive Flood plan could be reimbursed from the proceeds of a G.O. Bond issue; however, staff is recommending at this time that current revenues fund the Plan.

SCOPE OF SERVICES

City of Elmhurst Comprehensive Flooding Plan

SANITARY SEWER SYSTEM TASKS

Task 1 - Reduction of Inflow/Infiltration:

Task 1001- Background Information review

Review the following background information:

- Main Sewer Lining
- Manhole Rehabilitation
- Television Inspection
- Overhead sewer installations/locations
- Private sector sump pump/drain disconnections
- ESO activation history since 2006

Task 1002- Conduct Patterned Interviews of City Staff

Conduct patterned interviews of city staff relative to sanitary sewer maintenance and rehabilitation procedures

Task 1003- Update City of Elmhurst GIS (To be completed by City staff)

Update existing GIS to include:

- Overhead sewer installation locations
- Prior smoke testing and manhole inspections by RJN Group
- Televised unlined sewers
- Point repairs
- Recent power outage history
- Main sewer lining and manhole rehabilitation locations

Task 1004 – Technical Memorandum

Develop Technical Memorandum to include:

- ESO Activation history
- Recommended modifications to the City of Elmhurst sanitary sewer rehabilitation program including manhole, main line and service lateral rehabilitation procedures

SCOPE OF SERVICES

Task 2 - Evaluation of the City's Overhead Sewer Cost-Share Program:

Task 2001- Review records (To be completed by City staff)

Review all records related to the history of the City of Elmhurst overhead sewer program, including relevant ordinances

Task 2002 - Analyze Prior and Proposed Overhead Sewer Locations (To be completed by City staff)

Analyze prior and proposed overhead sewer locations in relation to ESO's, reported sanitary sewer backups, overland flooding, proximity to lift stations and history of power outages with GIS

Task 2003- Compare Ordinances/Programs (To be completed by City staff)

Compare City of Elmhurst overhead sewer program with other local communities with similar programs. Develop summary table with advantages/disadvantages analysis.

Task 2004 - Recommend Changes to the Existing Program

Recommended changes to the existing overhead sewer program- short term and long term

Task 2005 – Technical Memorandum

Develop technical memorandum to include:

- Role of overhead sewer program in system wide Infiltration/Inflow reduction program
- Role of overhead sewer program in system wide basement backup reduction program
- Potential impact of "Clustered" Overhead sewer installations
- Opportunities to utilize "Clean Check" sanitary sewer backup control system as option to overhead sewer installation with emphasis on homeowner responsibility for maintenance
- Recommendations for ordinance changes
- Recommendations for cost sharing changes including all private property infiltration/inflow sources
- Recommendations for 2011 Overhead Sewer Program
- Recommendations for long term Overhead Sewer Program including identification of "At Risk" homes with lowest basement bottom elevations in comparison to sanitary sewer grade lines

SCOPE OF SERVICES

Task 3 - Review of the SCADA System:

Task 3001- Review Existing SCADA System

Review capabilities and performance of existing SCADA system at Sanitary Lift Stations (Saylor & Jackson Lift station already evaluated), Stormwater Pump Stations, and Wastewater Treatment Plant.

Task 3002 - Recommendations for SCADA System Upgrades

Develop recommendations and estimated costs/schedule for SCADA System Upgrades

Task 3003 - Technical Memorandum

Develop Technical Memorandum to include:

- Short term SCADA hardware/software upgrades with cost estimates to improve real-time data availability, completeness and usefulness including radio alarm capabilities and protocol
- Long term hardware/software upgrades with cost estimates for ESO locations including remote automatic ESO overflow operation

Task 4 - Evaluation of the Lift Station Operation:

Task 4001 - Review Operations Records/Site Visits

Conduct site visits of 6 of the Wastewater Lift Stations (Saylor & Jackson Lift station already evaluated, exclude Atrium, Industrial and Route 83) to review lift station operations and verify lift station configuration. Review operation of each lift station during the July, 2010 storm event. Simulate pump and power failure on-site and evaluate backup power, SCADA and alarm system response. Additionally, an evaluation of the Harrison Street and Jackson Street stormwater pumping stations will be performed. This evaluation will investigate standby power at these stations, as well as the benefits of installing VFDs at the Jackson Street Station.

Task 4002 - Summarize Operating Procedures/Station Characteristics/Configuration

Summarize operating procedures, station characteristics and configuration including any recent history of power failures and force main breaks.

Task 4003 - Compare ESO Activation History

Compare ESO activation history with lift station operational procedures.

Task 4004 - Technical Memorandum

Develop Technical Memorandum to include:

- Summary of lift station configuration
- Summary of lift station operation procedures and July, 2010 operational performance

SCOPE OF SERVICES

- Known basement backup locations upstream of lift stations and downstream of lift station forcemain outlets
- Reliability/vulnerability analysis of 6 analyzed Lift stations (Pump, alarm and power reliability, systemic maintenance problems, Etc.)
- Benefits of VFD pumps at certain locations

Task 5 - Recommendations of the Lift Station Operation:

Task 5001 Short Term Lift Station Improvements

Develop Short Term Technical Solutions Memorandum to include:

- Existing pump modifications
- Short term operational modifications as required at all lift stations
- Upsizing of the Saylor & Jackson Lift Station Forcemain
- Upsizing of the Saylor & Jackson pumps
- Analysis of downstream impacts

Task 5002 - Long Term Lift Station Improvements

After completion of the system wide hydraulic modeling including the ESO's, to be conducted in Task 6, develop a Long Term Lift Station Improvements Memorandum to include:

- Relationship between any IEPA or other regulatory driven modifications to the ESO's (including impact of raising overflow weir elevations or complete ESO elimination) and the resultant lift station improvements required to provide design storm protection from basement backups
- Lift Station pump capacity, pump drives, clog protection, standby power and/or wet well improvements including estimated costs
- Lift Station forcemain replacement and or rerouting including estimated costs

Task 6 - Assessment of the Sanitary Sewer System:

Task 6001- Flow Metering

Conduct sanitary sewer gravity flow monitoring at 17 locations for 10 weeks in Spring, 2011. Install, calibrate and maintain flow meters. Analyze dry weather, high groundwater level and storm event response at each meter and at 8 Lift Station Magmeters/Event Recorders. Develop rainfall/inflow correlations and rank all metered basins by unit inflow rates (gpd/linear foot, gpd/acre, percent runoff captured in sanitary sewer)

Task 6002- System Assessments- South and Southwest Elmhurst

The following four basins in Southwest Elmhurst sustained the largest number of reported sanitary sewer backups during the July 2010 storm event: (1) McKinley Avenue/Berkeley Avenue, (2) Jackson Street/Fairfield Avenue, (3) Jackson Street/Saylor Avenue, and (4)

SCOPE OF SERVICES

Butterfield Road/Spring Road. In addition, the following seven basins are immediately upstream of the areas with the high concentration of reported basement backups: (1) Randolph Street/West Avenue, (2) York Street/Seminole Avenue, (3) Eggleston Avenue/Hagans Avenue, (4) Crescent Avenue/Poplar Avenue, (5) Madison Street/Chatham Avenue, (6) Butterfield Road/York Street, and (7) Brush Hill Road/Prospect Avenue.

- Manhole Inspections

Perform surface manhole inspections for a sample of 120 manholes (25% sample) of all of the manholes in the four basins with the largest number of reported sanitary sewer backups. This sample will be selected based on locations with reported backups, and will include manholes in all four basins to pick up different ages of construction, Based on the results of the initial sample of inspections, manhole inspections in the remainder of these four basins and the seven identified upstream basins will be completed during Phase II of the Comprehensive Plan.

- Smoke Testing

Conduct high intensity dual blower smoke testing for a sample of 30,000 linear feet (25% sample) of sanitary sewers located in the four basins with the largest number of reported backups. Smoke testing will be employed to identify indirect storm sewer/sanitary sewer connections, remaining downspout or reconnected downspouts, driveway drains, and area drains. This sample will be selected based on locations with reported backups and include sewers in all four basins to pick up different ages of construction, Smoke testing of the remainder of these four basins and the seven identified upstream basins will be completed during Phase II of the Comprehensive Plan, based on the results of the initial sample inspections.

- Dyed water Flooding

Conduct dyed water flooding at an estimated 5 locations within the four basins that experienced the highest number of reported sanitary sewer backups identified during smoke testing as potential storm sewer/sanitary sewer cross connections. Dyed water flooding for additional portions of these four basins along with the seven tributary basins will be completed during Phase II of the Comprehensive Plan.

- Television Inspection

Coordinate with City staff for their television inspection of 1,250 linear feet of sanitary sewer within the four basins that sustained the highest number of sanitary sewer backups for potential indirect cross connections in conjunction with dye flooding. Television inspections for additional portions of these four basins along with the seven tributary basins will be completed during Phase II of the Comprehensive Plan.

SCOPE OF SERVICES

Task 6003 - Additional Sub Basins System Assessment (To be completed during Phase II of Comprehensive Plan)

Based on existing SCADA data, basement backup and overflow locations and the results of the spring 2011 flow metering program, select an additional 6 basins for sewer system assessment to include:

A selective sampling of these field investigations will be performed to include the following:

- 100 Manhole Inspections
- 50,000 Linear feet of Smoke Testing
- 10 Dyed water Flooding setups

- 5,000 Linear feet of Television Inspection by city staff

Task 6004- Hydraulic Modeling

- Update existing Skeletal model to include all sewers within the four identified Southwest Elmhurst basins from Task 6002
- Field survey rim and invert elevations at 800 locations
- Field survey basement elevations at 200 locations
- Identify large commercial water users and quantify water consumption rates
- Calibrate XPSWMM hydraulic model, including lift stations, with Spring 2011 flow monitoring data
- Conduct flow balancing of Infiltration/Inflow quantified source data from Tasks 6002 and 6003 and known wet weather flow from spring 2011 flow monitoring program
- Conduct hydraulic modeling for the following conditions:

Three design storms or storms of record without future infiltration/inflow reduction
Three design storms or storms of record with future infiltration/inflow reduction
Impact of ESO structure modifications

- Compare the hydraulic grade line elevations determined from the hydraulic model to the locations of homes reporting sanitary sewer backups
- Compare the high water flooding elevations from the July, 2010 storm event with the elevations determined by the XP-SWMM model developed in the stormwater analysis to the grade line elevations determined from the hydraulic model

Task 7 - Wet Weather Flow Reduction Plan and Cost:

Develop a comprehensive plan for improvements to the sanitary sewer system to include:

SCOPE OF SERVICES

Task 7001- Recommendations for Short Term Improvements

Based on results and recommendations from Tasks 4-6, summarize all short term sanitary sewer system improvements. Confirm that the comprehensive plan deliverables will comply with the NPDES Permit Special Condition Number 18 for CMOM Plan update.

Task 7002- Recommendations for Long Term Improvements

Based on results and recommendations from Tasks 4-6, summarize all long term sanitary sewer system improvements. Options for improvements along with priorities and an implementation schedule will include:

- Public sector sanitary sewer rehabilitation
- Private sector backup protection
- Private sector sanitary sewer rehabilitation (lateral sewers)
- Modifications to the exiting rear yard storm drain program
- Private sector non-conforming infiltration/inflow source disconnection (driveway drains/foundation drains/sump pumps)
- New relief/parallel sewers
- In-system storage
- Lift station and forcemain improvements

Task 7003- Green Infrastructure Solutions

Evaluate options and costs for implementation of Green Solutions for short term and long term sanitary sewer system improvements. Option to include at a minimum No-Dig rehabilitation on both the public and private sector, rain gardens for absorption of disconnected sump pumps and drains.

Task 7004 - Integration with Storm Water Solutions and Priorities

Integrate all proposed sanitary sewer improvements with the storm water improvements to consolidate improvements within a given neighborhood/basin to a single construction season to align multi-year improvement priorities, and to minimize the impact of transferring flooding from the sanitary sewer system to the storm water system as well as from the storm water system to the sanitary sewer system.

Task 7005- Draft/Final Report

Prepare draft report, incorporate input from City staff, stakeholders and City Council and prepare final report.

SCOPE OF SERVICES

Task 8 - Risk Assessment for Alternatives:

Task 8001- Define Level of Protection and/or Design Storm of Record

Develop options for defining level of protection including storm recurrence interval approach and storm of record approach.

Task 8002- Evaluate Cost-Benefit of Each Proposed Project/Solution

Determine impact of each proposed solution on estimated number of homes protected from sanitary sewer backups under the selected design storm conditions. Rank all proposed alternatives in order of maximum number of homes protected from backups per \$ of improvements.

Task 8003- Develop Multi-year Priority Plan

Based on cost-benefit ranking and local funding availability, develop a multiyear plan for sanitary sewer system improvements. Itemize annual funding by project, and display multiyear plan on GIS.

Task 8004- Investigate Grant and/or Loan Funding

Investigate opportunities for grants and loans through the following programs:

- IEPA revolving fund low interest loan program
- Illinois Green Infrastructure Grant Program

Task 9 - Presentation at City Council Meetings:

Task 9001- Neighborhood Meetings

Engage stakeholders in the project through workshops and status meetings to include:

- Project initiation workshop
- Review of Technical Memorandums for Tasks 1-4
- Review of short term recommendations
- Review of Draft Report

Staff time has been budgeted for four neighborhood meetings; if additional meetings are required, they will be billed on a time and materials basis.

Task 9002 - City Council/Committee of Whole Meetings

Provide status presentations aided by Powerpoint slides and handouts to the City Council/Committee of Whole at the following project milestones:

- Task 1-4 Technical memorandums and short term recommendations
- Draft Comprehensive Plan submittal

SCOPE OF SERVICES

Staff time has been budgeted for two meeting presentations; if additional meeting presentations are required, they will be billed on a time and materials basis.

STORMWATER ANALYSIS

Task 1 – Flood Map:

Task 1001- Review and Organization of Flood Questionnaires (Completed)

CBBEL reviewed the flood questionnaires completed by City residents for the June and July 2010 storm events and organized them based on the following types of flooding: overland flow, sanitary sewer backup, sump pump failure, yard/street flooding, Salt Creek flooding and seepage.

Task 1002 – Entry of Flood Questionnaires into GIS

The flood questionnaires were entered into a GIS database according to the type of flooding, with priority given to the type of flooding and severity/reoccurrence of flooding. CBBEL has prepared color coded aerial exhibits identifying the various responses. These exhibits will be updated to include the areas flooded by Salt Creek. A GIS shapefile of the flood questionnaires will be provided to the City for incorporation into its GIS database.

Task 2 - Computer Modeling of 10 Subbasins:

Task 2001 – Identification of 10 Study Areas

Based on meetings with City staff, ten flood problem areas have been identified. The ten flood problem areas to be analyzed include:

- 1) Pine Street
- 2) Geneva Avenue
- 3) Area bounded by York Street and Salt Creek, between McKinley Avenue and Butterfield Road
- 4) Area bounded by York Street and Salt Creek, between McKinley Avenue and IL Prairie Path
- 5) Larch Avenue
- 6) Seminole Avenue
- 7) York Street at I-290
- 8) Brynhaven Subdivision
- 9) Pick Subdivision
- 10) Butterfield Road Area (Yorkfield)

SCOPE OF SERVICES

Task 2002 – Review of Background Information

CBBEL will obtain and review the background information required to develop the XP-SWMM hydrologic and hydraulic modeling. The background information being gathered and reviewed will include:

- Previous drainage studies completed for the City
- City storm sewer atlas
- As-built plans
- High water marks from the July 23-24, 2010 storm event
- City's GIS database
- City-provided topography

Any deficiencies in the required data will be identified during this task. Any survey information that will be needed to supplement the background information, such as drainage structures and low-entry elevations, will also be identified.

Task 2003 – Field Survey

CBBEL will perform the necessary survey work that is identified in Task 2002. This may include drainage structures, low-entry elevations of buildings, high water marks from recent storms, etc. This information will be used to supplement the City-provided background information in Task 2002.

Task 2004 – Hydrologic Model

Using the City-provided topography and storm sewer atlas, subbasin boundaries will be delineated for each study area. Hydrologic parameters, such as times of concentration and curve numbers, will be calculated based on current land use and the topography provided by the City. This information will be used as inputs to the XP-SWMM model.

Task 2005 – Hydraulic Model

Hydraulic parameters such as storm sewer diameter, length, material, invert elevations, and manhole elevations will be taken from the City's storm sewer atlas. Information from previous drainage studies prepared for the City, design plans for recent storm sewer improvements, and any supplemental survey information will be included in the model as necessary. Overland flow routes and depressional storage areas will be determined from the City-provided topography and included in the XP-SWMM model. Design plans will be utilized to gather information on detention basins and storm lift stations throughout the study areas, and this information will be included in the XP-SWMM model.

Task 2006 – Model Calibration

Using the measured rainfall data for the July 2010 storm event, CBBEL will simulate the event using the XP-SWMM model. A comparison of the results of the XP-SWMM model will be made to the high water elevations observed during the storm event. The XP-SWMM model will be

SCOPE OF SERVICES

calibrated such that the modeled flood elevations are within 0.25 feet of the observed high water marks.

Task 2007 – Design Event Simulations

CBBEL will use the calibrated XP-SWMM model to simulate the 2- through 500-year design storm events and determine the existing level of protection for each of the 10 study areas. The hydraulic grade line for the entire stormwater management system within each study area will be calculated through the XP-SWMM program. For various design storm events, the program hydraulics will report where the surcharging is occurring, what sewers are at capacity, what overland flow routes are being used and how much overland flow is occurring. The existing conditions XP-SWMM model will identify the flooding areas and will be a baseline to compare proposed alternative storm water solutions.

Task 2008 – Determine Existing Level of Protection

Based on the results of the XP-SWMM analysis completed in Task 2006 and the low-entry elevations for the area residences, the existing level of flood protection will be identified for each of the ten study areas.

Task 2009 – Site Visits

Throughout the development of the XP-SWMM computer models, CBBEL staff will visit the various flood study areas to review the existing drainage systems. These site visits will also assist in identifying any additional survey needs.

Task 3 - Alternatives Analysis:

Task 3001 – Development of Concept-level Drainage Improvements

Based on the causes of flooding identified in Task 2, concept-level drainage improvements will be developed for each of the ten study areas. An emphasis will be placed on those drainage improvements that are considered most feasible and/or implement green infrastructure and provide water quality benefits. The proposed improvements may include:

- Upsizing storm sewers
- Creating new overland flow routes
- Removing obstructions in existing overland flow routes
- Excavating detention storage
- Oversizing storm sewers where practical
- Diverting runoff within a subbasin

Task 3002 – Modeling of Flood Reduction Alternatives

Flood reduction alternatives that consist of various combinations of the concept-level drainage improvements will be developed for each study area. The existing conditions XP-SWMM modeling will be updated to include these flood reduction alternatives. Up to three flood reduction alternatives will be developed for each of the ten study areas.

SCOPE OF SERVICES

Task 3003 – Determine Flood Reduction Benefits

Based on the results of the existing and proposed conditions XP-SWMM analyses, the flood reduction benefits will be determined for the different flood reduction alternatives. The number of properties removed from the risk of flooding will also be quantified for each proposed alternative.

Task 4 - Compensatory Storage Requirement:

Task 4001 – Identification of Open Parcels

Using aerial photography and DuPage County two-foot topography, CBBEL will identify potential flood storage sites that can be used to mitigate any increased discharges to Salt Creek for the proposed alternatives developed in Task 3.

Task 4002 – Conceptual Grading Plans

For the potential flood storage sites identified in Task 4001, the DuPage County two-foot topography will be used to develop conceptual grading plans to determine the provided compensatory storage volumes.

Task 4003 – Salt Creek FEQ Modeling

Using the conceptual grading plans developed in Task 4002, the Salt Creek FEQ modeling will be updated to include the proposed drainage improvements. The FEQ modeling will evaluate whether the proposed drainage improvements, in combination with the compensatory storage volume, meet the floodplain permitting requirements of DuPage County. Several iterations between the FEQ modeling and Task 4002 will likely be required to develop permissible drainage improvements.

Task 5 - Risk Assessment for Alternatives:

Task 5001 – Determine Proposed Level of Protection

Based on the results of the proposed conditions XP-SWMM analyses completed in Task 3002 and the low-entry elevations for the area residences, the proposed level of flood protection will be identified for each alternative developed for the ten study areas.

Task 5002 - Cost Estimates

Cost estimates will be prepared based on the drainage improvements included with each proposed alternative developed in Task 3.

Task 5003 – Comparison of Flood Reduction Benefits to Costs

A comparison of the cost estimates developed in Task 5002 will be made to the flood reduction benefits associated with each alternative. To determine the effectiveness of each alternative, CBBEL will relate the cost of the proposed improvements to the increased level of protection and potential flood risk.

SCOPE OF SERVICES

Task 6 - Individual House Flood Proofing:

Task 6001 – Identification of Flood Proofing Candidates

For those study areas that require significant expenditures for flood damage reduction, flood proofing of the structures within these study areas will be evaluated as a potential solution.

Task 6002 – Develop Flood Proofing Options

For the structures identified in Task 6001, the appropriate flood proofing measure(s) will be determined on a case-by-case basis. Some of the flood proofing options that will be considered in this task include:

- Glass block windows
- Raised window wells
- Creation of side or rear yard swales
- Driveway modification

Task 6003 – Cost Estimates

Cost estimates will be developed for the flood proofing measures developed in Task 6002.

Task 6004 – Comparison of Costs

CBBEL will compare the costs of proposed drainage improvements developed in Task 3 to the costs of the flood proofing measures determined in this task. The comparison will assess the cost-effectiveness of individual flood proofing versus the public infrastructure improvements as they relate to the level of flood protection.

Task 7 - Review of Stormwater Requirements/Practices for Single Family Houses:

Task 7001 – Review of City Ordinances

CBBEL will review the City's ordinances with respect to its current stormwater regulations on redevelopments and their potential impacts on stormwater discharges. Specifically, CBBEL will review the following regulations:

- The allowable imperviousness of a proposed redevelopment.
- The requirement of the sump pump and down spout to be directly connected to the storm sewer.
- The allowable depth of basements in redevelopments.

Task 7002 – Analysis of Redeveloped Properties

Using the design plans for the properties, CBBEL will develop TR-20 hydrologic models to analyze up to 15 recently redeveloped properties and their effects on the local hydrology. Pre-existing and existing conditions models will be used to quantify the impacts that the current stormwater regulations have on the local hydrology. Specifically, the following parameters will be used as inputs into the pre- and post-redevelopment hydrologic models:

SCOPE OF SERVICES

- Pre-existing versus as-constructed impervious areas.
- Indirectly versus directly connected impervious areas.

Task 7003 – Analysis of Basement Depth

CBBEL will complete an analysis to determine the relationship between basement depth and its impact on groundwater discharge.

Task 7004 – Stormwater Ordinance Recommendations

Based on the results of Tasks 7002 and 7003, CBBEL will recommend modifications (if any) to the current City stormwater regulations. CBBEL will formulate the necessary ordinance language to implement any recommended revisions to the existing regulations.

Task 8 - Elevation of New Structures:

Task 8001 – Identification of Flood Elevations

For the ten flood study areas, the 100-year flood elevations from the existing conditions XP-SWMM analysis will be exported into a location-based table format.

Task 8002 – Flood Protection Elevation System

CBBEL will create a database that correlates City parcels within the flood study areas to the appropriate flood elevations from the XP-SWMM modeling. A GIS shapefile of the database will also be created for incorporation into the City's GIS database.

Task 8003 – Ordinance Language

The developed flood protection elevation system will be used to establish the first floor elevation of new structures in the flood-prone areas. CBBEL will formulate the required ordinance language to incorporate the system in the City's design standards.

Task 9 – Summary Report/Presentation at City Council Meetings:

Task 9001 - Summary Report

The results of Tasks 1 through 8 will be summarized in a comprehensive report. The report will include tables, graphs, exhibits, and digital copies of all project deliverables.

Task 9002 – Neighborhood Meetings

Four meetings will be held between CBBEL and stakeholders throughout the course of the project. The objectives of the meetings will be to obtain input from the stakeholders and to update them on the progress of the comprehensive plan. If additional neighborhood meetings are required, they will be billed on a time and materials basis.

Task 9003 – Meeting Presentations

CBBEL staff will attend and present our findings at City Council meetings and the Committee of the Whole. CBBEL will prepare exhibit boards depicting the existing flooding problems and the proposed alternatives to reduce the flooding. We will create a Microsoft PowerPoint

SCOPE OF SERVICES

presentation that details our findings and recommendations from the comprehensive plan. We have budgeted CBBEL staff time for two meeting presentations; if additional meeting presentations are required, they will be billed on a time and materials basis.

LJS

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City of Elmhurst
Comprehensive Flood Plan

1/20/2010

Level of Effort - Stormwater Management Analysis

Task No.	Task Description	Hourly Rate*	CBBEL										Total Hours	Total Cost	
			240 PR	210 ENGV I	173 ENGV	138 ENGV IV	125 ENGV III	102 ENGV II	125 CAD	127 SVY III	132 SVY IV				
1 Flood Map															
1001	Review and Organization of Flood Questionnaires	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
1002	Entry of Flood Questionnaires into GIS	0	0	0	0	4	0	0	0	0	0	0	0	4	\$500
	Subtotal													4	\$500
2 Computer Modeling of 10 Subbasins															
2001	Identification of 10 Study Areas	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
2002	Review of Background Information	0	8	0	8	32	0	0	0	0	0	0	0	48	\$6,784
2003	Field Survey	0	0	0	0	0	0	0	0	120	120	0	0	240	\$31,080
2004	Hydrologic Model	8	8	14	32	120	240	0	0	0	0	0	0	422	\$49,918
2005	Hydraulic Model	0	2	2	8	40	32	0	0	0	0	0	0	512	\$60,478
2006	Model Calibration	0	2	2	8	40	40	0	0	0	0	0	0	84	\$10,134
2007	Design Event Simulations	0	2	2	8	40	40	0	0	0	0	0	0	92	\$10,950
2008	Determine Existing Level of Protection	0	2	2	4	40	0	0	0	0	0	0	0	48	\$6,318
2009	Site Visits	0	0	0	40	40	0	0	0	0	0	0	0	80	\$10,520
	Subtotal													1526	\$186,182
3 Alternatives Analysis															
3001	Development of Concept-level Drainage Improvements	4	8	0	8	40	0	40	0	0	0	0	0	100	\$13,744
3002	Modeling of Flood Reduction Alternatives	2	8	4	20	220	220	0	0	0	0	0	0	474	\$55,552
3003	Determine Flood Reduction Benefits	2	8	4	8	24	0	0	0	0	0	0	0	46	\$6,956
	Subtotal													620	\$76,252
4 Compensatory Storage Requirement															
4001	Identification of Open Parcels	0	0	0	0	8	0	0	0	0	0	0	0	8	\$1,000
4002	Conceptual Grading Plans	0	0	0	0	8	48	16	0	0	0	0	0	72	\$7,896
4003	Salt Creek FEQ Modeling	0	0	24	0	80	0	0	0	0	0	0	0	104	\$14,152
	Subtotal													184	\$23,048
5 Risk Assessment for Alternatives															
5001	Determine Proposed Level of Protection	0	2	0	0	20	0	0	0	0	0	0	0	22	\$2,920
5002	Cost Estimates	0	2	0	4	20	40	0	0	0	0	0	0	66	\$7,552
5003	Comparison of Flood Reduction Benefits to Costs	4	2	0	2	10	0	0	0	0	0	0	0	18	\$2,906
	Subtotal													106	\$13,378
6 Individual House Flood Proofing															
6001	Identification of Flood Proofing Candidates	0	0	0	2	8	0	0	0	0	0	0	0	10	\$1,276
6002	Develop Flood Proofing Options	0	8	0	8	16	0	0	0	0	0	0	0	32	\$4,784
6003	Cost Estimates	0	0	0	2	24	0	0	0	0	0	0	0	26	\$3,278
6004	Comparison of Costs	2	0	0	2	8	0	0	0	0	0	0	0	12	\$1,756
	Subtotal													80	\$11,092
7 Review of Stormwater Requirements/Practices for Single Family Houses															
7001	Review of City Ordinances	2	2	4	0	16	0	0	0	0	0	0	0	24	\$3,592
7002	Analysis of Redeveloped Properties	0	2	4	0	8	60	0	0	0	0	0	0	74	\$8,232
7003	Analysis of Basement Depth	0	2	4	0	15	0	0	0	0	0	0	0	21	\$2,987
7004	Stormwater Ordinance Recommendations	4	2	2	0	18	0	0	0	0	0	0	0	24	\$3,728
	Subtotal													143	\$16,537
8 Elevation of New Structures															
8001	Identification of Flood Elevations	2	0	0	0	8	8	0	0	0	0	0	0	18	\$2,296
8002	Flood Protection Elevation System	2	2	0	0	8	4	0	0	0	0	0	0	16	\$2,308
8003	Ordinance Language	4	2	4	0	8	0	0	0	0	0	0	0	18	\$3,072
	Subtotal													52	\$7,876
9 Presentation at City Council Meetings															
9001	Summary Report	8	8	8	8	75	0	30	0	0	0	0	0	137	\$19,213
9002	Meetings with Stormwater Task Force	40	40	24	0	40	0	0	0	0	0	0	0	144	\$27,152
9003	Meeting Presentations	16	16	16	0	16	0	16	0	0	0	0	0	80	\$13,988
	Subtotal													381	\$60,333
	Subtotal		108	144	132	196	1192	962	102	120	120			3076	\$396,998

Direct Expenses
Mileage
Outside Copies
Blueprints
Messenger
Delivery Services

Subtotal Cost + 12%

Total \$398,998

PR Principal
ENGV I Engineer VI
ENGV Engineer V
ENGV IV Engineer IV
ENGV III Engineer III
ENGV II Engineer II
CAD CAD Technician
SVY III Surveyor III
SVY IV Surveyor IV

*CBBEL hourly rates remained unchanged from the previous contract with the City. The hourly rates have not changed since January 2009.

Comprehensive Flood Plan

1/20/2011

Level of Effort- Sanitary Sewer System

RJN Group, Inc.

Task No.	Task Description	Hourly Rate	200	160	125	110	80	65	55	173	Total Hours	Direct Costs	Total Cost
			PM	SPE	SC	PE	ET	FT	CL	ENGV			
1 Reduction in Infiltration/Inflow													
1001	Background Information Review		2	8	8	16	18	0	2		52		\$5,830
1002	Conduct Patterned Interviews of City Staff		0	8	8	0	2	0	0		18		\$2,440
1003	Update GIS		0	0	0	0	0	0	0		0		\$0
1004	Develop Technical memorandum- Modifications to City Rehab program		4	24	3	16	2	0	2		51		\$7,045
											Subtotal	121	\$15,315
2 Evaluation of Overhead Sewer Program													
2001	Review history of program to date including ordinances		0	0	0	0	0	0	0		0		\$0
2002	Analyze prior and proposed overhead sewer locations with GIS		0	0	0	0	0	0	0		0		\$0
2003	Compare program to other communities		0	0	0	0	0	0	0		0		\$0
2004	Recommnd changes to current program- short/long term		8	24	1	8	8	0	2		51		\$7,195
2005	Develop Technical Memorandum		2	24	2	2	8	0	4		42		\$5,570
											Subtotal	93	\$12,765
3 Review of SCADA System													
3001	Review/site visit existing SCADA at Sanitary Lift Stations/WWTP		0	0	16	0	0	0	0	8	24		\$3,384
	Develop recommendations for SCADA System Upgrades/Public												
3002	Access to Data		0	2	4	0	0	0	0	6	12		\$1,858
3003	Develop Technical Memorandum		0	2	1	0	0	0	0	4	7		\$1,137
											Subtotal	43	\$6,379
4 Evaluation of Lift Station Operation													
4001	Review operations records/site visit- 6 Stations		4	16	16	8	0	0	0	36	80		\$12,468
4002	Summarize operating proceduras/station characteristics/configuration		2	8	1	8	2	0	2	0	23		\$2,955
4003	Compare ESO activation history with station operational procedures		2	8	1	8	4	0	0	0	23		\$3,005
4005	Develop Technical Memorandum		8	16	1	8	2	0	4	4	43		\$6,237
											Subtotal	169	\$24,665
5 Recommendations for Lift Station Operation													
5001	Short Term Improvements		4	16	2	40	8	0	8		78		\$9,090
5002	Long Term Improvements/Relationship to ESO's		8	32	5	80	16	0	16		157		\$18,305
											Subtotal	235	\$27,395
6 Assessment of Sanitary Sewer System													
6001 Flow Metering- Spring 2011													
	Install, calibrate/maintain 17 meters for 10 weeks		12	32	0	64	40	360	16		524	29750	\$71,790
	Analyze data/prioritiza Sub basins by I/I Rates- 17 Meters, 8 L.S.		4	40	0	320	24	0	16		404	2,000	\$47,200
											Subtotal	928	\$118,990
6002 Southwest Elmhurst System Assessment- Besins 20,23,24,26 (25% Sample)													
	Manhole Inspections- 120		0	4	0	8	10	120	6		148	500	\$10,950
	Smoke Testing - 30,000 LF		2	4	0	6	10	192	14		228	1,500	\$17,250
	Dyed water Flooding - 5		0	2	0	2	4	30	2		40	300	\$3,220
	Television Inspection Coordination - 1,250 LF		0	0	0	2	0	14	0		16		\$1,130
											Subtotal	432	\$32,550
6003 Six Additional Sub Basins System Assessments													
	Manhole Inspections -		0	0	0	0	0	0	0		0	0	\$0
	Smoke Testing -		0	0	0	0	0	0	0		0	0	\$0
	Dyed water Flooding		0	0	0	0	0	0	0		0	0	\$0
	Television Inspection Coordination		0	0	0	0	0	0	0		0	0	\$0
											Subtotal	0	\$0
6004 Hydraulic Modeling													
	Expand Skeletal Model to Besins 20,23,24,26		2	8	0	16	40	0	0		66		\$6,640
	Selective Manhole Rim/Invert Survey- 800 Manholes		2	4	0	12	16	320	0		354	4,000	\$28,440
	Selective basement elevation survey - 200 Homes		2	4	0	8	8	80	0		102	1,000	\$8,760
	Identify and quantify large commercial water users		0	2	2	2	2	0	0		8		\$950
	Inspect all ESO's - ingoing/outgoing/weir elevations- 11		0	0	0	0	0	0	0		0	0	\$0
	Calibrate XPSWMM model with 2011 flow meter data		2	16	0	160	16	0	0		194		\$21,840
	Flow Balancing		4	8	0	40	8	0	0		60		\$7,120
	Hydraulic Modeling		8	24	0	120	32	0	0		164		\$21,200
	Compare grade lines		2	4	0	32	8	0	0		46		\$5,200
	Compare high water elevations		2	4	0	32	8	0	0		46		\$5,200
											Subtotal	1060	\$105,350
7 Wet Weather Flow Reduction Plan and Cost													
7001	Recommendations for Short Term Improvements with cost estimates		4	8	3	32	0	0	0		47		\$5,975
7002	Recommendations for Long Term Improvements with cost estimates		8	16	3	40	0	0	0		67		\$8,935
7003	Green Infrastructure Solutions		2	4	4	16	0	0	0		26		\$3,300
7004	Integration of solutions with Stormwater solutions and priorities		4	16	5	40	8	0	0		73		\$9,025
7005	Draft /Final Report		24	40	8	80	24	0	16		192	2,000	\$25,800
											Subtotal	405	\$53,035
8 Risk Assessment of Alternatives													
8001	Define level of protection- design storm/storm of record		4	16	0	24	4	0	0		48		\$6,320
8002	Evaluate cost-benefit of each proposed project/solution		4	16	0	32	4	0	0		56		\$7,200
8003	Devotop multi-year priority plan		4	8	1	32	4	0	0		49		\$6,045
8004	Investigate grant and/or loan funding		8	24	0	0	4	0	4		40		\$5,980
											Subtotal	193	\$25,545
9 Presentation at City Council Meetings													
9001	Storm Water Task Force- 4 Meetings		32	32	16	8	8	0	4		100		\$15,260
9002	City Council/Committee of the Whole - 2 Meetings		16	16	8	8	8	0	4		60		\$8,500
											Subtotal	160	\$23,760
Subtotal			196	540	119	1330	358	1116	122	58	3839	41050	\$445,749

Direct Expenses

- Mileage- Field Survey Vehicle - Tasks 6001,6002,6003,6004
- Printing - Task 7005
- Smoke Bombs/Dye- Tasks 6002,6003
- Flow Meter Rental- Task 6001
- Service Lateral Tolovision Inspection- ?????

- PM Project Manager
- SPE Senior Project Engineer
- SC Special Consultant
- PE Project Engineer
- ET Engineering Technician
- FT Field Technician
- CL Clerical
- ENGV Engineer V (CBBEL)

**A RESOLUTION
TO APPROVE AND AUTHORIZE THE EXECUTION OF
A PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BY AND BETWEEN
CHRISTOPHER B. BURKE ENGINEERING, LTD.,
RJN GROUP, INC.
AND THE CITY OF ELMHURST**

WHEREAS, in the opinion of a majority of the corporate authorities of the City of Elmhurst, Illinois, (hereinafter referred to as the "City") it is advisable, necessary and in the public interest that the City contract for Professional Engineering Services in connection with the comprehensive stormwater plan (hereinafter referred to as the "Project") within the City; and

WHEREAS, it is advisable, necessary and in the public interest that Christopher B. Burke Engineering, Ltd. (hereinafter referred to as "Burke Engineering") and RJN Group, Inc. (hereinafter referred to as "RJN") be employed to provide professional engineering services for the Project and that the City enter into an agreement to provide for those services, a copy of which agreement is attached hereto as Exhibit "A" and made a part hereof.

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Elmhurst, DuPage and Cook Counties, Illinois, as follows:

Section 1: The corporate authorities hereby determined that it is advisable, necessary and in the public interest that the City enter into an agreement between the City, Burke Engineering, and RJN, for the furnishing of professional engineering services for the Project.

Copies To All
Elected Officials

2-17-11

Section 2: The City President be and is hereby authorized and directed to execute and the City Clerk be and is hereby authorized and directed to attest on behalf of the City an Agreement between the City, Burke Engineering, and RJN for the furnishing of professional engineering services for the Project, a copy of which is attached hereto as Exhibit "A" and made a part hereof.

Section 3: This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED this ____ day of _____, 2011.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2011.

Peter P. DiCianni III, Mayor of the City of
Elmhurst, DuPage and Cook Counties,
Illinois

ATTESTED and filed in my office,
this ____ day of _____, 2011.

Patty Spencer, City Clerk of the City of
Elmhurst, DuPage and Cook Counties, Illinois

COUNCIL ACTION SUMMARY

SUBJECT: Resolution to approve and authorize the execution of a professional engineering services agreement with Christopher B. Burke Engineering, Ltd. (hereinafter "Burke Engineering") and RJN Group, Inc. (hereinafter "RJN") in connection with the comprehensive stormwater plan.

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the City Council, the City Attorney prepared an agreement for professional engineering services with Burke Engineering and RJN in connection with the stormwater plan.

AGREEMENT
between
THE CITY OF ELMHURST, ILLINOIS
and
CHRISTOPHER B. BURKE ENGINEERING, LTD.
and
RJN GROUP, INC.
for the furnishing of
PROFESSIONAL ENGINEERING SERVICES
in connection with the development of a
COMPREHENSIVE STORMWATER PLAN

THIS AGREEMENT, made and entered into by and between THE CITY OF ELMHURST, ILLINOIS, hereinafter referred to as the "CITY," and CHRISTOPHER B. BURKE ENGINEERING, LTD. and RJN GROUP, INC., hereinafter collectively referred to as the "ENGINEER," for Professional Engineering Services in the development of a Comprehensive Stormwater Plan for the City, hereinafter referred to as the "PROJECT."

This agreement is hereinafter referred to as the "AGREEMENT." The work associated with the AGREEMENT is as described below as Engineering Services.

In consideration of these premises and of the mutual covenants herein set forth,

A. THE ENGINEER AGREES:

1. The ENGINEER shall perform the professional engineering services for the City as outlined on the Scope of Services consisting of fifteen (15) pages, which is attached hereto as Exhibit "A" and made a part hereof.

Additional services beyond the scope of the Engineering Services above-listed, requested in writing by the CITY, shall be performed by the ENGINEER in accordance with the rate schedule attached hereto and made a part hereof as Exhibit "B".

Further, the CITY shall have the right to eliminate any Tasks within the Scope of Services and receive a credit against the guaranteed not to exceed contract amount of Eight Hundred Forty-Three Thousand (\$843,000.00) Dollars

2. The ENGINEER will perform services under this AGREEMENT in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the Chicagoland area.

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

3. That the ENGINEER shall procure and maintain for the duration of its AGREEMENT and for three years thereafter insurance against errors and omissions and claims for injuries to its employees which may arise from or are in conjunction with the performance of the work hereunder by the ENGINEER, its agents, representatives, employees, or subcontractors.

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);
- (2) Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);
- (3) Professional Liability/Malpractice Liability policy; and
- (4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

b. Minimum Limits of Insurance

The ENGINEER shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be \$2,000,000 per project.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.

- (3) Professional Liability: \$2,000,000 single limit for errors and omissions, professional/malpractice liability.
- (4) Worker's Compensation and Employers' Liability: Worker's Compensation limits of \$1,000,000 and as Employers' Liability limits of \$500,000 per accident.
- (5) Umbrella Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum Aggregate shall be no less than \$2,000,000 per person, per aggregate.

c. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officials, employees and volunteers; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

d. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

General Liability and Automobile Liability Coverages

- (a) The CITY, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the ENGINEER; or automobiles owned, lease, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officials, employees, and volunteers.
- (b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the CITY, its officials, agents, employees, and volunteers shall be in excess of the ENGINEER's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officials, agents, employees, and volunteers.
- (d) The ENGINEER's insurance shall contain a severability of interests clause or language stating that the ENGINEER's insurance shall apply separately to each insured against whom

claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.

e. Acceptability of Insurers

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of A VII according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. Verification of Coverage

The ENGINEER shall furnish the CITY with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the CITY before any work commences. The CITY reserves the right to request full certified copies of the insurance policies.

4.
 - a. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the CITY, its officials, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the CITY, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful performance of this work by the ENGINEER, its employees, or subcontractors, or which may in any way result therefor, except that arising out of the negligence or willful act of the CITY, its officials, employees and volunteers. If any judgment shall be rendered against the CITY, its officials, agents, employees and volunteers, in any such action, the ENGINEER shall, at its own expense, satisfy and discharge the same.
 - b. Notwithstanding any other provision of this contract, nothing contained in this contract shall require the ENGINEER to indemnify or hold harmless another person from that person's own negligent acts or omissions.
5. Any insurance policies required by this AGREEMENT, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save

harmless the CITY, its officials, agents, employees and volunteers and herein provided.

6. The ENGINEER represents and warrants to the CITY that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The ENGINEER further represents and warrants to the CITY that the ENGINEER and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The ENGINEER hereby agrees to defend, indemnify and hold harmless the CITY, the Corporate Authorities, and all CITY elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.
7. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the CITY and shall operate within and uphold the ordinances, rules and regulations of the CITY while engaged in services herein described.
8.
 - a. The CITY reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and the ENGINEER and CITY shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.
 - b. No change order which authorizes or necessitates any increase in the contract price that is fifty (50%) percent or more of the original contract price or that authorizes or necessitates any increase in the price of a subcontract under the contract that is fifty (50%) percent or more of the original subcontract price shall be issued, unless the portion of the contract that is covered by the change order is resubmitted for bidding in the same manner for which the original contract was bid. Bidding for the portion of the contract covered by the change order shall be subject to any requirements to employ females and minorities on the project that existed at the bidding for the original contract, together with any later requirements imposed by law.
9. The CITY may, at any time, by written order to the ENGINEER (Suspension of Services Order) require the ENGINEER to stop all, or any part, of the services required by this AGREEMENT. Upon receipt of such an order, the ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The CITY, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension

of Services Order. The ENGINEER will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than sixty (60) days.

10. This AGREEMENT may be terminated by the CITY, upon fifteen (15) days' written notice to the ENGINEER, at its last known post office address. Provided that should this AGREEMENT be terminated by the CITY, the ENGINEER shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the CITY. Within five (5) days after notification and request, the ENGINEER shall deliver to the successor CITY Engineer all property, books and effects of every description in its possession belonging to the CITY and pertaining to the office of CITY Engineer.
11. This AGREEMENT may additionally be terminated by the CITY upon fifteen (15) days' written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:
 1. If the ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if the ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency;
 2. If a petition is filed against the ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
 3. If the ENGINEER makes a general assignment for the benefit of creditors;
 4. If a trustee, receiver, custodian or agent of the ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of the ENGINEER's creditors;
 5. If the ENGINEER admits in writing an inability to pay its debts generally as they become due.

12. Upon termination, the ENGINEER shall deliver to the CITY, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the CITY. In such case, the ENGINEER shall be paid for all services and any expense sustained, less all costs incurred by the CITY to have the services performed which were to have been performed by the ENGINEER.
13. The ENGINEER is qualified technically and is conversant with the policies applicable to the performance of engineering services and that sufficient, properly trained, and experienced personnel will be retained to perform the services enumerated herein.
14. The ENGINEER will maintain all books, documents, papers, accounting records, and other evidence pertaining to its costs incurred and to make such materials available at the ENGINEER's office at all reasonable times during the AGREEMENT period and retain such records for a period of three (3) years from the date of final payment under this AGREEMENT.
15. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure this AGREEMENT, and that he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the CITY shall have the right to annul this AGREEMENT without liability, or, in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.
16. The ENGINEER, during the period commencing upon the execution of this AGREEMENT and concluding one year following the completion of the PROJECT, shall not accept employment from any developer developing land within the CITY or any contractor, subcontractor or material supplier performing work or supplying material to the CITY without the express written consent of the CITY.
17. This AGREEMENT shall be deemed to be exclusive between the CITY and the ENGINEER. This AGREEMENT shall not be assigned by the ENGINEER without first obtaining permission in writing from the CITY.
18. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in performance of this services under this AGREEMENT (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

19. The ENGINEER hereby assigns to the CITY and its successors and assigns all of its right, title, interest and ownership in the Work, including, but not limited to, copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. The ENGINEER grants permission to the CITY to register the copyright and other rights in the Work in the CITY's name. The ENGINEER shall give the CITY or any other person designated by the CITY all assistance reasonably necessary to perfect its rights under this AGREEMENT and to sign such applications, documents, assignment forms and other papers as the CITY requests from time to time to further confirm this assignment. The ENGINEER further grants to the CITY full, complete and exclusive ownership of the Work. The ENGINEER shall not use the Work for the benefit of anyone other than the CITY, without the CITY's prior written permission. Upon completion of the Work or other termination of this AGREEMENT the ENGINEER shall deliver to the CITY all copies of any and all materials relating or pertaining to this AGREEMENT.

20. The drawings, specifications, reports, and any other PROJECT documents prepared by the ENGINEER in connection with any or all of the services furnished hereunder shall be delivered to the CITY for the use of the CITY. The ENGINEER shall have the right to retain originals of all PROJECT documents and drawings for its files. Furthermore, it is understood and agreed that the PROJECT documents such as, but not limited to, reports, calculations, drawings, and specifications prepared for the PROJECT, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this PROJECT. The CITY may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the PROJECT. Any reuse of PROJECT documents, without the express written consent of the ENGINEER, shall be at CITY's sole risk; and the CITY shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others, the ENGINEER is not responsible for accuracy, completeness, nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for PROJECT construction. If additional detail is requested by the CITY to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. The ENGINEER shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the ENGINEER's promotional and professional materials. The ENGINEER's materials shall not include the CITY's confidential and proprietary information.

21. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the CITY except as expressly authorized by the CITY. The ENGINEER shall treat such information at all times as

confidential. The ENGINEER acknowledges that each of the following can contain confidential information of the CITY and that the disclosure of any of the following by the ENGINEER without the CITY's express authorization would be harmful and damaging to the CITY's interests:

- a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases and which are not otherwise known to the public.
- b. All information relating to the Engineering Services being performed by the ENGINEER under this AGREEMENT, regardless of its type or form and which are not otherwise known to the public.
- c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by the ENGINEER under this AGREEMENT which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.
- d. Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER's wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

22. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the CITY's business, services, programs, software or residents, whether prepared by the ENGINEER or anyone else, are the exclusive property of the CITY. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the CITY (as defined above) are the exclusive property of the CITY. The ENGINEER shall immediately return said items to the CITY upon termination of the ENGINEER's engagement or earlier at the CITY's request at any time.
23. In the event of breach of the confidentiality provisions of this AGREEMENT, it shall be conclusively presumed that irreparable injury would result to the CITY and there would be no an adequate remedy at law. The CITY shall be entitled to obtain

temporary and permanent injunctions, without bond and without proving damages, to enforce this AGREEMENT. The CITY is entitled to damages for any breach of the injunction, including, but not limited to, compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this AGREEMENT survive the termination or performance of this AGREEMENT.

24. The ENGINEER will comply all laws, codes, ordinances and regulations which are in effect as of the date of this AGREEMENT.
25. The ENGINEER's opinions of probable PROJECT construction cost provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgment as a design professional familiar with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.

B. THE CITY AGREES:

1. To provide full information regarding requirements for and about the PROJECT, including a program which shall set forth the CITY's objectives, schedule, constraints, criteria, special equipment, systems and site requirements and to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the PROJECT, including auditing services which the CITY may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the CITY.
2. The ENGINEER shall indicate to the CITY the information needed for rendering of the services of this AGREEMENT. The CITY shall provide to the ENGINEER such information as is available to the CITY and the CITY's consultants and contractors, and the ENGINEER shall be entitled to rely upon the accuracy and completeness thereof.
3. For the performance by the ENGINEER of the services set forth above, the CITY shall pay the ENGINEER on the following basis of payment:
 - a. **Amount of Engineer's Fee.** The ENGINEER shall receive as full payment for completing all work as required under this Agreement a guaranteed not to exceed payment of Eight Hundred Forty-Three Thousand (\$843,000.00) Dollars for the engineering services delineated and allocated on Task-by-Task basis as reflected in Exhibit "B" attached hereto. The CITY reserves the right to eliminate any Task that is deemed by the CITY in their sole discretion, to be not required, and the CITY shall receive the appropriate credit against the guaranteed not to exceed payment of Eight Hundred Forty-Three Thousand (\$843,000.00) Dollars.

- b. **Presentations.** Dr. Christopher Burke will make all the presentations. It is understood that the ENGINEER will be utilizing staff engineers to perform calculations and perform required analyses.
- c. **Reimbursable Expenses.** Expenses reasonably and necessarily incurred for blueprints, outside copying charges, messenger, delivery services and consultant's fees shall be paid at the amount charged to the ENGINEER.
- d. **Payment of Engineer's Fee.** The CITY, for and in consideration of the rendering of the engineering services enumerated herein shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:
 - (1) Upon receipt of monthly statements from the ENGINEER and the approval thereof by the CITY, payments for the work performed shall be due and payable to the ENGINEER within thirty (30) days after approval by the CITY.
 - (2) Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

6. This AGREEMENT may be terminated by the ENGINEER, upon fifteen (15) days' written notice to the CITY should the CITY fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the CITY, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the CITY. The ENGINEER shall be paid promptly for all services provided to the date of termination.

7. The ENGINEER and the ENGINEER's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the PROJECT site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

C. IT IS MUTUALLY AGREED:

1. The ENGINEER is an independent contractor in the performance of this AGREEMENT, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the agent of the CITY. Nothing contained in this AGREEMENT shall create a contractual relationship with a cause of action in favor of a third party against either the CITY or ENGINEER.

2. This agreement shall become effective only after an appropriation therefore has been made. The term of this agreement shall be for one year following the effective date of the appropriation.
3. Any dispute between the ENGINEER and the CITY concerning the interpretation of or a breach of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the CITY and the third member appointed by the two other members for disposition, and the committee's decision shall be final.
4. Each party to this AGREEMENT shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the PROJECT. The persons designated shall review and respond promptly to all communications received from the other party.
5. Written notices between the CITY and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:
 - a. If to the CITY:

CITY OF ELMHURST
209 North York Road
Elmhurst, Illinois 60126
Attn: City Manager
 - b. If to the ENGINEER:

CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 West Higgins Road, Suite 600
Rosemont, Illinois 60018-1920
Attn: Christopher B. Burke, Ph. D, P.E., President

RJN GROUP, INC.
200 West Front Street
Wheaton, IL 60187-5111
Attn: Alan J. Hollenbeck, President
 - c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.
6. This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether

written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the CITY and the ENGINEER.

7. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.
8. The waiver of one party of any breach of this AGREEMENT or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT and shall not be construed to be a waiver of any provision, except for the particular instance.
9. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract shall not be affected thereby; and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.
10. This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of this AGREEMENT shall be so brought in the Circuit Court of DuPage County, State of Illinois.

D. CERTIFICATION OF ENGINEER

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
 - a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
 - b. not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
 - c. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
 - d. in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
 - e. in compliance with equal employment opportunities and that during the performance of the AGREEMENT, the ENGINEER shall:

- (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (2) If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights; and the CITY and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance

with the Illinois Human Rights Act and the Department's Rules and Regulations.

- (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise.
 - (8) ENGINEER (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that ENGINEER will retain such certifications in its files.
 - (9) In the event of the ENGINEER's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the ENGINEER may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- f. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
 - g. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the CITY, and this AGREEMENT may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

- h.** in compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:
- (1)** Publishing a statement:
 - (a)** Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER's workplace.
 - (b)** Specifying the actions that will be taken against employees for violations of such prohibition.
 - (c)** Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:
 - (i)** abide by the terms of the statement; and
 - (ii)** notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (2)** Establishing a drug-free awareness program to inform employees about:
 - (a)** the dangers of drug abuse in the workplace;
 - (b)** the ENGINEER's policy of maintaining a drug-free workplace;
 - (c)** any available drug counseling, rehabilitation, and employee assistance program; and
 - (d)** the penalties that may be imposed upon employees for drug violations.
 - (e)** The ENGINEER certifies that the ENGINEER is in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*), is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

- (3) Making it a requirement to give a copy of the statement required by subparagraph D.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.
 - (4) Notifying the CITY within ten (10) days after receiving notice under Subparagraph D.1.h.(1)(c) (ii) from any employee or otherwise receiving actual notice of such conviction.
 - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
 - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- i. not in violation of Chapter 15 of the CITY Code by an officer or employee of the CITY having solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the ENGINEER.
 - j. not in violation of Chapter 15 of the CITY Code by the ENGINEER having given to any officer or employee of the CITY any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer.
 - k. The ENGINEER certifies that the ENGINEER has not had a net loss of one hundred (100) or more employees in Illinois during the prior calendar year caused by relocation of one hundred (100) or more jobs from Illinois to a site located outside of the United States.
 - l. The ENGINEER acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*) documents or records prepared or used in relation to work performed under this AGREEMENT are considered a public record of the CITY; and therefore, the ENGINEER shall review its records and promptly produce to the CITY any records in the

ENGINEER's possession which the CITY requires in order to property respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the ENGINEER shall produce to the CITY such records within three (3) business days of a request for such records from the CITY at no additional cost to the CITY.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed, by their duly authorized officers as of the dates below indicated.

Executed by the CITY, this ____ day of _____, 2011.

CITY OF ELMHURST

ATTEST:

By _____
Peter DiCianni III, Mayor

By _____
Patty Spencer, City Clerk

Executed by the ENGINEER, this ____ day of _____, 2011.

CHRISTOPHER B. BURKE ENGINEERING, LTD.

ATTEST:

By _____
Christopher B. Burke, Ph. D, P.E., President

By _____
Sherry Sporina, Assistant Secretary

Executed by the ENGINEER, this ____ day of _____, 2011.

RJN GROUP, INC.

By _____
Alan J. Hollenbeck, President

ATTEST:

By _____
Valerie Kelley, Secretary

SCOPE OF SERVICES

City of Elmhurst Comprehensive Flooding Plan

SANITARY SEWER SYSTEM TASKS

Task 1 - Reduction of Inflow/Infiltration:

Task 1001- Background Information review

Review the following background information:

- Main Sewer Lining
- Manhole Rehabilitation
- Television Inspection
- Overhead sewer installations/locations
- Private sector sump pump/drain disconnections
- ESO activation history since 2006

Task 1002- Conduct Patterned Interviews of City Staff

Conduct patterned interviews of city staff relative to sanitary sewer maintenance and rehabilitation procedures

Task 1003- Update City of Elmhurst GIS (To be completed by City staff)

Update existing GIS to include:

- Overhead sewer installation locations
- Prior smoke testing and manhole inspections by RJN Group
- Televised unlined sewers
- Point repairs
- Recent power outage history
- Main sewer lining and manhole rehabilitation locations

Task 1004 – Technical Memorandum

Develop Technical Memorandum to include:

- ESO Activation history
- Recommended modifications to the City of Elmhurst sanitary sewer rehabilitation program including manhole, main line and service lateral rehabilitation procedures



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Task 2 - Evaluation of the City's Overhead Sewer Cost-Share Program:

Task 2001- Review records (To be completed by City staff)

Review all records related to the history of the City of Elmhurst overhead sewer program, including relevant ordinances

Task 2002 - Analyze Prior and Proposed Overhead Sewer Locations (To be completed by City staff)

Analyze prior and proposed overhead sewer locations in relation to ESO's, reported sanitary sewer backups, overland flooding, proximity to lift stations and history of power outages with GIS

Task 2003- Compare Ordinances/Programs (To be completed by City staff)

Compare City of Elmhurst overhead sewer program with other local communities with similar programs. Develop summary table with advantages/disadvantages analysis.

Task 2004 - Recommend Changes to the Existing Program

Recommended changes to the existing overhead sewer program- short term and long term

Task 2005 – Technical Memorandum

Develop technical memorandum to include:

- Role of overhead sewer program in system wide Infiltration/Inflow reduction program
- Role of overhead sewer program in system wide basement backup reduction program
- Potential impact of "Clustered" Overhead sewer installations
- Opportunities to utilize "Clean Check" sanitary sewer backup control system as option to overhead sewer installation with emphasis on homeowner responsibility for maintenance
- Recommendations for ordinance changes
- Recommendations for cost sharing changes including all private property infiltration/inflow sources
- Recommendations for 2011 Overhead Sewer Program
- Recommendations for long term Overhead Sewer Program including identification of "At Risk" homes with lowest basement bottom elevations in comparison to sanitary sewer grade lines



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Task 3 - Review of the SCADA System:

Task 3001- Review Existing SCADA System

Review capabilities and performance of existing SCADA system at Sanitary Lift Stations (Saylor & Jackson Lift station already evaluated), Stormwater Pump Stations, and Wastewater Treatment Plant.

Task 3002 - Recommendations for SCADA System Upgrades

Develop recommendations and estimated costs/schedule for SCADA System Upgrades

Task 3003 - Technical Memorandum

Develop Technical Memorandum to include:

- Short term SCADA hardware/software upgrades with cost estimates to improve real-time data availability, completeness and usefulness including radio alarm capabilities and protocol
- Long term hardware/software upgrades with cost estimates for ESO locations including remote automatic ESO overflow operation

Task 4 - Evaluation of the Lift Station Operation:

Task 4001 - Review Operations Records/Site Visits

Conduct site visits of 6 of the Wastewater Lift Stations (Saylor & Jackson Lift station already evaluated, exclude Atrium, Industrial and Route 83) to review lift station operations and verify lift station configuration. Review operation of each lift station during the July, 2010 storm event. Simulate pump and power failure on-site and evaluate backup power, SCADA and alarm system response. Additionally, an evaluation of the Harrison Street and Jackson Street stormwater pumping stations will be performed. This evaluation will investigate standby power at these stations, as well as the benefits of installing VFDs at the Jackson Street Station.

Task 4002 - Summarize Operating Procedures/Station Characteristics/Configuration

Summarize operating procedures, station characteristics and configuration including any recent history of power failures and force main breaks.

Task 4003 - Compare ESO Activation History

Compare ESO activation history with lift station operational procedures.

Task 4004 - Technical Memorandum

Develop Technical Memorandum to include:

- Summary of lift station configuration
- Summary of lift station operation procedures and July, 2010 operational performance



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- Known basement backup locations upstream of lift stations and downstream of lift station forcemain outlets
- Reliability/vulnerability analysis of 6 analyzed Lift stations (Pump, alarm and power reliability, systemic maintenance problems, Etc.)
- Benefits of VFD pumps at certain locations

Task 5 - Recommendations of the Lift Station Operation:

Task 5001 Short Term Lift Station Improvements

Develop Short Term Technical Solutions Memorandum to include:

- Existing pump modifications
- Short term operational modifications as required at all lift stations
- Upsizing of the Saylor & Jackson Lift Station Forcemain
- Upsizing of the Saylor & Jackson pumps
- Analysis of downstream impacts

Task 5002 - Long Term Lift Station Improvements

After completion of the system wide hydraulic modeling including the ESO's, to be conducted in Task 6, develop a Long Term Lift Station Improvements Memorandum to include:

- Relationship between any IEPA or other regulatory driven modifications to the ESO's (including impact of raising overflow weir elevations or complete ESO elimination) and the resultant lift station improvements required to provide design storm protection from basement backups
- Lift Station pump capacity, pump drives, clog protection, standby power and/or wet well improvements including estimated costs
- Lift Station forcemain replacement and or rerouting including estimated costs

Task 6 - Assessment of the Sanitary Sewer System:

Task 6001- Flow Metering

Conduct sanitary sewer gravity flow monitoring at 17 locations for 10 weeks in Spring, 2011. Install, calibrate and maintain flow meters. Analyze dry weather, high groundwater level and storm event response at each meter and at 8 Lift Station Magmeters/Event Recorders. Develop rainfall/inflow correlations and rank all metered basins by unit inflow rates (gpd/linear foot, gpd/acre, percent runoff captured in sanitary sewer)

Task 6002- System Assessments- South and Southwest Elmhurst

The following four basins in Southwest Elmhurst sustained the largest number of reported sanitary sewer backups during the July 2010 storm event: (1) McKinley Avenue/Berkeley Avenue, (2) Jackson Street/Fairfield Avenue, (3) Jackson Street/Saylor Avenue, and (4)



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Butterfield Road/Spring Road. In addition, the following seven basins are immediately upstream of the areas with the high concentration of reported basement backups: (1) Randolph Street/West Avenue, (2) York Street/Seminole Avenue, (3) Eggleston Avenue/Hagans Avenue, (4) Crescent Avenue/Poplar Avenue, (5) Madison Street/Chatham Avenue, (6) Butterfield Road/York Street, and (7) Brush Hill Road/Prospect Avenue.

- Manhole Inspections

Perform surface manhole inspections for a sample of 120 manholes (25% sample) of all of the manholes in the four basins with the largest number of reported sanitary sewer backups. This sample will be selected based on locations with reported backups, and will include manholes in all four basins to pick up different ages of construction. Based on the results of the initial sample of inspections, manhole inspections in the remainder of these four basins and the seven identified upstream basins will be completed during Phase II of the Comprehensive Plan.

- Smoke Testing

Conduct high intensity dual blower smoke testing for a sample of 30,000 linear feet (25% sample) of sanitary sewers located in the four basins with the largest number of reported backups. Smoke testing will be employed to identify indirect storm sewer/sanitary sewer connections, remaining downspout or reconnected downspouts, driveway drains, and area drains. This sample will be selected based on locations with reported backups and include sewers in all four basins to pick up different ages of construction. Smoke testing of the remainder of these four basins and the seven identified upstream basins will be completed during Phase II of the Comprehensive Plan, based on the results of the initial sample inspections.

- Dyed water Flooding

Conduct dyed water flooding at an estimated 5 locations within the four basins that experienced the highest number of reported sanitary sewer backups identified during smoke testing as potential storm sewer/sanitary sewer cross connections. Dyed water flooding for additional portions of these four basins along with the seven tributary basins will be completed during Phase II of the Comprehensive Plan.

- Television Inspection

Coordinate with City staff for their television inspection of 1,250 linear feet of sanitary sewer within the four basins that sustained the highest number of sanitary sewer backups for potential indirect cross connections in conjunction with dye flooding. Television inspections for additional portions of these four basins along with the seven tributary basins will be completed during Phase II of the Comprehensive Plan.

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Task 6003 - Additional Sub Basins System Assessment (To be completed during Phase II of Comprehensive Plan)

Based on existing SCADA data, basement backup and overflow locations and the results of the spring 2011 flow metering program, select an additional 6 basins for sewer system assessment to include:

A selective sampling of these field investigations will be performed to include the following:

- 100 Manhole Inspections
- 50,000 Linear feet of Smoke Testing
- 10 Dyed water Flooding setups

- 5,000 Linear feet of Television Inspection by city staff

Task 6004- Hydraulic Modeling

- Update existing Skeletal model to include all sewers within the four identified Southwest Elmhurst basins from Task 6002
- Field survey rim and invert elevations at 800 locations
- Field survey basement elevations at 200 locations
- Identify large commercial water users and quantify water consumption rates
- Calibrate XPSWMM hydraulic model, including lift stations, with Spring 2011 flow monitoring data
- Conduct flow balancing of Infiltration/Inflow quantified source data from Tasks 6002 and 6003 and known wet weather flow from spring 2011 flow monitoring program
- Conduct hydraulic modeling for the following conditions:

Three design storms or storms of record without future infiltration/inflow reduction
Three design storms or storms of record with future infiltration/inflow reduction
Impact of ESO structure modifications

- Compare the hydraulic grade line elevations determined from the hydraulic model to the locations of homes reporting sanitary sewer backups
- Compare the high water flooding elevations from the July, 2010 storm event with the elevations determined by the XP-SWMM model developed in the stormwater analysis to the grade line elevations determined from the hydraulic model

Task 7 - Wet Weather Flow Reduction Plan and Cost:

Develop a comprehensive plan for improvements to the sanitary sewer system to include:



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Task 7001- Recommendations for Short Term Improvements

Based on results and recommendations from Tasks 4-6, summarize all short term sanitary sewer system improvements. Confirm that the comprehensive plan deliverables will comply with the NPDES Permit Special Condition Number 18 for CMOM Plan update.

Task 7002- Recommendations for Long Term Improvements

Based on results and recommendations from Tasks 4-6, summarize all long term sanitary sewer system improvements. Options for improvements along with priorities and an implementation schedule will include:

- Public sector sanitary sewer rehabilitation
- Private sector backup protection
- Private sector sanitary sewer rehabilitation (lateral sewers)
- Modifications to the existing rear yard storm drain program
- Private sector non-conforming infiltration/inflow source disconnection (driveway drains/foundation drains/sump pumps)
- New relief/parallel sewers
- In-system storage
- Lift station and forcemain improvements

Task 7003- Green Infrastructure Solutions

Evaluate options and costs for implementation of Green Solutions for short term and long term sanitary sewer system improvements. Option to include at a minimum No-Dig rehabilitation on both the public and private sector, rain gardens for absorption of disconnected sump pumps and drains.

Task 7004 - Integration with Storm Water Solutions and Priorities

Integrate all proposed sanitary sewer improvements with the storm water improvements to consolidate improvements within a given neighborhood/basin to a single construction season to align multi-year improvement priorities, and to minimize the impact of transferring flooding from the sanitary sewer system to the storm water system as well as from the storm water system to the sanitary sewer system.

Task 7005- Draft/Final Report

Prepare draft report, incorporate input from City staff, stakeholders and City Council and prepare final report.



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Task 8 - Risk Assessment for Alternatives:

Task 8001- Define Level of Protection and/or Design Storm of Record

Develop options for defining level of protection including storm recurrence interval approach and storm of record approach.

Task 8002- Evaluate Cost-Benefit of Each Proposed Project/Solution

Determine impact of each proposed solution on estimated number of homes protected from sanitary sewer backups under the selected design storm conditions. Rank all proposed alternatives in order of maximum number of homes protected from backups per \$ of improvements.

Task 8003- Develop Multi-year Priority Plan

Based on cost-benefit ranking and local funding availability, develop a multiyear plan for sanitary sewer system improvements. Itemize annual funding by project, and display multiyear plan on GIS.

Task 8004- Investigate Grant and/or Loan Funding

Investigate opportunities for grants and loans through the following programs:

- IEPA revolving fund low interest loan program
- Illinois Green Infrastructure Grant Program

Task 9 - Presentation at City Council Meetings:

Task 9001- Neighborhood Meetings

Engage stakeholders in the project through workshops and status meetings to include:

- Project initiation workshop
- Review of Technical Memorandums for Tasks 1-4
- Review of short term recommendations
- Review of Draft Report

Staff time has been budgeted for four neighborhood meetings; if additional meetings are required, they will be billed on a time and materials basis.

Task 9002 - City Council/Committee of Whole Meetings

Provide status presentations aided by Powerpoint slides and handouts to the City Council/Committee of Whole at the following project milestones:

- Task 1-4 Technical memorandums and short term recommendations
- Draft Comprehensive Plan submittal



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Staff time has been budgeted for two meeting presentations; if additional meeting presentations are required, they will be billed on a time and materials basis.

STORMWATER ANALYSIS

Task 1 – Flood Map:

Task 1001- Review and Organization of Flood Questionnaires (Completed)

CBBEL reviewed the flood questionnaires completed by City residents for the June and July 2010 storm events and organized them based on the following types of flooding: overland flow, sanitary sewer backup, sump pump failure, yard/street flooding, Salt Creek flooding and seepage.

Task 1002 – Entry of Flood Questionnaires into GIS

The flood questionnaires were entered into a GIS database according to the type of flooding, with priority given to the type of flooding and severity/reoccurrence of flooding. CBBEL has prepared color coded aerial exhibits identifying the various responses. These exhibits will be updated to include the areas flooded by Salt Creek. A GIS shapefile of the flood questionnaires will be provided to the City for incorporation into its GIS database.

Task 2 - Computer Modeling of 10 Subbasins:

Task 2001 – Identification of 10 Study Areas

Based on meetings with City staff, ten flood problem areas have been identified. The ten flood problem areas to be analyzed include:

- 1) Pine Street
- 2) Geneva Avenue
- 3) Area bounded by York Street and Salt Creek, between McKinley Avenue and Butterfield Road
- 4) Area bounded by York Street and Salt Creek, between McKinley Avenue and IL Prairie Path
- 5) Larch Avenue
- 6) Seminole Avenue
- 7) York Street at I-290
- 8) Brynhaven Subdivision
- 9) Pick Subdivision
- 10) Butterfield Road Area (Yorkfield)

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Task 2002 – Review of Background Information

CBBEL will obtain and review the background information required to develop the XP-SWMM hydrologic and hydraulic modeling. The background information being gathered and reviewed will include:

- Previous drainage studies completed for the City
- City storm sewer atlas
- As-built plans
- High water marks from the July 23-24, 2010 storm event
- City's GIS database
- City-provided topography

Any deficiencies in the required data will be identified during this task. Any survey information that will be needed to supplement the background information, such as drainage structures and low-entry elevations, will also be identified.

Task 2003 – Field Survey

CBBEL will perform the necessary survey work that is identified in Task 2002. This may include drainage structures, low-entry elevations of buildings, high water marks from recent storms, etc. This information will be used to supplement the City-provided background information in Task 2002.

Task 2004 – Hydrologic Model

Using the City-provided topography and storm sewer atlas, subbasin boundaries will be delineated for each study area. Hydrologic parameters, such as times of concentration and curve numbers, will be calculated based on current land use and the topography provided by the City. This information will be used as inputs to the XP-SWMM model.

Task 2005 – Hydraulic Model

Hydraulic parameters such as storm sewer diameter, length, material, invert elevations, and manhole elevations will be taken from the City's storm sewer atlas. Information from previous drainage studies prepared for the City, design plans for recent storm sewer improvements, and any supplemental survey information will be included in the model as necessary. Overland flow routes and depressional storage areas will be determined from the City-provided topography and included in the XP-SWMM model. Design plans will be utilized to gather information on detention basins and storm lift stations throughout the study areas, and this information will be included in the XP-SWMM model.

Task 2006 – Model Calibration

Using the measured rainfall data for the July 2010 storm event, CBBEL will simulate the event using the XP-SWMM model. A comparison of the results of the XP-SWMM model will be made to the high water elevations observed during the storm event. The XP-SWMM model will be

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calibrated such that the modeled flood elevations are within 0.25 feet of the observed high water marks.

Task 2007 – Design Event Simulations

CBBEL will use the calibrated XP-SWMM model to simulate the 2- through 500-year design storm events and determine the existing level of protection for each of the 10 study areas. The hydraulic grade line for the entire stormwater management system within each study area will be calculated through the XP-SWMM program. For various design storm events, the program hydraulics will report where the surcharging is occurring, what sewers are at capacity, what overland flow routes are being used and how much overland flow is occurring. The existing conditions XP-SWMM model will identify the flooding areas and will be a baseline to compare proposed alternative storm water solutions.

Task 2008 – Determine Existing Level of Protection

Based on the results of the XP-SWMM analysis completed in Task 2006 and the low-entry elevations for the area residences, the existing level of flood protection will be identified for each of the ten study areas.

Task 2009 – Site Visits

Throughout the development of the XP-SWMM computer models, CBBEL staff will visit the various flood study areas to review the existing drainage systems. These site visits will also assist in identifying any additional survey needs.

Task 3 - Alternatives Analysis:

Task 3001 – Development of Concept-level Drainage Improvements

Based on the causes of flooding identified in Task 2, concept-level drainage improvements will be developed for each of the ten study areas. An emphasis will be placed on those drainage improvements that are considered most feasible and/or implement green infrastructure and provide water quality benefits. The proposed improvements may include:

- Upsizing storm sewers
- Creating new overland flow routes
- Removing obstructions in existing overland flow routes
- Excavating detention storage
- Oversizing storm sewers where practical
- Diverting runoff within a subbasin

Task 3002 – Modeling of Flood Reduction Alternatives

Flood reduction alternatives that consist of various combinations of the concept-level drainage improvements will be developed for each study area. The existing conditions XP-SWMM modeling will be updated to include these flood reduction alternatives. Up to three flood reduction alternatives will be developed for each of the ten study areas.



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Task 3003 – Determine Flood Reduction Benefits

Based on the results of the existing and proposed conditions XP-SWMM analyses, the flood reduction benefits will be determined for the different flood reduction alternatives. The number of properties removed from the risk of flooding will also be quantified for each proposed alternative.

Task 4 - Compensatory Storage Requirement:

Task 4001 – Identification of Open Parcels

Using aerial photography and DuPage County two-foot topography, CBBEL will identify potential flood storage sites that can be used to mitigate any increased discharges to Salt Creek for the proposed alternatives developed in Task 3.

Task 4002 – Conceptual Grading Plans

For the potential flood storage sites identified in Task 4001, the DuPage County two-foot topography will be used to develop conceptual grading plans to determine the provided compensatory storage volumes.

Task 4003 – Salt Creek FEQ Modeling

Using the conceptual grading plans developed in Task 4002, the Salt Creek FEQ modeling will be updated to include the proposed drainage improvements. The FEQ modeling will evaluate whether the proposed drainage improvements, in combination with the compensatory storage volume, meet the floodplain permitting requirements of DuPage County. Several iterations between the FEQ modeling and Task 4002 will likely be required to develop permissible drainage improvements.

Task 5 - Risk Assessment for Alternatives:

Task 5001 – Determine Proposed Level of Protection

Based on the results of the proposed conditions XP-SWMM analyses completed in Task 3002 and the low-entry elevations for the area residences, the proposed level of flood protection will be identified for each alternative developed for the ten study areas.

Task 5002 - Cost Estimates

Cost estimates will be prepared based on the drainage improvements included with each proposed alternative developed in Task 3.

Task 5003 – Comparison of Flood Reduction Benefits to Costs

A comparison of the cost estimates developed in Task 5002 will be made to the flood reduction benefits associated with each alternative. To determine the effectiveness of each alternative, CBBEL will relate the cost of the proposed improvements to the increased level of protection and potential flood risk.

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Task 6 - Individual House Flood Proofing:

Task 6001 – Identification of Flood Proofing Candidates

For those study areas that require significant expenditures for flood damage reduction, flood proofing of the structures within these study areas will be evaluated as a potential solution.

Task 6002 – Develop Flood Proofing Options

For the structures identified in Task 6001, the appropriate flood proofing measure(s) will be determined on a case-by-case basis. Some of the flood proofing options that will be considered in this task include:

- Glass block windows
- Raised window wells
- Creation of side or rear yard swales
- Driveway modification

Task 6003 – Cost Estimates

Cost estimates will be developed for the flood proofing measures developed in Task 6002.

Task 6004 – Comparison of Costs

CBBEL will compare the costs of proposed drainage improvements developed in Task 3 to the costs of the flood proofing measures determined in this task. The comparison will assess the cost-effectiveness of individual flood proofing versus the public infrastructure improvements as they relate to the level of flood protection.

Task 7 - Review of Stormwater Requirements/Practices for Single Family Houses:

Task 7001 – Review of City Ordinances

CBBEL will review the City's ordinances with respect to its current stormwater regulations on redevelopments and their potential impacts on stormwater discharges. Specifically, CBBEL will review the following regulations:

- The allowable imperviousness of a proposed redevelopment.
- The requirement of the sump pump and down spout to be directly connected to the storm sewer.
- The allowable depth of basements in redevelopments.

Task 7002 – Analysis of Redeveloped Properties

Using the design plans for the properties, CBBEL will develop TR-20 hydrologic models to analyze up to 15 recently redeveloped properties and their effects on the local hydrology. Pre-existing and existing conditions models will be used to quantify the impacts that the current stormwater regulations have on the local hydrology. Specifically, the following parameters will be used as inputs into the pre- and post-redevelopment hydrologic models:



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- Pre-existing versus as-constructed impervious areas.
- Indirectly versus directly connected impervious areas.

Task 7003 – Analysis of Basement Depth

CBBEL will complete an analysis to determine the relationship between basement depth and its impact on groundwater discharge.

Task 7004 – Stormwater Ordinance Recommendations

Based on the results of Tasks 7002 and 7003, CBBEL will recommend modifications (if any) to the current City stormwater regulations. CBBEL will formulate the necessary ordinance language to implement any recommended revisions to the existing regulations.

Task 8 - Elevation of New Structures:

Task 8001 – Identification of Flood Elevations

For the ten flood study areas, the 100-year flood elevations from the existing conditions XP-SWMM analysis will be exported into a location-based table format.

Task 8002 – Flood Protection Elevation System

CBBEL will create a database that correlates City parcels within the flood study areas to the appropriate flood elevations from the XP-SWMM modeling. A GIS shapefile of the database will also be created for incorporation into the City's GIS database.

Task 8003 – Ordinance Language

The developed flood protection elevation system will be used to establish the first floor elevation of new structures in the flood-prone areas. CBBEL will formulate the required ordinance language to incorporate the system in the City's design standards.

Task 9 – Summary Report/Presentation at City Council Meetings:

Task 9001 - Summary Report

The results of Tasks 1 through 8 will be summarized in a comprehensive report. The report will include tables, graphs, exhibits, and digital copies of all project deliverables.

Task 9002 – Neighborhood Meetings

Four meetings will be held between CBBEL and stakeholders throughout the course of the project. The objectives of the meetings will be to obtain input from the stakeholders and to update them on the progress of the comprehensive plan. If additional neighborhood meetings are required, they will be billed on a time and materials basis.

Task 9003 – Meeting Presentations

CBBEL staff will attend and present our findings at City Council meetings and the Committee of the Whole. CBBEL will prepare exhibit boards depicting the existing flooding problems and the proposed alternatives to reduce the flooding. We will create a Microsoft PowerPoint

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presentation that details our findings and recommendations from the comprehensive plan. We have budgeted CBBEL staff time for two meeting presentations; if additional meeting presentations are required, they will be billed on a time and materials basis.

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Exhibit "B"

Comprehensive Flood Plan

1/20/2011

Level of Effort- Sanitary Sewer System

R/JN Group, Inc.

Task No	Task Description	Hourly Rate	R/JN Group, Inc.								Total Hours	Direct Costs	Total Cost
			PM	SPE	SC	PE	ET	FT	CL	ENGV			
1 Reduction in Infiltration/Inflow													
1001	Background Information Review	2	8	8	16	16	0	2			52		\$5,830
1002	Conduct Patterned Interviews of City Staff	0	8	8	0	2	0	0			18		\$2,440
1003	Update GIS	0	0	0	0	0	0	0			0		\$0
	Develop Technical memorandum- Modifications to City												
1004	Rehab program	4	24	3	16	2	0	2			51		\$7,045
											Subtotal	121	\$15,315
2 Evaluation of Overhead Sewer Program													
2001	Review history of program to date including ordinances	0	0	0	0	0	0	0			0		\$0
2002	Analyze prior and proposed overhead sewer locations with GIS	0	0	0	0	0	0	0			0		\$0
2003	Compare program to other communities	0	0	0	0	0	0	0			0		\$0
2004	Recommend changes to current program- short/long term	8	24	1	8	8	0	2			51		\$7,195
2005	Develop Technical Memorandum	2	24	2	2	8	0	4			42		\$5,570
											Subtotal	93	\$12,765
3 Review of SCADA System													
3001	Review/write visit existing SCADA at Sanitary Lift Stations/WWTP	0	0	18	0	0	0	0			8		\$3,384
	Develop recommendations for SCADA System Upgrades/Public												
3002	Access to Data	0	2	4	0	0	0	0			6		\$1,858
3003	Develop Technical Memorandum	0	2	1	0	0	0	0			4		\$1,137
											Subtotal	7	\$6,379
4 Evaluation of Lift Station Operation													
4001	Review operations records/walk- 6 Stations	4	16	18	8	0	0	0		38	80		\$12,468
4002	Summarize operating procedures/station characteristics/configuration	2	8	1	8	2	0	2		0	23		\$2,955
4003	Compare ESD activation history with station operational procedures	2	8	1	8	4	0	0		0	23		\$3,005
4004	Develop Technical Memorandum	8	16	1	8	2	0	4		4	42		\$5,237
											Subtotal	169	\$24,665
5 Recommendations for Lift Station Operation													
5001	Short Term Improvements	4	16	2	40	8	0	8			78		\$9,090
5002	Long Term Improvements/Relationship to ESO's	8	32	5	80	16	0	16			157		\$18,305
											Subtotal	235	\$27,395
6 Assessment of Sanitary Sewer System													
8001 Flow Metering- Spring 2011													
	Install, calibrate/maintain 17 meters for 10 weeks	12	32	0	64	40	360	16			524	28750	\$71,790
	Analyze data/prioritize Sub basins by IA Retros- 17 Meters, 8 L/S	4	40	0	320	24	0	16			404	2,000	\$47,200
											Subtotal	928	\$118,990
8002 Southwest Elmhurst System Assessment- Basins 20,23,24,26 (25% Sample)													
	Manhole Inspections- 120	0	4	0	8	10	120	6			148	500	\$10,950
	Smoke Testing - 30,000 LF	2	4	0	6	10	182	14			228	1,500	\$17,250
	Dyed water Flooding - 5	0	2	0	2	4	30	2			40	300	\$3,220
	Television Inspection Coordination - 1,250 LF	0	0	0	2	0	14	0			16		\$1,130
											Subtotal	432	\$32,550
6003 Six Additional Sub Basins System Assessments													
	Manhole Inspections	0	0	0	0	0	0	0			0	0	\$0
	Smoke Testing	0	0	0	0	0	0	0			0	0	\$0
	Dyed water Flooding	0	0	0	0	0	0	0			0	0	\$0
	Television Inspection Coordination	0	0	0	0	0	0	0			0	0	\$0
											Subtotal	0	\$0
6004 Hydraulic Modeling													
	Expand Skeletal Model to Basins 20,23,24,26	2	8	0	16	40	0	0			60		\$8,640
	Selective Manhole Rm/Invert Survey- 300 Manholes	2	4	0	12	18	320	0			354	4,000	\$28,440
	Selective basement elevation survey - 200 Homes	2	4	0	8	8	80	0			102	1,000	\$8,760
	Identify and quantify large commercial water users	0	2	2	2	2	0	0			8		\$950
	Inspect all ESO's - ingoing/outgoing/water elevations- 11	0	0	0	0	0	0	0			0	0	\$0
	Calibrate XPSWMM model with 2011 flow meter data	2	16	0	160	16	0	0			194		\$21,840
	Flow Balancing	4	8	0	40	8	0	0			60		\$7,120
	Hydraulic Modeling	8	24	0	120	32	0	0			184		\$21,200
	Compare grade lines	2	4	0	32	8	0	0			46		\$5,200
	Compare high water elevations	2	4	0	32	8	0	0			46		\$5,200
											Subtotal	1080	\$109,350
7 Wet Weather Flow Reduction Plan and Cost													
7001	Recommendations for Short Term Improvements with cost estimates	4	8	3	32	0	0	0			47		\$5,975
7002	Recommendations for Long Term Improvements with cost estimates	8	16	3	40	0	0	0			67		\$8,935
7003	Green Infrastructure Solutions	2	4	4	16	0	0	0			26		\$3,300
7004	Integration of solutions with Stormwater solutions and priorities	4	18	5	40	8	0	0			73		\$9,025
7005	Draft /Final Report	24	40	8	80	24	0	16			192	2,000	\$25,600
											Subtotal	405	\$53,035
8 Risk Assessment of Alternatives													
8001	Define level of protection- design storm/storm of record	4	16	0	24	4	0	0			48		\$6,320
8002	Evaluate cost-benefit of each proposed project/solution	4	16	0	32	4	0	0			56		\$7,200
8003	Develop multi-year priority plan	4	8	1	32	4	0	0			49		\$6,045
8004	Investigate grant and/or loan funding	8	24	0	0	4	0	4			40		\$5,980
											Subtotal	193	\$25,545
9 Presentation at City Council Meetings													
9001	Storm Water Task Force- 4 Meetings	32	32	16	8	8	0	4			100		\$15,260
9002	City Council/Committee of the Whole - 2 Meetings	16	16	8	8	8	0	4			60		\$8,500
											Subtotal	160	\$23,760
Subtotal			198	540	119	1336	358	1116	122	58	3639	41050	\$445,749

Direct Expenses

- Meegee- Field Survey Vehicle - Tasks 8001,6002,8003,6004
- Printing - Task 7005
- Smoke Bomb/Dye- Tasks 8002,6003
- Flow Meter Rental- Task 8001
- Service Lateral Television Inspection- ?????

- PM Project Manager
- SPE Senior Project Engineer
- SC Special Consultant
- PE Project Engineer
- ET Engineering Technician
- FT Field Technician
- CL Clerical
- ENGV Engineer V (CBBEL)

City of Elmhurst
Comprehensive Flood Plan
Level of Effort - Stormwater Management Analysis

1/29/2010

Task No.	Task Description	Hourly Rate*	CBBEL										Total Hours	Total Cost
			240 PR	210 ENGV I	173 ENGV	138 ENGV	125 ENGV III	102 ENGV II	125 CAD	127 SVY III	132 SVY IV			
1 Flood Map														
1001	Review and Organization of Flood Questionnaires	0	0	0	0	0	0	0	0	0	0	0	0	\$0
1002	Entry of Flood Questionnaires into GIS	0	0	0	0	4	0	0	0	0	0	0	4	\$500
													Subtotal	\$500
2 Computer Modeling of 10 Subbasins														
2001	Identification of 10 Study Areas	0	0	0	0	0	0	0	0	0	0	0	0	\$0
2002	Review of Background Information	0	8	0	8	32	0	0	0	0	0	0	48	\$6,784
2003	Field Survey	0	0	0	0	0	0	0	0	120	120	0	240	\$31,080
2004	Hydrologic Model	8	8	14	32	120	240	0	0	0	0	0	422	\$49,918
2005	Hydraulic Model	8	8	14	32	180	270	0	0	0	0	0	512	\$60,418
2006	Model Calibration	0	2	2	8	40	32	0	0	0	0	0	84	\$10,134
2007	Design Event Simulations	0	2	2	8	40	40	0	0	0	0	0	92	\$10,950
2008	Determine Existing Level of Protection	0	2	2	4	40	0	0	0	0	0	0	48	\$0,318
2009	Site Visits	0	0	0	40	40	0	0	0	0	0	0	80	\$10,920
													Subtotal	1526 \$185,182
3 Alternatives Analysis														
3001	Development of Conceptual Drainage Improvements	4	8	0	8	40	0	40	0	0	0	0	100	\$13,744
3002	Modeling of Flood Reduction Alternatives	2	8	4	20	220	220	0	0	0	0	0	474	\$55,552
3003	Determine Flood Reduction Benefits	2	8	4	8	24	0	0	0	0	0	0	48	\$6,956
													Subtotal	620 \$76,252
4 Compensatory Storage Requirement														
4001	Identification of Open Parcels	0	0	0	0	8	0	0	0	0	0	0	8	\$1,000
4002	Conceptual Grading Plans	0	0	0	0	8	48	18	0	0	0	0	72	\$7,895
4003	Salt Creek FEO Modeling	0	0	24	0	60	0	0	0	0	0	0	104	\$14,152
													Subtotal	184 \$23,048
5 Risk Assessment for Alternatives														
5001	Determine Proposed Level of Protection	0	2	8	0	20	0	0	0	0	0	0	22	\$2,920
5002	Cost Estimates	0	2	0	4	20	40	0	0	0	0	0	68	\$7,552
5003	Comparison of Flood Reduction Benefits to Costs	4	2	0	2	10	0	0	0	0	0	0	18	\$2,905
													Subtotal	106 \$13,378
6 Individual House Flood Proofing														
6001	Identification of Flood Proofing Candidates	0	0	0	2	8	0	0	0	0	0	0	10	\$1,276
6002	Develop Flood Proofing Options	0	8	0	8	18	0	0	0	0	0	0	32	\$4,784
6003	Cost Estimates	0	0	0	2	24	0	0	0	0	0	0	26	\$3,276
6004	Comparison of Costs	2	0	0	2	8	0	0	0	0	0	0	12	\$1,755
													Subtotal	60 \$11,092
7 Review of Stormwater Requirements/Practices for Single Family Houses														
7001	Review of City Ordinances	2	2	4	0	16	0	0	0	0	0	0	24	\$3,592
7002	Analysis of Redeveloped Properties	0	2	4	0	8	60	0	0	0	0	0	74	\$8,232
7003	Analysis of Basement Damp	0	2	4	0	15	0	0	0	0	0	0	21	\$2,687
7004	Stormwater Ordinance Recommendations	4	2	2	0	16	0	0	0	0	0	0	24	\$3,720
													Subtotal	143 \$18,537
8 Elevation of New Structures														
8001	Identification of Flood Elevations	2	8	0	0	8	8	0	0	0	0	0	16	\$2,296
8002	Flood Protection Elevation System	2	2	0	0	8	4	0	0	0	0	0	16	\$2,208
8003	Ordinance Language	4	2	4	0	8	0	0	0	0	0	0	16	\$3,072
													Subtotal	52 \$7,676
9 Presentation at City Council Meetings														
9001	Summary Report	8	8	8	8	72	0	30	0	0	0	0	137	\$19,213
9002	Meetings with Stormwater Task Force	40	40	24	0	40	0	0	0	0	0	0	144	\$27,152
9003	Meeting Presentations	16	16	16	0	16	0	16	0	0	0	0	60	\$7,968
													Subtotal	361 \$60,333
													Subtotal	108 144 132 196 1192 962 102 120 120 3076 \$396,998

Direct Expenses
 Mileage
 Outskite Copies
 Blueprints
 Messenger
 Delivery Services

Subtotal Cost = 12%

Total \$396,998

PR Principal
 ENGV I Engineer V I
 ENGV Engineer V
 ENGV II Engineer V II
 ENGV III Engineer III
 ENGV III Engineer III
 CAD CAD Technician
 SVY III Surveyor III
 SVY IV Surveyor IV

*CBBEL hourly rates remained unchanged from the previous contract with the City. The hourly rates have not changed since January 2009.