AGENDA
OF BUSINESS TO BE BROUGHT BEFORE THE MEETING
OF THE CITY COUNCIL OF ELMHURST, ILLINOIS, 209 NORTH YORK
TUESDAY, JULY 5, 2011
7:30 P.M.

1. **Executive Session 7:00 p.m. – Collective Bargaining and Threatened/ Imminent Litigation (Conf. Room #2)**

2. **Call to Order /Pledge of Allegiance/Roll Call**

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, June 20, 2011 (City Clerk Spencer): Approve as published
   b. Minutes of the Executive Session Held on Monday, June 20, 2011 (City Clerk Spencer): Receive and place on file
   c. Minutes of the Executive Session Held on Monday, June 27, 2011 (City Clerk Spencer): Receive and place on file
   d. Accounts Payable – June 30, 2011 Total $ 3,140,604.48
   e. Bid Results, 2011 Concrete Pavement Patching (Clerk Spencer): Refer to the Public Works and Buildings Committee
   f. Income-Generating Recycling Day – Alderman Polomsky (Interim City Manager Kopp): Refer to the Public Works and Buildings Committee
   g. South York Businesses and Valet Parking Request (Interim City Manager Kopp): Refer to the Public Affairs and Safety Committee
   h. Report – Radio Control Car Race – Al's Hobby Shop (PA&S)
   i. Report – Museum Coordinator Report (PA&S)
   j. Report – Renewal of Line of Credit Loan Commitment (F,CA&AS)
   k. Report – Emergency Expenditure Authority, Contract Services for June 2011 Storm Clean-up Use of Contingency Account (F,CA&AS)
   l. Report – Proposed Zoning Ordinance Text Amendment –Elmhurst Zoning Ordinance Section 3.10 (DP&Z)
   m. O-28-2011 – An Ordinance to Approve an Easement Agreement By and Between the City of Elmhurst and the Commuter Rail Division of the Regional Transportation Authority (Metra)
   n. O-29-2011 – An Ordinance Authorizing the Purchase of a Replacement Return Activated Sludge Pump for the Elmhurst Wastewater Reclamation Facility
   o. O-30-2011 – An Ordinance Authorizing a Fifth Loan Modification Agreement for the City of Elmhurst, DuPage and Cook Counties, Illinois
   p. MCO-08-2011 – An Ordinance Establishing Wastewater Treatment Rates for Private Well Users
   q. MCO-09-2011 – An Ordinance Approving a Text Amendment to the City of Elmhurst Building Code
   r. ZO-04-2011 – An Ordinance Granting a Wall Sign Variation for the Purpose of Installing Seven (7) Wall Signs on the Property Commonly Known as 538 West St. Charles Road (PIN 06-10-211-026)
   s. R-22-2011 – A Resolution Approving and Authorizing Execution of a First Amended and Restated Declaration of Trust for the Illinois Metropolitan Investment Trust

t. R-23-2011 – A Resolution to Approve and Authorize the Execution of a Construction Engineering Services Agreement By and Between Transystems Corporation and the City of Elmhurst for Phase III of the Spring Road LAPP Improvements
u. R-24-2011 – A Resolution to Approve and Authorize the Execution of a Construction Engineering Services Agreement By and Between Transystems Corporation and the City of Elmhurst for Phase III of the West Avenue LAPP Improvements
v. R-25-2011 – A Resolution Approving a Collective Bargaining Agreement Between the City of Elmhurst and the Elmhurst Professional Firefighters Association, IAFF Local 3541

6. Reports and Recommendations of Appointed and Elected Officials

a. Updates (Mayor DiCianni)

b. Status of June 2011 Storm Clean-up (Interim City Manager Kopp)

7. Ordinances

a. O-31-2011 – An Ordinance Approving and Authorizing the Execution of a Non-Exclusive License Agreement by and Between Al's Hobby Shop, Inc. and the City of Elmhurst, DuPage and Cook Counties, Illinois

8. Other Business

9. Announcements

10. 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, JUNE 20, 2011
209 NORTH YORK STREET
ELMHURST, ILLINOIS

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Copies To All Elected Officials

6/30/11

MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF ELMHURST, ILLINOIS
HELD ON MONDAY, JUNE 20, 2011
209 NORTH YORK STREET
ELMHURST, ILLINOIS

EXECUTIVE SESSION 7:00 P.M. – THREATENED/ IMMINENT LITIGATION

1. Executive session was called to order at 7:04 p.m. by Mayor DiCianni for the purpose of discussing Threatened/ Imminent Litigation.

Present: Paula Pezza, Diane Gutenkauf, Norman Leader, Bob Dunn, Michael J. Bram, Dannee Polomsky, Kevin L. York, Stephen Hipskind, Chris Healy, Jim Kennedy, Steve Morley, Patrick Wagner, Mark A. Mulliner

Absent: Scott Levin

Also in attendance: City Treasurer Dyer, City Attorney Reifsnyder, Interim City Manager Kopp, Police Chief Neubauer

Alderman Gutenkauf moved to convene into executive session for the purpose of discussing Threatened/ Imminent Litigation. Alderman Wagner seconded. Roll call vote:

Ayes: Gutenkauf, Wagner, Mulliner, Pezza, Leader, Dunn, Bram, Polomsky, York, Hipskind, Healy, Kennedy, Morley

Nays: None

13 ayes, 0 nays, 1 absent
Motion duly carried

Alderman Morley moved to adjourn executive session. Alderman Pezza seconded. Voice vote. Motion carried. Executive session adjourned at 7:16 p.m.

CALL TO ORDER/ PLEDGE OF ALLEGIANCE/ROLL CALL Attendance: 42

2. The Regular Meeting of the Elmhurst City Council was called to order by Mayor DiCianni at 7:35 p.m.

Present: Paula Pezza, Diane Gutenkauf, Norman Leader, Bob Dunn, Michael J. Bram, Dannee Polomsky, Kevin L. York, Stephen Hipskind, Chris Healy, Scott Levin, Jim Kennedy, Steve Morley, Patrick Wagner, Mark A. Mulliner

Absent: None

Also in Attendance: City Treasurer Dyer, City Attorney Reifsnyder, Interim City Manager Kopp, Police Chief Neubauer, Public Works Director Hughes, Sgt. McLean, Officer Reiman

KOFK STAR TEACHER AWARD – CINDY KILLIPS

3. Mayor DiCianni invited Kick Off for Kids (KOFK) President Mike LaSpisa and Cindy Killips to the podium to talk about the Star Educator Award. He stated KOFK, a non-for-profit organization decided to honor an outstanding educator each month with a Star Educator Award. This award recognizes the hard work and dedication a teacher gives to make a difference in the lives of Elmhurst children. He stated this months award was presented to Cindy Killips from Jefferson School. She received a paper weight and a $300 gift certificate towards school supplies.

Mayor DiCianni congratulated Ms. Killips on her award and thanked her for her dedication and hard work.

PRESENTATION – ELMHURST TOYOTA GRANT TO POLICE DEPARTMENT (POLICE CHIEF NEUBAUER & KURT SCHIELE)

4. Mayor DiCianni asked Chief Nuebauer and Mr. Kurt Schiele to go to the podium.

Chief Neubauer stated when he learned Toyota offers a $10,000 grant for community needs, the Police Department applied to receive a grant for taser guns. He stated they are $1,000 each and by winning the grant the Police force will increase tasers by 10.

Mr. Schiele presented Chief Neubauer with a check for $10,000. Mr. Schiele stated the Elmhurst

Police Department works very hard to keep us safe in Elmhurst. He stated the City has a great Police force.

Mayor DiCianni thanked Mr. Schiele and his family for locating their Toyota Dealership in Elmhurst and recognized Toyota for their generosity toward Elmhurst.

PEER JURY RECOGNITION – OUTGOING MEMBERS (SGT. MCLEAN)

5. Mayor DiCianni asked Sergeant McLean, Officer Reiman and community volunteer, Mr. Wayne Johnson, to the podium to congratulate the recent 2010/11 high school graduates who have served on the Peer Jury.

Sergeant McLean awarded the jurors with a certificate of appreciation for their service and dedication to the peer jury. Graduating Peer Jurors for 2011 include: Sofie Armengol, Chris Biesboer, Elizabeth Blaszak, Alexandra Hartnett, Dylan Horning, Connor Klein, Brad Kveton, Eric Skawski, Allie Whitcomb and Jennifer Woloszyk.

RECEIPT OF WRITTEN COMMUNICATIONS AND PETITIONS FROM THE PUBLIC

6. Mr. Tom Cruse, 868 Saylor Ave., submitted seven (7) questions to the City Council regarding Mr. Burke, City spending for flood relief and the new hospital's electrical grid.

PUBLIC FORUM

7. Tom Cruse
868 Saylor
Elmhurst, IL 60126

Asked several questions regarding the plans to resolve the flooding issues that will be in the Burke Report.

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

Spoke regarding the 2.5 million dollar Metra Grant the City is to receive and all the stipulations that go along with it.

CONSENT AGENDA

8. The following items on the Consent Agenda were presented:

a. MINUTES OF THE REGULAR MEETING HELD ON MONDAY, JUNE 6, 2011 (City Clerk Spencer): Approve as published

b. MINUTES OF THE EXECUTIVE SESSION HELD ON MONDAY, JUNE 6, 2011 (City Clerk Spencer): Receive and place on file

c. ACCOUNTS PAYABLE – JUNE 20, 2011 TOTAL $ 1,683,031.86

d. OAK STREET STOP SIGNS REVIEW (Interim City Manager Kopp): Refer to the Public Affairs and Safety Committee

June 16, 2011

To: Mayor DiCianni and Members of the City Council
Re: Oak Street Stop Signs Review

It is respectfully requested that the attached request from Aldermen Gutenkauf and Pezza regarding the installation of stop signs at the intersection of Oak and First Streets be referred to the Public Affairs and Safety Committee for evaluation and recommendation back to the City Council.

Respectfully submitted,
/s/ Michael D. Kopp
Interim City Manager

e. CENTRAL BUSINESS DISTRICT OFFICE REDEVELOPMENT GRANT PROGRAM (Interim City Manager Kopp): Refer to Development, Planning and Zoning Committee

June 16, 2011

To: Mayor DiCianni and Members of the City Council
Re: Central Business District Office Redevelopment Grant Program

It is respectfully requested that the attached request from Alderman York regarding the implementation of a program similar to the current Central Business District Development Grant Program that specifically addresses the redevelopment of existing office space be referred to the Development, Planning and Zoning Committee for evaluation and recommendation back to the City Council.

Respectfully submitted,
/s/ Michael D. Kopp
Interim City Manager

f. REPORT – WEST AVENUE LAPP IMPROVEMENTS CONSTRUCTION ENGINEERING SERVICES The following report of the Public Works and Buildings Committee was presented for passage:

June 13, 2011

TO: Mayor DiCianni and Members of the City Council
RE: West Avenue LAPP Improvements Construction Engineering Services

The Public Works and Building Committee met on Monday, June 13, 2011 to discuss a proposal received from TranSystems Corporation for professional engineering services for construction of a Local Agency Pavement Preservation (LAPP) project along West Avenue from First Street to Lake Street.

The improvements include removal and replacement of deteriorated sections of curb and gutter, pavement and sidewalks. The final pavement construction will include a three inch (3") grind of the existing concrete and a 3" overlay with asphalt.

TranSystems assisted the City in the preparation of Federal Surface Transportation Program (STP) funding application. This project received $668,500 in Federal STP funding for construction through the DuPage Mayors and Managers Conference (DMMC). The construction cost estimate for the total project cost is $955,000. Engineering is not eligible for STP funding.

TranSystems assisted the City in the preparation of Phase I preliminary engineering and Phase II design engineering in accordance with Illinois Department of Transportation requirements for LAPP projects. The Phase III construction engineering services include construction observation, inspection assistance, construction layout, project coordination, materials testing, final construction documents and as-built drawings in accordance with Federal STP funding requirements. This project will be bid through the Illinois Department of Transportation on June 17, 2011. Construction is anticipated to begin in the Fall of 2011.

TranSystems has proposed to do this work on a cost plus fixed fee basis with a total cost not to exceed $104,229.40. The consultant fees and services are included in the IDOT Local Agency/Consultant, Construction Engineering Services Agreement for Federal Participation attached. These rates are consistent with fees for professional services on similar projects. TranSystems has completed similar work for the City in the past on numerous City projects in a satisfactory and professional manner. Monies for this project have been provided in the FY 2011/12 Budget, Account Number 110-6041-432-80-15 in the amount of $135,000.

It is, therefore, the recommendation of the Public Works and Building Committee that the Phase III Construction Engineering Services Proposal from TranSystems Corporation for the West Avenue LAPP Improvements in the amount not to exceed $104,229.40, be accepted, and that 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/ Bob Dunn
Vice-Chairman
/s/ Chris Healy
/s/ Diane Gutenkauf

g. REPORT – SPRING ROAD LAPP IMPROVEMENTS CONSTRUCTION ENGINEERING SERVICES The following report of the Public Works and Buildings Committee was presented for passage:

June 13, 2011

TO: Mayor DiCianni and Members of the City Council
RE: Spring Road LAPP Improvements Construction Engineering Services

The Public Works and Building Committee met on Monday, June 13, 2011 to discuss a proposal received from TranSystems Corporation for professional engineering services for construction of a Local Agency Pavement Preservation (LAPP) project along Spring Road from Vallette Street to Harrison Street.

The improvements include removal and replacement of deteriorated sections of curb and gutter, pavement and sidewalks. The final pavement construction will include a three inch (3") grind of the existing pavement and a 3" overlay with asphalt.

TranSystems assisted the City in the preparation of Federal Surface Transportation Program (STP) funding application. This project received $469,000 in Federal STP funding for construction through the DuPage Mayors and Managers Conference (DMMC). The construction estimate for the total project cost is $670,000. Engineering is not eligible for STP funding.

TranSystems assisted the City in the preparation of Phase I preliminary engineering and Phase II design engineering in accordance with Illinois Department of Transportation requirements for LAPP projects. The Phase III construction engineering services include construction observation, inspection assistance, construction layout, project coordination, materials testing, final construction documents and as-built drawings in accordance with Federal STP funding requirements. This project will be bid through the Illinois Department of Transportation on June 17, 2011. Construction is anticipated to begin in the Fall of 2011.

TranSystems has proposed to do this work on a cost plus fixed fee basis with a total cost not to exceed $81,483.52. The consultant fees and services are included in the IDOT Local Agency/Consultant, Construction Engineering Services Agreement for Federal Participation attached. These rates are consistent with fees for professional services on similar projects. TranSystems has completed similar work for the City in the past on numerous City projects in a satisfactory and professional manner. Monies for this project have been provided in the FY 2011/12 Budget, Account Number 110-6041-432-80-15 in the amount of $100,000.

It is, therefore, the recommendation of the Public Works and Building Committee that the Phase III Construction Engineering Services Proposal from TranSystems Corporation for the Spring Road LAPP Improvements in the amount not to exceed $81,483.52, be accepted, and that 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/ Bob Dunn
Vice-Chairman
/s/ Chris Healy
/s/ Diane Gutenkauf

h. REPORT – METRA GRANT – PARKING DECK AT LARCH AND FIRST The following report of the Public Works and Buildings Committee was presented for passage:

June 13, 2011

To: Mayor DiCianni and Members of the City Council
Re: Metra Grant – Parking Deck at Larch and First

The Public Works and Buildings Committee met on Monday, June 13, 2011 to review the terms of the agreement between the City of Elmhurst and Metra associated with the Metra grant for the construction project.

The City of Elmhurst and Metra have been in a conversation for several years relative to Metra support for the parking structure and, thereby, to provide for additional parking for Metra's customers at the Elmhurst station. The City of Elmhurst and Metra have processed similar agreements to support grants for the Schiller Street deck and the Adelaide deck. The proposed grant documents for the Larch and First Street deck are comparable. The terms provide that the City will maintain the parking structure providing for all day parking on a first come, first served basis for a 40 year time frame and the number of spaces are identified in the document as 125 in the parking deck.

In addition, Metra has asked for first come, first served and all day parking capabilities for the parking spaces recently constructed by the City in collaboration with the Union Pacific Railroad at three locations along First Street as shown on the grant exhibit. At Elmhurst's request and with Elmhurst documentation, Metra has revised their previous rule of thumb for parking spaces per dollars at a space per $10,000 to a space for $15,000 as a result of Elmhurst's documented expenses. The terms of the lease document have been reviewed and judged reasonable and appropriate and do not adversely affect any of Elmhurst's intentions for use of these spaces going forward.

It is therefore the recommendation of the Public Works and Buildings Committee that the City Council authorize the City Attorney to prepare the proper documents for formal approval of the grant/lease document for the $2.5 million Metra grant to be received by the City of Elmhurst as a result of the Larch and First Street parking deck project.

Respectfully submitted,
Public Works and Building Committee

/s/ Jim Kennedy
Chairman
/s/ Bob Dunn
Vice-Chairman
/s/ Chris Healy
/s/ Diane Gutenkauf

i. REPORT – RETURN ACTIVATED SLUDGE PUMP PURCHASE The following report of the Public Works and Buildings Committee was presented for passage:

June 13, 2011

TO: Mayor DiCianni and Members of the City Council
RE: Return Activated Sludge Pump Purchase

The Public Works and Buildings Committee met on Monday, June 13, 2011 to discuss the purchase of a replacement return activated sludge (RAS) pump which is an important part of the liquid/solid separation process at the Elmhurst Wastewater Reclamation Facility. WEMCO immersible pumps have a proprietary screw impeller enabling this pump to move thick, viscous liquid with minimal fouling. This purchase is a single source replacement pump.

The WEMCO Model F10K-HD Hidrostal Pump is a cast iron 10 inch pump with a ductile iron impeller and a two speed FE4A7 immersible Hidrostal motor. Delivery is estimated at twenty (20) weeks. This pump is the exact replacement of our existing return activated sludge pump which had been in service since 1990. The price of the new pump is $32,556.

Lai, Ltd. is the manufacturer's representative for WEMCO and has previously supplied pumps and other equipment to the City in a timely and satisfactory manner.

Funds in the amount of $40,000 have been provided in the 2011/2012 budget, Municipal Utility Fund, for the purchase of the RAS pump under account number 510-6057-502-50-08.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the price submitted by LAI, Ltd. totaling the amount of $ 32,556.00, be accepted and that the City Attorney be directed to prepare the appropriate resolutions.

Respectfully submitted,
Public Works and Building Committee

/s/ Jim Kennedy
Chairman
/s/ Bob Dunn
Vice-Chairman
/s/ Chris Healy
/s/ Diane Gutenkauf

j. REPORT – SEWERAGE TREATMENT RATES FOR PRIVATE WELL USERS The following report of the Finance, Council Affairs and Administrative Services Committee was presented for passage:

June 14, 2011

To: Mayor DiCianni and Members of the City Council
Re: Sewerage Treatment Rates for Private Well Users

The Finance, Council Affairs and Administrative Services Committee met June 13, 2011, to review a proposed sewerage treatment rate adjustment to those customers served by private water wells.

Currently, the City provides sewerage collection and treatment services for 21 customers who have private wells. Since the City lacks a metering device for water service to these customers, sewerage treatment charges are based on approximate citywide averages. Basically, the proposed fee for private well users has been adjusted in the same proportion as the City's water and sewerage treatment customers. The bi-monthly proposed and existing rates are indicated below:

	Proposed Rate	Current Rate
Residential*	$ 80.86	$ 74.87
Commercial*	$ 80.86	$ 74.87

* Federal EPA requirements mandate that rates be identical unless separate treatment is provided for industrial wastes.

The Committee has reviewed the proposed rate structure and believes it to be reasonable and appropriate.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council direct the City Attorney to prepare an amendment to the Municipal Code of Ordinances to establish a bi-monthly service charge for sewerage treatment of $80.86 for customers with private water wells.

Respectfully submitted,
Finance, Council Affairs and
Administrative Services Committee
/s/ Stephen Hipskind
Chairman
/s/ Kevin York
Vice-Chairman
/s/ Mark Mulliner
/s/ Scott Levin

k. REPORT – ILLINOIS METROPOLITAN INVESTMENT FUND The following report of the Finance, Council Affairs and Administrative Services Committee was presented for passage:

June 14, 2011

To: Mayor DiCianni and Members of the City Council
Re: Illinois Metropolitan Investment Fund

The Finance, Council Affairs and Administrative Services Committee met June 13, 2011, to consider participation in the Illinois Metropolitan Investment Fund (IMET).

IMET is a local government investment pool that was created in 1996 by five Chicago metro councils of government (DuPage Mayors and Managers Conference, Northwest Municipal Conference, South Suburban Mayors and Managers Association, West Central Municipal Conference and Will County Governmental League). IMET currently services more than 215

municipalities and public agencies, and it is governed by an eight member Board of Trustees consisting of finance directors and city/village managers.

IMET offers two separate investment vehicles to address the investment needs of public funds, the 1-3 Year Fund and the Convenience Fund. The 1-3 Year Fund, which invests exclusively in U.S. government-backed securities, has a fluctuating net asset value and an average maturity of one-to-three years, and is designed for investments of longer than one year. Due to the fluctuating net asset value and the potential risk to principal, staff does not recommend participating in the 1-3 Year Fund.

The IMET Convenience Fund is a fully collateralized, short-term money market instrument for the investment of funds for cash management and liquidity purposes. The Convenience Fund provides a guaranteed minimum rate of return to its members that is negotiated each year. The rate is negotiated with JP Morgan Asset Management, and the current minimum guaranteed rate, which is effective to December 31, 2012, is the Federal Funds Rate. The Fed Funds Rate is currently .25%, and the Convenience Fund is now at .31% due to the returns on the investments in that fund. The Convenience Fund portfolio is comprised of FDIC insured Certificates of Deposit and other liquid deposits which are collateralized at 110%.

The City of Elmhurst currently participates in the Illinois Funds for short term investments, for liquidity, security and flexibility. The Illinois Funds current rate is about .04%. Staff recommends participation in the IMET Convenience Fund which provides liquidity, flexibility, security and a higher rate of return than other short term investment options. The Finance Committee concurs with staff recommendation.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council direct the City Attorney to prepare documents for City of Elmhurst participation in the Convenience Fund of the Illinois Metropolitan Investment Fund.

Respectfully submitted,
Finance, Council Affairs and
Administrative Services Committee
/s/ Stephen Hipskind
Chairman
/s/ Kevin York
Vice-Chairman
/s/ Mark Mulliner
/s/ Scott Levin

REPORT – CASE NUMBER 11ZBA-05 / 538 W. ST CHARLES WALL SIGN VARIATIONS The following report of the Development, Planning and Zoning Committee was presented for passage:

June 14, 2011

To: Mayor DiCianni and Members of City Council
Re: Case Number 11ZBA-05 / 538 W. St Charles Wall Sign Variations
Request for Variations to wall sign size for the purpose of installing seven (7) wall signs on property commonly known as 538 W. St Charles Road (PIN# 06-10-211-026), said property being wholly located in the C2 Community Shopping and Service District.

The Development, Planning and Zoning Committee met on June 13, 2011 to review the Zoning & Planning Commission report dated May 11, 2011 unanimously recommending approval of the subject request. The Committee also reviewed the complete packet of documents and information submitted by the applicant, and the transcripts of the public hearings.

The Committee discussed the request for larger wall signs noting that in the C2 Commercial District, individual wall signs are limited to a maximum area of 25 square feet. The subject site is on the south side of St Charles Road near the intersection of Route 83. Directly across St Charles Road to the north is the Elmhurst Crossing Shopping Center, which is zoned in the same C2 Commercial District. Numerous wall signs in the Elmhurst Crossing Shopping Center exceed 25 square feet, the result of a Development Agreement which allowed the larger signs due to the locations of the building on the site and their distance from St Charles Road and Route 83.

This specific request is for seven (7) wall signs ranging in size from 33.4 square feet to 110 square feet. The overall signage allowed on the lot is 465 square feet; the Applicant is requesting a total of

459.48 square feet, 411.48 square feet of which are wall signs (the remainder of 48 square feet is the previously approved monument sign). The Committee discussed the fact that the shopping center would otherwise be allowed up to sixteen (16) individual 25 square foot wall signs.

The Committee unanimously agreed that the Applicant's request is a reasonable application of signage on the building which will provide the business tenants adequate visibility and identification from St Charles Road and Route 83.

Upon conclusion of discussion, the Committee concurred with the Zoning & Planning Commission's recommendation that sufficient evidence was presented to warrant the requested wall sign variations. It is, therefore, the recommendation of the Development, Planning and Zoning Committee to support the recommendation of the Zoning & Planning Commission for approval of these requests. The City Attorney is hereby directed to prepare the necessary documents for City Council approval.

Respectfully submitted,
Development, Planning and Zoning Committee
/s/ Steven Morley
Chairman
/s/ Dannee Polomsky
Vice-Chairman
/s/ Norman Leader

m. REPORT – PROPOSED AMENDMENT TO SECTION 49.3403.1(C)(1) OF CITY OF ELMHURST'S BUILDING CODE The following report of the Development, Planning and Zoning Committee was presented for passage:

June 14, 2011

TO: Mayor DiCianni and Members of the City Council
RE: Proposed Amendment to Section 49.3403.1(c)(1) of City of Elmhurst's Building Code

The Development, Planning and Zoning Committee met on June 13, 2011 to discuss this request. Interim City Manager / Fire Chief Mr. Michael Kopp briefed the Committee on the proposed amendment to Section 49.3403.1(c)(1) of City of Elmhurst's Building Code. Mr. Kopp stated that in the 1990's, the City of Elmhurst adopted this provision which requires that:

"Automatic fire suppression systems shall be installed in all areas of all buildings constructed, altered or at the time any addition is made thereto, except as follows:
1. In one and two family dwellings and townhomes"

Mr. Kopp further stated that the City of Elmhurst has consistently applied the "dwelling" exception provision to detached dwellings only. Therefore, the City of Elmhurst, as Applicant, is requesting the following modification to this Section 49.3403.1 C (1):

"Automatic fire suppression systems shall be installed in all areas of all buildings constructed, altered or at the time any addition is made thereto, except as follows:
1. In ***detached*** one and two family dwellings and townhomes"

The Committee discussed this issue and agreed that the proposed text amendment will eliminate any interpretation of this provision to the contrary.

Therefore, it is the recommendation of the Development, Planning and Zoning Committee that the request for amendment to Section 49.3403.1 be approved by the City Council. The City Attorney is hereby directed to prepare the necessary documents for City Council approval.

Respectfully submitted,
Development, Planning and Zoning Committee
/s/ Steven Morley
Chairman
/s/ Dannee Polomsky
Vice-Chairman
/s/ Norman Leader

n. O-27-2011 – AN ORDINANCE AUTHORIZING THE SALE BY AUCTION OF PERSONAL PROPERTY OWNED BY THE CITY OF ELMHURST

Ordinance O-27-2011 was presented for passage.

o. MCO-07-2011 – AN ORDINANCE TO AMEND ARTICLE IV ENTITLED, "RAISES AND CHARGES," OF CHAPTER 7 ENTITLED, "WATER AND SEWERS," OF THE MUNICIPAL CODE OF THE CITY OF ELMHURST, ILLINOIS

Ordinance MCO-07-2011 was presented for passage.

p. R-19-2011 – A RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF A AWARD FOR THE REPLACEMENT OF TWO PRE-CAST ROOF SECTIONS OF THE ELMHURST FIRE ACADEMY BURN TOWER LOCATED AT 910 ADDISON AVENUE, ELMHURST, ILLINOIS

Resolution R-19-2011 was presented for passage.

q. R-20-2011 – A RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD FOR THE ADELAIDE/ADELL PARKING STRUCTURE MAINTENANCE REPAIRS

Resolution R-20-2011 was presented for passage.

r. R-21-2011 – A RESOLUTION AUTHORIZING THE ISSUANCE OF NOTICE OF AWARD FOR THE REPLACEMENT OF THE SHINGLE ROOF AT THE CITY OF ELMHURST HISTORICAL MUSEUM EDUCATION CENTER

Resolution R-21-2011 was presented for passage.

Alderman Healy moved to approve the contents of the Consent Agenda. Alderman Dunn seconded. Roll call vote:

Ayes: Healy, Dunn, Bram, Polomsky, York, Hipskind, Levin, Kennedy, Morley, Wagner, Mulliner, Pezza, Gutenkauf, Leader

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 gave an update on Western Access reporting that they still need funding. He stated the Tollway Authority will be manning this process. They are looking for funding of $2.2million. He stated 2,000 jobs could come to Elmhurst.

Mayor DiCianni reported on the 911 Bill that passed in Springfield, stating the Governor will sign it. He gave kudos to Chief Neubauer and all those who lobbied for it.

b. STATUS OF PROGRESS ON STORMWATER COMPREHENSIVE PLAN (Interim City Manager Kopp)

Interim City Manager Kopp reported the Burke team is moving forward. They have the meters in so that they can do some computer modeling on the 10 basins and build a report. He reported the Burke/RJN team will give a report at the July 18, 2011 City Council meeting. After their report, the Task Force will breakout into their study groups for more discussion.

OTHER BUSINESS

10. None.

ANNOUNCEMENTS

11. Alderman Mulliner thanked the Public Works employees for doing a phenomenal job being present at the pump stations, forced main repair and overall maintenance.

Alderman Mulliner reported Sunday, July 19, 2011 was Community Days at the new campus of Elmhurst Hospital. He stated it was a "grand opening" for the community to go on tours before it opens officially on Saturday, June 25, 2011 at 5:00 a.m.

Alderman Mulliner announced repair on the Canadian Railroad tracks will begin in August. The schedule is: Week 1 – St. Charles Rd., Week 2 – Spring Road and then the Vallette Street Crossing.

Alderman Mulliner announced the Police Department received a year long grant from IDOT to perform DUI and seat-belt checks. The latest campaign, which allows for extra patrols and road blocks, is currently taking place and will run through July 4th.

Mayor DiCianni announced the Character Counts Golf Outing will be held at Sugar Creek Golf Course on Saturday, July 30, 2011 at 3:00 p.m. and the ECAF Golf Outing at Riverside Country Club on August1, 2011. He stated for more details, please visit their website.

Mayor DiCianni stated Saturday, June 18, 2011 was the Relay for Life. He stated it was a successful event and the team "Patty's Peeps" represented the City.

ADJOURNMENT

12. Alderman Kennedy moved to adjourn the meeting. Alderman Wagner seconded. Voice vote. Motion carried. Meeting adjourned 8:05 p.m.

Peter P. DiCianni III, Mayor

Patty Spencer, City Clerk

CITY OF ELMHURST

ACCOUNTS PAYABLE SUMMARY SHEET

JUNE 30, 2011

	REGULAR	INTERIM	TOTAL
CHECKS			
GENERAL FUND	$1,174,362.63	24,790.49	$1,199,153.12
CAPITAL IMPROVEMENT FUND	-	894.68	894.68
LIBRARY FUND	23,336.93	-	23,336.93
STORMWATER	50,060.54	-	50,060.54
REDEVELOPMENT	168,770.54	1,450,000.00	1,618,770.54
RT 83 COMMERCIAL DEVELOPMENT	1,425.00	-	1,425.00
MUNICIPAL UTILITY FUND	234,832.96	3,600.00	238,432.96
PARKING REVENUE SYSTEM FUND	6,730.71	1,800.00	8,530.71
	1,659,519.31	1,481,085.17	3,140,604.48

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 JULY 5, 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	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0018234	00	A MOON JUMP FOR U							
7763		003439		01	06/30/2011	110-7060-451.60-98	TENT RENTAL	350.00	
							VENDOR TOTAL *	350.00	
0000009	00	ACE HARDWARE							
276652		003562		01	06/30/2011	110-2008-413.40-98	EXTENSION CORD	15.29	
276581		003353		01	06/30/2011	110-5030-421.50-01	CLEANING SUPPLIES	21.58	
277031		003668		01	06/30/2011	110-6041-432.40-98	BITS	12.59	
276939		003669		01	06/30/2011	110-6041-432.40-98	PAINT THINNER	14.39	
277005		003670		01	06/30/2011	110-6041-432.40-98	SIGN SHOP PARTS	10.13	
276686		003352		01	06/30/2011	110-6046-418.40-98	DRAIN CLEANER	8.99	
276558		003355		01	06/30/2011	110-6046-418.50-01	CONCRETE FASTENERS	12.17	
276611		003356		01	06/30/2011	110-6046-418.50-01	PAPER CUTTER BLADE SHARPE	8.00	
276878		003351		01	06/30/2011	110-7060-451.40-98	BROOM/DUST PAN	28.32	
							VENDOR TOTAL *	131.46	
0011679	00	ACROSSTOWN DOOR SVC INC							
19738		003304		01	06/30/2011	110-6046-418.50-01	DOOR REPAIR	163.00	
19808		003305		01	06/30/2011	110-6046-418.50-01	DOOR REPAIR	389.00	
19901		003306		01	06/30/2011	110-6046-418.50-01	DOOR REPAIR	50.00	
							VENDOR TOTAL *	602.00	
0019127	00	ACS FIREHOUSE SOFTWARE							
672901		003502		01	06/30/2011	110-2008-413.50-23	SOFTWARE MAINT RENEWAL	2,065.00	
							VENDOR TOTAL *	2,065.00	
0014279	00	ADDISON ELECTRIC							
072564		003768		01	06/30/2011	110-6041-432.50-11	CONTROLS REPAIR	545.00	
							VENDOR TOTAL *	545.00	
0008511	00	ADDISON FIRE PROTECTION							
11-016		003499		01	06/30/2011	110-4020-422.60-11	AFFILIATION FEES	50.00	
							VENDOR TOTAL *	50.00	
0008328	00	ADT SECURITY SERVICES, INC							
48759958		003576		01	06/30/2011	110-4020-422.40-41	ANTENNA	1,156.00	
49166129		003440		01	06/30/2011	110-7060-451.30-98	SECURITY SVCS	157.05	
							VENDOR TOTAL *	1,313.05	
0019813	00	ADVANCE AUTO PARTS							
8751117135852		003635		01	06/30/2011	110-4020-422.60-98	LEATHER CREME/CLEANER/	139.87	
							VENDOR TOTAL *	139.87	
0019211	00	ALANIZ LANDSCAPE GRP							
4178		003524		01	06/30/2011	110-6043-434.30-34	LAWN MAINT	5,088.87	
							VENDOR TOTAL *	5,088.87	
0000016	00	ALEXANDER EQPT CO INC							
76668		003636		01	06/30/2011	110-4020-422.50-08	MOTOR OIL	115.06	

BANK: 01

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000016	00	ALEXANDER EQPT CO INC							
76880		003520		01	06/30/2011	110-6047-512.50-16	TRK/PARTS PW52	563.80	
							VENDOR TOTAL *	678.86	
0016508	00	ALL AMERICAN LANDSCAPING LTD							
2152		003432		01	06/30/2011	110-6043-434.30-34	GRASS CUTTING	150.00	
2153		003433		01	06/30/2011	110-6043-434.30-34	GRASS CUTTING	130.00	
2154		003434		01	06/30/2011	110-6043-434.30-34	GRASS CUTTING	130.00	
							VENDOR TOTAL *	410.00	
0013309	00	ALL EQPT SERVICE INC							
54567		003736		01	06/30/2011	110-6047-512.40-53	BRAKE CUTTING TOOL	1,051.51	
							VENDOR TOTAL *	1,051.51	
0017039	00	ALL PLUMBING & SEWER SVCS INC							
7645		003500		01	06/30/2011	110-4020-422.50-01	POWER ROD KITCHEN SINK	157.50	
							VENDOR TOTAL *	157.50	
0013770	00	ALPINE SAP, INC - CAROL STREAM							
5171		003764		01	06/30/2011	510-6050-501.30-52	RPZ TESTING	3,761.25	
5172		003765		01	06/30/2011	510-6050-501.30-52	RPZ TESTING	2,486.25	
							VENDOR TOTAL *	6,247.50	
0005297	00	AMERICAN CHARGE SERVICE							
06/21/2011		003693		01	06/30/2011	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	214.80	
							VENDOR TOTAL *	214.80	
0003298	00	AMERICAN LEGION POST THB 187							
05/30/2011		003783		01	06/30/2011	110-0094-454.60-32	MEMORIAL DAY LUNCH EXPENS	504.50	
							VENDOR TOTAL *	504.50	
0013255	00	ANDERSON ELEVATOR CO							
113385		003314		01	06/30/2011	110-5030-421.30-25	MONTHLY MAINT FEE	110.00	
113385		003311		01	06/30/2011	110-6046-418.50-01	MONTHLY MAINT FEE	110.00	
113385		003313		01	06/30/2011	110-7060-451.50-01	MONTHLY MAINT FEE	160.00	
113385		003312		01	06/30/2011	530-0088-503.30-25	MONTHLY MAINT FEE	330.00	
							VENDOR TOTAL *	710.00	
0007811	00	ANDERSON LANDSCAPE SUPPLY							
V42458		003641		01	06/30/2011	110-6043-434.40-27	MULCH	174.00	
							VENDOR TOTAL *	174.00	
0009245	00	ASSN OF MIDWEST MUSEUMS							
2427		003533		01	06/30/2011	110-7060-451.60-37	MEMBERSHIP	75.00	
							VENDOR TOTAL *	75.00	
0012277	00	AT&T							
63053030075410		003245		01	06/30/2011	110-0086-453.30-75	MONTHLY PHONE	58.27	
63053030075410		003246		01	06/30/2011	110-0094-454.30-75	MONTHLY PHONE	21.83	

BANK: 01

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0012277	00	AT&T							
63078266949097		003231		01	06/30/2011	110-1001-411.30-75	MONTHLY PHONE	23.29	
63053030075410		003232		01	06/30/2011	110-1001-411.30-75	MONTHLY PHONE	1,019.70	
63053030075410		003233		01	06/30/2011	110-2006-413.30-75	MONTHLY PHONE	335.04	
63053030075410		003234		01	06/30/2011	110-2007-413.30-75	MONTHLY PHONE	160.24	
63053030075410		003235		01	06/30/2011	110-2008-413.30-75	MONTHLY PHONE	961.43	
63029919307818		003796		01	06/30/2011	110-2008-413.30-98	MONTHLY PHONE	226.31	
63053030075410		003236		01	06/30/2011	110-3015-414.30-75	MONTHLY PHONE	225.79	
63053030075410		003237		01	06/30/2011	110-4020-422.30-75	MONTHLY PHONE	320.48	
63083200803668		003380		01	06/30/2011	110-4020-422.30-75	MONTHLY PHONE	73.21	
63083200045401		003381		01	06/30/2011	110-4021-425.30-75	MONTHLY PHONE	47.44	
63040705638276		003382		01	06/30/2011	110-4021-425.50-98	MONTHLY PHONE	41.16	
84727365350170		003797		01	06/30/2011	110-4021-425.30-75	MONTHLY PHONE	243.33	
63053030075410		003244		01	06/30/2011	110-4022-423.30-75	MONTHLY PHONE	189.37	
63053030075410		003238		01	06/30/2011	110-4025-424.30-75	MONTHLY PHONE	145.67	
63053033512328		003227		01	06/30/2011	110-5030-421.30-75	MONTHLY PHONE	99.78	
63053050866185		003228		01	06/30/2011	110-5030-421.30-75	MONTHLY PHONE	24.40	
63053030075410		003239		01	06/30/2011	110-5030-421.30-75	MONTHLY PHONE	2,257.90	
70822603942320		003792		01	06/30/2011	110-5030-421.30-75	MONTHLY PHONE	142.74	
63022603952325		003794		01	06/30/2011	110-5030-421.30-75	MONTHLY PHONE	35.97	
63053030075410		003240		01	06/30/2011	110-6040-431.30-75	MONTHLY PHONE	968.71	
70822611450803		003787		01	06/30/2011	110-6040-431.30-75	MONTHLY PHONE	628.84	
63029979019998		003788		01	06/30/2011	110-6040-431.30-75	MONTHLY PHONE	241.26	
63029950643667		003789		01	06/30/2011	110-6040-431.30-75	MONTHLY PHONE	137.61	
63029950633668		003790		01	06/30/2011	110-6040-431.30-75	MONTHLY PHONE	113.81	
70822613280851		003791		01	06/30/2011	110-6040-431.30-75	MONTHLY PHONE	115.78	
630R0605979200		003784		01	06/30/2011	110-6046-418.50-01	MONTHLY PHONE	109.70	
63053030075410		003243		01	06/30/2011	110-7060-451.30-75	MONTHLY PHONE	218.51	
63083313263643		003904		01	06/30/2011	110-7060-451.30-75	MONTHLY PHONE	35.12	
63053030075410		003241		01	06/30/2011	510-6050-501.30-75	MONTHLY PHONE	138.39	
70822611450803		003786		01	06/30/2011	510-6052-501.30-75	MONTHLY PHONE	314.43	
70822611739932		003795		01	06/30/2011	510-6052-501.30-75	MONTHLY PHONE	194.11	
63053030075410		003242		01	06/30/2011	510-6055-502.30-75	MONTHLY PHONE	262.21	
70822611450803		003785		01	06/30/2011	510-6055-502.30-75	MONTHLY PHONE	314.43	
70822603793590		003793		01	06/30/2011	510-6055-502.30-75	MONTHLY PHONE	142.74	
63027939823392		003229		01	06/30/2011	530-0088-503.30-75	MONTHLY PHONE	38.05	
63027936943334		003230		01	06/30/2011	530-0088-503.30-75	MONTHLY PHONE	23.58	
							VENDOR TOTAL *	10,650.63	
0010170	00	ATOMIC TRANSMISSIONS							
89649		003775		01	06/30/2011	110-6047-512.50-02	AUTO/PARTS E-25	1,295.00	
							VENDOR TOTAL *	1,295.00	
0003704	00	AUTO TRUCK GROUP							
1025109		003867		01	06/30/2011	110-6047-512.50-16	PARTS/SUPPLIES	143.00	
							VENDOR TOTAL *	143.00	
0000060	00	BERGHEGER, BRIAN							
07/24-07/27/11		003494		01	06/30/2011	110-7060-451.60-11	EXPENSE REIMBURSEMENT	210.00	

BANK: 01

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000060	00	BERGHEGER, BRIAN							
							VENDOR TOTAL *	210.00	
0000059	00	BERGHEGER, BRIAN-PETTY CASH							
03/24-04/26/11		003696		01	06/30/2011	110-7060-451.30-49	PETTY CASH REIMBURSEMENT	6.86	
03/24-04/26/11		003697		01	06/30/2011	110-7060-451.60-54	PETTY CASH REIMBURSEMENT	28.05	
03/24-04/26/11		003698		01	06/30/2011	110-7060-451.60-65	PETTY CASH REIMBURSEMENT	34.80	
03/24-04/26/11		003699		01	06/30/2011	110-7060-451.40-33	PETTY CASH REIMBURSEMENT	33.98	
03/24-04/26/11		003700		01	06/30/2011	110-7060-451.60-98	PETTY CASH REIMBURSEMENT	34.54	
							VENDOR TOTAL *	138.23	
0013075	00	BERKELEY TRUCKING INC							
35617		003557		01	06/30/2011	510-6052-501.40-57	STONE	855.03	
35621		003558		01	06/30/2011	510-6052-501.30-81	HAULING SVCS	4,375.00	
35622		003677		01	06/30/2011	510-6052-501.40-57	STONE	4,097.82	
							VENDOR TOTAL *	9,327.85	
0007611	00	BLAKE, EDITH							
AT11-13151		003875		01	06/30/2011	110-0000-115.07-02		500.00	
							VENDOR TOTAL *	500.00	
0007850	00	BREWER CO							
530228		003755		01	06/30/2011	110-6041-432.40-52	PAVEMENT STRIPER PARTS	227.35	
							VENDOR TOTAL *	227.35	
0001899	00	BRISTOL HOSE & FITTING MAIN WAREHSE							
00270587		003414		01	06/30/2011	110-6047-512.50-16	TRK/PARTS PW171	41.67	
							VENDOR TOTAL *	41.67	
0007057	00	BROADCAST PRODUCTION SERVICES INC							
06/01-06/15/11		003320		01	06/30/2011	110-0086-453.30-52	CATV PROF SVCS	143.00	
							VENDOR TOTAL *	143.00	
0000084	00	BURGIN, DENNIS							
06/09/2011		003323		01	06/30/2011	110-0086-453.30-52	PROFESSIONAL SVCS	72.00	
							VENDOR TOTAL *	72.00	
0012240	00	BURKE, CHRISTOPHER B ENGRG							
100447		003523		01	06/30/2011	305-6041-432.80-22	PROFESSIONAL SVCS	50,060.54	
100447		003522		01	06/30/2011	510-6056-502.80-13	PROFESSIONAL SVCS	48,694.00	
							VENDOR TOTAL *	98,754.54	
0013662	00	BURRIS EQPT CO							
PS61423		003546		01	06/30/2011	110-6047-512.50-16	PARTS/SUPPLIES	257.58	
PS61156		003547		01	06/30/2011	110-6047-512.50-16	FILTERS	89.77	
							VENDOR TOTAL *	347.35	
0009267	00	C J C AUTO PARTS & TIRES							
742544		003420		01	06/30/2011	110-6047-512.50-16	TRK/PARTS PD-17	144.05	

BANK: 01

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0009267	00	C J C AUTO PARTS & TIRES							
742594		003421		01	06/30/2011	110-6047-512.50-16	TRK/PARTS PW109	6.01	
743321		003422		01	06/30/2011	110-6047-512.50-16	SPARKPLUG	2.08	
744041		003649		01	06/30/2011	110-6047-512.50-16	PARTS/SUPPLIES	426.72	
							VENDOR TOTAL *	578.86	
0018709	00	CALDWELL, PAT - PETTY CASH							
06/09-06/20/11		003779		01	06/30/2011	110-1001-411.60-11	PETTY CASH REIMBURSEMENT	23.00	
06/09-06/20/11		003780		01	06/30/2011	110-3015-414.40-98	PETTY CASH REIMBURSEMENT	6.50	
06/09-06/20/11		003781		01	06/30/2011	110-6043-434.30-34	PETTY CASH REIMBURSEMENT	16.99	
06/09-06/20/11		003782		01	06/30/2011	110-6046-418.40-98	PETTY CASH REIMBURSEMENT	60.00	
							VENDOR TOTAL *	106.49	
0005707	00	CANON BUSINESS SOLUTIONS, INC							
290887		003907		01	06/30/2011	110-3015-414.30-21	MAINTENANCE AGREEMENT	118.43	
290887		003908		01	06/30/2011	110-4020-422.30-21	MAINTENANCE AGREEMENT	118.43	
290887		003910		01	06/30/2011	110-6040-431.30-21	MAINTENANCE AGREEMENT	118.43	
290887		003909		01	06/30/2011	110-7060-451.30-21	MAINTENANCE AGREEMENT	118.43	
							VENDOR TOTAL *	473.72	
0009517	00	CARPET CUSHIONS & SUPPLIES, INC							
S3377492.001		003308		01	06/30/2011	110-6046-418.50-01	STAIR TREAD REPAIR	66.10	
							VENDOR TOTAL *	66.10	
0008716	00	CASE LOTS INC							
032884		003850		01	06/30/2011	110-6041-432.40-98	SUPPLIES	37.43	
032884		003851		01	06/30/2011	110-6043-434.40-98	SUPPLIES	37.42	
032884		003852		01	06/30/2011	110-6044-435.40-98	SUPPLIES	37.42	
032757		003648		01	06/30/2011	110-6046-418.40-24	SUPPLIES	248.25	
032884		003854		01	06/30/2011	110-6047-512.40-24	SUPPLIES	112.28	
032884		003853		01	06/30/2011	510-6052-501.40-98	SUPPLIES	37.42	
032884		003855		01	06/30/2011	510-6057-502.40-24	SUPPLIES	112.28	
							VENDOR TOTAL *	622.50	
0013254	00	CCP INDUSTRIES INC							
IN00695074A		003644		01	06/30/2011	110-5030-421.40-98	SUPPLIES	311.17	
							VENDOR TOTAL *	311.17	
0007069	00	CDW GOVERNMENT INC							
XMW0894		003561		01	06/30/2011	110-2008-413.80-03	3 YEAR WARRANTY/LAPTOPS	2,030.00	
							VENDOR TOTAL *	2,030.00	
0016322	00	CEASAR, ADAM							
06/01-06/15/11		003318		01	06/30/2011	110-0086-453.30-52	CATV PROF SVCS	187.50	
							VENDOR TOTAL *	187.50	
0007611	00	CHEATHAM, JEREMY							
MR Refund		MR		01	06/30/2011	110-0000-115.07-01	CHEATHAM, JEREMY	50.00	
							VENDOR TOTAL *	50.00	
0014200	00	CHICAGO INTL TRUCKS, LLC							

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VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0014200	00	CHICAGO INTL TRUCKS, LLC							
16005206		003423		01	06/30/2011	110-6047-512.50-16	TRK/PARTS PW53	27.33	
16005310		003424		01	06/30/2011	110-6047-512.50-16	TRK/PARTS PW53	18.35	
16004790		003738		01	06/30/2011	110-6047-512.50-16	TRK/PARTS PW90	19.01	
							VENDOR TOTAL *	64.69	
0009098	00	CHICAGO MAGAZINE							
013014700021236003702				01	06/30/2011	110-7060-451.60-51	SUBSCRIPTION	13.95	
							VENDOR TOTAL *	13.95	
0016258	00	CHICAGO METRO FIRE PREVENTION							
192640		003358		01	06/30/2011	210-8070-452.50-01	FIRE ALARM CERTIFICATION	387.00	
192641		003359		01	06/30/2011	210-8070-452.50-01	SPRINKLER SYSTEM CERTIFIC	203.00	
							VENDOR TOTAL *	590.00	
0014402	00	CHICAGO PARTS & SOUND LLC							
399567		003413		01	06/30/2011	110-6047-512.50-16	TRK/PARTS PD-20	367.98	
400557		003541		01	06/30/2011	110-6047-512.40-34	OIL	354.00	
							VENDOR TOTAL *	721.98	
0018956	00	CIRCUIT BREAKER SVC							
2-24551		003841		01	06/30/2011	110-6041-432.50-11	BREAKER REPLACEMENT	685.00	
							VENDOR TOTAL *	685.00	
0018608	00	CITY OF NORTHLAKE							
17		003395		01	06/30/2011	110-6040-431.30-26	ENGINEERING	1,144.89	
							VENDOR TOTAL *	1,144.89	
0000630	00	CLASSIC GRAPHIC INDUSTRIES INC							
67458		003554		01	06/30/2011	110-2006-413.40-33	PAPER SUPPLIES	342.36	
67545		003711		01	06/30/2011	110-2006-413.40-33	PAPER SUPPLIES	123.75	
67544		003706		01	06/30/2011	510-6050-501.40-98	SHIPPING FEES	17.50	
67544		003705		01	06/30/2011	510-6055-502.40-98	SHIPPING FEES	17.50	
							VENDOR TOTAL *	501.11	
0019814	00	CLYDE ARMORY, INC							
1861		003748		01	06/30/2011	110-5030-421.40-98	RIFLE	509.00	
							VENDOR TOTAL *	509.00	
0000112	00	COCA-COLA BOTTLING CO							
0358391315		003397		01	06/30/2011	110-1001-411.60-98	VENDING MACHINE REFILL	109.00	
							VENDOR TOTAL *	109.00	
0000114	00	COM ED							
6983225007		003214		01	06/30/2011	110-4022-423.30-24	MONTHLY ELECTRIC	29.45	
0263168092		003206		01	06/30/2011	110-6044-435.30-24	MONTHLY ELECTRIC	35.62	
8256051035		003207		01	06/30/2011	110-6044-435.30-24	MONTHLY ELECTRIC	17.99	
4248089012		003208		01	06/30/2011	110-6044-435.30-24	MONTHLY ELECTRIC	115.60	
0114017015		003209		01	06/30/2011	110-6044-435.30-24	MONTHLY ELECTRIC	278.93	

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VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000114	00	COM ED							
3000022009		003210		01	06/30/2011	110-6044-435.30-24	MONTHLY ELECTRIC	64.03	
0323144010		003211		01	06/30/2011	110-6044-435.30-24	MONTHLY ELECTRIC	68.72	
1459073058		003212		01	06/30/2011	110-6044-435.30-24	MONTHLY ELECTRIC	86.46	
6563745019		003213		01	06/30/2011	110-6044-435.30-24	MONTHLY ELECTRIC	32.93	
6563744012		003215		01	06/30/2011	110-6044-435.30-24	MONTHLY ELECTRIC	70.68	
6563743015		003216		01	06/30/2011	110-6044-435.30-24	MONTHLY ELECTRIC	45.93	
							VENDOR TOTAL *	846.34	
0014623	00	COMCAST CABLE							
8771200890087150035 01				01	06/30/2011	110-4020-422.60-98	CABLE/INTERNET SVCS	150.81	
8771200890141440038 35				01	06/30/2011	110-4020-422.60-98	INTERNET SVCS	119.90	
8771200890046740038 36				01	06/30/2011	110-4020-422.60-98	CABLE SVCS	100.10	
							VENDOR TOTAL *	370.81	
0000594	00	CONSERV FS, INC							
1463042-IN		003286		01	06/30/2011	110-6043-434.40-09	FERTILIZER	217.50	
							VENDOR TOTAL *	217.50	
0017991	00	COSTCO - SEATTLE							
00011175918365100342 5				01	06/30/2011	110-6040-431.60-37	MEMBERSHIP	50.00	
00011175918365100342 6				01	06/30/2011	510-6055-502.40-98	MEMBERSHIP	50.00	
							VENDOR TOTAL *	100.00	
0006182	00	DELTA SONIC CAR WASH SYSTEMS							
6799790		003259		01	06/30/2011	110-6047-512.50-16	CAR WASHES	279.00	
							VENDOR TOTAL *	279.00	
0014305	00	DEPENDABLE BUSINESS FORMS							
14828		001768		01	06/09/2011	110-0083-443.60-85	FORMS/ENVELOPES	CHECK #: 145813	2,760.29-
14828		001768		01	06/20/2011	110-0083-443.60-85	FORMS/ENVELOPES	CHECK #: 147019	2,760.29
							VENDOR TOTAL *	.00	
0019718	00	DIMENSIONAL DATA INC							
46592		003565		01	06/30/2011	110-2008-413.40-73	CARTRIDGE RIBBON	124.78	
46593		003566		01	06/30/2011	110-2008-413.40-73	CARTRIDGE RIBBON	177.81	
							VENDOR TOTAL *	302.59	
0017351	00	DON-EZ SERVICES, INC							
5060		003430		01	06/30/2011	110-6043-434.30-34	GRASS CUTTING	80.00	
5055		003431		01	06/30/2011	110-6043-434.30-34	GRASS CUTTING	130.00	
							VENDOR TOTAL *	210.00	
0016253	00	DRS FOSTER & SMITH							
XT22496897		003498		01	06/30/2011	110-4020-422.60-98	FISH TANK SUPPLIES	94.71	
							VENDOR TOTAL *	94.71	
0000157	00	DUPAGE ANIMAL HOSPITAL							
208327		003746		01	06/30/2011	110-5030-421.60-01	ANIMAL CONTROL	140.00	

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0000157	00	DUPAGE ANIMAL HOSPITAL							
							VENDOR TOTAL *	140.00	
0000159	00	DUPAGE COUNTY ANIMAL CARE & CONTROL							
297-16908		003747		01	06/30/2011	110-5030-421.60-01	ANIMAL CONTROL	350.00	
							VENDOR TOTAL *	350.00	
0001446	00	DUPAGE COUNTY CHILDRENS CENTER							
EL001		003528		01	06/30/2011	110-5030-421.30-48	ANNUAL CONTRIBUTION	3,500.00	
							VENDOR TOTAL *	3,500.00	
0000161	00	DUPAGE COUNTY RECORDER							
201106080215		003281		01	06/30/2011	110-1001-411.30-54	RECORDING SVCS	71.00	
201106080213		003282		01	06/30/2011	110-1001-411.30-54	RECORDING SVCS	35.00	
201106200219		003709		01	06/30/2011	110-1001-411.30-54	RECORDING SVCS	61.50	
							VENDOR TOTAL *	167.50	
0012179	00	DUPAGE JUVENILE OFFICERS ASSN							
7/01/11-6/30/12		003261		01	06/30/2011	110-5030-421.60-37	MEMBERSHIP	25.00	
							VENDOR TOTAL *	25.00	
0000164	00	DUPAGE MATERIALS CO							
65760MB		003538		01	06/30/2011	110-6041-432.40-02	ASPHALT	261.63	
65787MB		003653		01	06/30/2011	110-6041-432.40-02	ASPHALT	100.47	
65817MB		003654		01	06/30/2011	110-6041-432.40-02	ASPHALT	157.59	
							VENDOR TOTAL *	519.69	
0000165	00	DUPAGE MAYORS & MANAGERS CONFERENCE							
6746		003279		01	06/30/2011	110-1001-411.60-11	WORKSHOP	10.00	
							VENDOR TOTAL *	10.00	
0001066	00	DUPAGE SENIOR CITIZENS COUNCIL							
2011/2012		003344		01	06/30/2011	110-0083-443.60-06	HOME MAINT PROGRAM	9,000.00	
2011/2012		003345		01	06/30/2011	110-0083-443.60-06	HOME DELIVERED MEALS PROG	23,000.00	
							VENDOR TOTAL *	32,000.00	
0000167	00	DUPAGE TOPSOIL INC							
033147		003284		01	06/30/2011	110-6043-434.40-59	TOPSOIL	275.00	
							VENDOR TOTAL *	275.00	
0017385	00	EDEN BROTHERS							
200600930		003366		01	06/30/2011	510-6050-501.30-26	WATER LEAK DETECTION SURV	9,497.50	
							VENDOR TOTAL *	9,497.50	
0009479	00	ELGIN SWEEPING SERVICES, INC							
2653A		003757		01	06/30/2011	110-6041-432.30-98	STREET SWEEPING	1,335.88	
							VENDOR TOTAL *	1,335.88	
0006623	00	ELMHURST ART MUSEUM							

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0006623	00	ELMHURST ART MUSEUM							
2011/2012		003335		01	06/30/2011	110-0094-454.60-32	COMMUNITY GRANT PROGRAM	22,500.00	
							VENDOR TOTAL *	22,500.00	
0010357	00	ELMHURST CHORAL UNION							
2011/2012		003337		01	06/30/2011	110-0094-454.60-32	COMMUNITY GRANT PROGRAM	1,350.00	
							VENDOR TOTAL *	1,350.00	
0001579	00	ELMHURST CITY CENTRE							
2010		003324		01	06/30/2011	110-0000-311.01-52	RE TAX DIST - SSA #6	62,299.64	
2010		003325		01	06/30/2011	110-0000-311.01-53	RE TAX DIST - SSA #7	34,973.73	
2010		003326		01	06/30/2011	310-0089-461.60-61	TIF I CONTRIB TO SSA#6	132,529.54	
2010		003327		01	06/30/2011	310-0089-461.60-61	TIF I CONTRIB TO SSA#7	34,832.25	
							VENDOR TOTAL *	264,635.16	
0014621	00	ELMHURST CLAIMS ACCOUNT - CLAIM SVC							
7504366944		003203		01	06/30/2011	110-4020-422.20-07	SELF INSURED LOSS FUND	162.26	
7504366944		003204		01	06/30/2011	110-5030-421.20-07	SELF INSURED LOSS FUND	3,184.75	
14621		003631		01	06/30/2011	110-5030-421.20-07	SELF INSURED LOSS FUND	5,714.63	
7504366944		003205		01	06/30/2011	110-6040-431.20-07	SELF INSURED LOSS FUND	3,073.28	
14621		003632		01	06/30/2011	110-6040-431.20-07	SELF INSURED LOSS FUND	1,693.58	
							VENDOR TOTAL *	13,828.50	
0016425	00	ELMHURST COLLEGE-PEGGY STANKO							
2011/2012		003339		01	06/30/2011	110-0094-454.60-32	COMMUNITY GRANT PROGRAM	2,500.00	
							VENDOR TOTAL *	2,500.00	
0015836	00	ELMHURST INDEPENDENT - ROCK VALLEY							
822861		003639		01	06/30/2011	110-6040-431.30-54	LEGAL NOTICE	65.25	
822861		003640		01	06/30/2011	510-6050-501.30-54	LEGAL NOTICE	65.25	
							VENDOR TOTAL *	130.50	
0000193	00	ELMHURST POSTMASTER-PERMIT 47							
6/13/11		003346		01	06/14/2011	510-6050-501.30-49	WATER/SEWER MAILING	CHECK #: 146995	1,800.00
6/13/11		003347		01	06/14/2011	510-6055-502.30-49	WATER/SEWER MAILING	CHECK #: 146995	1,800.00
							VENDOR TOTAL *	.00	3,600.00
0001774	00	ELMHURST SYMPHONY ORCHESTRA							
2011/2012		003336		01	06/30/2011	110-0094-454.60-32	COMMUNITY GRANT PROGRAM	22,500.00	
							VENDOR TOTAL *	22,500.00	
0015749	00	EVERGREEN SUPPLY CO							
S100028784.001		003866		01	06/30/2011	110-6044-435.40-06	CABLE	2,515.88	
							VENDOR TOTAL *	2,515.88	
0019704	00	EVT CERTIFICATION COMMISSION							
04/19/2011		000668		01	05/19/2011	110-6040-431.60-11	EVT EXAM	CHECK #: 145046	30.00-
							VENDOR TOTAL *	.00	30.00-
0011437	00	EXELON ENERGY COMPANY							

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0011437	00	EXELON ENERGY COMPANY							
500000600511		003800		01	06/30/2011	110-6041-432.30-24	MONTHLY ELECTRIC	7,790.65	
500000600511		003802		01	06/30/2011	110-6044-435.30-24	MONTHLY ELECTRIC	521.17	
500000600511		003799		01	06/30/2011	510-6051-501.30-24	MONTHLY ELECTRIC	19,666.63	
500000600511		003798		01	06/30/2011	510-6057-502.30-24	MONTHLY ELECTRIC	45,869.95	
500000600521		003803		01	06/30/2011	510-6057-502.30-24	MONTHLY ELECTRIC	505.78	
500000600511		003801		01	06/30/2011	530-0088-503.30-24	MONTHLY ELECTRIC	3,191.03	
							VENDOR TOTAL *	77,545.21	
0017007	00	FACILITY SOLUTIONS GROUP							
2486613-00		003427		01	06/30/2011	110-6044-435.40-98	SUPPLIES	441.95	
2496934-00		003663		01	06/30/2011	110-6046-418.50-01	LAMPS	352.25	
2485081-00		003662		01	06/30/2011	110-6047-512.50-16	PARTS/SUPPLIES	28.15	
2471091-01		003664		01	06/30/2011	110-6047-512.50-16	PARTS/SUPPLIES	40.03	
2485084-00		003665		01	06/30/2011	110-6047-512.50-16	RETURNED MERCHANDISE	42.15-	
							VENDOR TOTAL *	820.23	
0012480	00	FELLER BUSINESS SOLUTIONS							
339758		003280		01	06/30/2011	110-4020-422.40-98	COVERS	90.28	
							VENDOR TOTAL *	90.28	
0014261	00	FERGUSON ENTERPRISES INC							
1608466		003761		01	06/30/2011	510-6057-502.50-01	FAUCET REPLACEMENT	14.88	
							VENDOR TOTAL *	14.88	
0000685	00	FIFTH THIRD BANK							
0900727207-26		003349		01	06/15/2011	310-0089-461.90-85	LINE OF CREDIT PAYMENT	CHECK #: 146998	1,450,000.00
							VENDOR TOTAL *	.00	1,450,000.00
0017274	00	FIFTH THIRD BANK-SAFE DEPOSIT BOX							
0254100391858		003569		01	06/30/2011	110-2008-413.30-52	SAFE DEPOSIT BOX	275.00	
							VENDOR TOTAL *	275.00	
0000648	00	FILTER RENU OF ILLINOIS, INC							
83464		003652		01	06/30/2011	110-6047-512.50-02	FILTER RENEWED	50.51	
							VENDOR TOTAL *	50.51	
0017101	00	FIRE SERVICE, INC							
3701		003734		01	06/30/2011	110-6047-512.50-16	TRK/PARTS SQUAD 1	131.92	
2524		003735		01	06/30/2011	110-6047-512.50-16	TRK/PARTS TRK#2	71.34	
							VENDOR TOTAL *	203.26	
0006869	00	FISHER SCIENTIFIC							
8793202		003842		01	06/30/2011	510-6057-502.40-25	LAB SUPPLIES	91.57	
							VENDOR TOTAL *	91.57	
0019817	00	FLADGATE, LANA							
398MC,20001		003876		01	06/30/2011	110-0000-331.07-00	VEHICLE STICKERS REFUND	27.00	
							VENDOR TOTAL *	27.00	
0005438	00	FLEET SAFETY SUPPLY							

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0005438	00	FLEET SAFETY SUPPLY							
52961		003412		01	06/30/2011	110-6047-512.50-16	BATTERY	25.16	
							VENDOR TOTAL *	25.16	
0003165	00	FLEXIBLE							
2782		003367		01	06/30/2011	110-6041-432.40-52	WANDS	416.60	
							VENDOR TOTAL *	416.60	
0017446	00	FMP - FACTORY MOTOR PARTS							
61-125030		003737		01	06/30/2011	110-6047-512.50-16	TRK/PARTS PD-4	45.44	
							VENDOR TOTAL *	45.44	
0002222	00	FORESMAN, RICH							
06/01-06/15/11		003317		01	06/30/2011	110-0086-453.30-52	CATV PROF SVCS	195.00	
							VENDOR TOTAL *	195.00	
0018088	00	FOUNTAIN TECHNOLOGIES, LTD							
6320		003309		01	06/30/2011	110-6046-418.50-01	DOOR HANDLE REPAIR	230.00	
6326		003310		01	06/30/2011	110-6046-418.50-01	FOUNTAIN MAINT FEE	1,791.67	
							VENDOR TOTAL *	2,021.67	
0013847	00	FRY'S ELECTRONICS, INC							
5297872		003567		01	06/30/2011	110-2008-413.40-72	EPSON SCANNER	349.99	
							VENDOR TOTAL *	349.99	
0014041	00	FUNCHESS, WILLIAM							
06/01-06/15/11		003322		01	06/30/2011	110-0086-453.30-52	CATV PROF SVCS	132.00	
							VENDOR TOTAL *	132.00	
0007214	00	GALLAGHER AJ, RISK MGMT SVCS INC							
549298		003360		01	06/30/2011	110-1001-411.20-07	INS RENEWAL	3.63	
549298		003361		01	06/30/2011	110-4020-422.20-07	INS RENEWAL	494.09	
549298		003362		01	06/30/2011	110-5030-421.20-07	INS RENEWAL	1,013.60	
549298		003363		01	06/30/2011	110-6040-431.20-07	INS RENEWAL	1,914.59	
549298		003364		01	06/30/2011	510-6050-501.20-07	INS RENEWAL	163.49	
549298		003365		01	06/30/2011	510-6055-502.20-07	INS RENEWAL	43.60	
							VENDOR TOTAL *	3,633.00	
0001432	00	GALLS, AN ARAMARK CO							
511404188		003428		01	06/30/2011	110-5030-421.40-98	SUPPLIES	206.87	
							VENDOR TOTAL *	206.87	
0016168	00	GE INTELLIGENT PLATFORMS INC							
06/28-07/01/11		003634		01	06/30/2011	510-6050-501.60-37	TRAINING COURSE	2,495.00	
							VENDOR TOTAL *	2,495.00	
0008476	00	GO PROMOTIONS							
123658		003701		01	06/30/2011	110-7060-451.40-43	BAGS	339.60	
123737		003902		01	06/30/2011	110-7060-451.40-43	RESALE MERCHANDISE	215.64	

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0008476	00	GO PROMOTIONS							
							VENDOR TOTAL *	555.24	
0000242	00	GRAINGER							
9564065440		003650		01	06/30/2011	110-6041-432.40-98	SUPPLIES	341.28	
9568854815		003856		01	06/30/2011	110-6041-432.40-98	SUPPLIES	19.63	
9568854815		003857		01	06/30/2011	110-6043-434.40-98	SUPPLIES	19.63	
9564065440		003651		01	06/30/2011	110-6044-435.40-98	SUPPLIES	45.90	
9568854815		003858		01	06/30/2011	110-6044-435.40-98	SUPPLIES	75.44	
9568854815		003859		01	06/30/2011	110-6046-418.40-98	SUPPLIES	19.63	
9568854815		003860		01	06/30/2011	110-6047-512.40-98	SUPPLIES	19.63	
9568854815		003861		01	06/30/2011	510-6052-501.40-98	SUPPLIES	19.63	
9568854815		003862		01	06/30/2011	510-6057-502.40-98	SUPPLIES	19.63	
							VENDOR TOTAL *	580.40	
0011686	00	GRAND AUTO PARTS							
169549		003418		01	06/30/2011	110-6047-512.50-16	TRK/PARTS PW82	2.79	
169350		003419		01	06/30/2011	110-6047-512.50-16	TRK/PARTS PW56	100.26	
169610		003645		01	06/30/2011	110-6047-512.50-16	FILTERS	60.64	
168408		003646		01	06/30/2011	110-6047-512.50-16	FILTERS	55.74	
169748		003647		01	06/30/2011	110-6047-512.50-16	PARTS/SUPPLIES	75.00	
169611		003752		01	06/30/2011	110-6047-512.50-16	STOCK	28.00	
169752		003751		01	06/30/2011	510-6056-502.50-11	TRK/PARTS PW198MSB	3.76	
							VENDOR TOTAL *	326.19	
0012796	00	GRASSROOTS LANDSCAPE SPECIALTIES							
7067		003763		01	06/30/2011	510-6057-502.50-01	LAWN MAINT	1,035.00	
							VENDOR TOTAL *	1,035.00	
0000255	00	HAHN & ASSOCS, LTD							
JULY 2011		003527		01	06/30/2011	110-5030-421.30-48	SOCIAL SVCS	4,203.04	
							VENDOR TOTAL *	4,203.04	
0000633	00	HARRINGTON INDUSTRIAL PLASTICS LLC							
02389442		003758		01	06/30/2011	510-6056-502.50-11	PUMP REPAIR	110.11	
							VENDOR TOTAL *	110.11	
0005803	00	HARRISON, JONATHAN							
06/01-06/15/11		003321		01	06/30/2011	110-0086-453.30-52	CATV PROF SVCS	134.75	
							VENDOR TOTAL *	134.75	
0007164	00	HASSLER, JAMES							
04/19/2011		000668		01	06/14/2011	110-6040-431.60-11	EVT EXAM	CHECK #: 146996	30.00
							VENDOR TOTAL *	.00	30.00
0015904	00	HD SUPPLY WATERWORKS, LTD							
3036969		003289		01	06/30/2011	510-6052-501.40-51	SERVICE LINES	116.00	
3071923		003539		01	06/30/2011	510-6052-501.40-51	SERVICE LINES	379.20	
3132356		003865		01	06/30/2011	510-6052-501.40-51	SERVICE LINES	225.00	

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VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0015904	00	HD SUPPLY WATERWORKS, LTD							
							VENDOR TOTAL *	720.20	
0011839	00	HEALTHCARE SERVICE CORP							
014582		003804		01	06/30/2011	110-1001-411.20-04	HEALTH INS	6,040.01	
014582		003805		01	06/30/2011	110-2006-413.20-04	HEALTH INS	14,123.33	
014582		003806		01	06/30/2011	110-2007-413.20-04	HEALTH INS	3,011.24	
014582		003807		01	06/30/2011	110-2008-413.20-04	HEALTH INS	6,268.65	
014582		003808		01	06/30/2011	110-3015-414.20-04	HEALTH INS	2,478.50	
014582		003809		01	06/30/2011	110-4020-422.20-04	HEALTH INS	69,221.17	
014582		003810		01	06/30/2011	110-4025-424.20-04	HEALTH INS	13,040.32	
014582		003811		01	06/30/2011	110-5030-421.20-04	HEALTH INS	113,703.07	
014582		003812		01	06/30/2011	110-6040-431.20-04	HEALTH INS	28,008.87	
014582		003813		01	06/30/2011	110-7060-451.20-04	HEALTH INS	3,846.55	
014582		003817		01	06/30/2011	210-8070-452.20-04	HEALTH INS	21,503.97	
014582		003814		01	06/30/2011	510-6050-501.20-04	HEALTH INS	5,870.05	
014582		003815		01	06/30/2011	510-6055-502.20-04	HEALTH INS	6,631.43	
014582		003816		01	06/30/2011	530-0088-503.20-04	HEALTH INS	2,403.81	
							VENDOR TOTAL *	296,150.97	
0000270	00	HIGHWAY SALES INC							
092128		003415		01	06/30/2011	110-6047-512.50-16	TRK/PARTS PW136	38.85	
							VENDOR TOTAL *	38.85	
0007204	00	HINSDALE NURSERIES							
649672		003285		01	06/30/2011	110-6043-434.40-61	TREE PLANTING	301.00	
							VENDOR TOTAL *	301.00	
0008952	00	HOLLINGER METAL EDGE, INC							
118062		003442		01	06/30/2011	110-7060-451.60-64	STORAGE BOX	82.26	
							VENDOR TOTAL *	82.26	
0006864	00	HOME DEPOT 1919-NORTHLAKE							
008435/6021657		003277		01	06/30/2011	530-0088-503.50-14	AC REPLACEMENT	402.67	
							VENDOR TOTAL *	402.67	
0012341	00	HOME DEPOT 1982-OAKBROOK TERR							
006013/8025676		003679		01	06/30/2011	110-6041-432.40-98	SPRAYER	13.97	
8012030		003681		01	06/30/2011	110-6041-432.40-44	BITS	26.91	
9022136		003682		01	06/30/2011	110-6041-432.40-98	MAILBOX	27.94	
007426/7016643		003272		01	06/30/2011	110-6046-418.50-01	LAMPS	3.32	
002833/2024518		003274		01	06/30/2011	110-6046-418.50-01	STONE FILE	9.49	
003449/1024789		003275		01	06/30/2011	110-6046-418.50-01	ADHESIVE	18.95	
001557/3015969		003276		01	06/30/2011	110-6046-418.50-01	LAMP PARTS	52.31	
007547/7025909		003273		01	06/30/2011	110-7060-451.50-01	EXHIBIT SUPPLIES	7.99	
008970/6026052		003680		01	06/30/2011	510-6057-502.50-01	LIGHTING REPAIR	192.64	
							VENDOR TOTAL *	353.52	
0017799	00	HORIBA INTL CORP							

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0017799	00	HORIBA INTL CORP							
90326042		003745		01	06/30/2011	110-5030-421.40-98	EVIDENCE SUPPLIES	135.25	
							VENDOR TOTAL *	135.25	
0014742	00	IL LIQUOR CONTROL COMMISSION							
06/15/2011		003529		01	06/30/2011	110-5030-421.60-75	BASSETT LICENSE	250.00	
							VENDOR TOTAL *	250.00	
0001005	00	IL SEC OF STATE - CONF SERV PROG							
PD-41		003331		01	06/30/2011	110-6047-512.60-55	PLATE RENEWAL	99.00	
							VENDOR TOTAL *	99.00	
0000291	00	IL SEC OF STATE - TITLE APPLIC FEES,CK GRP-1							
CASE #10-052871		003263		01	06/30/2011	110-5030-421.60-27	TITLE APPLICATION FEE	95.00	
							VENDOR TOTAL *	95.00	
0017301	00	INDUSTRIAL ORGANIZATIONAL SOLUTIONS							
C25375A		003694		01	06/30/2011	110-1003-412.30-52	WRITTEN EXAM/DOCUMENTATIO	6,950.00	
							VENDOR TOTAL *	6,950.00	
0007892	00	INTELLISYS INC							
20110503		003840		01	06/30/2011	510-6057-502.50-08	SOFWARE SUPPORT/SVC	600.00	
							VENDOR TOTAL *	600.00	
0010731	00	INTERSTATE BATTERY SYSTEM OF							
130055374		003292		01	06/30/2011	110-4020-422.40-98	SUPPLIES	9.00	
130055374		003291		01	06/30/2011	110-5030-421.40-98	SUPPLIES	72.00	
130055374		003293		01	06/30/2011	110-6041-432.40-98	SUPPLIES	1.80	
130055374		003294		01	06/30/2011	110-6043-434.40-98	SUPPLIES	1.80	
130055374		003295		01	06/30/2011	110-6044-435.40-98	SUPPLIES	1.80	
130055374		003290		01	06/30/2011	110-6047-512.50-16	SUPPLIES	293.85	
130055374		003296		01	06/30/2011	110-6047-512.40-98	SUPPLIES	1.80	
130055390		003298		01	06/30/2011	110-6047-512.50-16	TRK/PARTS PD-25	77.95	
130055374		003297		01	06/30/2011	510-6052-501.40-98	SUPPLIES	1.80	
							VENDOR TOTAL *	461.80	
0000344	00	JC LICHT - NETWORK PLACE							
1203-8312067		003385		01	06/30/2011	110-5030-421.50-01	PAINT	9.08	
1203-8311915		003386		01	06/30/2011	110-5030-421.50-01	PAINT	49.99	
1203-8272614		003387		01	06/30/2011	110-5030-421.50-01	PAINT	37.99	
1203-8267306		003388		01	06/30/2011	110-5030-421.50-01	PAINT/SUPPLIES	55.74	
1203-8272675		003389		01	06/30/2011	110-5030-421.50-01	PAINT	17.97	
1203-8284371		003390		01	06/30/2011	110-5030-421.50-01	PAINT	249.95	
1203-8240347		003391		01	06/30/2011	110-6046-418.50-01	BLIND REPLACEMENT	293.60	
							VENDOR TOTAL *	714.32	
0000976	00	JIM'S TOWING,CK GRP-1							
5/1/10-4/30/11		003264		01	06/30/2011	110-5030-421.60-27	LIGHTING SVC/STORAGE LOT	600.00	
							VENDOR TOTAL *	600.00	
0015360	00	JMI INSTRUMENT CO							

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0015360	00	JMI INSTRUMENT CO							
CPK5640		003844		01	06/30/2011	510-6052-501.50-18	CONTROLLER REPLACEMENT	809.14	
							VENDOR TOTAL *	809.14	
0013509	00	K A STEEL CHEMICALS INC							
0713757-IN		003767		01	06/30/2011	510-6057-502.40-10	SODIUM HYPOCHLORITE	3,019.28	
0716294-IN		003845		01	06/30/2011	510-6057-502.40-10	SODIUM HYPOCHLORITE	3,034.01	
							VENDOR TOTAL *	6,053.29	
0000314	00	KALE UNIFORMS							
558991		003265		01	06/30/2011	110-5030-421.40-11	UNIFORM SUPPLIES	130.00	
558992		003266		01	06/30/2011	110-5030-421.40-11	UNIFORM SUPPLIES	205.00	
558993		003267		01	06/30/2011	110-5030-421.40-11	UNIFORM SUPPLIES	32.50	
558995		003268		01	06/30/2011	110-5030-421.40-11	UNIFORM SUPPLIES	65.00	
558996		003269		01	06/30/2011	110-5030-421.40-11	UNIFORM SUPPLIES	41.94	
560220		003753		01	06/30/2011	110-5030-421.40-11	UNIFORM SUPPLIES	91.50	
							VENDOR TOTAL *	565.94	
0000323	00	KIEFT BROTHERS, INC - A/P							
175366		003678		01	06/30/2011	110-6041-432.40-08	INLET REPAIR	386.00	
175931		003869		01	06/30/2011	110-6041-432.40-08	INLET REPAIR	110.00	
							VENDOR TOTAL *	496.00	
0011896	00	KIMBALL MIDWEST							
1985869		003411		01	06/30/2011	110-6047-512.50-16	STOCK	292.44	
							VENDOR TOTAL *	292.44	
0015660	00	KINGS POINT TRUCK LANE							
23547		003407		01	06/30/2011	110-6047-512.50-02	SAFETY TEST/PW29,PW112	50.00	
23542		003408		01	06/30/2011	110-6047-512.50-02	SAFETY TEST/PW9	25.00	
23553		003409		01	06/30/2011	110-6047-512.50-02	SAFETY TEST/PW115	25.00	
23555		003410		01	06/30/2011	110-6047-512.50-02	SAFETY TEST/PW77	25.00	
							VENDOR TOTAL *	125.00	
0010360	00	KUSSMAUL ELECTRONICS CO INC							
40234		003730		01	06/30/2011	110-6047-512.50-02	TRK/PARTS SQUAD 1	146.25	
							VENDOR TOTAL *	146.25	
0017528	00	L-3 COM MOBILE VISION INC							
0169281-IN		003271		01	06/30/2011	110-5030-421.60-75	BATTERIES	123.90	
0172135-IN		003350		01	06/30/2011	110-5030-421.60-75	CAR VIDEO SYSTEM/CABLE	6,480.25	
							VENDOR TOTAL *	6,604.15	
0016626	00	LAI, LTD							
9646		003760		01	06/30/2011	510-6052-501.50-18	ANALYZER REPAIR	113.17	
							VENDOR TOTAL *	113.17	
0005635	00	LAW ENFORCEMENT LEGAL REVIEW							
2012		003744		01	06/30/2011	110-5030-421.60-51	SUBSCRIPTION	98.00	

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0005635	00	LAW ENFORCEMENT LEGAL REVIEW							
							VENDOR TOTAL *	98.00	
0013313	00	LEACH ENTERPRISES, INC							
920601		003675		01	06/30/2011	110-6047-512.50-16	FILTERS	45.24	
922100		003676		01	06/30/2011	110-6047-512.50-16	FILTER	3.14	
922265		003847		01	06/30/2011	110-6047-512.50-16	PARTS/SUPPLIES	565.56	
							VENDOR TOTAL *	613.94	
0006622	00	LEN'S ACE HARDWARE							
163036/1		003416		01	06/30/2011	110-5030-421.80-06	SET UP NEW VEHCILE/PD-2	5.28	
163387/1		003417		01	06/30/2011	110-6047-512.50-16	TRK/PARTS PW149	3.98	
							VENDOR TOTAL *	9.26	
0017643	00	LIGHT BULB DEPOT							
11320527		003719		01	06/30/2011	110-6044-435.40-26	LAMPS	373.44	
							VENDOR TOTAL *	373.44	
0000509	00	LILJEBERG, GLEN R.							
06/01-06/15/11		003316		01	06/30/2011	110-0086-453.30-52	CATV PROF SVCS	746.50	
							VENDOR TOTAL *	746.50	
0011081	00	LINDCO EQPT SALES							
20110750-P		003732		01	06/30/2011	110-6047-512.50-16	TRK/PARTS PW17	118.26	
							VENDOR TOTAL *	118.26	
0019819	00	LITAVSKY, TERI							
061611		003901		01	06/30/2011	110-7060-451.40-43	RESALE MERCHANDISE	15.00	
							VENDOR TOTAL *	15.00	
0012509	00	LIZZADRO MUSEUM OF LAPIDARY ART							
2011/2012		003338		01	06/30/2011	110-0094-454.60-32	COMMUNITY GRANT PROGRAM	9,000.00	
							VENDOR TOTAL *	9,000.00	
0019803	00	LOCICERO, MIKE							
06/14/2011		003437		01	06/30/2011	110-7060-451.60-98	EXPENSE REIMBURSEMENT	351.47	
							VENDOR TOTAL *	351.47	
0000617	00	M & M REPORTING, INC							
48820		003742		01	06/30/2011	110-3015-414.30-13	COURT REPORTING	328.00	
48821		003743		01	06/30/2011	110-3015-414.30-13	COURT REPORTING	366.00	
							VENDOR TOTAL *	694.00	
0000352	00	MAGID GLOVE							
43573		003712		01	06/30/2011	110-6041-432.40-98	SUPPLIES	27.14	
43573		003713		01	06/30/2011	110-6043-434.40-98	SUPPLIES	27.14	
43573		003714		01	06/30/2011	110-6044-435.40-98	SUPPLIES	27.14	
43573		003715		01	06/30/2011	110-6046-418.40-98	SUPPLIES	27.14	
43573		003716		01	06/30/2011	110-6047-512.40-98	SUPPLIES	27.14	

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0000352	00	MAGID GLOVE							
43573		003718		01	06/30/2011	510-6052-501.40-98	SUPPLIES	326.04	
43573		003717		01	06/30/2011	510-6057-502.40-98	SUPPLIES	27.14	
							VENDOR TOTAL *	488.88	
0007486	00	MAMMA MARIA'S PIZZA							
725701		003270		01	06/30/2011	110-5030-421.60-50	MEETING REFRESHMENTS	52.75	
12		003530		01	06/30/2011	110-5030-421.60-08	MEETING REFRESHMENTS	69.12	
							VENDOR TOTAL *	121.87	
0007259	00	MARCOTT ENTERPRISES, INC							
16260		003766		01	06/30/2011	510-6057-502.30-58	SAND	617.00	
							VENDOR TOTAL *	617.00	
0010694	00	MAROUS & CO							
11-126D		003348		01	06/30/2011	325-0092-465.80-04	PROFESSIONAL SVCS	1,250.00	
							VENDOR TOTAL *	1,250.00	
0015536	00	MARTENSON TURF PRODUCTS, INC							
36436		003535		01	06/30/2011	110-6043-434.40-50	SEED	1,660.00	
36436		003536		01	06/30/2011	110-6043-434.40-27	LANDSCAPING MATERIALS	756.30	
							VENDOR TOTAL *	2,416.30	
0001049	00	MCI							
08611797999		003247		01	06/30/2011	110-1001-411.30-75	MONTHLY PHONE	43.37	
08611797999		003248		01	06/30/2011	110-2006-413.30-75	MONTHLY PHONE	21.72	
08611797999		003256		01	06/30/2011	110-2007-413.30-75	MONTHLY PHONE	3.98	
08611797999		003257		01	06/30/2011	110-2008-413.30-75	MONTHLY PHONE	65.70	
08611797999		003249		01	06/30/2011	110-3015-414.30-75	MONTHLY PHONE	14.20	
08611797999		003250		01	06/30/2011	110-4020-422.30-75	MONTHLY PHONE	20.83	
08611797999		003251		01	06/30/2011	110-4022-423.30-75	MONTHLY PHONE	.43	
08611797999		003252		01	06/30/2011	110-5030-421.30-75	MONTHLY PHONE	70.76	
08611797999		003253		01	06/30/2011	110-6040-431.30-75	MONTHLY PHONE	23.85	
08611797999		003254		01	06/30/2011	110-7060-451.30-75	MONTHLY PHONE	13.15	
08611797999		003255		01	06/30/2011	510-6055-502.30-75	MONTHLY PHONE	7.22	
							VENDOR TOTAL *	285.21	
0002941	00	MCMASTER-CARR SUPPLY CO-A/P ADDRESS							
87386546		003368		01	06/30/2011	110-5030-421.40-98	SUPPLIES	11.90	
87386546		003369		01	06/30/2011	110-6041-432.40-98	SUPPLIES	14.00	
87386546		003370		01	06/30/2011	110-6043-434.40-98	SUPPLIES	14.02	
87386546		003371		01	06/30/2011	110-6044-435.40-98	SUPPLIES	14.02	
87386546		003372		01	06/30/2011	110-6046-418.40-98	SUPPLIES	14.02	
86583256		003376		01	06/30/2011	110-6046-418.50-01	GRIPS	11.72	
86586554		003377		01	06/30/2011	110-6046-418.50-01	PADLOCKS	157.14	
86219413		003378		01	06/30/2011	110-6046-418.50-01	LIGHT BULB	22.05	
86006317		003379		01	06/30/2011	110-6046-418.50-01	RETURNED MERCHANDISE	30.31-	
87386546		003373		01	06/30/2011	110-6047-512.40-98	SUPPLIES	14.02	
87505732		003749		01	06/30/2011	110-6047-512.50-16	TRK/PARTS PW17	96.77	

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0002941	00	MCMASTER-CARR SUPPLY CO-A/P ADDRESS							
87386546		003374		01	06/30/2011	510-6052-501.40-98	SUPPLIES	14.02	
87383058		003839		01	06/30/2011	510-6056-502.50-11	SUMP PUMP REPLACEMENT	390.35	
87386546		003375		01	06/30/2011	510-6057-502.40-98	SUPPLIES	14.02	
							VENDOR TOTAL *	757.74	
0000366	00	MEL'S ACE HARDWARE							
416650/4		003642		01	06/30/2011	110-6043-434.40-53	HAND SLEDGE REPLACEMENT	16.19	
416684/4		003750		01	06/30/2011	110-6047-512.50-01	SHOP SUPPLIES	24.29	
416600/4		003643		01	06/30/2011	510-6057-502.50-01	RAKE REPLACEMENT	26.98	
							VENDOR TOTAL *	67.46	
0014625	00	MEL'S CAR CARE CENTER							
55972		003521		01	06/30/2011	510-6056-502.50-11	RADIATOR REPAIR	95.00	
							VENDOR TOTAL *	95.00	
0007364	00	METROPOLITAN LIFE INSURANCE CO							
00126		003821		01	06/30/2011	110-1001-411.20-05	DENTAL INS	334.14	
00126		003822		01	06/30/2011	110-2006-413.20-05	DENTAL INS	766.79	
00126		003823		01	06/30/2011	110-2007-413.20-05	DENTAL INS	180.62	
00126		003824		01	06/30/2011	110-2008-413.20-05	DENTAL INS	458.93	
00126		003825		01	06/30/2011	110-3015-414.20-05	DENTAL INS	178.97	
00126		003826		01	06/30/2011	110-4020-422.20-05	DENTAL INS	3,350.41	
00126		003827		01	06/30/2011	110-4025-424.20-05	DENTAL INS	778.29	
00126		003828		01	06/30/2011	110-5030-421.20-05	DENTAL INS	6,155.74	
00126		003829		01	06/30/2011	110-6040-431.20-05	DENTAL INS	1,641.13	
00126		003830		01	06/30/2011	110-7060-451.20-05	DENTAL INS	210.17	
00126		003831		01	06/30/2011	210-8070-452.20-05	DENTAL INS	1,242.96	
00126		003832		01	06/30/2011	510-6050-501.20-05	DENTAL INS	330.03	
00126		003833		01	06/30/2011	510-6055-502.20-05	DENTAL INS	165.84	
00126		003834		01	06/30/2011	530-0088-503.20-05	DENTAL INS	144.44	
							VENDOR TOTAL *	15,938.46	
0012290	00	MICHAEL'S UNIFORM COMPANY							
61117		003707		01	06/30/2011	110-6041-432.40-62	UNIFORM SUPPLIES	3,724.40	
61117		003708		01	06/30/2011	510-6052-501.40-62	UNIFORM SUPPLIES	3,724.40	
							VENDOR TOTAL *	7,448.80	
0009371	00	MICRO CENTER A/R							
2571512		003563		01	06/30/2011	110-2008-413.40-72	HARD DRIVE MEMORY STICKS	509.88	
2579913		003564		01	06/30/2011	110-2008-413.40-72	COMPUTER HARDWARE	437.65	
							VENDOR TOTAL *	947.53	
0017125	00	MIDWEST OPERATING ENGRS BENEFITS							
AUG 2011		003818		01	06/30/2011	110-6040-431.20-04	HEALTH INS	47,700.00	
AUG 2011		003820		01	06/30/2011	510-6050-501.20-04	HEALTH INS	20,900.00	
AUG 2011		003819		01	06/30/2011	510-6055-502.20-04	HEALTH INS	16,300.00	
							VENDOR TOTAL *	84,900.00	
0016200	00	MIDWEST WELDING SUPPLY INC							

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VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0016200	00	MIDWEST WELDING SUPPLY INC							
492606		003429		01	06/30/2011	110-6047-512.40-98	SUPPLIES	7.16	
493391		003537		01	06/30/2011	110-6047-512.40-98	SUPPLIES	140.20	
							VENDOR TOTAL *	147.36	
0007257	00	MOTION INDUSTRIES, INC							
IL10-441660		003406		01	06/30/2011	110-6047-512.50-16	TRK/PARTS PW143	13.16	
							VENDOR TOTAL *	13.16	
0000378	00	MOTOROLA - COLLECTION CTR DR							
90666873		003726		01	06/30/2011	110-4020-422.80-05	PROGRAMMING CABLES	57.24	
90661521		003405		01	06/30/2011	110-5030-421.40-41	RADIO PARTS	40.02	
90666873		003725		01	06/30/2011	110-5030-421.40-41	PROGRAMMING CABLES	57.24	
							VENDOR TOTAL *	154.50	
0018069	00	MUNICIPAL CODE CORP							
00207212		003278		01	06/30/2011	110-1001-411.30-54	MUNICIPAL CODE ONLINE	674.17	
							VENDOR TOTAL *	674.17	
0011645	00	MUNICIPAL EMERGENCY SERVICES							
00243968_SNV		003575		01	06/30/2011	110-4020-422.50-98	PUMP	86.50	
							VENDOR TOTAL *	86.50	
0017664	00	MY CAR WASH							
626332		003531		01	06/30/2011	110-6047-512.50-16	CAR WASHES	33.00	
							VENDOR TOTAL *	33.00	
0015134	00	MY FAVORITE TOY STORE							
MAY 2011		003532		01	06/30/2011	110-7060-451.40-43	CONSIGNMENT PAYMENT	21.26	
							VENDOR TOTAL *	21.26	
0017982	00	NAFA FLEET MGRS ASSN							
92960		003777		01	06/30/2011	110-6040-431.60-37	MEMBERSHIP	475.00	
							VENDOR TOTAL *	475.00	
0000383	00	NAFISCO, INC							
101304		003868		01	06/30/2011	110-6041-432.40-52	WANDS	700.00	
							VENDOR TOTAL *	700.00	
0000392	00	NCL EQPT SPECIALTIES INC							
9620		003540		01	06/30/2011	110-6041-432.40-52	PAINT	250.40	
							VENDOR TOTAL *	250.40	
0009496	00	NEXTEL COMMUNICATIONS							
162511511-112		003689		01	06/30/2011	110-2007-413.30-75	MONTHLY MOBILE BILL	134.44	
162511511-112		003690		01	06/30/2011	110-2008-413.30-75	MONTHLY MOBILE BILL	272.95	
162511511-112		003692		01	06/30/2011	110-3015-414.30-75	MONTHLY MOBILE BILL	214.39	
162511511-112		003687		01	06/30/2011	110-4020-422.30-75	MONTHLY MOBILE BILL	341.29	
162511511-112		003688		01	06/30/2011	110-4022-423.30-75	MONTHLY MOBILE BILL	48.76	

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0009496	00	NEXTEL COMMUNICATIONS							
162511511-112		003691		01	06/30/2011	110-5030-421.30-75	MONTHLY MOBILE BILL	1,161.09	
162511511-112		003684		01	06/30/2011	110-6040-431.30-75	MONTHLY MOBILE BILL	1,198.59	
162511511-112		003685		01	06/30/2011	510-6050-501.30-75	MONTHLY MOBILE BILL	383.55	
162511511-112		003686		01	06/30/2011	510-6055-502.30-75	MONTHLY MOBILE BILL	815.04	
							VENDOR TOTAL *	4,570.10	
0005845	00	NICOR GAS							
54-23-78-0000		5003219		01	06/30/2011	110-4020-422.30-29	MONTHLY GAS	250.07	
5209073557 3		003633		01	06/30/2011	110-4020-422.30-29	MONTHLY GAS	169.85	
1200340000 4		003225		01	06/30/2011	110-5030-421.30-29	MONTHLY GAS	336.14	
02-25-68-0000		0003220		01	06/30/2011	110-6046-418.30-29	MONTHLY GAS	120.64	
7816640000 8		003223		01	06/30/2011	110-6046-418.30-29	MONTHLY GAS	1,109.88	
1428340000 1		003224		01	06/30/2011	110-6046-418.30-29	MONTHLY GAS	127.50	
1545680000 0		003226		01	06/30/2011	110-6046-418.30-29	MONTHLY GAS	66.50	
39-23-24-0000		0003383		01	06/30/2011	110-7060-451.30-29	MONTHLY GAS	25.43	
75-23-24-0000		4003217		01	06/30/2011	510-6056-502.30-29	MONTHLY GAS	171.91	
99-81-68-0000		9003218		01	06/30/2011	510-6056-502.30-29	MONTHLY GAS	47.45	
43-64-24-0000		6003221		01	06/30/2011	510-6056-502.30-29	MONTHLY GAS	65.63	
2403240000 4		003222		01	06/30/2011	510-6056-502.30-29	MONTHLY GAS	48.75	
52-71-78-0000		8003384		01	06/30/2011	510-6056-502.30-29	MONTHLY GAS	31.06	
							VENDOR TOTAL *	2,570.81	
0016932	00	O'HARE AUTO BODY LTD							
27500		003727		01	06/30/2011	110-6047-512.50-02	AUTO/PARTS E-1	228.85	
							VENDOR TOTAL *	228.85	
0008640	00	OFFICE DEPOT							
568297369001		003899		01	06/30/2011	110-0094-454.40-33	OFFICE SUPPLIES	29.32	
568297792001		003898		01	06/30/2011	110-1001-411.40-33	OFFICE SUPPLIES	5.03	
567166569001		003571		01	06/30/2011	110-2006-413.40-33	SUPPLIES	83.84	
568297369001		003900		01	06/30/2011	110-2006-413.40-33	OFFICE SUPPLIES	87.70	
567166569001		003573		01	06/30/2011	110-3015-414.40-33	SUPPLIES	16.26	
567166569001		003572		01	06/30/2011	110-4025-424.40-33	SUPPLIES	29.28	
567735851001		003570		01	06/30/2011	110-6040-431.40-33	BINDER/DIVIDER	130.94	
567166569001		003574		01	06/30/2011	110-6040-431.40-33	SUPPLIES	21.34	
							VENDOR TOTAL *	403.71	
0008717	00	PAT KEAN'S FRIENDLY FORD							
166532		003509		01	06/30/2011	110-6047-512.50-16	TRK/PARTS PD-9	112.80	
166552		003510		01	06/30/2011	110-6047-512.50-16	TRK/PARTS PD-15	32.93	
166464		003511		01	06/30/2011	110-6047-512.50-16	TRK/PARTS PD-15	514.33	
166447		003512		01	06/30/2011	110-6047-512.50-16	TRK/PARTS PD-8	39.89	
166560		003513		01	06/30/2011	110-6047-512.50-16	TRK/PARTS PW39	31.89	
166559		003514		01	06/30/2011	110-6047-512.50-16	TRK/PARTS PW39	4.77	
166547		003515		01	06/30/2011	110-6047-512.50-16	TRK/PARTS TRK#1	90.51	
166596		003516		01	06/30/2011	110-6047-512.50-16	AUTO/PARTS E-1	2.74	
166568		003517		01	06/30/2011	110-6047-512.50-16	AUTO/PARTS E-1	180.61	
166533		003518		01	06/30/2011	110-6047-512.50-16	STOCK	143.48	

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0008717	00	PAT KEAN'S FRIENDLY FORD							
D39008		003519		01	06/30/2011	110-6047-512.50-02	ACCIDENT REPAIR/PD-15	338.40	
166646		003731		01	06/30/2011	110-6047-512.50-16	TRK/PARTS PW17	36.45	
							VENDOR TOTAL *	1,528.80	
0000419	00	PATTEN INDUSTRIES INC #774539							
P60C0222290		003506		01	06/30/2011	110-6047-512.50-16	TRK/PARTS PW198	231.00	
P60C0222274		003507		01	06/30/2011	510-6056-502.50-11	TRK/PARTS PW198	199.64	
P60C0222283		003508		01	06/30/2011	510-6056-502.50-11	TRK/PARTS PW198	266.16	
							VENDOR TOTAL *	696.80	
0017241	00	PERSONNEL EVALUATION, INC							
96835		003526		01	06/30/2011	110-5030-421.40-98	START-UP SOFTWARE KIT	257.40	
							VENDOR TOTAL *	257.40	
0019416	00	PITNEY BOWES INC - PITTSBURGH							
28324320200		003340		01	06/14/2011	110-1001-411.30-49	METER POSTAGE	CHECK #: 146993	2,000.00
28324320200		003342		01	06/14/2011	110-2006-413.30-49	METER POSTAGE	CHECK #: 146993	700.00
28324320200		003332		01	06/14/2011	110-3015-414.30-49	METER POSTAGE	CHECK #: 146993	500.00
28324320200		003343		01	06/14/2011	110-3015-414.30-49	METER POSTAGE	CHECK #: 146993	500.00
28324320200		003319		01	06/14/2011	110-4020-422.30-49	METER POSTAGE	CHECK #: 146993	500.00
28324320200		003328		01	06/14/2011	110-4025-424.30-49	METER POSTAGE	CHECK #: 146993	500.00
28324320200		003329		01	06/14/2011	110-5030-421.30-49	METER POSTAGE	CHECK #: 146993	1,500.00
28324320200		003330		01	06/14/2011	110-6040-431.30-49	METER POSTAGE	CHECK #: 146993	1,500.00
28324320200		003333		01	06/14/2011	110-7060-451.30-49	METER POSTAGE	CHECK #: 146993	500.00
28324320200		003334		01	06/14/2011	530-0088-503.30-49	METER POSTAGE	CHECK #: 146993	1,800.00
							VENDOR TOTAL *	.00	10,000.00
0013510	00	POLYDYNE, INC							
613088		003846		01	06/30/2011	510-6057-502.40-09	DAF/PRESS POLYMER	5,376.00	
							VENDOR TOTAL *	5,376.00	
0000437	00	PORTER PIPE & SUPPLY CO							
10526913-00		003392		01	06/30/2011	110-6047-512.50-16	TRK/PARTS PW170	132.36	
10527954-00		003393		01	06/30/2011	530-0088-503.50-14	PLUMBING REPAIR	197.13	
							VENDOR TOTAL *	329.49	
0013302	00	PRECISION CONTROL SYSTEMS OF							
17180		003394		01	06/30/2011	110-5030-421.30-98	MONTHLY MAINT FEE	273.00	
							VENDOR TOTAL *	273.00	
0016490	00	PRIMUS ELECTRONICS							
485713		003404		01	06/30/2011	110-4020-422.80-05	TRI-BAND/CRIMP PLUG	144.30	
							VENDOR TOTAL *	144.30	
0000444	00	PROSAFETY INC							
1/206430		003548		01	06/30/2011	110-6041-432.40-98	SUPPLIES	21.62	
1/206431		003655		01	06/30/2011	110-6041-432.40-98	SUPPLIES	18.98	
1/206430		003549		01	06/30/2011	110-6043-434.40-98	SUPPLIES	21.62	

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0000444	00	PROSAFETY INC							
1/206431		003656		01	06/30/2011	110-6043-434.40-98	SUPPLIES	18.97	
1/206430		003550		01	06/30/2011	110-6044-435.40-98	SUPPLIES	21.62	
1/206431		003657		01	06/30/2011	110-6044-435.40-98	SUPPLIES	18.97	
1/206430		003551		01	06/30/2011	110-6046-418.40-98	SUPPLIES	21.62	
1/206431		003658		01	06/30/2011	110-6046-418.40-98	SUPPLIES	18.97	
1/206431		003659		01	06/30/2011	110-6047-512.40-98	SUPPLIES	18.97	
1/206430		003552		01	06/30/2011	510-6052-501.40-98	SUPPLIES	21.62	
1/206431		003660		01	06/30/2011	510-6052-501.40-98	SUPPLIES	18.97	
1/206430		003553		01	06/30/2011	510-6057-502.40-98	SUPPLIES	21.64	
1/206431		003661		01	06/30/2011	510-6057-502.40-98	SUPPLIES	18.97	
							VENDOR TOTAL *	262.54	
0019820	00	PTAK, MIECZYSLAW/EWA							
1020B		003905		01	06/30/2011	110-0000-260.02-00	STICKER REFUND	45.00	
							VENDOR TOTAL *	45.00	
0006710	00	PUGSLEY & LAHAIE LTD							
18144		003534		01	06/30/2011	110-6043-434.30-77	STUMP REMOVAL	1,000.00	
							VENDOR TOTAL *	1,000.00	
0017735	00	QUALITY ELEVATOR PRODUCTS, INC							
424790		003503		01	06/30/2011	110-4020-422.60-25	ELEVATOR KEYS	33.91	
							VENDOR TOTAL *	33.91	
0004402	00	REGIONAL TRUCK EQPT CO							
172287		003505		01	06/30/2011	110-6041-432.40-98	TRK/PARTS PW158T	441.26	
							VENDOR TOTAL *	441.26	
0010947	00	RELIABLE PLUMBING & POWER RODDING							
11-70000421		003769		01	06/30/2011	110-0000-332.98-00	PREMIT REFUND	84.00	
							VENDOR TOTAL *	84.00	
0016302	00	RICHARDS, KERRY							
06/20/2011		003878		01	06/30/2011	110-4020-422.60-11	RIFLE TRAINING	170.00	
							VENDOR TOTAL *	170.00	
0005969	00	RICMAR INDUSTRIES							
307862		003673		01	06/30/2011	510-6052-501.40-98	SUPPLIES	106.57	
307862		003674		01	06/30/2011	510-6057-502.40-98	SUPPLIES	106.57	
							VENDOR TOTAL *	213.14	
0008861	00	ROYAL RECOGNITION							
11-13541		003695		01	06/30/2011	110-2007-413.60-23	SERVICE AWARD	200.94	
							VENDOR TOTAL *	200.94	
0008163	00	S & S WORLDWIDE, INC							
6975472		003436		01	06/30/2011	110-7060-451.60-65	EDUCATION/PROG SUPPLIES	288.87	
							VENDOR TOTAL *	288.87	
0019818	00	SCHMIDT, KEN							

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0019818	00	SCHMIDT, KEN							
006		003877		01	06/30/2011	110-0000-371.98-00	PARKING PERMIT REFUND	35.00	
							VENDOR TOTAL *	35.00	
0011986	00	SCHROEDER & SCHROEDER INC							
2		003772		01	06/30/2011	110-6041-432.80-15	STREET RESURFACING	336,350.45	
2		003773		01	06/30/2011	110-6041-432.30-02	ASPHALT PATCHING	70,007.00	
2		003774		01	06/30/2011	510-6052-501.30-02	ASPHALT PATCHING	6,027.00	
							VENDOR TOTAL *	412,384.45	
0000477	00	SCHWEPPE							
543339		003504		01	06/30/2011	110-4020-422.60-98	SUPPLIES	157.30	
							VENDOR TOTAL *	157.30	
0010169	00	SEAWAY SUPPLY							
74414		003287		01	06/30/2011	110-6046-418.40-24	SUPPLIES	490.00	
							VENDOR TOTAL *	490.00	
0000491	00	SHEMIN NURSERIES							
765440		003283		01	06/30/2011	110-6043-434.40-39	PLANT MATERIALS	1,446.00	
							VENDOR TOTAL *	1,446.00	
0012572	00	SHERWIN-WILLIAMS CO - VILLA PARK							
1400-4		003762		01	06/30/2011	510-6057-502.50-01	PAINT	73.58	
							VENDOR TOTAL *	73.58	
0014453	00	SOLID IMPRESSIONS							
29450		003441		01	06/30/2011	110-7060-451.30-52	PRINTING SVCS/SUMMER CALE	2,679.62	
29542		003903		01	06/30/2011	110-7060-451.40-33	OFFICE SUPPLIES	138.00	
							VENDOR TOTAL *	2,817.62	
0005957	00	SOURCE NORTH AMERICA CORP							
690446		003402		01	06/30/2011	110-6047-512.40-19	FUEL ISLAND SUPPLIES	586.28	
690534		003403		01	06/30/2011	110-6047-512.40-18	RETURNED MERCHANDISE	51.77-	
690524		003722		01	06/30/2011	110-6047-512.40-18	FUEL NOZZLE	75.29	
690519		003723		01	06/30/2011	110-6047-512.40-19	HOSE	111.15	
693050		003724		01	06/30/2011	110-6047-512.40-19	RETURNED MERCHANDISE	39.00-	
							VENDOR TOTAL *	681.95	
0000022	00	SPRING RD BAKERY - JULIANNES							
68936		003754		01	06/30/2011	110-5030-421.60-98	RETIREMENT CAKE	35.00	
							VENDOR TOTAL *	35.00	
0008573	00	SPRING ROAD BUSINESS ASSN							
2011/2012		003341		01	06/30/2011	110-0094-454.60-32	COMMUNITY GRANT PROGRAM	1,350.00	
							VENDOR TOTAL *	1,350.00	
0000740	00	STANDARD EQPT CO							
C61966		003720		01	06/30/2011	110-6042-433.50-16	TRK/PARTS PW25	708.52	

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0000740	00	STANDARD EQPT CO							
C64727		002524		01	06/20/2011	110-6047-512.50-16	RETURNED MERCHANDISE	392.75-	
C65683		003721		01	06/30/2011	110-6047-512.50-16	SPRING PIN/PW91	14.88	
							VENDOR TOTAL *	330.65	
0017966	00	STORINO, RAMELLO & DURKIN							
54855		003617		01	06/30/2011	110-0081-415.30-32	PROFESSIONAL SVCS	812.00	
54855		003618		01	06/30/2011	110-0081-415.30-36	PROFESSIONAL SVCS	29,026.30	
54834		003622		01	06/30/2011	110-0081-415.30-32	PROFESSIONAL SVCS	1,690.50	
54856		003623		01	06/30/2011	110-0081-415.30-16	PROFESSIONAL SVCS	3,996.94	
54857		003624		01	06/30/2011	110-0081-415.30-36	PROFESSIONAL SVCS	3,124.00	
54858		003625		01	06/30/2011	110-0081-415.30-36	PROFESSIONAL SVCS	4,462.50	
54787		003626		01	06/30/2011	110-0081-415.30-32	PROFESSIONAL SVCS	2,822.75	
54835		003627		01	06/30/2011	110-0081-415.30-36	PROFESSIONAL SVCS	1,050.00	
54788		003628		01	06/30/2011	110-0081-415.30-32	PROFESSIONAL SVCS	43.75	
54789		003629		01	06/30/2011	110-0081-415.30-32	PROFESSIONAL SVCS	1,456.00	
54790		003630		01	06/30/2011	110-0081-415.30-32	PROFESSIONAL SVCS	115.50	
54831		003619		01	06/30/2011	310-0089-461.30-52	PROFESSIONAL SVCS	787.50	
54832		003620		01	06/30/2011	310-0089-461.30-52	PROFESSIONAL SVCS	621.25	
54833		003621		01	06/30/2011	325-0092-465.30-52	PROFESSIONAL SVCS	175.00	
							VENDOR TOTAL *	50,183.99	
0008228	00	SUBURBAN LABORATORIES INC							
9649		003759		01	06/30/2011	510-6057-502.30-33	LAB TESTING	389.00	
							VENDOR TOTAL *	389.00	
0009845	00	SYNAGRO CENTRAL							
35518		003843		01	06/30/2011	510-6057-502.30-58	SLUDGE HAULING	5,709.60	
							VENDOR TOTAL *	5,709.60	
0017907	00	TAWZER, LANCE							
06/21/2011		003703		01	06/30/2011	110-7060-451.40-43	EXPENSE REIMBURSEMENT	189.81	
06/21/2011		003704		01	06/30/2011	110-7060-451.60-11	EXPENSE REIMBURSEMENT	210.00	
							VENDOR TOTAL *	399.81	
0019685	00	TEAM KINGSLEY LLC							
2011075		003438		01	06/30/2011	110-7060-451.60-44	PUSH BUTTON CONTROLS	81.72	
							VENDOR TOTAL *	81.72	
0000523	00	TERMINAL SUPPLY CO							
55791-00		003863		01	06/30/2011	110-6047-512.50-16	PARTS/SUPPLIES	19.06	
							VENDOR TOTAL *	19.06	
0015213	00	THE HYDROSEEDING CO, LLC							
381		003778		01	06/30/2011	110-6047-512.50-16	TRK/PARTS PW143	1,143.23	
							VENDOR TOTAL *	1,143.23	
0012940	00	THE TAPE CO							
SOINV000770964		003435		01	06/30/2011	110-0086-453.40-66	SONY DVCAM	344.28	

BANK: 01

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0012940	00	THE TAPE CO							
							VENDOR TOTAL *	344.28	
0000528	00	THOMPSON ELEVATOR INSPECTION SVC							
11-1696		003396		01	06/30/2011	110-4025-424.30-52	ELEVATOR PLAN REVEIW	60.00	
							VENDOR TOTAL *	60.00	
0000533	00	TRAFFIC CONTROL & PROTECTION							
69567		003288		01	06/30/2011	110-6041-432.40-52	STRAPPING CLIPS/ALUMINUM	317.80	
69698		003710		01	06/30/2011	110-6041-432.40-52	ALUMINUM BLANK	376.02	
							VENDOR TOTAL *	693.82	
0017891	00	TRANSCHICAGO TRUCK GROUP (ELMHURST)							
1167456		003733		01	06/30/2011	110-6047-512.50-16	TRK/PARTS PW89	57.56	
							VENDOR TOTAL *	57.56	
0005044	00	TRANSYSTEMS CORP							
INV-0002111941		003770		01	06/30/2011	110-6048-513.80-25	PROF ENG SVCS	6,005.44	
INV-0002113515		003771		01	06/30/2011	110-6048-513.80-25	PROF ENG SVCS	9,297.32	
							VENDOR TOTAL *	15,302.76	
0000538	00	TRI-STATE HYDRAULICS INC							
319769		003776		01	06/30/2011	110-6047-512.50-02	TRK/PARTS PW91	589.66	
							VENDOR TOTAL *	589.66	
0019534	00	UNIFIRST CORP							
081 0704994		003555		01	06/30/2011	110-6041-432.40-62	UNIFORM SUPPLIES	105.95	
081 0696967		003671		01	06/30/2011	110-6041-432.40-62	UNIFORM SUPPLIES	226.35	
081 0707034		003848		01	06/30/2011	110-6041-432.40-62	UNIFORM SUPPLIES	105.95	
081 0704994		003556		01	06/30/2011	510-6052-501.40-62	UNIFORM SUPPLIES	105.95	
081 0696967		003672		01	06/30/2011	510-6052-501.40-62	UNIFORM SUPPLIES	226.35	
081 0707034		003849		01	06/30/2011	510-6052-501.40-62	UNIFORM SUPPLIES	105.95	
							VENDOR TOTAL *	876.50	
0015470	00	UNIFORMITY INC							
IN195754		003838		01	06/30/2011	110-4020-422.40-62	UNIFORM SUPPLIES	120.23	
							VENDOR TOTAL *	120.23	
0007731	00	UPS SHIPPER 1Y3E41							
00001Y3E41251		003837		01	06/30/2011	110-4020-422.30-49	SHIPPING FEES	28.08	
							VENDOR TOTAL *	28.08	
0017465	00	UPS SHIPPER 5A30E3							
00005A30E3241		003542		01	06/30/2011	110-4020-422.30-49	SHIPPING FEES	8.52	
00005A30E3201		003667		01	06/30/2011	110-5030-421.30-49	SHIPPING FEES	14.52	
00005A30E3241		003543		01	06/30/2011	110-6044-435.40-98	SHIPPING FEES	23.37	
00005A30E3241		003544		01	06/30/2011	110-6047-512.40-98	SHIPPING FEES	8.86	
00005A30E3201		003666		01	06/30/2011	110-6047-512.40-98	SHIPPING FEES	18.86	
00005A30E3241		003545		01	06/30/2011	510-6052-501.40-98	SHIPPING FEES	94.10	

BANK: 01

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0017465	00	UPS SHIPPER 5A30E3							
							VENDOR TOTAL *	168.23	
0000550	00	URICK, EUGENIE							
06/01-06/15/11		003315		01	06/30/2011	110-0086-453.30-52	CATV PROF SVCS	942.50	
							VENDOR TOTAL *	942.50	
0014788	00	VERIZON WIRELESS							
2583915647		003258		01	06/30/2011	110-2008-413.30-98	MONTHLY PHONE	1,330.35	
							VENDOR TOTAL *	1,330.35	
0006935	00	VERLARE CLEANERS							
A154185		003260		01	06/30/2011	110-5030-421.40-11	CLEAN/REPAIR JACKET	74.00	
							VENDOR TOTAL *	74.00	
0000559	00	VIKING AWARDS							
23004A		003525		01	06/30/2011	110-1001-411.40-98	CHAIR PLATES/MEDALLION/EN	62.80	
							VENDOR TOTAL *	62.80	
0017343	00	WALLER, MOLLIE C							
062411		003906		01	06/30/2011	510-6056-502.30-89	OVERHEAD SEWER PROGRAM	5,000.00	
							VENDOR TOTAL *	5,000.00	
0015717	00	WENTWORTH TIRE-BENSENVILLE							
404489		003398		01	06/30/2011	110-6047-512.50-16	TRK/PARTS PW100	375.00	
404490		003399		01	06/30/2011	110-6047-512.50-20	TIRES/PD-16	123.92	
404488		003400		01	06/30/2011	110-6047-512.50-20	TIRES/PW119	351.15	
404497		003401		01	06/30/2011	110-6047-512.50-20	TIRE DISPOSAL	46.00	
							VENDOR TOTAL *	896.07	
0002494	00	WEST & SONS TOWING INC							
385697		003741		01	06/30/2011	110-5030-421.60-27	TOWING SVC/CASE#11-018042	350.00	
							VENDOR TOTAL *	350.00	
0000576	00	WEST SUBURBAN OP, INC.							
117715		003497		01	06/30/2011	110-1001-411.40-33	STAMP	21.95	
117505		003262		01	06/30/2011	110-5030-421.30-28	INK CARTRIDGES	121.42	
117733		003496		01	06/30/2011	110-5030-421.40-33	PENS/INK CARTRIDGE	65.14	
117709		003740		01	06/30/2011	110-5030-421.40-33	EVIDENCE SUPPLIES	16.49	
117757		003756		01	06/30/2011	110-6041-432.40-98	MAP TACKS/FILLER PAPER	37.70	
117221		003495		01	06/30/2011	110-7060-451.40-33	LABELS/WALL CALENDAR	44.98	
							VENDOR TOTAL *	307.68	
0004668	00	WEST TOWN REFRIGERATION							
198308		003739		01	06/30/2011	110-5030-421.50-01	HOT WATER PUMP REPAIR	231.38	
193453		003357		01	06/30/2011	110-6046-418.50-01	HVAC REPAIR	901.84	
							VENDOR TOTAL *	1,133.22	
0008459	00	WESTMONT INTERIOR SUPPLY HOUSE							

BANK: 01

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0008459	00	WESTMONT INTERIOR SUPPLY HOUSE							
W62625		003307		01	06/30/2011	110-6046-418.50-01	CEILING TILES	137.76	
							VENDOR TOTAL *	137.76	
0015020	00	WHITE KNIGHT DETAIL							
2626		003728		01	06/30/2011	110-6047-512.50-02	DETAILING SVCS/PD-2	90.00	
							VENDOR TOTAL *	90.00	
0018535	00	WILKINS MAZDA/HYUNDAI							
DEC 2010		003467		01	06/20/2011	110-0000-312.01-11	SALES TAX REBATE THROUGH	CHECK #: 147017	16,590.49
DEC 2010		003934		01	06/20/2011	111-0000-312.01-11	SALES TAX REBATE THROUGH	CHECK #: 147017	894.68
							VENDOR TOTAL *	.00	17,485.17
0010931	00	WORLD FUEL SERVICES							
390527		003559		01	06/30/2011	110-6047-512.40-19	GASOLINE	22,574.99	
390531		003560		01	06/30/2011	110-6047-512.40-18	DIESEL	26,472.73	
							VENDOR TOTAL *	49,047.72	
0000583	00	ZEP SALES & SERVICE							
30457789		003864		01	06/30/2011	110-6046-418.40-24	SUPPLIES	225.36	
							VENDOR TOTAL *	225.36	
0006753	00	3M							
SS82550		003870		01	06/30/2011	110-6041-432.40-52	SIGNS	1,687.50	
							VENDOR TOTAL *	1,687.50	
0009183	00	303 TAXI							
18630		003637		01	06/30/2011	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	3,076.40	
18630		003638		01	06/30/2011	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	89.80	
							VENDOR TOTAL *	3,166.20	
							HAND ISSUED TOTAL ***		1,481,085.17
							TOTAL EXPENDITURES ****	1,659,519.31	1,481,085.17
							GRAND TOTAL **********		3,140,604.48

CITY OF ELMHURST

209 NORTH YORK STREET
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www.elmhurst.org

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

June 30, 2011

TO: Mayor DiCianni and Members of the City Council
RE: Bid Results, 2011 Concrete Pavement Patching

In response to an invitation to bid for the 2011 Concrete Pavement Patching, Project No. 11-09 the City of Elmhurst advertised in the Elmhurst Independent on Wednesday, June 16, 2011, bids were received from eight contractors. All bid packages were complete.

Bids were opened at 10:00 a.m. on Tuesday, June 28, 2011 by the City Clerk. The following is a summary of the bids received:

Contractor	Total Price
Kings Point General Cement, Inc., Bensenville, IL	$105,350.00
C-A Cement Construction, Co. Inc., Bloomingdale, IL	$136,370.00
D'Land Construction, L.L.C., Bensenville, IL	$136,999.98
Schroeder & Schroeder, Inc., Skokie, IL	$148,300.00
Greg Greenhill Construction Co., Inc., Ringwood, IL	$150.721.00
G & M Cement Construction, Inc., Addison, IL	$151,015.00
Globe Construction, Inc., Addison, IL	$208,250.00
Landmark Contractors, Inc., Huntley, IL	$260,185.00

Respectfully submitted,

Patty Spencer

Patty Spencer
City Clerk

Copies To All
Elected Officials
6/30/11

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THOMAS P. BORCHERT
CITY MANAGER

June 28, 2011

To: Mayor DiCianni and Members of the City Council

Re: Income-generating Recycling Day – Ald. Polomsky

It is respectfully requested that the attached memo from Alderman Polomsky regarding implementing a special recycling day be referred to the Public Works and Buildings Committee for review and recommendation back to the City Council.

Respectfully submitted,

Michael Kopp
Interim City Manager

MK/ds
Attachment

Copies To All
Elected Officials
06-30-11

To: Mayor DiCianni and Interim City Manager Mike Kopp

From: Dannee Polomsky, Alderman, 3rd Ward

Date: June 28, 2011

Re: Income-generating recycling day

As appliances and electronics are left at the curb during Spring Clean Up waste removal, I am asking the City Council to consider implementing a special recycling day.

While this effort may require residents or others to bring items to a specified location and temporary receptacle, it could both generate income for the City and allow us to demonstrate our commitment to the environment.

I request that you please refer this to the appropriate committee and thank you for your consideration.

Respectfully submitted,

Dannee Polomsky

Dannee Polomsky
Alderman, 3rd Ward

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CITY MANAGER

June 28, 2011

To: Mayor DiCianni and Members of the City Council

Re: South York Businesses and Valet Parking Request – Mr. Frank Catalano

It is respectfully requested that the attached request from Mr. Frank Catalano be referred to the Public Affairs and Safety Committee for review and recommendation back to the City Council.

Respectfully requested,

Michael Kopp
Interim City Manager

MK/ds
Attachment

Copies To All
Elected Officials
06-30-11

Frank Catalano

From: Frank Catalano
Sent: Thursday, June 23, 2011 2:44 PM
To: Pete DiCianni; Mike Kopp; John Quigley;
Cc:

Subject: RE: south of the track retail association

Mayor Pete DiCianni
Acting city Manager Mike Kopp
Public Safety Committee

We have formed a new business alliance called south of the Tracks Retail Association.

Our intentions are not to pull out of City Center but to enhance and work together as a group.

Our membership group started with Charlie's, Smoothie Factory, Bleeding Heart Bakery, Pints, Essential Beauty, 100 South, Café Amano, Amano Butcherie, Pazzi Di Pizza, Flight 110, Effingy, Park Ave Coffee Shop and McCaro.

We met to discuss parking and the overall needs of a successful retail group. We came up with Valet Parking in two locations. The Corner of Park & York. The Corner of York and Adelaide.

Flight 112, 100 South, Charlie's, Café Amano and Pazzi Di Pizza will each contribute 400 a month to Valet Secured Parking Services, Inc. We will provide insurance, bond and contract at the meeting.

This service will be complimentary to the patrons of the restaurants. There is a charge of ($3.00) three dollars. To customers that use the valet service but do not have their ticket validated. We will be using the horse shoe lot at Crescent Court and the Garage for cars.

The second item is that the group would like to do a block party. Friday September 16 & Saturday September 17. Hours of operation are Friday 6:00 – 10:00 and Saturday 6:00 – 10:00.
We are working with the Chamber to help us secure insurance, liquor & beer licenses.

The approval process we understand is as followed:

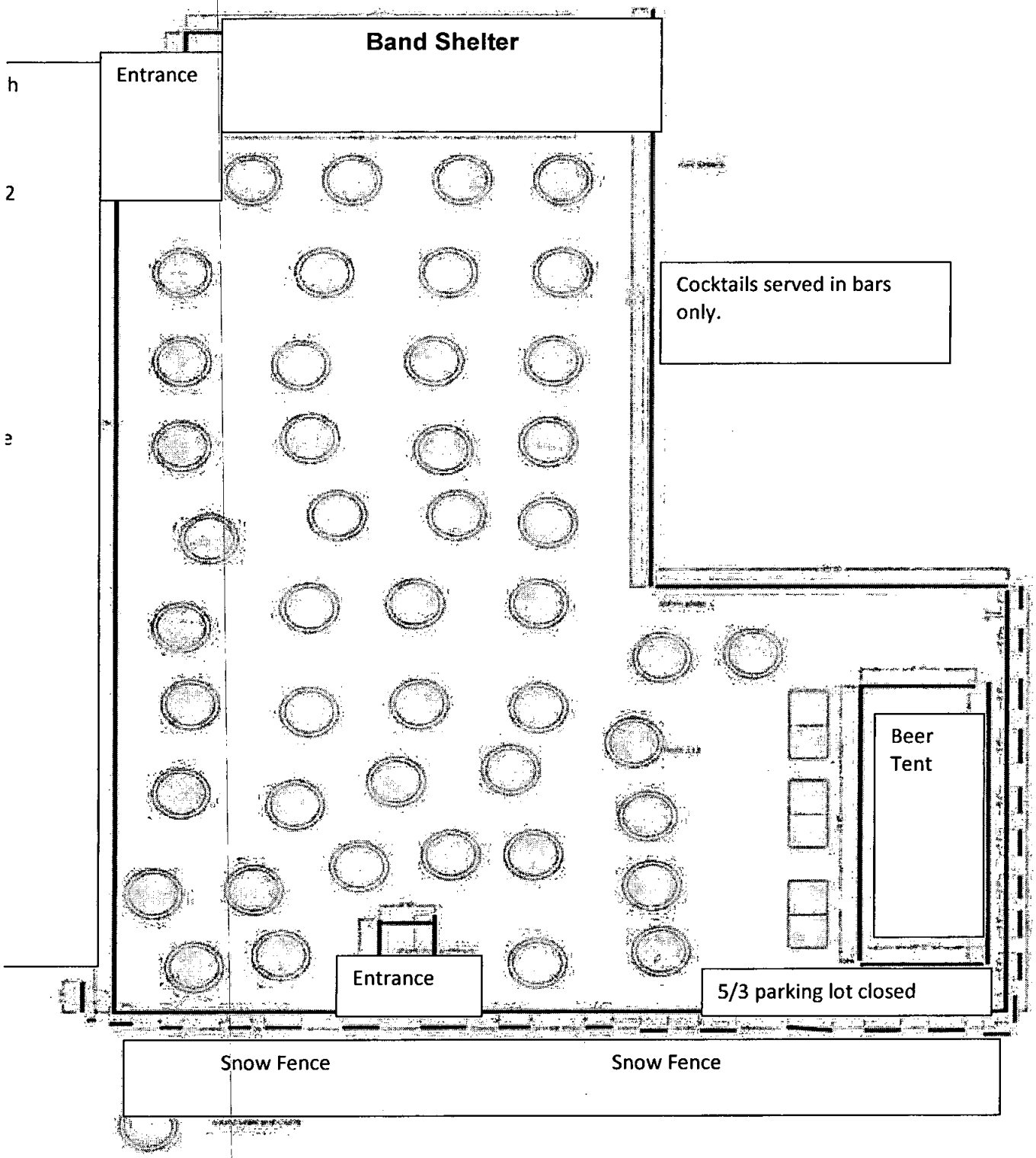
1) City approval
2) Dram Shop Insurance
3) Festival Insurance
4) State liquor license
5) City liquor license
6) Beer truck
7) Park District Stage
8) Electricity
9) Bathrooms inside restaurants
10) Health Department approval

We are asking the city for permission to shut York Street down from Park to Adelaide. We will hire off duty Elmhurst police officers at two security check points.

We will have manned security check points at two gates, one on Park Ave and one on Adelaide. If you are going to drink in the bars or on the street you will need to have a wrist band..

We look forward to sitting down with the Public Safety Committee and discussing both proposals.

Frank Catalano


Band Shelter
Entrance
Cocktails served in bars only.
Beer Tent
Entrance
5/3 parking lot closed
Snow Fence
Snow Fence

Catalano & Associates

Frank A. Catalano Jr., President

105 S York St., Suite 550
Elmhurst, Il. 60126

630-379-0200 (O)
630-973-8379 (C)
630-333-4396 (F)

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CITY MANAGER

June 27. 2011

To: Mayor DiCianni and Members of the City Council

Re: Radio Control Car Race – Al's Hobby Shop

The Public Affairs and Safety Committee met on June 27, 2011 to discuss the request from Al's Hobby Shop to hold a radio control car race on Sunday, July 10, 2011. A representative from Al's Hobby Shop was available to answer the Committee's questions.

Set-up of the race will take place at 6:30 a.m. the day of the event. The races will commence at 10:00 a.m. on Sunday, July 10, 2011, in the Schiller Court parking lot until approximately 7:00 p.m.

Proof of insurance will be provided to and approved by the City Attorney prior to the event.

All layout/staging plans and operational parameters will be finalized only after consultation and discussion with the approval of the Elmhurst Police, Fire and Public Works Departments.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Council approve Al's Hobby Shop's request to hold a radio control car race on Sunday, July 10, 2011 with set-up commencing at 6:30 a.m., racing commencing at 10:00 a.m. and lasting until approximately 7:00 p.m. and that the Council suspend the rules to allow passage of the appropriate ordinance on the same night.

Respectfully submitted,
Public Affairs and Safety Committee

Patrick Wagner, Chairman

Paula Pezza, Vice-Chairman

Michael J. Bram

Copies To All
Elected Officials
6/30/11

PUBLIC AFFAIRS &
SAFETY COMMITTEE
06/23/2011
Kopp Neubauer Mayor
Spencer

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CITY MANAGER

June 29, 2011

To: Mayor DiCianni and Members of the City Council

Re: Museum Coordinator Position – Historical Museum

The Public Affairs and Safety Committee met on Monday, June 27, 2011 to review a proposal to fill a Museum Coordinator position at the Historical Museum (see attached job posting).

This position is responsible for operation of the museum during public gallery hours on Saturdays and Sundays. The hours are 1:00 p.m. to 5:00 p.m. on Saturdays and Sundays with a few additional hours scattered throughout the year for staff orientation and training or museum programs. Benefits are not provided for this position. The position is open due to the resignation of an employee.

The Museum Coordinator operates the museum on Saturdays and Sundays with assistance from a volunteer. The Museum Coordinator also assists as necessary with public programs taking place at the museum on Saturdays and Sundays. Customer service and communication skills are required to carry out the duties of this position.

The Committee felt this position is necessary for the operation of the museum. Funds for the position are provided in the FY 11/12 budget in account number 110-7060-451- 10-02.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the position of Museum Coordinator be filled by a qualified applicant.

Respectfully submitted,

PUBLIC AFFAIRS AND SAFETY COMMITTEE

Patrick Wagner DFS
Patrick Wagner, Chairman

Paula Pezza (EMAIL)
Paula Pezza, Vice Chairman

Michael Bram DFS
Michael Bram

Copies To All Elected Officials
06-30-11

City of Elmhurst

Employment Opportunity

MUSEUM COORDINATOR

(ELMHURST HISTORICAL MUSEUM)

Posted: June 14, 2011

Position Summary

This position contributes to an exceptional experience for all visitors to the Elmhurst Historical Museum through the performance of a variety of customer service and administrative tasks. Work is performed under the general supervision of the Curator of Exhibits.

Qualifications

- Graduation from high school or GED equivalent required. Associate degree or college education in museum studies, history or related field a plus.
- Experience in customer service. Museum or tour guide experience a plus.
- Skill in working with the public, meeting new people and partnering with volunteers.
- Basic computer proficiency including Microsoft Word and Excel.
- Broad general knowledge and interest in the Elmhurst community preferred. Interest in history a plus.
- Ability to work on weekends. Ability to occasionally attend a weekday staff function or meeting.
- Ability to lift and/or move up to 25 pounds.

Salary is commensurate with experience. Part-time position working Saturday and Sunday from 1:00 p.m. to 5:00 p.m.

Interested candidates are encouraged to apply immediately. Submit completed application and resume online at www.elmhurst.org. Offers of employment are subject to successful completion of a background check and post offer drug screen and physical. **Position open until June 28, 2011.**

The City provides equal opportunity
and offers reasonable accommodations in all programs and employment.

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CITY MANAGER

June 28, 2011

To: Mayor DiCianni and Members of the City Council

Re: Renewal of Line of Credit Loan Commitment

The Finance, Council Affairs and Administrative Services Committee met June 27, 2011, to review renewal of the $4.5 million line of credit loan commitment.

In 1994, the City Council approved a five-year, $4.5 million line of credit with Fifth Third Bank (then Old Kent Bank) to fund land purchases in the Industrial Development TIF (TIF II), specifically on the south side of Lake Street west of Walnut. Due to the amount and timing of property tax increment receipts, it was necessary to extend the line of credit in 1999 and 2002. With the 2002 extension, the City Council approved expanding the use of the line of credit, if necessary, to fund projects in TIF I (Downtown Redevelopment TIF) and TIF III (Rt. 83 & St. Charles Commercial Development TIF), in addition to TIF II. The line of credit was extended a third time in 2005, due to the surplus that was declared and distributed from TIF II in fiscal 2005, which required use of all available cash balances in TIF II and required a loan of $375,000 from the Working Cash Fund. The loan from the Working Cash Fund was repaid in fiscal 2007. The line of credit was again renewed in 2008 due to an outstanding balance at that time of $3,634,300.94, of which $684,300.94 was attributable to TIF II for the land purchases and $2,950,000 was attributable to TIF I for the purchase of 242 N. York Street.

The current line of credit expires July 31, 2011 (see attached Fourth Loan Modification Agreement). The outstanding balance as of April 30, 2011 was $1,450,000, which was attributable to TIF I. The balance has been repaid with TIF I property tax receipts in June 2011.

Recently, banking services proposals were requested and received and staff is in the process of reviewing the responses. In the interim, staff recommends a three-month extension of the line of credit to October 31, 2011. All other terms remaining the same as specified in the Fourth Loan Modification Agreement except the line of credit will now carry an adjustable interest rate based on the three-month Libor (London Interbank Offered Rates) rate plus 46.66 basis points instead of the six-month Libor rate plus 46.66 basis points. Staff has reviewed the interest rate with Speer Financial, Inc., the City's financial advisors, who indicated that the Libor rate remains a commonly used rate for loans of this nature, and Speer concurred with staff

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position that the three-month Libor plus 46.66 basis points is a reasonable rate for short-term borrowing. An alternative short-term borrowing option would be a taxable bond issue, which carries a higher interest rate and is less flexible.

After discussion, it was the consensus of the Finance Committee to recommend a three-month extension to the line of credit loan commitment.

It is, therefore, the consensus of the Finance, Council Affairs and Administrative Services Committee that the City Council direct the City Attorney to prepare the documents necessary to renew the current $4.5 million line of credit with Fifth Third Bank with an adjustable interest rate based on the three-month Libor rate plus 46.66 basis points and extending the maturity date three months to October 31, 2011.

Respectfully submitted,
FINANCE, COUNCIL AFFAIRS AND
ADMINISTRATIVE SERVICES COMMITTEE

Stephen W. Hipskind, Chairman

Mark A. Mulliner

Kevin L. York, Vice Chairman

Scott M. Levin

LineOfCreditRenewal2011

FOURTH LOAN MODIFICATION AGREEMENT

This Fourth Loan Modification Agreement (this "Agreement") is made as of the 31st day of July, 2008, by and between Fifth Third Bank, a Michigan banking corporation (said bank together with its successors and assigns, including each and every holder from time to time of the Note (as hereinafter defined) being hereinafter referred to as "Lender") and the City of Elmhurst, DuPage and Cook Counties, Illinois, an Illinois municipal corporation and home rule unit of government (the "Borrower").

WITNESSETH:

WHEREAS, Lender and Borrower entered into a certain Loan Agreement dated as of July 31, 1994 and Loan Modification Agreements dated July 31, 1999, July 31, 2002 and July 31, 2005, in which agreements Lender agreed to advance to the Borrower certain funds pursuant to the terms of those Loan Agreements; and

WHEREAS, advances under the Loan Agreements are evidenced by a Taxable General Obligation Note, Series 1994 dated as of July 31, 1994 issued by Borrower in favor of Lender in the original principal amount of $4,500,000.00 (together with any amendments, modifications, renewals or extensions thereof shall be referred to as the "Note"); and

WHEREAS, Lender and Borrower desire to amend the Loan Agreements and Note, as provided herein.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

I. MODIFICATIONS.

A. Definitions. The Loan Agreement, the First, Second, Third and Fourth Loan Modification Agreements, the Note and all other documents and instruments executed pursuant thereto are referred to collectively herein as the "Loan Documents". Unless otherwise defined herein, all capitalized terms shall have the meaning given them in the Loan Documents.

B. Extension of Maturity.

1. The Note is hereby amended to reflect the following:

a) the Maturity Date is extended to July 31, 2011; and

b) the interest rate on the Note shall be recalculated every six (6) months on February 1 and August 1 and shall be equal to the six (6) month LIBOR rate plus 46.66 basis points; and

c) the current principal balance outstanding on the Note is $3,334,300.94.

2. Section 1.3(c) of the Loan Agreement shall be amended in its entirety to read as follows:

> "(c) The entire outstanding principal balance of the Loan, accrued interest thereon, and other amounts payable by Borrower under the terms of the Loan Documents shall be due and payable on July 31, 2011 (the "Maturity Date")."

3. To the extent applicable, each of the Loan Documents is hereby amended to provide that the indebtedness evidenced by the Note shall mature on July 31, 2011, and to change any reference to the maturity of Borrower's indebtedness to Lender to July 31, 2011.

II. CONDITIONS PRECEDENT. The agreement by Lender to amend the Loan Documents as provided herein shall be subject to Lender's receipt of the following documents duly executed in form and content satisfactory to Lender in its sole discretion.

A. Ordinance. A certified copy of Ordinance No. O-15-2008 of Borrower evidencing approval of this Fourth Loan Modification Agreement and authorization to execute the appropriate Loan Documents, and also certifying the names, titles and signatures of the officers of Borrower who are authorized to sign this Agreement and any other Loan Documents.

B. Opinion of Counsel. An opinion from Borrower's Counsel, Kubiesa, Spiroff, Gosselar, Acker & DeBlasio, P.C., addressing such matters as Lender may request, including, without limitation, the following:

1. Borrower is duly organized and validly existing as a municipal corporation and home rule unit of government of the State of Illinois.

2. The execution, delivery and performance of this Fourth Loan Modification Agreement has been duly authorized by all necessary action, do not require any other authorizations or consents, and do not violate any law, rule, regulations, order, writ, judgment, indenture instrument or agreement binding upon Borrower.

3. This Fourth Loan Modification Agreement and the other current Loan Documents have been duly executed and constitute legal, valid and binding obligations of the Borrower, enforceable in accordance with their terms, except as such enforcement may be limited by applicable bankruptcy and insolvency laws.

III. REPRESENTATIONS, COVENANTS AND WARRANTIES.

A. The Borrower, by execution of this Agreement, hereby reaffirms, ratifies and remakes the covenants, warranties and representations contained in the other Loan Documents. Further, the Borrower represents and warrants that to date no Event of Default has occurred or is continuing.

B. The Borrower represents that the financial statements and annual audit reports are provided to Lender under the Loan Agreements, as well as all other financial information it has provided to Lender, is correct and complete and presented fairly the results of its operations and its financial position for such stated periods.

IV. MISCELLANEOUS.

A. Expenses. The Borrower agrees to pay Lender upon demand for all reasonable expenses incurred by the Lender in connection with this Fourth Loan Modification Agreement as the parties have otherwise agreed, as well as for any enforcement of Borrower's obligations under this Fourth Loan Modification Agreement and the other Loan Documents.

B. Counterparts. This Agreement may be executed in as many counterparts as may be deemed necessary or convenient, each of which, when so executed, shall be deemed an original but all such counterparts shall constitute but one and the same agreement.

C. Waiver and Release of Claims/Disclaimer of Reliance. Borrower represents to the Lender that is has no defenses, setoffs, claims or counterclaims of any kind or nature whatsoever against the Lender in connection with the Loan Documents or any extensions or modifications thereof or any action taken or not taken by the Lender with respect thereto. Without limiting the generality of the foregoing, and in consideration of Lender's agreements hereunder, Borrower hereby releases and forever discharges the Lender, its affiliates and each of their officers, agents, employees, attorneys, insurers, successors and assigns (collectively the "Released Parties"), from and against any and all liabilities, rights, claims, losses, expenses, or causes of action, known or unknown, arising out of any action or inaction by and of the Released Parties to the date hereof with respect to the Loan Documents or this Agreement, or any matter in any way related thereto or arising in

conjunction therewith. Borrower also waives, releases, and forever discharges the Released Parties and each of them from and against any and all known or unknown rights to setoff, defenses, claims, counterclaims, causes of action any other bar to the enforcement of this Agreement or the Loan Documents. Borrower expressly disclaims any reliance on any oral representation made by the Lender with respect to the subject matter of this Agreement.

D. Original Documents. Except as otherwise specifically modified or amended by the terms of this Agreement, the Loan Documents and all provisions contained therein shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed personally or by their respective officers thereunto duly authorized as of the date first written above.

LENDER:

FIFTH THIRD BANK, a Michigan banking corporation

By: _____
Name: Robert Mathson
Title: Vice President

BORROWER:

CITY OF ELMHURST
DuPage and Cook Counties, Illinois

By: _____
Name: Thomas D. Marcucci
Title: Mayor

By: Patty Spencer
Name: Patty Spencer
Title: City Clerk

H:\Kathy\elmhurst\Agreemts\fifthdthird loan mod4.wpd

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

To: Mayor DiCianni and Members of the City Council

From: Michael Kopp, Interim City Manager

Date: June 30, 2011

Re: Emergency Expenditure Authority, Contract Services for June 2011 Storm Cleanup
Use of Contingency Account

In accordance with Elmhurst Municipal Code Chapter 3, Section 3.02, 16(d), your authorization is requested to allow for the contracting of Allied Waste and other services (and in accordance to their City Council approved proposal for waste services for the City of Elmhurst) for equipment and personnel to assist in the pickup of June 2011 storm-related debris. Contract services with Allied and other vendors are anticipated to be in excess of $20,000.

In addition, per Elmhurst Municipal Code Chapter 3, Section 3.19(g), your approval is requested to charge emergency cleanup expenditures to contingency account # 110-0085-417-60-12.

Michael Kopp

/pd
Attachment

APPROVALS:

Peter P. DiCianni III, Mayor

FINANCE, COUNCIL AFFAIRS AND ADMINISTRATIVE SERVICES COMMITTEE

Stephen W. Hipskind, Chairman

Mark A. Mulliner

Kevin L. York, Vice Chairman

Scott Levin

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16. To perform those powers and duties as set out under Section 3.19 herein.

(d) Emergency Purchases; Exception. Whenever, in the judgment of the City Manager, exigency shall require the making of any purchase of material or supplies for a price in excess of twenty thousand dollars ($20,000.00) but less than thirty thousand dollars ($30,000.00), prior to the next regular meeting of the Council, the City Manager, with the written approval of the Mayor and the Finance Committee of the Council, may make such purchase without waiting for formal approval of the specific purchase by the Council as a whole; provided that such purchase shall not violate any relevant statutory requirement as to solicitation of bids.

(g) Funds for Contingency Purposes. The annual budget may contain money set aside for contingency purposes not to exceed one percentum of the total budget, less the amount set aside for contingency purposes, which monies may be expended for contingencies upon a majority vote of the corporate authorities then holding office.

CITY OF ELMHURST

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

June 28, 2011

TO: Mayor DiCianni and Members of the City Council

RE: Proposed Zoning Ordinance Text Amendment –Elmhurst Zoning Ordinance Section 3.10

The Development, Planning and Zoning Committee met on June 27, 2011 to discuss a request from City Staff to clarify text in Section 3.10 of the Elmhurst Zoning Ordinance regarding the legal notification requirements for map and/or text amendments to the Zoning Ordinance.

Illinois State Statute requires that a notice of Public Hearing be placed in a local newspaper for a zoning ordinance text amendment. The City of Elmhurst, pursuant to Section 3.10-4, "...shall hold public hearings in accordance with existing procedures and in accordance with the Revised Statutes of the State of Illinois." The City of Elmhurst complies with State Statute and has a notice of public hearing published in a local newspaper.

Illinois State Statute requires that amendments to the zoning map (re-zoning) be noticed in a local newspaper as well as notification by mail to all properties within 250 feet of the property, or properties, that are the subject of the map amendment. The City of Elmhurst Zoning Ordinance complies with the State Statute, and has, since 1992, increased the mailing area to 500 feet.

Section 3.10-5 of the Elmhurst Zoning Ordinance states "Notice of time and place of such hearing shall be published at least once in a newspaper of general circulation within the City of Elmhurst not more than 30 days nor less than 15 days before such hearing. In addition, notices shall be sent by first class mail, postage prepaid, to all owners (as determined from current real estate tax records) of property located within 500 feet of any lot line of the property included in the proposed amendment".

The last sentence of the above paragraph fails to distinguish between the legal notice requirements for notice of public hearing for map amendments as opposed to text amendments.

It is therefore, the recommendation of the Development, Planning and Zoning Committee that the City Council authorize City staff to apply for, and the Zoning & Planning Commission to hold a public hearing on text amendments to the Zoning Ordinance regarding legal notice and publication requirements for a Zoning Ordinance map and/or text amendment.

Respectfully submitted,
DEVELOPMENT PLANNING AND ZONING COMMITTEE

Steven Morley /TW/SKW/DW
Steven Morley, Chair

Dannee Polomsky /SKW/DW
Dannee Polomsky, Vice-Chair

Norman Leader DS
Norman Leader, Alderman 2nd Ward

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O-28-2011

AN ORDINANCE TO APPROVE AN EASEMENT AGREEMENT BY AND BETWEEN THE CITY OF ELMHURST AND THE COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY (METRA)

WHEREAS, the City of Elmhurst ("City") is the owner of a certain improved parcel of the property consisting of a City-owned multi-story parking structure, located generally at the northwest corner of West First Street and North Larch Avenue (P.I.N.s 06-02-219-021/-022/-023) ("Parking Deck"); and

WHEREAS, the City has recently constructed and maintains thirty-nine (39) surface level parking spaces, located along First Street, in proximity to the Parking Deck ("Surface Spaces"); and

WHEREAS, the Commuter Rail Division of the Regional Transportation Authority ("Metra") desires to obtain from the City, in exchange for an up-front payment to the City of Two Million Five Hundred Thousand ($2,500,000.00) Dollars ("Easement Fee"), an easement for Metra commuter parking in and to (i) not less than one hundred twenty-five (125) parking spaces in the Parking Deck ("Parking Deck Spaces") and (ii) the Surface Spaces; and

WHEREAS, the City, in return for the Easement Fee, desires to grant to Metra an easement for Metra commuter parking in and to the Parking Deck Spaces and the Surface Spaces, all in accordance with and upon the terms and conditions contained in a certain easement agreement ("Easement Agreement").

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Elmhurst, DuPage and Cook Counties, Illinois, in exercise of its home rule power, as follows:

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SECTION 1. The statements contained in the preamble hereto are found to be true and correct and are hereby incorporated as part of this Ordinance.

SECTION 2. It is hereby determined that the public interest will be served by approving, entering into and accepting the Easement Agreement with Metra for commuter parking, a copy of which Easement Agreement is attached hereto as Exhibit A and made a part hereof.

SECTION 3. That the City Mayor be and hereby is authorized and directed to execute and the City Clerk be and hereby is authorized and directed to attest and place the corporate seal upon any and all documents necessary to effectuate the Easement and Operation Agreement.

SECTION 4. All ordinances or parts of ordinances in conflict with this Ordinance are hereby amended to the extent of the conflict.

ADOPTED this ____ day of _____, 2011, pursuant to a roll call vote as follows:

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

COUNCIL ACTION SUMMARY

SUBJECT: Ordinance – Granting and entering into a certain Easement Agreement with Metra for commuter parking

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

In return for an up-front payment of $2,500,000.00 from Metra, authorize, grant and enter into a certain Easement Agreement that provides for the terms and conditions under which the City will grant certain easements for Metra commuter parking at the northwest corner of West First Street and North Larch Avenue.

EXHIBIT A

EASEMENT AGREEMENT

June 14, 2011

THIS AGREEMENT ("**Agreement**") is entered into by and between the City of Elmhurst, an Illinois municipal corporation ("**Grantor**") and the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation ("**Metra**") Grantor and Metra are hereinafter sometimes individually referred to as a "**Party**" and jointly referred to as the "**Parties**".

RECITALS

A. Grantor owns property located on the northwest corner of West 1st Street and North Larch Avenue in the City of Elmhurst identified by PIN number(s) 06-02-219-021, 06-02-219-022, and 06-02-219-023, improved with a six level parking deck containing a total of two hundred fifty three (253) parking spaces, delineated on **Exhibit A** attached to and made a part of this Agreement (''**Parking Deck**'').

B. Grantor has constructed and maintains thirty-nine (39) surface level parking spaces, located in those areas shown on **Exhibit B**, attached hereto and made a part hereof ("**Surface Spaces**").

C. Metra desires to obtain from Grantor and Grantor desires to grant to Metra an easement for Metra Commuter Parking in and to (i) no less than one hundred twenty-five (125) parking spaces within the Parking Deck, ("**Parking Deck Spaces**") and (ii) the Surface Spaces (collectively, the Parking Deck Spaces and the Surface Spaces shall be the "**Premises**") together with access thereto in accordance with the terms and provisions set forth below ("**Easement**").

D. Grantor has agreed to operate and maintain the Parking Deck and Surface Spaces in accordance with the terms and provisions of Section 2 of this Agreement entitled, "Maintenance of Parking Lot."

SECTION 1

GRANT OF EASEMENT

NOW, THEREFORE, for and in consideration of foregoing Recitals, which are hereby incorporated into this Agreement, the covenants and agreements set forth herein, Ten Dollars ($10) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, Grantor hereby grants to Metra the Easement, subject to the following terms, covenants, andconditions.

1. **EASEMENT FEE.** Upon execution of this Agreement by Metra and Grantor, Metra shall pay to Grantor as fair and reasonable compensation a one time Easement fee in the amount of Two Million Five Hundred Thousand Dollars ($2,500,000) ("**Easement Fee**").

2. **USE.** The Premises shall be used for Metra commuter rail parking between the hours of 6:00am and 6:00pm, Monday through Friday and on such hours on weekends and holidays as may be designated by Metra from time to time ("**Metra Time**"). At all other times, Grantor may permit such other parties as they may deem appropriate to use the Premises for non-commuter parking.

3. **TERM**. Metra's use of the Premises shall commence on the date of this Agreement ("**Commencement Date**") and shall continue in force and effect for a period of forty (40) years, unless sooner terminated as herein provided ("**Term**"). Metra shall have the option to renew the Term for an additional forty (40) year term (hereinafter referred to as the "**Renewal Term**"), as set forth herein. At least two hundred and seventy (270) days prior to the expiration of the Term, Metra shall provide the City written notice of its intention to renew the Agreement. The City shall then have the option to increase the Easement Fee for the Renewal Term by sending Metra written notice of its intention to increase said Easement Fee at least one hundred eighty (180) days prior to the commencement of the Renewal Term. Thereafter, if Metra agrees to exercise its option for the Renewal Term, it shall do so by giving the City written notice of such exercise not less than sixty (60) days prior to the commencement of such Renewal Term, along with payment of the increased Easement Fee for the Renewal Term. In the event this Agreement is renewed as set forth above, then all references to the Renewal Term as set forth hereinafter shall include the additional Renewal Term.

4. **TAXES**. The City represents that the Premises are currently tax exempt from real property taxes. During the term of this Agreement, Metra shall pay all real estate taxes which may become due or which may be assessed against said Premises or Metra or in any manner arise from any activities conducted on the Premises by Metra. Metra shall protect, indemnify, defend and forever save and keep harmless Grantor, its administrators, officers, employees, agents, licensees, successors and assigns against and from, and to assume all liability and expense, including court costs and attorneys' fees, for failure to pay real estate taxes or special assessments assessed against the Premises on or before the date payments of such taxes are due.

SECTION 2

MAINTENANCE OF PARKING LOT

1. **PURPOSE OF USE**. The Parties agree that the purpose of this Agreement is to insure that the Premises are managed, secured, maintained and operated as a commuter rail parking facility during Metra Time with daily rates for public parking. Grantor desires to control access to said Premises and operate and maintain said Premises. Parking lot fees set and collected by Grantor shall be standardized for all patrons of the Premises and Grantor shall under no circumstances discriminate against non-residents of the City of Elmhurst in setting parking fees. The Premises shall be operated as a daily parking lot with spaces available on a first-come-first-served basis. Metra reserves the right, at any time, to review and approve the amount of the parking fees charged by Grantor.

2. **USE BY METRA AND PUBLIC**. During the Term of this Agreement and the Metra Time, Grantor is granted an irrevocable license to operate and maintain the Premises as a Metra commuter parking facility, subject to paragraph 3 of Section 2 below. Grantor further agrees that Grantor and Grantor's employees and invitees in and about said Premises shall be subject to the general rules and regulations of Metra relating to said commuter parking facilities and to Metra's railroad operations. Metra reserves the nonexclusive right to regulate and control the people who enter said Premises and their conduct and reserves the right to enter upon said Premises at any time and to eject therefrom any disorderly person or persons.

3. **RESERVED RIGHTS**. The Grantor reserves the following rights with respect to the Easement: (a) to enter upon the Premises or any part thereof at any time to make inspections, repairs or alterations to the Premises or part of the Parking Deck; (b) to perform any acts related to the safety, protection, preservation, sale or improvement of the Premises; (c) to enter upon said Premises at any time to eject therefrom any disorderly person or persons; and (d) to enter upon the Premises to enforce state, local and federal laws, including but not limited to traffic and parking laws, ordinances and regulations and to enter upon the Premises for any purpose if, in the Grantor's sole opinion, an emergency situation exists. The Grantor reserves the right, after giving Metra prior reasonable notice of such and obtaining Metra's consent, which consent shall not be unreasonably withheld, to make necessary repairs and alterations to the Premises or other parts of the Parking Deck, in the event and to the extent that such repairs or alterations temporarily interfere with the use of the Premises for commuter parking. The exercise of any reserved right by the Grantor shall never be deemed an eviction or disturbance of Metra's use and possession of the Premises nor render the Grantor liable in any manner to Metra or to any other person.

4. **MAINTENANCE, ACCESS AND RELOCATION**.

(a) Grantor, at its own cost and expense, and as provided in Section 10 below, shall manage the Premises and shall be responsible for the performance of "**Routine Maintenance.**" Routine Maintenance shall include, but shall not be limited to, snow removal, lighting, sealing and patching pavement, patrolling the Premises and payment of utility expenses associated with the operation of the Premises. Subject to the terms and conditions of Section 10 below, Grantor shall also be responsible for capital improvements to the Premises including but not limited to major rehabilitation, excavation, demolition of structures, new

construction, light standard or light fixture placement or replacement necessitated by damage to the Parking Deck. In the event Grantor fails to manage, operate or maintain the Premises in accordance with the terms and provisions of this Agreement, Metra may provide, upon ninety (90) days prior written notice to the Grantor, or cause to be provided, such management, operation and maintenance services and Grantor shall reimburse Metra for the cost of said management, operation and maintenance services within thirty (30) days of Grantor's receipt of a written demand for payment from Metra.

(b) Grantor shall operate and maintain the Premises subject to rights of any party, including Metra, in and to any existing roadways, easements, permits, or licenses. Grantor agrees to provide access to the Premises to Metra and the public over and through the existing roadways and easements should such access be deemed necessary by Metra. Grantor further agrees that Metra shall not be responsible for the care or maintenance (including snow removal) of said roadways.

(c) Grantor, at its own cost and expense, shall be responsible for the "**Standard Maintenance**" of all landscaping on and along the Premises and/or the Parking Deck. For purposes of this Agreement, Standard Maintenance shall include without limitation watering, weeding, mowing, trimming, and mulching as dictated by the specific plantings on the Premises and/or the Parking Deck.

(d) If for any reason, the Premises can no longer be used as, or Grantor does not operate or maintain the Premises as, a Metra commuter rail parking facility during Metra Time with daily rates for public parking, Grantor agrees to provide to Metra, within thirty (30) days, and at no additional cost to Metra, an equivalent number of parking spaces to be used as a Metra commuter rail parking facility during the Metra Time with daily rates for public parking which will be governed by this Agreement and in a location satisfactory to both of the Parties. Metra's approval shall not be unreasonably withheld. If within thirty (30) days, the location of an equivalent number of spaces cannot be identified to the satisfaction of the Parties, Grantor shall reimburse Metra the pro rata Easement Fee for the lost parking spaces, amortized over the Term of this Agreement.

5. **SIGNS**. Grantor shall not post or place any signs regulating the Metra commuter rail parking on the Premises without having first received Metra's approval of the content, design and location of the sign.

6. **COMPLIANCE (LEGAL AND INSURANCE)**.

(a) Grantor shall not use or permit upon the Premises anything that will invalidate any policies of insurance held by Metra or Grantor now or hereinafter carried on or covering the Premises or any improvements thereon.

(b) The Grantor shall have the right to self-insure or, in its sole election, Grantor shall maintain insurance in form and in such amounts as required by Metra's Risk Management Department (312-322-6991) and shall deliver to Metra's Risk Management Department certificates of insurance or such other documentation reasonably acceptable to Metra's Risk

Management Department evidencing the acquisition of the required insurance. Such policies of insurance or self-insurance shall include commercial general liability, automobile, workers compensation, and when required, railroad protective liability insurance coverage as stated on **Exhibit B** attached to and made a part of this Agreement ("**Insurance Requirements**"). To the extent permitted by law, said insurance shall show *The Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, and its affiliated separate public corporation known as the Northeast Illinois Regional Commuter Railroad Corporation, both operating under the service mark Metra, as now exists or may hereafter be constituted or acquired, and the Regional Transportation Authority, an Illinois municipal corporation*, as additional insureds and shall be endorsed to assume the contractual obligations of Grantor as set forth in this Agreement. A duplicate copy of such insurance policy or a certificate of insurance and signed copy of a report showing established insurable value shall be furnished to Metra and must show on the insurance policy or the certificate of insurance that Metra will be properly notified in writing at least thirty (30) days prior to any modification or cancellation of such policy.

(c) Grantor shall not knowingly permit the existence of any nuisance on the Premises; shall not create dangerous or hazardous conditions on the Premises, nor knowingly allow dangerous, explosive, flammable, or combustible materials on the Premises which would increase or tend to increase the risk of fire; and further, the Grantor or its agent(s) shall keep, observe and comply with all federal, state and local rules, regulations, ordinances, and laws having jurisdiction over the Premises.

(d) Grantor agrees to use its reasonable best efforts to prevent the occurrence of contamination, hazardous materials or any related environmental damage or condition on the Premises during the Term. Should any contamination or other environmental condition occur or result from Grantor's use or occupancy of the Premises, Grantor will be responsible for all costs associated with its mitigation, cleanup and any related liability. Grantor specifically agrees to indemnify, defend and hold harmless Metra, RTA, NIRCRC and UPRR from all such loss, damages, costs or liabilities, including court costs and attorneys' fees, arising from Grantor's use or occupancy of the Premises.

(e) Grantor's failure to obtain or to cause its contractors to obtain proper insurance coverage or to insure Metra, the RTA NIRCRC or the UPRR as additional insureds shall not, at any time, operate as a waiver to Metra's right to indemnification and defense against any claims, damages or injuries covered under the terms and provisions of this Agreement.

7. **LICENSE TO OPERATE**. Grantor shall pay for the cost of any licenses, permits or fees required by federal, state or local rule, regulation, ordinance or law necessary to manage, operate and maintain the Premises as a Metra commuter parking facility.

8. **INDEMNIFICATION AND WAIVER.**

a) To the fullest extent permitted by law, the Grantor hereby assumes and agrees to release, acquit and waive any rights which Grantor may have against and forever discharge Metra, the RTA and the NIRCRC, their respective directors, administrators, officers, employees, agents,

successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all claims, demands or liabilities imposed upon them by law or otherwise of every kind, nature and character on account of personal injuries, including death at any time resulting therefrom, and on account of damage to or destruction of property arising out of or in any way relating to or occurring in connection with the activities permitted under the terms and provisions of this Agreement or which may occur to or be incurred by the Grantor, its employees, officers, agents and all other persons acting on the Grantor's behalf while on the Premises, or arising from the condition of the Premises during the term of this Agreement, except to the extent such injuries or damages are caused by the negligence or willful misconduct of Metra, the RTA, or the NIRCRC. Notwithstanding anything in this Agreement to the contrary, the releases and waivers contained in this paragraph shall survive termination of this Agreement.

b) To the fullest extent permitted by law, Metra hereby assumes and agrees to release, acquit and waive any rights which Metra may have against and forever discharge the Grantor, its administrators, officers, employees, agents, successors, assigns and all other persons, firms and corporations acting on its behalf or with its authority, from and against any and all claims, demands or liabilities imposed upon them by law or otherwise of every kind, nature and character on account of personal injuries, including death, at any time resulting therefrom, and on account of damage to or destruction of property arising out of or in any way relating to or occurring in connection with the activities permitted under the terms and provisions of this Agreement or which may occur to or be incurred by Metra, its employees, officers, agents and all other persons acting on Metra's behalf while on the Premises, or arising from the condition of the Premises during the Term of this Agreement, except to the extent such injuries or damages are caused by the negligence or willful misconduct of the Grantor. Notwithstanding anything in this Agreement to the contrary, the releases and waivers contained in this paragraph shall survive termination of this Agreement.

c) To the fullest extent permitted by law, the Grantor agrees to indemnify, defend and hold harmless Metra, the RTA and the NIRCRC, their respective directors, administrators, officers, agents, employees, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all injuries, liabilities, losses, damages, costs, payments and expenses of every kind and nature (including, without limitation, court costs and attorneys' fees) for claims, demands, actions, suits, proceedings, judgments, settlements arising out of or in any way relating to or occurring in connection with: (i) the activities permitted under the terms and provisions of this Agreement; (ii) the condition of the Premises; (iii) the failure to investigate claims; or (iv) which may occur to or be incurred, by the Grantor, its employees, officers, agents, and all other persons acting on its behalf while on the Premises, or, except to the extent such injuries, liabilities, losses, damages, costs, payments or expenses are caused by the negligence or willful misconduct of Metra, the RTA or the NIRCRC. Metra agrees to notify the Grantor in writing within a reasonable time of any claim of which it becomes aware which may fall within this indemnity provision. The Grantor further agrees to defend Metra, the RTA, the NIRCRC, their respective directors, administrators, officers, agents and employees against any claims, suits, actions or proceedings filed against any of them with respect to the subject matter of this indemnity provision provided, however, that Metra, the RTA and the NIRCRC, may elect to participate in the defense thereof at their own expense or may, at

their own expense, employ attorneys of their own selection to appear and defend the same on behalf of Metra, the RTA, the NIRCRC, and their respective directors, administrators, officers, agents or employees. The Grantor shall not enter into any compromise or settlement of any such claims, suits, actions or proceedings without the consent of Metra, the RTA and the NIRCRC, which consent shall not be unreasonably withheld.

d) To the fullest extent permitted by law, Metra agrees to indemnify, defend and hold harmless the Grantor, its administrators, officers, agents, employees, successors, assigns and all other persons, firms and corporations acting on its behalf or with its authority, from and against any and all injuries, liabilities, losses, damages, costs, payments and expenses of every kind and nature (including, without limitation, court costs and attorneys' fees) for claims, demands, actions, suits, proceedings, judgments, settlements arising out of or in any way relating to or occurring in connection with: (i) the activities permitted under the terms and provisions of this Agreement; (ii) the condition of the Premises; (iii) the failure to investigate claims; or (iv) which may occur to, or be incurred by, Metra, its employees, officers, agents, and all other persons acting on its behalf while on the Premises, or, except to the extent such injuries, liabilities, losses, damages, costs, payments or expenses are caused by the negligence or willful misconduct of the Grantor. The Grantor agrees to notify Metra in writing within a reasonable time of any claim of which it becomes aware which may fall within this indemnity provision. Metra further agrees to defend the Grantor, its administrators, officers, agents and employees against any claims, suits, actions or proceedings filed against any of them with respect to the subject matter of this indemnity provision, provided, however, that the Grantor may elect to participate in the defense thereof at its own expense or may, at its own expense, employ attorneys of its own selection to appear and defend the same on behalf of the Grantor, and its administrators, officers, agents or employees. Metra shall not enter into any compromise or settlement of any such claims, suits, actions or proceedings without the consent of the Grantor, which consent shall not be unreasonably withheld.

e) Notwithstanding anything to the contrary contained in this Agreement, the indemnities contained in this paragraph shall survive termination of this Agreement and the indemnification and hold harmless provisions set forth in this Agreement shall not be construed as an indemnification or hold harmless against and from the negligence or willful misconduct of Metra, the RTA or the NIRCRC with respect to any construction work performed by the Grantor or those performing on behalf of or with the authority of the Grantor in violation of the Illinois Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 et seq.

9. **CONSTRUCTION OF IMPROVEMENTS.**

(a) In all contracts executed by Grantor for maintenance of the Premises (including snow removal) or for the construction, rehabilitation, improvement, repair or maintenance of structures, facilities or improvements located on the Premises, or to be located on such Premises, Grantor will use its best efforts to require appropriate clauses to be inserted requiring contractors to indemnify, hold harmless and defend Metra, RTA and NIRCRC, their directors, employees, agents, licensees, successors and assigns from and against any and all risks, liabilities, claims, demands, losses, and judgments, including court costs and attorneys' fees, arising from, growing out of, or related in any way to work performed by such

contractor(s), or their officers, employees, agents or subcontractors, and their agents or employees.

(b) Grantor will further use its best efforts to cause appropriate clauses to be inserted in all such contracts requiring contractors to procure and maintain comprehensive policies of insurance, insuring contractor, Metra, RTA and NIRCRC, their directors, employees, agents, successors and assigns from and against any and all risks, liabilities, claims, demands, losses and judgments, including court costs and attorneys' fees, arising from, growing out of or in any way related to the work performed or to be performed by such contractor(s), whether or not any such liability, claim, demand, loss or judgment is due to or arises from the acts, omissions or negligence of such contractor(s), or their officers, employees, agents or subcontractors and their agents or employees.

10. **LIENS**. Neither Grantor nor Metra agree not to suffer or permit any lien of mechanics or materialmen to be placed against the Premises or any part thereof and, in case of any such lien attaching to the Premises, immediately to pay off and remove the same.

11. **PARKING REVENUES.**

a) All parking fees or other revenue derived from Municipality's use of the Premises and the Parking Deck ("**Revenues**") shall first be utilized for Routine Maintenance, Standard Maintenance and administrative expenses incurred from the operation of the Surface Spaces and Parking Deck.

b) Grantor shall establish and maintain adequate accounting records of all Revenues based on generally accepted accounting principles consistent with the manner Grantor maintains records of its other accounts in order to insure compliance with this Agreement. Grantor shall permit and shall require its contractors to permit Metra, RTA, NIRCRC or any other agency authorized to perform such audit and inspection, to reasonably inspect all work, material and other data and records with regard to the Revenue collected and to audit the books and accounts of Grantor with respect to the Parking Deck and Surface Spaces and its contractors with respect to said Revenues. Grantor shall make its records available to Metra at mutually convenient times. At the option of Metra, Metra and Grantor shall conduct a yearly joint inspection of the Premises to assure compliance with the terms of this Agreement.

12. **IMPROVEMENTS.** Grantor shall not make any material improvements to the Premises adverse to the terms of this Agreement without having first obtained the prior written consent of Metra, which consent shall not be unreasonably withheld, conditioned or delayed. Grantor shall submit to Metra all plans and specifications for improvements on or to any portion of the Premises (improvements shall not include such items of Routine Maintenance and Standard Maintenance, but shall include capital improvements, as described and referenced in Section 4 of this Agreement).

SECTION 3

GENERAL PROVISIONS

1. **NOTICES.** All notices, demands, and elections required or permitted to be given or made by either Party upon the other under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail, return receipt requested, with proper postage prepaid, delivered personally, or hand delivered by a courier service to the respective addresses shown below or to such other party or address as either Party may from time to time furnish to the other in writing. Such notices, demands, elections, and other instruments shall be considered delivered to recipient on the second business day after deposit in the U.S. Mail or on the day of delivery if delivered personally or hand delivered.

(a) Notices to Metra shall be sent to:

Commuter Rail Division
547 W. Jackson Boulevard
Chicago, Illinois 60661
Attn: Director, Real Estate and Contract Management
Phone: (312) 322-6696
Fax: (312) 322-6698

(b) Notices to Grantor shall be sent to:

City of Elmhurst
209 N. York Road
Elmhurst, Illinois 60126
Attn: City Manager
Phone: (630) 530-3000
Fax: (630) 530-3014

2. **MISCELLANEOUS.**

(a) For the Term of this Agreement, the terms, benefits, and privileges of this Easement shall be deemed and taken to be covenants and easements running with the Land and shall be binding upon the Grantor, its successors, assigns, transferees, and any persons from time to time having any interest in the Land.

(b) The captions of the Sections of this Agreement are for convenience and are not to be interpreted as part of this Agreement.

(c) If any provision of this Agreement, or any paragraph, sentence, clause, phrase, or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety

as so reconstituted, does not represent a material change to the rights or obligations of either of the Parties.

(d) No waiver of any obligation or default of Metra shall be implied from omission by Grantor to take any action on account of such obligation or default and no express waiver shall affect any obligation or default other than the obligation or default specified in the express waiver and then only for the time and to the extent therein stated.

(e) Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine, and neuter shall be freely interchangeable.

(f) In the event the time for performance hereunder falls on a Saturday, Sunday, or holiday, the actual time for performance shall be the next business day.

(g) This Agreement shall be governed by the internal laws of the State of Illinois.

This Agreement constitutes the entire contract between the Parties with respect to the subject matter of this Agreement, and may not be modified except by an instrument in writing signed by all the Parties and dated a date subsequent to the date of this Agreement.

3. **REMEDIES.**

(a) If the Grantor or Metra shall default in the performance of its obligations hereunder, then the non-defaulting party shall, in addition to all other remedies it may have at law or in equity, after thirty (30) business days' prior written notice to the defaulting party (or in the event of an emergency then after such notice as its practical under the circumstances), have the right, but not the obligation, to perform such obligation on behalf of such defaulting party and be reimbursed by such defaulting party for the cost thereof, together with interest thereon at the rate of five percent (5%) in excess of the corporate base rate of interest charged from time to time by Bank of America for commercial loans, plus reasonable attorney and collection fees. Notwithstanding the foregoing (except in the event of any emergency where the health, safety and welfare, or imminent harm is at stake, in which event the non-defaulting party can cure after such notice as is practical under the circumstances), the non-defaulting party shall not commence to cure any default or failure by the defaulting party, if the defaulting party commences to cure same within said thirty (30) business days' period and proceeds with due dispatch and diligence and in good faith to complete such cure. In addition, the non-defaulting party shall be entitled forthwith to obtain an injunction to specifically enforce the performance of such obligation, the parties hereby acknowledging the inadequacy of legal remedies and the irreparable harm which would be caused by any such breach; and/or to relief by all other available legal and equitable remedies from the consequences of such breach. All costs and expenses of any such proceeding shall be assessed against the defaulting party.

(b) No delay or omission of any party in the exercise of any right accruing upon any default of any other party shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other party shall not

be construed to be a waiver of any subsequent breach of or default in the same or any other provisions of this Agreement. Except as otherwise specifically provided in this Agreement, no remedy provided in this Agreement shall be exclusive, but each shall be cumulative with all other remedies provided in this Agreement, and at law or in equity.

(c) It is expressly agreed that no breach of the provisions of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement; but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason by of any breach of the provisions of this Agreement.

(d) In the event any party shall be delayed or hindered in or prevented from the performance of any act required to be performed by such party by reason of Acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, the act or failure to act of the other party, adverse weather conditions preventing the performance of work as certified to by an architect, war or other reason beyond such party's control, then the time for performance of such act shall be extended for a period equivalent to the period of such delay. Lack of funds or financial inability to perform shall not be deemed to be a cause beyond the control of such party.

IN WITNESS WHEREOF, the Grantor and Metra have caused this Agreement to be executed the day and year first above written.

CITY OF ELMHURST:

By: _____

Its: _____

Attest: _____

Its: _____

COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY:

By: _____
Alexander D. Clifford
Executive Director/CEO

Attest: _____

Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

The undersigned, a Notary Public in and for the above County and State, do hereby certify that William K. Tupper, Acting Executive Director of the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation ("Metra") and _____, Assistant Secretary of said Metra, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and to me personally known to be the Acting Executive Director and Assistant Secretary respectfully, appeared before me this day in person and severally acknowledged signing and delivering the instrument as their free and voluntary act, and as the free and voluntary act of Metra, being thereunto duly authorized for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20____.

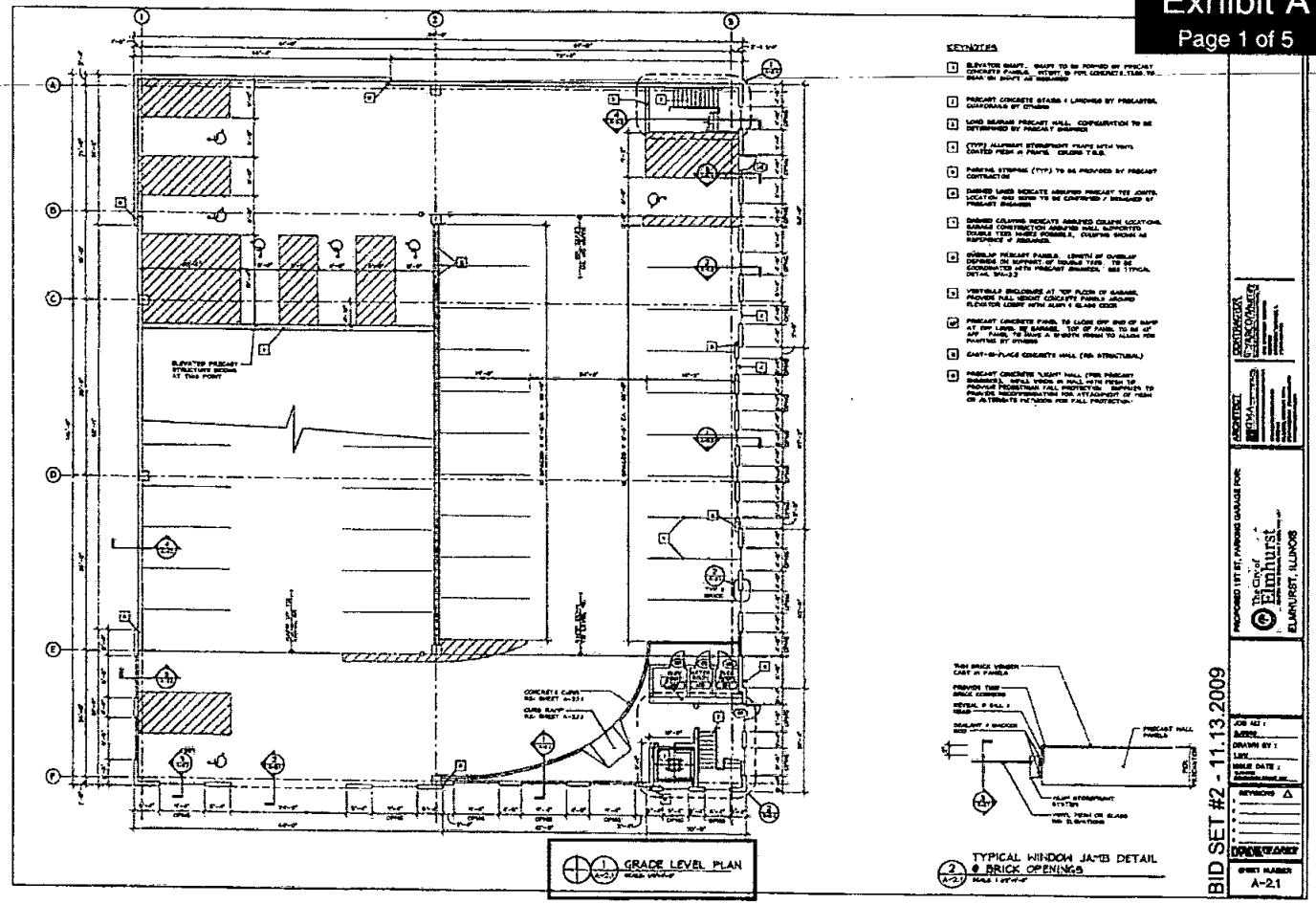
_____
Notary Public

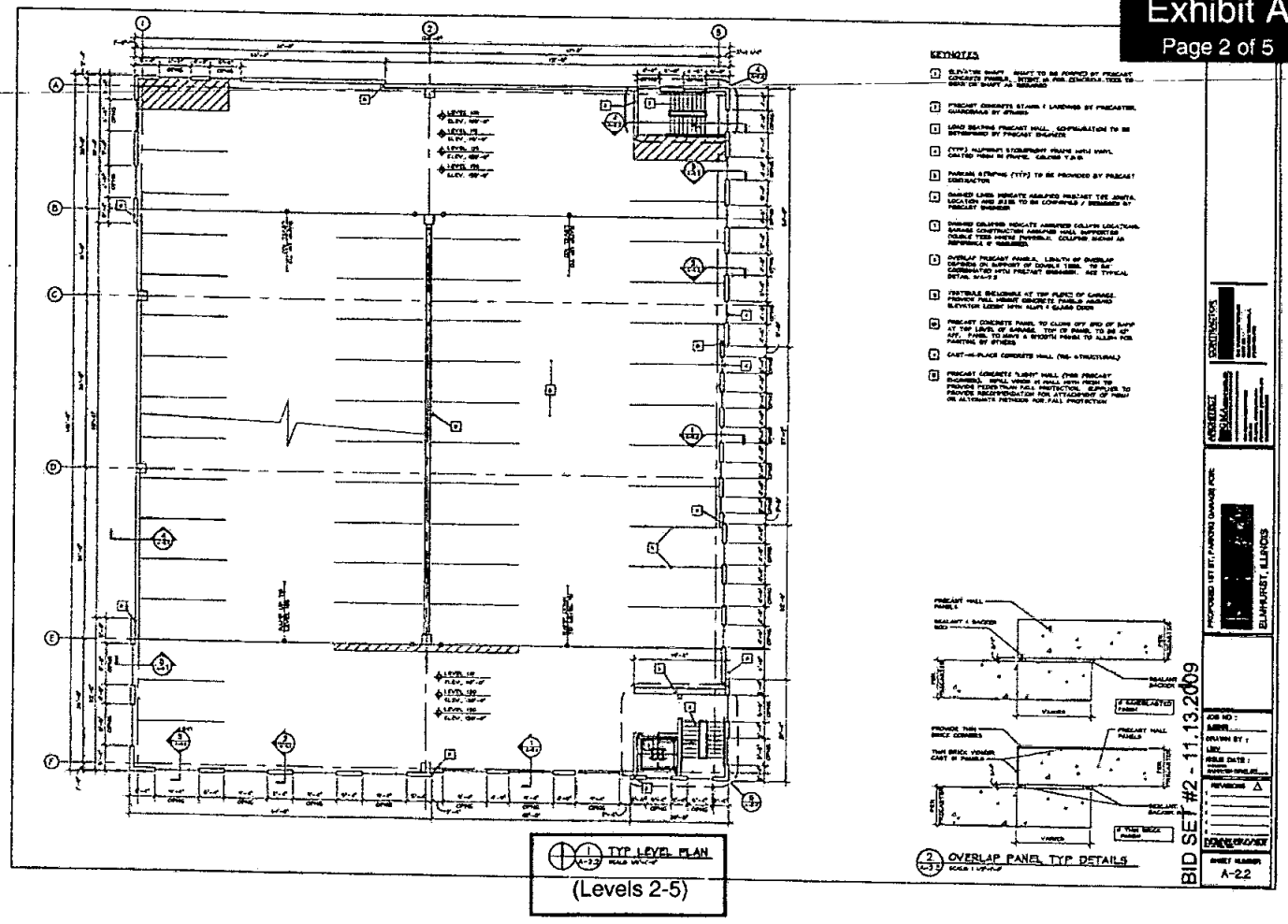
STATE OF ILLINOIS)
) SS
COUNTY OF _____)

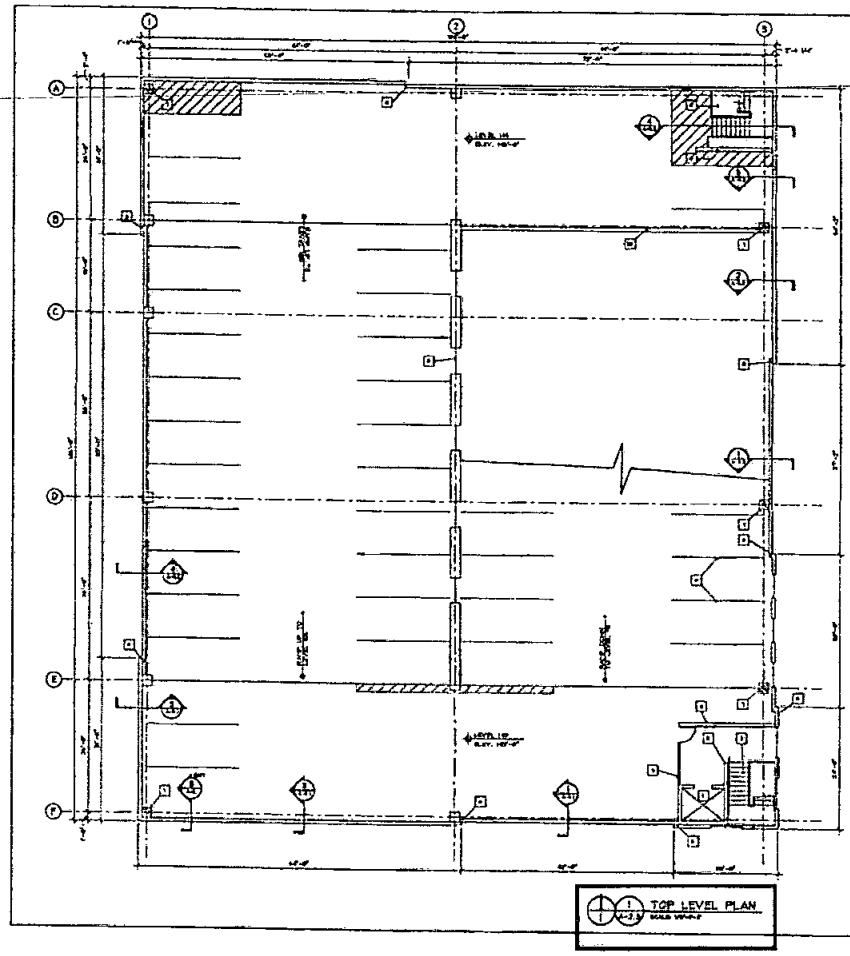
The undersigned, a Notary Public in and for the above County and State, do hereby certify that _____, the _____ of the City of Elmhurst, an Illinois municipal corporation ("City") and _____, the _____ of the City, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and to me personally known to be the _____ and the _____ respectfully, appeared before me this day in person and severally acknowledged signing and delivering the instrument as their free and voluntary act, and as the free and voluntary act of the City, being thereunto duly authorized for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20____.

_____
Notary Public


GRADE LEVEL PLAN
TYPICAL WINDOW JAMB DETAIL @ BRICK OPENINGS
BID SET #2 - 11.13.2009
A-2.1
ELMHURST, ILLINOIS


KEYNOTES
TYP LEVEL PLAN
(Levels 2-5)
OVERLAP PANEL TYP DETAILS
BID SET #2 - 11.13.2009
ELMHURST, ILLINOIS
A-22



KEYNOTES

1. ELEVATOR SHAFT. SHAFT TO BE FRAMED BY PRECAST CONCRETE PANELS. ATTACH TO PRE CONCRETE TRUSS TO BEAM ON SHAFT AS REQUIRED
2. PRECAST CONCRETE STAIRS + LANDINGS BY PRECASTER. GUARDRAILS BY OTHERS
3. LOAD BEARING PRECAST WALL. CONFIGURATION TO BE DETERMINED BY PRECAST ENGINEER
4. (TYP.) ALUMINUM STOREFRONT FRAME WITH VINYL SPANDREL PER UI PLANS. COLORS T.B.D.
5. PAINTING STRIPING (TYP.) TO BE PROVIDED BY PRECAST CONTRACTOR
6. DASHED LINES INDICATE ANALYZED PRECAST TEE JOINTS LOCATION AND MUST TO BE CONFIRMED / DIMENSIONED BY PRECAST ENGINEER
7. DASHED COLUMN INDICATE ANALYZED COLUMN LOCATIONS. GARAGE CONSTRUCTION ANALYZED WALL SUPPORTED DOUBLE TEES WHERE PERIMETER COLUMNS DATA. AS REFERENCE IF REQUIRED.
8. OVERLAP PRECAST PANELS. LENGTH OF OVERLAP DEPENDS ON SUPPORT OF DOUBLE TEES. TO BE DETERMINED BY THE PRECAST ENGINEER. SEE TYPICAL DETAIL 3/A-2.2
9. VESTIBULE ENCLOSURE AT TOP FLOOR OF GARAGE. PROVIDE FULL HEIGHT CONCRETE PANELS AROUND ELEVATOR LOBBY WITH ALUM + GLASS DOOR.
10. PRECAST CONCRETE PANEL TO CLOSE OFF END OF RAMP AT TOP LEVEL OF GARAGE. TOP OF PANEL TO BE 42" A.F.F. PANEL TO HAVE A SMOOTH FINISH TO ALLOW FOR PAINTING OF STRIPES
11. CAST-IN-PLACE CONCRETE WALL (S.E. STRUCTURAL)
12. PRECAST CONCRETE "LIGHT" WALL (TYP. PRECAST SUPPLIER) REFER WORK IN WALL WITH PERM TO PROVIDE PEDESTRIAN FALL PROTECTION. SUPPLIER TO PROVIDE RECOMMENDATION FOR ATTACHMENT OF PERM OR ALTERNATE METHODS FOR FALL PROTECTION

CONTRACTOR

ARCHITECT

PROPOSED 1ST ST. PARKING GARAGE FOR:
ELMHURST, ILLINOIS

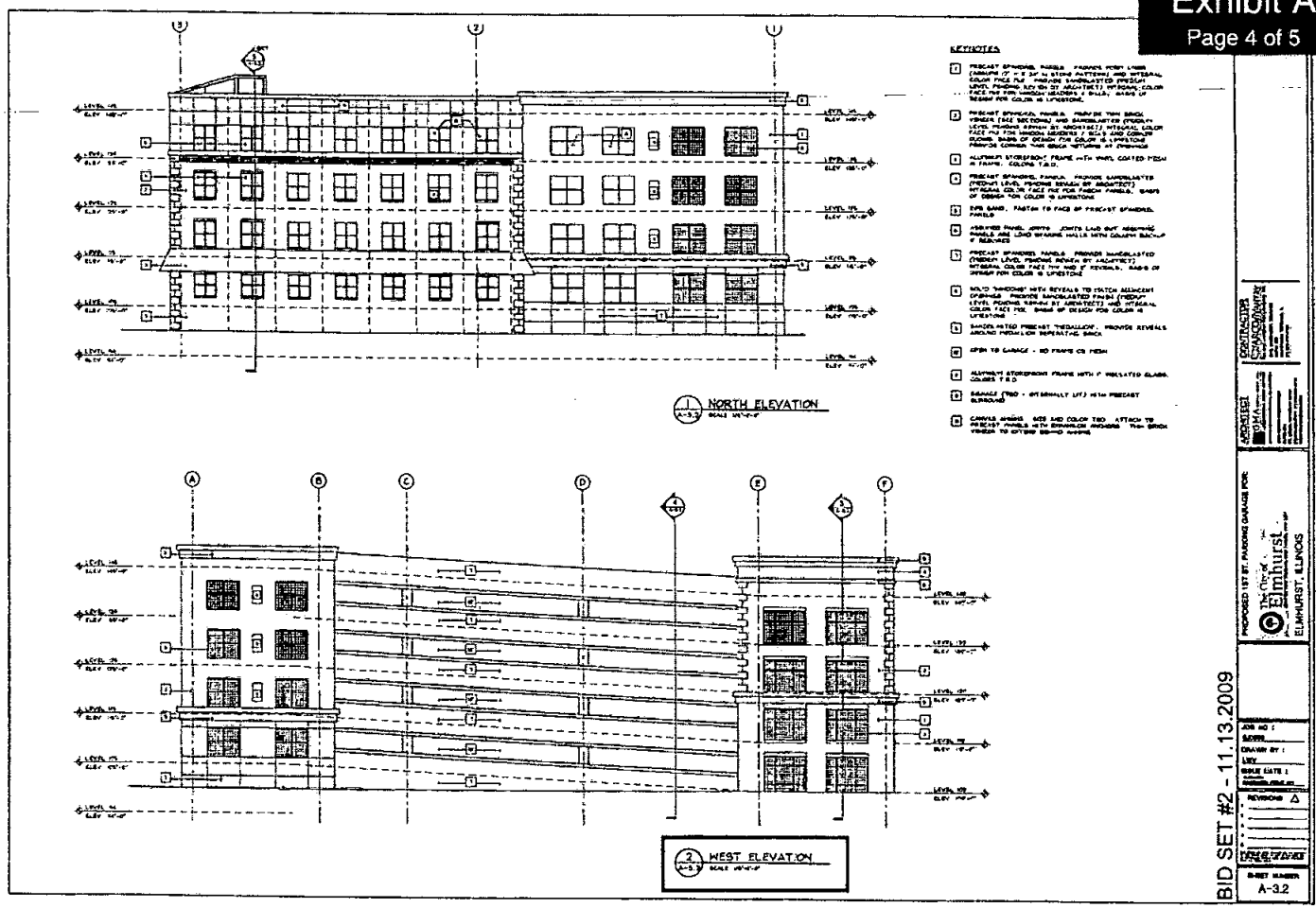
JOB NO :
DRAWN BY :
DATE :

REVISIONS

DONE/CHECKED

SHEET NUMBER
A-2.3

BID SET #2 - 11.13.2009


NORTH ELEVATION
WEST ELEVATION
KEYNOTES
BID SET #2 - 11.13.2009
The City of Elmhurst
ELMHURST, ILLINOIS
A-3.2

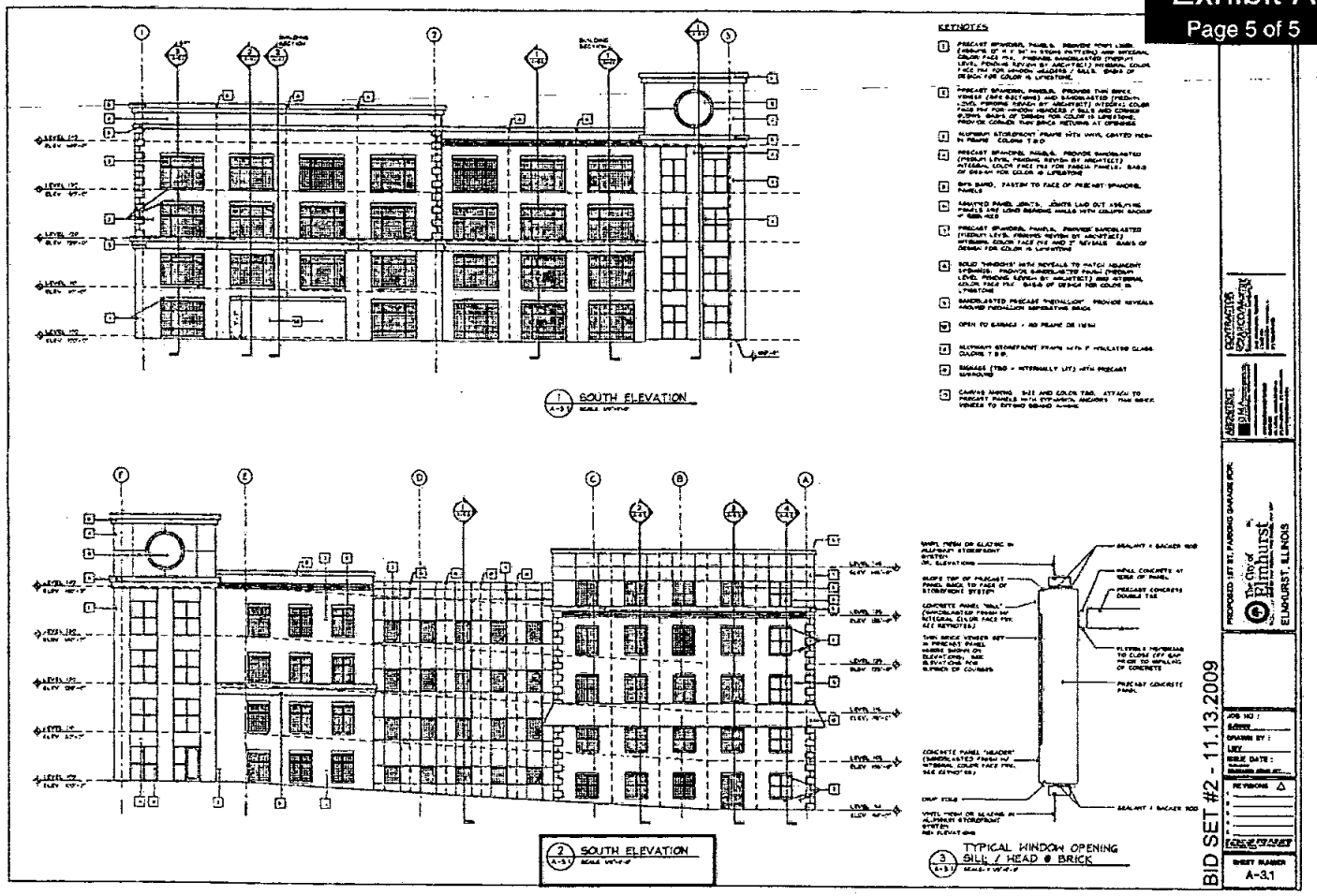

KEYNOTES
1 SOUTH ELEVATION
2 SOUTH ELEVATION
3 TYPICAL WINDOW OPENING SILL / HEAD @ BRICK
PROPOSED 1ST ST. PARKING GARAGE FOR:
The City of Elmhurst
ELMHURST, ILLINOIS
BID SET #2 - 11.13.2009
A-3.1

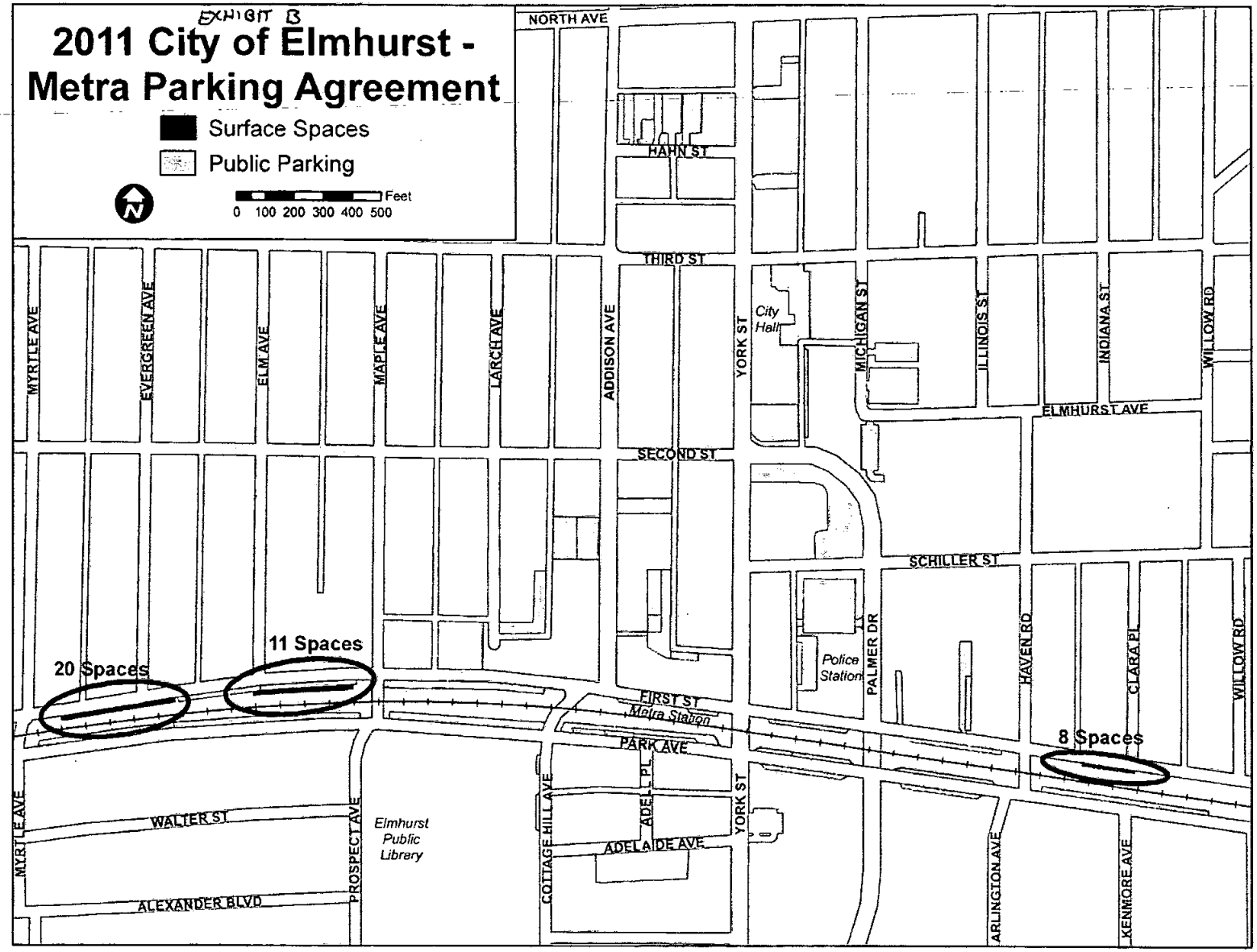
EXHIBIT B

2011 City of Elmhurst - Metra Parking Agreement

Surface Spaces

Public Parking

Feet
0 100 200 300 400 500



Metra

Exhibit C

INSURANCE REQUIREMENTS

REQUISITION NUMBER _____ SPECIFICATION NUMBER _____

EVENT N/A DATE OF EVENT N/A

The Contracting Entity shall take out and maintain during the life of this contract/event, the following insurance as specified by the insertion of policy limits and such other insurance as the Commuter Rail Division of the Regional Transportation Authority and its affiliated separate public corporation known as the Northeast Illinois Regional Commuter Railroad Corporation, both operating under the service mark Metra, may from time to time require.

TYPE OF COVERAGE	GENERAL POLICY HOLDER RATING OF A OR BETTER	FINANCIAL RATING OF VII OR BETTER As Published By Best's Key Rating Guide	AMOUNT REQUIRED
1. WORKERS' COMPENSATION: Coverage A - Statutory Coverage B - $ 500,000	A	VII	$ 500,000 Limits of Liability
2. COMPREHENSIVE GENERAL LIABILITY (BROAD FORM): Bodily Injury Liability & Property Damage Liability (combined)	A	VII	$ 1,000,000 Each Occurrence $ 2,000,000 Aggregate
3. EXCESS COMPREHENSIVE GENERAL LIABILITY-EXCESS OF PRIMARY LIMITS (2) Bodily Injury Liability & Property Damage Liability (combined)			$ N/A Each Occurrence $ N/A Aggregate
4 AUTOMOBILE LIABILITY: Bodily Injury Liability & Property Damage Liability (combined)	A	VII	$ 1,000,000 Combined Single Limit
5. OTHER INSURANCE			$ N/A

Additional Insured shall be as follows: The Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, and its affiliated separate public corporation known as the Northeast Illinois Regional Commuter Railroad Corporation, both operating under the service mark Metra as now exists of may hereafter be constituted or acquired, and the Regional Transportation Authority, an Illinois municipal corporation, and

The Contracting Entity shall not commence work herein until it has obtained the required insurance and has received approval of such insurance by Metra. Certificates of insurance indicating amounts and coverages in force shall be furnished to Metra, within thirty (30) calendar days after award of the contract.

All policies are in effect at this time and will not be cancelled, modified, limited or allowed to expire without renewal until 30 days written notice has been given to Metra. Such notice shall be sent by certified mail to Metra, care of the Risk Management Director, 15th Floor, 547 W. Jackson, Chicago, Illinois 60661

The Contracting Entity's Comprenensive General liability Insurance Policy will insure all liabilities assumed by the Contracting Entity under the provisions of the Hold Harmless and Indemnity Clause contained in the contract. The Contracting Entity shall be responsible for arranging that all subcontractors/sub-tenants maintain the necessary insurance requirements.

Please call Kerry Brunette (312-322-6991) or Craig Kalck (312-322-7073) should you have any questions regarding the insurance requirements.

O-29-2011

AN ORDINANCE AUTHORIZING THE PURCHASE OF A REPLACEMENT RETURN ACTIVATED SLUDGE PUMP FOR THE ELMHURST WASTEWATER RECLAMATION FACILITY

WHEREAS, it is necessary for the City of Elmhurst (hereinafter the "City") to replace the return activated sludge pump (hereinafter the "Pump") which has been in service at the Elmhurst Wastewater Reclamation Facility (hereinafter the "Facility") since 1990; and

WHEREAS, the Pump is an essential part of the liquid/solid separation process at the Facility; and

WHEREAS, a WEMCO Model F10K-HD Hidrostal Pump (hereinafter "WEMCO Pump") is an exact replacement of the existing Pump; and

WHEREAS, Lai, Ltd. (hereinafter "Lai") is the single-source for the purchase of the WEMCO Pump; and

WHEREAS, because of the unique circumstances surrounding the replacement of the Pump, it is necessary that the City waive competitive bidding; and

WHEREAS, the corporate authorities of the City have the authority, pursuant to Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1), when it is in the best interests of the City, to waive competitive bidding for public improvement projects if authorized by a vote of two-thirds (2/3) vote of the Aldermen then holding office; and

WHEREAS, Section 3.20 of the Elmhurst Municipal Code requires that any purchase over Twenty Thousand Dollars ($20,000.00) be competitively bid unless such requirement is waived by a vote of two-thirds (2/3) of the Aldermen then holding office; and

WHEREAS, Lai has agreed to provide the City with one (1) WEMCO Pump; and

WHEREAS, in the opinion of the majority of the corporate authorities of the City, it is advisable, necessary and in the public interest that the City contract for the purchase of one (1)

Copies To All
Elected Officials
06/30/11

WEMCO Pump from Lai, in the total amount of Thirty-Two Thousand Five Hundred Fifty-Six ($32,556.00) Dollars.

NOW THEREFORE BE IT ORDAINED 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 Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2: The corporate authorities of the City hereby determine that competitive bidding for the purchase of one (1) WEMCO Pump is hereby dispensed with and waived.

Section 3: It is hereby determined that the City has a satisfactory relationship with Lai, and it is advisable, necessary and in the public interest that the City purchase one (1) WEMCO Pump from Lai, in the total amount of Thirty-Two Thousand Five Hundred Fifty-Six ($32,556.00) Dollars.

Section 4: This Ordinance shall be in full force and effect upon its passage by two-thirds (2/3) vote of the Aldermen 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

259232-1

COUNCIL ACTION SUMMARY

SUBJECT:

Ordinance to approve and authorize the purchase of one (1) WEMCO Pump from Lai, in the total amount of Thirty-Two Thousand Five Hundred Fifty-Six ($32,556.00) Dollars to replace the existing return activated sludge pump at the Elmhurst Wastewater Reclamation Facility.

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the Public Works and Buildings Committee, the City Attorney prepared an ordinance to authorize the purchase of one (1) WEMCO return activated sludge pump from Lai, Ltd. Because of the unique circumstances surrounding the purchase of the WEMCO Pump, competitive bids were not feasible. The purchase of the WEMCO Pump will require a two-thirds (2/3) approval vote by the Aldermen.

O-30-2011

AN ORDINANCE AUTHORIZING A FIFTH LOAN MODIFICATION AGREEMENT FOR THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS

WHEREAS, the City of Elmhurst, DuPage and Cook Counties, Illinois (the "City") is a Home Rule Municipality under Subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said Section 6, the City may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, the City has heretofore implemented tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et. seq., as amended, (hereinafter referred to as the "Act") for those tax increment financing districts in the City known as TIF I (Downtown), TIF II (Lake Street) and TIF III (Rt. 83/St. Charles) (the "TIF Districts"); and

WHEREAS, the City Council (the "Corporate Authorities") of the City has heretofore authorized and entered into with Fifth Third Bank, Elmhurst, Illinois, (hereinafter referred to as the "Bank") a taxable loan facility that has been used to finance redevelopment activities including but not limited to the acquisition of real property, concerning any or all of City's TIF Districts; and

WHEREAS, the City and the Bank now desire to modify and extend the maturity of the taxable loan facility and have caused the preparation of a document entitled "Fifth Loan Modification Agreement", dated as of October 31, 2011, (the "Fifth Loan Modification Agreement"); and

WHEREAS, the Corporate Authorities have determined to utilize funds borrowed pursuant to this Fifth Loan Modification Agreement for projects concerning any or all of the City's TIF districts; and

WHEREAS, the Corporate Authorities have determined that said Fifth Loan Modification Agreement will serve a lawful corporate purpose and be in the best interest of the City.

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

SECTION 1. The Fifth Loan Modification Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, is hereby approved and the Mayor and City Clerk are hereby authorized and directed to immediately execute and attest to the execution of said Agreement on behalf of the City.

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SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This Ordinance shall be in full force and effect after passage and publication according to law.

ADOPTED this ____ day of _____, 2011, pursuant to a roll call vote as follows:

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

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance Authorizing A Fifth Loan Modification Agreement Between the City and Fifth Third Bank

ORIGINATOR: City Attorney/ Director of Finance

DESCRIPTION OF SUBJECT MATTER:

As the Council will recall, a committee report was approved authorizing the renewal of the line of credit with Fifth Third Bank, extending the term of the loan for three years to 2011. The line of credit was originally entered into in 1994 to fund redevelopment activities in the Industrial Development TIF, specifically on the south side of Lake Street west of Walnut. A three year extension was approved in July, 2005 (expiring July 31, 2008) and a three year extension was approved in July, 2008 (expiring July 31, 2011). Fifth Third Bank has agreed to renew the existing obligation with an additional extension with a new maturity date of October 31, 2011 and a "floating" interest rate based on three (3) month LIBOR plus 46.66 basis points. The current outstanding balance is $-0-. The ordinance provides that these line of credit funds can be used for any project in any of the TIF districts.

Attached for Council consideration is an ordinance approving the Fifth Loan Modification Agreement between the City of Elmhurst and Fifth Third Bank.

FIFTH LOAN MODIFICATION AGREEMENT

This Fifth Loan Modification Agreement (this "Agreement") is made as of the 31st day of July, 2011, by and between Fifth Third Bank, a Michigan banking corporation (said bank together with its successors and assigns, including each and every holder from time to time of the Note (as hereinafter defined) being hereinafter referred to as "Lender") and the City of Elmhurst, DuPage and Cook Counties, Illinois, an Illinois municipal corporation and home rule unit of government (the "Borrower").

WITNESSETH:

WHEREAS, Lender and Borrower entered into a certain Loan Agreement dated as of July 31, 1994 and Loan Modification Agreements dated July 31, 1999, July 31, 2002 and July 31, 2005 and July 31, 2008, in which agreements Lender agreed to advance to the Borrower certain funds pursuant to the terms of those Loan Agreements; and

WHEREAS, advances under the Loan Agreements are evidenced by a Taxable General Obligation Note, Series 1994 dated as of July 31, 1994 issued by Borrower in favor of Lender in the original principal amount of $4,500,000.00 (together with any amendments, modifications, renewals or extensions thereof shall be referred to as the "Note"); and

WHEREAS, Lender and Borrower desire to amend the Loan Agreements and Note, as provided herein.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

I. MODIFICATIONS.

A. Definitions. The Loan Agreement, the First, Second, Third, Fourth and Fifth Loan Modification Agreements, the Note and all other documents and instruments executed pursuant thereto are referred to collectively herein as the "Loan Documents". Unless otherwise defined herein, all capitalized terms shall have the meaning given them in the Loan Documents.

B. Extension of Maturity.

1. The Note is hereby amended to reflect the following:

a) the Maturity Date is extended to October 31, 2011; and

b) the interest rate on the Note shall be recalculated on July 31, 2011 and shall be equal to the three (3) month LIBOR rate plus 46.66 basis points; and

c) the current principal balance outstanding on the Note is $-0-.

2. Section 1.3(c) of the Loan Agreement shall be amended in its entirety to read as follows:

> "(c) The entire outstanding principal balance of the Loan, accrued interest thereon, and other amounts payable by Borrower under the terms of the Loan Documents shall be due and payable on October 31, 2011 (the "Maturity Date")."

3. To the extent applicable, each of the Loan Documents is hereby amended to provide that the indebtedness evidenced by the Note shall mature on October 31, 2011, and to change any reference to the maturity of Borrower's indebtedness to Lender to October 31, 2011.

II. CONDITIONS PRECEDENT. The agreement by Lender to amend the Loan Documents as provided herein shall be subject to Lender's receipt of the following documents duly executed in form and content satisfactory to Lender in its sole discretion.

A. Ordinance. A certified copy of Ordinance No. O-__-2011 of Borrower evidencing approval of this Fifth Loan Modification Agreement and authorization to execute the appropriate Loan Documents, and also certifying the names, titles and signatures of the officers of Borrower who are authorized to sign this Agreement and any other Loan Documents.

B. Opinion of Counsel. An opinion from Borrower's Counsel, Storino, Ramello & Durkin addressing such matters as Lender may request, including, without limitation, the following:

1. Borrower is duly organized and validly existing as a municipal corporation and home rule unit of government of the State of Illinois.

2. The execution, delivery and performance of this Fifth Loan Modification Agreement has been duly authorized by all necessary action, do not require any other authorizations or consents, and do not violate any law, rule, regulations, order, writ, judgment, indenture instrument or agreement binding upon Borrower.

3. This Fifth Loan Modification Agreement and the other current Loan Documents have been duly executed and constitute legal, valid and binding obligations of the Borrower, enforceable in accordance with their terms, except as such enforcement may be limited by applicable bankruptcy and insolvency laws.

III. REPRESENTATIONS, COVENANTS AND WARRANTIES.

A. The Borrower, by execution of this Agreement, hereby reaffirms, ratifies and remakes the covenants, warranties and representations contained in the other Loan Documents. Further, the Borrower represents and warrants that to date no Event of Default has occurred or is continuing.

B. The Borrower represents that the financial statements and annual audit reports are provided to Lender under the Loan Agreements, as well as all other financial information it has provided to Lender, is correct and complete and presented fairly the results of its operations and its financial position for such stated periods.

IV. MISCELLANEOUS.

A. Expenses. The Borrower agrees to pay Lender upon demand for all reasonable expenses incurred by the Lender in connection with this Fifth Loan Modification Agreement as the parties have otherwise agreed, as well as for any enforcement of Borrower's obligations under this Fifth Loan Modification Agreement and the other Loan Documents.

B. Counterparts. This Agreement may be executed in as many counterparts as may be deemed necessary or convenient, each of which, when so executed, shall be deemed an original but all such counterparts shall constitute but one and the same agreement.

C. Waiver and Release of Claims/Disclaimer of Reliance. Borrower represents to the Lender that is has no defenses, setoffs, claims or counterclaims of any kind or nature whatsoever against the Lender in connection with the Loan Documents or any extensions or modifications thereof or any action taken or not taken by the Lender with respect thereto. Without limiting the generality of the foregoing, and in consideration of Lender's agreements hereunder, Borrower hereby releases and forever discharges the Lender, its affiliates and each of their officers, agents, employees, attorneys, insurers, successors and assigns (collectively the "Released Parties"), from and against any and all liabilities, rights, claims, losses, expenses, or causes of action, known or unknown, arising out of any action or inaction by and of the Released Parties to the date hereof with respect to the Loan Documents or this Agreement, or any matter in any way related thereto or arising in conjunction therewith. Borrower also waives, releases, and forever discharges the Released Parties and each of them from and against any and all known or unknown rights to setoff, defenses, claims, counterclaims, causes of action any other bar to the enforcement of this Agreement or the Loan Documents. Borrower expressly disclaims any reliance on any oral representation made by the Lender with respect to the subject matter of this Agreement.

D. Original Documents. Except as otherwise specifically modified or amended by the terms of this Agreement, the Loan Documents and all provisions contained therein shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed personally or by their respective officers thereunto duly authorized as of the date first written above.

LENDER:

FIFTH THIRD BANK, a Michigan banking Corporation

By: _____
Name: _____
Title: _____

BORROWER:

CITY OF ELMHURST
DuPage and Cook Counties, Illinois

By: _____
Name: Peter P. DiCianni
Title: Mayor

MCO-08-2011

AN ORDINANCE ESTABLISHING WASTEWATER TREATMENT RATES FOR PRIVATE WELL USERS

BE IT AND IT IS HEREBY ORDAINED by the City Council of the City of Elmhurst, DuPage and Cook Counties, Illinois, as follows:

SECTION 1. That Chapter 29 of the Elmhurst Municipal Code be amended as follows:

29.10 Wastewater Service Charges

(a) Charges for the treatment of wastewater generated by premises served by a privately owned well shall be as follows:

Unmetered wells:	$80.86 (Bi-monthly rate)
Metered wells:	As set forth in Section 7.201 of the Elmhurst Municipal Code.

(b) In the event of non-payment of the charges under Section 29.10, the provisions of Section 7.209 of the Elmhurst Municipal Code shall apply as if fully set forth herein.

SECTION 2. All ordinances or parts of ordinances in conflict with this ordinance are hereby amended to the extent of the conflict.

SECTION 3. This ordinance shall be in full force and effect after passage and publication according to law.

Approved this _____ day of _____, 2011.

_____
Peter P. DiCianni III, Mayor

Passed this _____ day
of _____, 2011.
Ayes:_____ Nays:_____

_____
Patty Spencer, City Clerk

SewrRatesWellUserOrd11

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COUNCIL ACTION SUMMARY

SUBJECT: Ordinance – Establishing Wastewater Treatment Rates for Private Well Users

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Attached for Council consideration is an ordinance establishing wastewater treatment rates for those premises served by private wells. Wastewater treatment charges are based on water usage. In the case of privately owned wells, there is typically no water meter and thus no means for determining wastewater treatment usage and charges. There are currently twenty-one customers that have private wells. This ordinance establishes a flat bi-monthly fee for such service, which reflects an 8% adjustment that is consistent with the adjustment to wastewater treatment rates for those premises served by the City water system. The ordinance also provides that the procedures to be followed in the event of non-payment are the same as with premises connected to the City water system.

MCO-09-2011

AN ORDINANCE APPROVING A TEXT AMENDMENT TO THE CITY OF ELMHURST BUILDING CODE

WHEREAS, the City of Elmhurst ("City") maintains the City's Building Code ("Building Code"), which is codified in Chapter 24 of the City's Municipal Code; and

WHEREAS, the City's Building Code has adopted the 2003 International Building Code ("IBC 2003"); and

WHEREAS, the City Council deems it reasonable and prudent to periodically review said Building Code and make necessary changes; and

WHEREAS, the City is authorized to propose text amendments to the City's Building Code; and

WHEREAS, the City has requested to amend Section 49.3403.1(c)(1) of IBC 2003 for purposes of clarifying the "dwelling" exception of the requirement under such section for the installation of automatic fire suppression systems to apply only where the building is a detached one and two family dwellings and townhomes; and

WHEREAS, public hearing to consider a text amendment to said Building Code had been conducted by the City Development, Planning and Zoning Committee ("DPZ") on June 13, 2011, pursuant to appropriate and legal notice; and

WHEREAS, during said public hearing, all persons desiring to be heard were afforded an opportunity to give testimony and make comments for the record; and

WHEREAS, the DPZ after considering all evidence and testimony at the public hearing, issued its report recommending approval of the text amendments described herein on June 14, 2011; and

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WHEREAS, the City Council has considered the recommendation of the DPZ.

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

Section 1. The foregoing recital clauses to this Ordinance are adopted as the findings of the Corporate Authority of the City of Elmhurst and are incorporated herein by specific reference.

Section 2. Section 49.3403.1(c)(1) of IBC 2003 is hereby amended to read as follows (amendment language in bold):

> Section 49.3403.1(c) – Automatic fire suppression systems shall be installed in all areas of all buildings constructed, altered or at the time of any addition is made thereto, except as follows:
> 1. In **detached** on and two family dwellings and townhomes.

Section 3. Any ordinance or portion of any ordinance in conflict with the provisions of this Ordinance is repealed solely to the extent of such conflict.

Section 4. This Ordinance shall be in full force and effect ten (10) days after its passage, approval and publication in the manner provided by law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ADOPTED this ____ day of _____, 2011, pursuant to a roll call vote as follows:

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

COUNCIL ACTION SUMMARY

SUBJECT: Ordinance – To approve a City-requested text amendment to the Building Code, to amend Section 49.3403.1(c)(1) of the 2003 International Building Code, for the purpose of amending the "dwelling" exception to the requirement of installing automatic fire suppression systems to apply to only detached one and two family dwellings and townhomes.

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the Development, Planning and Zoning Committee, an ordinance approving a text amendment to the Building Code to amend the "dwelling" exception to the requirement of installing automatic fire suppression systems to apply to only detached one and two family dwellings and townhomes. This amendment is for clarification and is consistent with the City's application of "dwelling" exception of this section to detached dwellings only.

Case No. 11-ZBA-05

ZO-04-2011

AN ORDINANCE GRANTING A WALL SIGN VARIATION FOR THE PURPOSE OF INSTALLING SEVEN (7) WALL SIGNS ON THE PROPERTY COMMONLY KNOWN AS 538 WEST ST. CHARLES ROAD (P.I.N. 06-10-211-026)

WHEREAS, the City of Elmhurst has heretofore adopted an Ordinance entitled "Elmhurst Zoning Ordinance"; and

WHEREAS, Section 3.8 *et seq.* of the Elmhurst Zoning Ordinance sets forth the authority and standards of the granting of variations to the Zoning Ordinance; and

WHEREAS, 538 Elmhurst, LLC, an Illinois limited liability company (Jason Smith) ("Applicant") is the owner of certain property legally described as follows:

> Lot 1 in Chase Plaza Resubdivision, being a subdivision of part of the northeast quarter (1/4) of Section 10, Township 39 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded January 22, 2009, as Document R2009-008239, in DuPage County, Illinois.

P.I.N. 06-10-211-026

Commonly known as 538 West St. Charles Road, Elmhurst, Illinois ("Subject Property"); and

WHEREAS, the Subject Property is located within the C2 Commercial Zoning District, the regulations of which limit individual wall signs to a maximum of twenty-five (25) square feet; and

WHEREAS, the Applicant has submitted its application for a variation to permit seven (7) wall signs ranging from 33.4 square fee to 110 square feet, totaling 459.48 square feet (411.48 square feet are the seven (7) wall signs, with the remaining 48 square feet a previously approved monument sign) on the Subject Property; and

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WHEREAS, on April 14, 2011, the Zoning Board of Appeals conducted a public hearing at Elmhurst City Hall, 209 North York Street, Elmhurst, Illinois, in connection with the aforesaid application, after notice of said hearing was duly given; and

WHEREAS, on May 11, 2011, the Zoning Board of Appeals filed its report of findings and recommendations on the aforesaid variation, recommending that the same be granted; and

WHEREAS, on June 13, 2011, the Development, Planning and Zoning Committee (the "Committee") of the City Council deliberated and on June 14, 2011, issued its report recommending approval of such variation; and

WHEREAS, all applicable requirements of Section 3.8 of the Elmhurst Zoning Ordinance relating to the granting of variation have been met, including but not limited to, the determinations provided in 3.8-5.

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

Section 1: That the recitals hereto are incorporated as part of this Ordinance.

Section 2: That the City Council adopts the following findings of fact:

a) That the plight of the owners is due to unique circumstances. The Subject Property is located in a C2 unique Commercial District requiring improved signage visibility to Route 83. The Applicant has agreed to certain off-site improvements, at its cost, on City-owned adjacent property to enhance visibility.

b) That the variation will not alter the essential character of the neighborhood. The Subject Property is located on the south side of St. Charles Road, immediately across the street from a regional shopping center, which also provides signage exceeding C2 Commercial Zoning District requirements. The requested sign variation and

proposed signage is in keeping with and will not change the commercial character of the neighborhood and will not be visible to the residential property to the south.

c) That the Subject Property cannot yield a reasonable return or provide the owners a reasonable enjoyment of the property if permitted to be used only under the conditions allowed by the regulations in its zone. Given the location of the Subject Property, the proposed sign variation will provide necessary visibility to commercial traffic in the vicinity, providing a reasonable return and enjoyment of the Subject Property, not otherwise available under the strict regulations.

Section 3: That variation to Section 11-16-4 of the Elmhurst Zoning Ordinance is hereby granted to permit seven (7) wall signs, each in excess of twenty-five (25) square feet, ranging from 33.4 square feet to 110 square feet, totaling not more than 459.84 square feet (411.48 square feet are the seven (7) wall signs, with the remaining 48 square feet a previously approved monument sign) on the Subject Property, subject to the condition that the variation granted hereby and the use of the Subject Property be in accordance with the evidence submitted to, and the recommendation of, the Zoning Board of Appeals.

Section 4: That the City Clerk is directed to transmit a copy of this Ordinance to Darrell Whistler, Chairman, Zoning Board of Appeals; Nathaniel J. Werner, Zoning and Planning Administrator; and Applicant, c/o Jason Smith.

Section 5: All ordinances or parts of ordinances in conflict with this Ordinance are hereby amended to the extent of the conflict.

Section 6: This Ordinance shall be in full force and effect after passage and publication according to law.

ADOPTED this ____ day of _____, 2011 pursuant to a roll call vote as follows:

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

COUNCIL ACTION SUMMARY

SUBJECT: Ordinance Granting a Sign Variation, 538 West St. Charles Road (P.I.N. 06-10-211-026)

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Attached for Council consideration is an ordinance which granting a sign variation to permit seven (7) wall signs, each in excess of twenty-five (25) square feet, ranging from 33.4 square feet to 110 square feet, totaling not more than 459.84 square feet (411.48 square feet are for the seven (7) wall signs) for the development to be located at 538 North St. Charles Road.

R - 22 - 2011

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A FIRST AMENDED AND RESTATED DECLARATION OF TRUST FOR THE ILLINOIS METROPOLITAN INVESTMENT TRUST

WHEREAS, the City of Elmhurst (the "City"), desires to participate in the joint investment of certain of its funds in accordance with the Constitution and laws of the State of Illinois (the "State");

WHEREAS, the Intergovernmental Cooperation Act, as amended (the "Cooperation Act"), provides a statutory framework that supplements the constitutional grant of intergovernmental cooperation powers found in said Section 10 of Article VII;

WHEREAS, Section 3 of the Cooperation Act provides that "[a]ny power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of [the]m State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of [the] State . . . except where specifically and expressly prohibited by law";

WHEREAS, Section 5 of the Cooperation Act, provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party of the contract;

WHEREAS, such contract shall set forth fully the purposes, powers, rights, objectives and responsibility of the contracting parties;

WHEREAS, Section 1-1-5 of the Illinois Municipal Code, as amended (the "Municipal Code"), provides amount other things, that the corporate authorities of each municipality may exercise jointly, with one or more other municipal corporations or governmental subdivisions or districts, all of the powers set forth in the Municipal Code;

WHEREAS, Section 3.1-35-50 of the Municipal Code provides, among other things, that each municipal treasurer is permitted to join with other municipal treasurers or municipalities for the purpose of investing the municipal funds of which the treasurer has custody;

WHEREAS, pursuant to a Declaration of Trust, dated as of September 1, 1995 (the "Original Declaration") certain municipal treasurers entered into an agreement establish the Illinois Metropolitan Investment Fund (the "Fund"), for the purpose of combining their respective available investment funds so as to enhance the investment opportunities available to them and increase the investment earnings accruing to the benefit of the respective municipalities on behalf of which they acted, pursuant to the aforementioned constitutional and statutory authority;

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WHEREAS, the Original Declaration was amended and restated by adopting of that certain First Amended and Restated Declaration of Trust, dated as of July 1, 2996 and incorporating amendments dated January 28, 1999, January 27, 2000, March 22, 2002, March 18, 2004 and May 9, 2007 (the Original Declaration, as amended by the Amended and Restated Declaration of Trust, hereinafter referred to as the "Declaration of Trust");

WHEREAS, the Fund's assets can only be invested in instruments authorized by the Public Funds Investment Act, as amended;

WHEREAS, no public agency, shall become a participant (a "Participant") in the Fund unless and until such public agency, including the City, has adopted and authorized the Declaration of Trust; and

WHEREAS, the Participants anticipate that other municipal treasurers, official custodians of municipal funds, public agencies and intergovernmental entities composed solely of participating municipalities may wish from time to time to become Participants; and

WHEREAS, the City deems it necessary and in the best interest of the City to participate in the Fund by having the City become a Participant.

NOW, THEREFORE, BE AND IT HEREBY IS RESOLVED, BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS; AS FOLLOWS:

1. The preambles to this Resolution are hereby found and determined to be true, correct and complete and are hereby incorporated into the text of this Resolution by this reference as set out herein at length.

2. The Declaration of Trust is attached hereto as Exhibit A and by this reference incorporated herein and made a part hereof, and is hereby adopted, authorized and approved in all aspects; and the City is hereby authorized to become an additional Participant of the Fund.

3. The Mayor and City Clerk and other officers or employees of the City are hereby empowered and directed to execute and deliver all documents, certificates and other instruments necessary to further the intent and purpose of this Resolution.

4. All resolutions or motions in conflict herewith are hereby superseded to the extent of such conflict, and that this Resolution shall be in full force and effect forthwith upon its adoption.

APPROVED this _____ day of _____, 2011.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2009.

_____
Peter P. DiCianni III, Mayor of the
City of Elmhurst, DuPage County, Illinois

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

_____
Patty Spencer, Clerk of the
City of Elmhurst, DuPage County, Illinois

COUNCIL ACTION SUMMARY

SUBJECT: A Resolution Approving and Authorizing Execution of a First Amended and Restated Declaration of Trust with the Illinois Metropolitan Investment Fund

ORIGINATOR: Director of Finance/City Attorney

DESCRIPTION OF SUBJECT MATTER:

At its June 13, 2011 meeting, the Finance, Council Affairs and Administrative Services Committee considered and recommended participation in the Illinois Metropolitan Investment Fund (the "Fund"). Before the City can participate in the Fund, it must adopt and authorize the First Amended and Restated Declaration of Trust for the Fund. Attached for Council consideration is a resolution approving and authorizing the First Amended and Restated Declaration of Trust for the Fund.

ACCEPTANCE AND APPROVAL OF FIRST AMENDED AND RESTATED DECLARATION OF TRUST DATED AS OF JULY 1, 1996 AND INCORPORATING AMENDMENTS DATED JANUARY 28, 1999, JANUARY 27, 2000, MARCH 22, 2002, MARCH 18, 2004 AND MAY 9, 2007 (THE "TRUST")

The undersigned, having been authorized by Resolution Number _____, adopted by the City Council of the City of Elmhurst, Cook and DuPage Counties, Illinois, on the ____ day of _____, 2011, to become an additional Participant of the Illinois Metropolitan Investment Funds (the "Fund"), hereby approves and accepts the Trust and agrees to be bound by its terms with respect to the Fund.

_____
Mayor

ATTEST:

_____
City Clerk

(City Seal)

Dates as of _____, 2___.

EXHIBIT A

DECLARATION OF TRUST

Prepared by and
Return to:
Kelly K. Kost, Esquire
Chapman and Cutler
111 West Monroe
Chicago, Illinois 60603

ILLINOIS METROPOLITAN INVESTMENT FUND

(an Illinois Entity formed pursuant to the
Intergovernmental Cooperation Act,
as amended, and the
Illinois Municipal Code, as amended)

FIRST AMENDED AND RESTATED DECLARATION OF TRUST

Dated July 1, 1996, and
incorporating amendments dated January 28, 1999
January 27, 2000, March 22, 2002, March 18, 2004 and May 9, 2007

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THIS FIRST AMENDED AND RESTATED DECLARATION OF TRUST made as of the 1st day of July, 1996, and approved by the affirmative vote of a majority of the Participants entitled to vote:

WITNESSETH:

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois (the *"State"*) provides, among other things, that the State shall encourage intergovernmental cooperation and use its technical and financial resources to assist intergovernmental activities among its units of local government; and

WHEREAS, the Intergovernmental Cooperation Act, as amended (the "*Cooperation Act*"), provides a statutory framework that supplements the constitutional grant of intergovernmental cooperation powers found in said Section 10 of Article VII; and

WHEREAS, Section 3 of the Cooperation Act provides that "[a]ny power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of [the] State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of [the] State ... except where specifically and expressly prohibited by law"; and

WHEREAS, Section 5 of the Cooperation Act provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, *provided* that such contract shall be authorized by the governing body of each party of the contract; and

WHEREAS, such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, Section 1-1-5 of the Illinois Municipal Code, as amended (the *"Municipal Code"*), provides, among other things, that the corporate authorities of each municipality may exercise jointly, with one or more other municipal corporations or governmental subdivisions or districts, all of the powers set forth in the Municipal Code; and

WHEREAS, Section 3.1-35-50 of the Municipal Code provides, among other things, that each municipal treasurer is permitted to join with other municipal treasurers or municipalities for the purpose of investing the municipal funds of which the treasurer has custody; and

WHEREAS, pursuant to a Declaration of Trust, dated as of September 1, 1995 (the *"Original Declaration"*) certain municipal treasurers entered into an agreement establishing an entity for joint investment for the purpose of combining their respective available investment funds so as to enhance the investment opportunities available to them and increase the investment earnings accruing to the benefit of the respective municipalities on behalf of which they acted, pursuant to the aforementioned constitutional and statutory authority; and

WHEREAS, Public Act 89-0592, effective August 1, 1996 *(PA 89-0592)*, a date subsequent to the adoption of the Original Declaration, amended Section 3.1-35-50 of the Municipal Code to provide, *inter alia*, as follows:

> (d) Notwithstanding any other provision of this Act or any other law, each official custodian of municipal funds, including, without limitation, each municipal treasurer or finance director or each person properly designated as the official custodian for municipal funds, including, without limitation, each person properly designated as official custodian for funds held by an intergovernmental risk management entity, self-insurance pool, waste management agency, or other intergovernmental entity composed solely of participating municipalities, is permitted to:
>
> > (i) combine moneys from more than one fund of a single municipality, risk management entity, self-insurance pool, or other intergovernmental entity composed solely or participating municipalities for the purpose of investing such moneys;
> >
> > (ii) join with any other official custodians or treasurers of municipal, intergovernmental risk management entity, self-insurance pool, waste management agency, or other intergovernmental entity composed solely of participating municipalities for the purpose of jointly investing the funds of which the official custodians or treasurers have custody; and
> >
> > (iii) enter into agreements of any definite or indefinite term regarding the redeposit, investment, or withdrawal of municipal, risk management entity, self-insurance agency, waste management agency, or other intergovernmental entity funds.
>
> When funds are combined for investment purposes as authorized in this Section, the moneys combined for those purposes shall be accounted for separately in all respects, and the earnings from such investment shall be separately and individually computed, recorded, and credited to the fund, municipality, intergovernmental risk management entity, self-insurance pool, waste management agency, or other intergovernmental entity, as the case may be, for which the investment was acquired.
>
> Joint investments shall be made only in investments authorized by law for investment of municipal funds. The grant of authority contained in this subsection is cumulative, supplemental, and in addition to all other power or authority granted by any other law and shall not be construed as a limitation of any power and authority otherwise granted.

WHEREAS, PA 89-0592 is intended to permit, each official custodian of municipal funds to jointly invest, with other official custodians of municipal funds, the funds of the respective municipality, intergovernmental risk management entity, self-insurance pool, waste management

agency, or other intergovernmental entity composed solely of participating municipalities in accordance with the laws of the State of Illinois; and

WHEREAS, the Participants anticipate that such other public agencies, entities, or pools, along with other municipal treasurers and public agencies may wish to become Participants by adopting this First Amended and Restated Declaration of Trust and thus becoming parties to it; and

NOW, THEREFORE, the Participants hereby declare that all moneys, assets, securities, funds and property now or hereafter acquired by the Trustees, their successors and assigns, under the Original Declaration, as amended and restated by this First Amended and Restated Declaration of Trust (collectively, the *"Declaration of Trust"* or *"Declaration"*) shall be held and managed in trust for the proportionate benefit of the holders of record from time to time of shares of beneficial interest issued and to be issued hereunder, without privilege, priority or distinction among such holders, except as otherwise specifically provided herein, and subject to the terms, covenants, conditions, purposes and provisions hereof.

ARTICLE I

THE FUND

Section 1.1. Name. The name of the common law trust created by this Declaration shall be Illinois Metropolitan Investment Fund (the *"Fund"*) and, so far as may be practicable, the Trustees shall conduct the Fund's activities, execute all documents and sue or be sued under that name, which name (and the word *"Fund"* wherever used in this Declaration, except where the context otherwise requires) shall refer to the Trustees in their capacity as Trustees, and not individually or personally, and shall not refer to the officers, agents, employees, counsel, advisers, consultants, accountants, or Participants of the Fund or of such Trustees. Should the Trustees determine that the use of such name is not practicable, legal or convenient, they may use such other designation or they may adopt such other name for the Fund as they deem proper, and the Fund may hold Property and conduct its activities under such designation or name. The Trustees shall take such action as they, acting with the advice of counsel, shall deem necessary or appropriate to file or register such name in accordance with the laws of the State of Illinois or the United States of America so as to protect and reserve the right of the Fund in and to such name. The Trustees shall have full and complete power and absolute discretion to change the name, without the affirmative vote of a majority of the Participants entitled to vote as set forth in Article XIII hereof, *provided* that notice of any such change of name shall be promptly given to the Participants.

Section 1.2. Purpose; Only Certain Illinois Municipal Treasurers, other Official Custodians of Municipal Funds and Public Agencies to Be Participants; Changes of Incumbent in Office. (a) The purpose of the Fund is to provide an instrumentality and agency through which (i) Municipal Treasurers acting on behalf of their Municipalities, organized under the Laws of the State of Illinois, (ii) each official custodian of municipal funds, whose intergovernmental risk management entity, self-insurance pool, waste management agency, or other intergovernmental

entity composed solely of participating municipalities are organized under the Laws of the State of Illinois, and (iii) each official custodian of Public Agency funds may jointly act, agree and cooperate in accordance with the Laws of the State of Illinois in the performance of their responsibilities to invest available funds so as to enhance their investment opportunities pursuant to an investment program conducted in accordance with the laws of the State of Illinois, from time to time in effect, governing the investment of funds of municipalities, such other intergovernmental risk management entities, self-insurance pools, waste management agencies, or other intergovernmental entities composed solely of participating municipalities and Public Agencies. Only (i) municipal treasurers acting with respect to the funds of Municipalities, (ii) each official custodian of municipal funds, whose intergovernmental risk management entity, self-insurance pool, waste management agency, or other intergovernmental entity composed solely of participating municipalities are organized under the Laws of the State of Illinois and (iii) official custodians of Public Agency funds may become Participants. As used in this Section 1.2 and hereinafter in this Declaration, the phrase *"Municipal Treasurer"* or *"Official Custodian"* shall refer to such officer or officers only in their official capacity as such, and not individually or personally.

(b) No municipal treasurer shall become a Participant unless and until such officer has adopted this Declaration in accordance with Section 14.6 hereof and identified the municipality with respect to the funds of which he is acting except as set forth in paragraph (d) below. No municipality shall become a Participant unless and until the corporate authorities of such municipality has adopted this Declaration in accordance with Section 14.6 hereof. It is not necessary for a municipal treasurer to place any funds in the Fund to become a Participant and no minimum investment balance must be maintained by a municipal treasurer that has become a Participant in order for such Municipality to continue to be a Participant.

(c) No official custodian shall become a Participant unless and until such officer has adopted this Declaration in accordance with Section 14.6 hereof and identified the intergovernmental risk management entity, self-insurance pool, waste management agency, or other intergovernmental entity composed solely of participating municipalities or Public Agency with respect to the funds of which he is acting except as set forth in paragraph (d) below. No official custodian shall become a Participant unless and until the governing body of such intergovernmental risk management entity, self-insurance pool, waste management agency, or other intergovernmental entity composed solely of participating municipalities or Public Agency has adopted this Declaration in accordance with Section 14.6 hereof. It is not necessary for an official custodian to place any funds in the Fund to become a Participant and no minimum investment balance must be maintained by an official custodian that has become a Participant in order for such intergovernmental risk management entity, self-insurance pool, waste management agency, or other intergovernmental entity composed solely of participating municipalities or Public Agency to continue to be a Participant.

(d) In the event that a municipal treasurer or official custodian, as applicable, shall die, resign, or be removed from his office, or his office shall otherwise become vacant, any funds placed by him in the Fund shall be held hereunder for the benefit of the municipality or intergovernmental risk management entity, self-insurance pool, waste management agency, or other intergovernmental entity composed solely of participating municipalities or Public Agency

for which he was acting at the time the vacancy occurred. Any municipal treasurer or official custodian from time to time assuming office as such either to fill a vacancy in such office or to begin a new term following the expiration of the term in office of his predecessor shall be a Participant, as the successor of his predecessor in office without the necessity of action on his part, unless and until he shall have resigned and withdrawn from the Fund pursuant to Section 14.6(c) hereof.

Section 1.3. Location. The Fund shall maintain an office of record in the State of Illinois and may maintain such other offices or places of business as the Trustees may from time to time determine. The initial office of record of the Fund shall be: 1127 South Mannheim, Suite 102, Westchester, Illinois 60154. The office of record may be changed from time to time by resolution of the Trustees, and notice of such change of the office of record shall be given to each Participant.

Section 1.4. Nature of Fund and Declaration of Trust. (a) The Fund shall be a common law trust organized and existing under the laws of the State of Illinois. The Fund is not intended to be, shall not be deemed to be, and shall not be treated as, a general partnership, limited partnership, joint venture, corporation, investment company or joint stock company. The Participants shall be beneficiaries of the Fund, and their relationship to the Trustees shall be solely in their capacity as Participants and beneficiaries in accordance with the rights conferred upon them hereunder.

(b) This Declaration is an agreement of indefinite term regarding the deposit, redeposit, investment, reinvestment and withdrawal of Municipal investment funds within the meaning of the Laws of the State of Illinois.

Section 1.5. Definitions. As used in this Declaration, the following terms shall have the following meanings unless the context hereof otherwise requires:

"Act 235" shall mean the Public Funds Investment Act, as amended (30 ILCS 235/0.01-235/7), relating to certain investments of public funds by public agencies (as defined therein).

"Administration Agreement" shall mean the agreement with the Administrator referred to in Sections 3.1 and 3.3 hereof as the same may be amended from time to time.

"Administrator" shall mean any Person or Persons appointed, employed or contracted with by the Trustees under the applicable provisions of Sections 3.1 and 3.3 hereof.

"Adviser" shall mean any Person or Persons appointed, employed or contracted with by the Trustee under the applicable provisions of Sections 3.1 and 3.2 hereof.

"Affiliate" shall mean, with respect to any Person, another Person directly or indirectly controlled, controlled by or under common control with such Person, or any officer, director, partner or employee of such Person.

"Certificate of Designation" shall mean a Certificate of Designation adopted by the Trustees pursuant to Section 6.1(b) hereof with respect to a Series of Shares; *provided, however,* that the initial Series of Shares created hereunder shall not require such a Certificate of Designation and any reference in this Declaration of Trust to such Certificate of Designation shall refer to the Investment Circular.

"Chicago Metropolitan councils of government" or *"COGs"* shall mean the association of Illinois cities, villages and incorporated towns comprising the Northwest Municipal Conference, West Central Municipal Conference, South Suburban Mayors and Managers Association, Du Page Mayors and Managers Conference, and Will County Governmental League.

"Consultant" shall mean any Person or Persons appointed, employed or contracted with by the Trustee under the applicable provisions of Sections 3.1 and 3.5 hereof.

"Consulting Agreement" shall mean the agreement with the Consultant referred to in Sections 3.1 and 3.5 hereof as the same may be amended from time to time.

"Cooperation Act" shall mean the Intergovernmental Cooperation Act, as amended.

"Custodian" shall mean any Person or Persons appointed, employed or contracted with by the Trustees under the applicable provisions of Article XI hereof.

"Custodian Agreement" shall mean any agreement with a Custodian referred to in Article XI hereof as such agreement may be amended from time to time.

"Declaration of Trust" shall mean this Declaration as amended, restated or modified from time to time. References in this Declaration to "Declaration," "hereof," "herein," "hereby," and "hereunder" shall be deemed to refer to the Declaration and shall not be limited to the particular text, article or section in which such words appear.

"Fund" shall mean the common law trust created by this Declaration, also referred to as the Illinois Metropolitan Investment Fund.

"Fund Property" shall mean, as of any particular time, any and all property, real, personal or otherwise, tangible or intangible, which is transferred, conveyed or paid to the Fund or Trustees and all income, profits and gains therefrom and which, at such time, is owned or held by, or for the account of, the Fund or the Trustees.

"Investment Circular" shall mean the investment circular or other descriptive document or documents adopted as such by the Trustees and distributed by the Fund to Participants and potential Participants of the Fund as the same may be amended by the Trustees from time to time.

"Initial Participants" shall mean Joseph Tenerelli, James Beatty, Dennis Kueber, Kenneth Jaszczak, Robert Nowak, Lorraine Jirek, and Grace Turi, acting as municipal treasurers

with respect to the funds of certain Illinois municipalities initially formed by this Fund as of September 1, 1995 by the execution and adoption of the Original Declaration of Trust.

"Investment Advisory Agreement" shall mean the agreement with the Adviser referred to in Sections 3.1 and 3.2 hereof as the same may be amended from time to time.

"Laws" shall mean common law and all ordinances, statutes, rules, regulations, orders, injunctions, decisions, opinions or decrees of any government or political subdivision or agency thereof, or any court or similar entity established by any thereof.

"Municipal Code" shall mean the Illinois Municipal Code, as amended.

"Municipality" shall mean a municipality of every kind and nature permitted to invest its available funds as provided in this Declaration.

"Official Custodian" shall mean each official custodian of municipal funds, whose intergovernmental risk management entity, self-insurance pool, waste management agency, or other intergovernmental entity composed solely of participating municipalities are organized under the Laws of the State of Illinois, permitted by to invest its available funds as provided in this Declaration.

"Participants" shall mean (i) the municipal treasurers, (ii) each official custodian of municipal funds, whose intergovernmental risk management entity, self-insurance pool, waste management agency, or other intergovernmental entity composed solely of participating municipalities are organized under the Laws of the State of Illinois or (iii) each official custodian of Public Agency funds who adopt this Declaration pursuant to Section 14.6 hereof.

"Permitted Investments" shall mean the investments referred to in Paragraph (b) of Section 2.2 hereof.

"Person" shall mean and include individuals, corporations, limited partnerships, general partnerships, joint stock companies or associations, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other entities (whether or not legal entities) and governments and agencies and political subdivisions thereof.

"Public Agency" shall mean any entity as set forth in Section 2 of the Cooperation Act.

"Series" shall mean a category of the shares authorized by the Trustees pursuant to Article VI hereof.

"Share" shall mean the unit used to denominate and measure the respective *pro rata* beneficial interests of the Participants in the Fund (or any Series thereof) as described in Article VI.

"Share Register" shall mean the register of Shares maintained pursuant to Article VII hereof.

"Trustees" shall mean the Persons who become fiduciaries of the Fund pursuant to Article IX hereof.

ARTICLE II

POWERS OF THE TRUSTEES

Section 2.1. General. Subject to the rights of the Participants as provided herein, the Trustees shall have, without other or further authorization, full, exclusive and absolute power, control and authority over the Fund Property and over the affairs of the Fund to the same extent as if the Trustees were the sole and absolute owners of the Fund Property in their own right, and with such powers of delegation as may be permitted by this Declaration. The Trustees may do and perform such acts and things as in their sole judgment and discretion are necessary and proper for conducting the affairs of the Fund or promoting the interests of the Fund and the Participants. The enumeration of any specific power or authority herein shall not be construed as limiting the aforesaid general power or authority or any specific power or authority. The Trustees may exercise any power authorized and granted to them by this Declaration. Such powers of the Trustees may be exercised without the necessity of any order of, or resort to, any court.

Section 2.2. Permitted Investments. The Trustees shall have full and complete power, subject in all respects to Article IV hereof:

(a) to conduct, operate and provide an investment program for all municipal treasurers or official custodians who are acting with respect to the investment funds; and

(b) for such consideration as they may deem proper and as may be required by Law, to subscribe for, invest in, reinvest in, purchase or otherwise acquire, hold, pledge, sell, assign, transfer, exchange, distribute or otherwise deal in or dispose of investment instruments of the following type and nature, which shall hereinafter be collectively referred to as *"Permitted Investments"*:

(i) bonds, notes, certificates of indebtedness, treasury bills or other securities now or hereafter issued, which are guaranteed by the full faith and credit of the United States of America as to principal and interest;

(ii) bonds, notes, debentures or other similar obligations of the United States of America or its agencies;

(iii) interest-bearing savings accounts, interest-bearing certificates of deposit or interest-bearing time deposits constituting direct obligations of any bank as defined by the Illinois Banking Act (205 ILCS 5/1, *et seq.*), *provided, however,* that such bank is insured by the Federal Deposit Insurance Corporation;

(iv) short term obligations of corporations organized in the United States of America with assets exceeding $500,000,000, *provided, however,* that such obligations are rated at the time of purchase within one of the three highest classifications established by at least two standard rating services, such obligations mature not later than 180 days from the date of purchase, and such purchases do not exceed 10% of the applicable corporation's outstanding obligations and *further provided, however,* that no more than one-third of the Fund's assets shall be invested in such short term obligations at any one time;

(v) money market mutual funds registered under the Investment Company Act of 1940, as from time to time amended, *provided, however,* that the portfolio of any such money market mutual funds is limited to obligations described in paragraph (i) or (ii) of this Section 2.2(b) and to agreements to repurchase such obligations;

(vi) short term discount obligations of the Federal National Mortgage Association or shares or other forms of securities legally issuable by savings banks or savings and loan associations incorporated under the Laws of Illinois or any other state or under the Laws of the United States of America, *provided, however,* that investments may be made only in those savings banks or savings and loan associations the shares, or investment certificates of which are insured by the Federal Deposit Insurance Corporation, any such securities are purchased at the offering or market price thereof at the time of such purchase, and all such securities so purchased shall mature or be redeemable on a date or dates prior to the time when, in the judgment of the Trustees, the funds so invested will be required for the payment of funds to Participants upon the withdrawal of moneys from the Fund;

(vii) a Public Treasurer's Investment Pool created under Section 17 of the State Treasurer Act (5 ILCS 505/17); and

(viii) any other investment instruments now permitted by the provisions of Act 235 or any other applicable statutes or hereafter permitted by reason of the amendment of Act 235 or the adoption of any other statute applicable to the investment of municipal funds; and

(c) to contract for, and enter into agreements with respect to, the purchase and sale or redemption of Permitted Investments.

In the exercise of their powers, the Trustees shall not be limited, except as otherwise provided hereunder, to investing in Permitted Investments maturing before the possible termination of the Fund. Except as otherwise provided in this Declaration, the Trustees shall not be limited by any Law now or hereafter in effect limiting the investments which may be held or retained by trustees or other fiduciaries, and they shall have full authority and power to make any and all Permitted Investments within the limitations of this Declaration, that they, in their absolute discretion, shall determine to be advisable and appropriate. The Trustees shall have no

liability for loss with respect to Permitted Investments made within the terms of this Declaration, even though such investments shall be of a character or in an amount not considered proper for the investment of trust funds by trustees or other fiduciaries. The Trustees shall be permitted only to make Permitted Investments in accordance with Article IV of this Declaration.

Section 2.3. Legal Title. (a) Legal title to all of the Fund Property shall be vested in the Trustees on behalf of the Participants and be held by and transferred to the Trustees, except that the Trustees shall have full and complete power to cause legal title to any Fund Property to be held, on behalf of the Participants, by or in the name of the Fund, or in the name of any other Person as nominee, on such terms, in such manner, and with such powers as the Trustees may determine, so long as in their judgment the interest of the Fund is adequately protected.

(b) The right, title and interest of the Trustees in and to the Fund Property shall vest automatically in all persons who may hereafter become Trustees upon their due election and qualification without any further act. Upon the resignation, disability, removal, adjudication as an incompetent, or death of a Trustee, he (and in the event of his death, his estate) shall automatically cease to have any right, title or interest in or to any of the Fund Property, and the right, title and interest of such Trustee in and to the Fund Property shall vest automatically in the remaining Trustees without any further act.

Section 2.4. Disposition of Assets. Subject in all respects to Article IV hereof, the Trustees shall have full and complete power to sell, exchange or otherwise dispose of any and all Fund Property free and clear of any and all trusts and restrictions, at public or private sale, for cash or on terms, with or without advertisement, and subject to such restrictions, stipulations, agreements and reservations as they shall deem proper, and to execute and deliver any deed, power, assignment, bill of sale, or other instrument in connection with the foregoing. The Trustees shall also have full and complete power, subject in all respects to Article IV hereof, and in furtherance of the affairs and purposes of the Fund, to give consents and make contracts relating to Fund Property or its use.

Section 2.5. Taxes. The Trustees shall have full and complete power: (i) to pay all taxes or assessments, of whatever kind or nature, validly and lawfully imposed upon or against the Fund or the Trustees in connection with the Fund Property or upon or against the Fund Property or income or any part thereof; (ii) to settle and compromise disputed tax liabilities; and (iii) for the foregoing purposes to make such returns and do all such other acts and things as may be deemed by the Trustees to be necessary or desirable. All said expenditures shall be made from Fund assets.

Section 2.6. Rights as Holders of Fund Property. The Trustees shall have full and complete power to exercise on behalf of the Participants all of the rights, powers and privileges appertaining to the ownership of all or any Permitted Investments or other property forming part of the Fund Property to the same extent that any individual might, and, without limiting the generality of the foregoing, to vote or give any consent, request or notice or waive any notice either in person or by proxy or power of attorney, with or without the power of substitution, to one or more Persons, which proxies and powers of attorney may be for meetings or actions

generally, or for any particular meeting or action, and may include the exercise of discretionary powers.

Section 2.7. Delegation; Committees. The Trustees shall have full and complete power (consistent with their continuing exclusive authority over the management of the Fund, the conduct of its affairs, their duties and obligations as Trustees, and the management and disposition of the Fund Property), to delegate from time to time to such one or more of their number (who may be designated as constituting a Committee of the Trustees) or to officers, employees or agents of the Fund (including, without limitation, the Administrator, the Adviser and the Custodian), the doing of such acts and things and the execution of such instruments either in the name of the Fund, or the names of the Trustees or as their attorney or attorneys, or otherwise, as the Trustees may from time to time deem expedient and appropriate in the furtherance of the business affairs and purposes of the Fund.

Section 2.8. Collection. The Trustees shall have full and complete power: (i) to collect, sue for, receive and receipt for all sums of money or other property due to the Fund; (ii) to consent to extensions of the time for payment, or to the renewal of any securities, investments or obligations; (iii) to engage or intervene in, prosecute, defend, compromise, abandon or adjust by arbitration or otherwise any actions, suits, proceedings, disputes, claims, demands or things relating to the Fund Property; (iv) to foreclose any collateral, security or instrument securing any investments, notes, bills, bonds, obligations or contracts by virtue of which any sums of money are owed to the Fund; (v) to exercise any power of sale held by them, and to convey good title thereunder free of any and all trusts, and in connection with any such foreclosure or sales to purchase or otherwise acquire title to any property; (vi) to be parties to reorganization and to transfer to and deposit with any corporation, committee, voting trustee or other Person any securities, investments or obligations of any Person which form a part of the Fund Property, for the purpose of such reorganization or otherwise; (vii) to participate in any arrangement for enforcing or protecting the interests of the Trustees as the owners or holders of such securities, investments or obligations and to pay any assessment levied in connection with such reorganization or arrangement; (viii) to extend the time (with or without security) for the payment or delivery of any debts or property and to execute and enter into releases, agreements and other instruments; and (ix) to pay or satisfy any debts or claims upon any evidence that the Trustees shall deem sufficient.

Section 2.9. Payment of Expenses. The Trustees shall have full and complete power: (i) to incur and pay any charges or expenses which in the opinion of the Trustees are necessary or incidental to or proper for carrying out any of the purposes of this Declaration; (ii) to reimburse others for the payment therefor; and (iii) to pay appropriate compensation or fees from the funds of the Fund to Persons with whom the Fund has contracted or transacted business. The Trustees shall fix the compensation, if any, of all officers and employees of the Fund. The Trustees shall not be paid compensation for their general services as Trustees hereunder. The Trustees may receive reimbursement for expenses reasonably incurred by themselves or any one or more of themselves on behalf of the Fund. The Trustees may allocate such expenses among various Series in such manner and proportion as appropriate in the discretion of the Trustees. The Trustees shall annually review the expenses of the Fund.

Section 2.10. Borrowing and Indebtedness. The Trustees shall not have the power to borrow money or incur indebtedness on behalf of the Fund, or authorize the Fund to borrow money or incur indebtedness, except as provided in clause (iv) of Section 4.2 of this Declaration, but only if and to the extent permitted by Law.

Section 2.11. Deposits. The Trustees shall have full and complete power to deposit, in such manner as may now and hereafter be permitted by Law, any moneys or funds included in the Fund Property, and intended to be used for the payment of expenses of the Fund or the Trustees, with one or more banks, trust companies or other banking institutions whether or not such deposits will draw interest. Such deposits are to be subject to withdrawal in such manner as the Trustees may determine, and the Trustees shall have no responsibility for any loss which may occur by reason of the failure of the bank, trust company or other banking institution with which the moneys, investments or securities have been deposited. Each such bank, trust company or other banking institution shall comply, with respect to such deposit, with all applicable requirements of all applicable Laws including, but not limited to, the Municipal Code.

Section 2.12. Valuation. The Trustees shall have full and complete power to determine in good faith conclusively the value of any of the Fund Property and to revalue the Fund Property.

Section 2.13. Fiscal Year; Accounts. The Trustees shall have full and complete power to determine the fiscal year of the Fund and the method or form in which its accounts shall be kept and from time to time to change the fiscal year or method or form of accounts. Unless otherwise determined by the Trustees pursuant to this Section 2.13, the fiscal year of the Fund shall terminate on September 30 and commence on October 1 of each calendar year.

Section 2.14. Concerning the Fund and Certain Affiliates. (a) The Fund may enter into transactions with any Affiliate of the Fund or of the Adviser, the Administrator, the Custodian, the Consultant or any Affiliate of any Trustee, officer, director, employee or agent of the Fund or of the Adviser, the Administrator, the Custodian, or the Consultant if (i) each such transaction (or type of transaction) has, after disclosure of such affiliation, been approved or ratified by the affirmative vote of a majority of the Trustees, including a majority of the Trustees who are not Affiliates of any Person (other than the Fund) who is a party to the transaction or transactions with the Fund and (ii) such transactions (or type of transaction) is, in the opinion of the Trustees, on terms fair and reasonable to the Fund and the Participants and at least as favorable to them as similar arrangements for comparable transactions (of which the Trustees have knowledge) with organizations unaffiliated with the Fund or with the Person who is a party to the transaction or transactions with the Fund.

(b) Except as otherwise provided in this Declaration or in the Laws of the State of Illinois, in the absence of fraud, a contract, act or other transaction, between the Fund and any other Person, or in which the Fund is interested, is valid and no Trustee, officer, employee or agent of the Fund has any liability as a result of entering into any such contract, act or transaction even though (i) one or more of the Trustees, officers, employees or agents of such other Person, or (ii) one or more of the Trustees, officers, employees, or agents of the Fund, individually or jointly with others, is a party or are parties to or directly interested in, or affiliated with, such contract, act or transaction, *provided, however,* that (i) such interest or affiliation is disclosed to

the Trustees and the Trustees authorize such contract, act or other transaction by a vote of a majority of the unaffiliated Trustees, or (ii) such interest or affiliation is disclosed to the Participants, and such contract, act or transaction is approved by a majority of the Participants.

(c) Any Trustee or officer, employee, or agent of the Fund may, in his personal capacity, or in a capacity as trustee, officer, director, stockholder, partner, member, agent, adviser or employee of any Person, have business interests and engage in business activities in addition to those relating to the Fund, which interests and activities may be similar to those of the Fund and include the acquisition, syndication, holding, management, operation or disposition of securities, investments and funds, for his own account or for the account of such Person. Each Trustee, officer, employee and agent of the Fund shall be free of any obligation to present to the Fund any investment opportunity which comes to him in any capacity other than solely as Trustee, officer, employee or agent of the Fund, even if such opportunity is of a character which, if presented to the Fund, could be taken by the Fund.

(d) Subject to the provisions of Article III hereof, any Trustee, officer, employee or agent of the Fund may be interested as trustee, officer, director, stockholder, partner, member, agent, adviser or employee of, or otherwise have a direct or indirect interest in, any Person who may be engaged to render advice or services to the Fund, and may receive compensation from such Person as well as compensation as Trustee, officer, employee or agent of the Fund or otherwise hereunder. None of the activities and interests referred to in this paragraph (d) shall be deemed to conflict with his duties and powers as Trustee, officer, employee or agent of the Fund.

(e) To the extent that any other provision of this Declaration conflicts with, or is otherwise contrary to the provisions of, this Section 2.14, the provisions of this Section 2.14 shall be deemed controlling.

(f) Notwithstanding the foregoing provisions of this Section 2.14, the Trustee shall have the power to engage in any transaction with any Affiliate that would not be inconsistent with the Laws of the State of Illinois concerning public ethics and conflicts of interest, and the Bylaws of the Fund may contain provisions more restrictive than those set forth in this Section 2.14.

Section 2.15. Investment Program. The Trustees shall use their best efforts to obtain through the Adviser or other qualified persons a continuing and suitable investment program, consistent with the investment policies and objectives of the Fund set forth in Article IV of this Declaration, and the Trustees shall be responsible for reviewing and approving or rejecting the investment program presented by the Adviser or such other Persons. Subject to the provisions of Section 2.7 and Section 3.1 hereof, the Trustees may delegate functions arising under this Section 2.15 to one or more of their number or to the Adviser. The Trustees also shall have full and complete power to contract for or to otherwise obtain from or through the Adviser, the Administrator or other qualified Persons for the benefit of, and to make available to, the Participants of the Fund from time to time, additional investment and non-investment programs and services distinct from the Fund's program of investments measured by Shares, but consistent with the investment goals and objectives of the Fund and the general purposes of this Declaration. The Trustees shall have the power to review and approve or reject, in their sole

discretion, such additional investment and non-investment programs as may be presented to the Trustees by the Adviser, the Administrator or any other qualified Persons.

Section 2.16. Power to Contract, Appoint, Retain and Employ. Subject to the provisions of Section 2.7 and Section 3.1 hereof with respect to delegation of authority by the Trustees, the Trustees shall have full and complete power to appoint, employ, retain or contract with any Person of suitable qualifications and high repute (including any corporation, partnership, trust or other entity of which one or more of them may be an Affiliate, subject to the applicable requirements of Section 2.14 hereof) as the Trustees may deem necessary, or desirable for the transaction of the affairs of the Fund, or the transaction of the affairs of any additional investment programs or services or non-investment programs or services of any nature affiliated with the Fund or otherwise contracted for or by the Fund, including any Person or Persons who, under the supervision of the Trustees, may, among other things (i) serve as the Fund's investment adviser and consultant in connection with policy decisions made by the Trustees; (ii) serve as the Fund's administrator or co-administrator; (iii) furnish reports to the Trustees and provide research, economic and statistical data in connection with the Fund's investments; (iv) act as distributors, consultants, accountants, technical advisers, attorneys, brokers, underwriters, corporate fiduciaries, escrow agents, depositories, custodians or agents for collection, insurers or insurance agents, registrars for Shares or in any other capacity deemed by the Trustees to be necessary or desirable; (v) investigate, select and, on behalf of the Fund, conduct relations with Persons acting in such capacities and pay appropriate fees to, and enter into appropriate contracts with, or employ, or retain services performed or to be performed by, any of them in connection with the investments acquired, sold, or otherwise disposed of, or committed, negotiated, or contemplated to be acquired, sold or otherwise disposed of; (vi) substitute any other Person for any such Person; (vii) act as attorney-in-fact or agent in the purchase or sale or other disposition of investments, and in the handling, prosecuting or other enforcement of any lien or security securing investments; (viii) assist in the performance of such ministerial functions necessary in the management of the Fund as may be agreed upon with the Trustees; and (ix) any of the foregoing as may be agreed upon by the Trustees with regard to any additional investment and non-investment programs and services for the benefit of the Participants.

Section 2.17. Insurance. The Trustees shall have full and complete power to purchase and pay for, entirely out of Fund Property, insurance policies insuring the Fund and the Trustees, officers, employees and agents of the Fund individually against all claims and liabilities of every nature arising by reason of holding or having held any such office or position, or by reason of any action alleged to have been taken or omitted by the Fund or any such Person as Trustee, officer, employee or agent, including any action taken or omitted that may be determined to constitute negligence, whether or not the Fund would have the power to indemnify such Person against such liability.

Section 2.18. Seal. The Trustees shall have full and complete power to adopt and use a seal for the Fund, but, unless otherwise required by the Trustees, it shall not be necessary for the seal to be placed on, and its absence shall not impair the validity of, any document, instrument or other paper executed and delivered by or on behalf of the Fund.

Section 2.19. Indemnification. In addition to the mandatory indemnification provided for in Section 5.3 hereof, the Trustees shall have full and complete power, to the extent permitted by applicable laws, to indemnify or enter into agreements with respect to indemnification with any Person with whom the Fund has dealings, including, without limitation, the Adviser, the Administrator, the Consultant, and the Custodian, to such extent as the Trustees shall determine.

Section 2.20. Remedies. Notwithstanding any provision in this Declaration, when the Trustees deem that there is a significant risk that an obligor to the Fund may default or is in default under the terms of any obligation to the Fund, the Trustees shall have full and complete power to pursue any remedies permitted by Law which, in their sole judgment, are in the interests of the Fund, and the Trustees shall have full and complete power to enter into any investment, commitment or obligation of the Fund resulting from the pursuit of such remedies as are necessary or desirable to dispose of property acquired in the pursuit of such remedies.

Section 2.21. Further Powers. The Trustees shall have full and complete power to take all such actions, do all such matters and things and execute all such instruments as they deem necessary, proper or desirable in order to carry out, promote or advance the interests and purposes of the Fund although such actions, matters or things are not herein specifically mentioned. Any determination as to what is in the best interests of the Fund made by the Trustees in good faith shall be conclusive. In construing the provisions of this Declaration, the presumption shall be in favor of a grant of power to the Trustees. The Trustees shall not be required to obtain any court order to deal with the Fund Property.

ARTICLE III

THE INVESTMENT ADVISER, THE ADMINISTRATOR, THE CONSULTANT, AND THE INDEPENDENT ACCOUNTANT

Section 3.1. Appointment of Adviser, Administrator, and Consultant. The Trustees are responsible for the general investment policy and program of the Fund and for the general supervision and administration of the business and affairs of the Fund conducted by the officers, agents, employees, investment advisers, administrators, consultants, distributors, or independent contractors of the Fund. However, the Trustees are not required personally to conduct all of the routine business of the Fund and, consistent with their ultimate responsibility as stated herein, the Trustees may appoint, employ or contract with the Adviser as an investment adviser to the Trustees, the Consultant as a consultant to the Fund, and the Administrator as an administrator for the Fund and as a distributor of Shares and may grant or delegate such authority to the Adviser, the Consultant, and the Administrator (pursuant to the terms of Section 2.16 hereof), or to any other Person the services of whom are obtained by the Adviser, the Consultant, or the Administrator, as the Trustees may, in their sole discretion, deem necessary or desirable, for the efficient management of the Fund, without regard to whether such authority is normally granted or delegated by trustees or other fiduciaries. The Trustees may appoint one or more Persons to serve jointly as Co-Advisers, one or more Persons to serve jointly as Co-Administrators, and one or more Persons to serve jointly as Co-Consultants.

Section 3.2. Duties of the Adviser. The duties of the Adviser shall be those set forth in the Investment Advisory Agreement to be entered into between the Fund and the Person or Persons designated pursuant to Section 3.1 as the Adviser or Co-Advisers. Such duties may be modified by the Trustees, from time to time, by the amendment of the Investment Advisory Agreement. Subject to Article IV hereof, the Trustees may authorize the Adviser to effect purchases, sales or exchanges of Fund Property on behalf of the Trustees or may authorize any officer, employee, agent or Trustee to effect such purchases, sales, or exchanges pursuant to recommendations of the Adviser, all without further action by the Trustees. Any and all of such purchases, sales and exchanges shall be deemed to be authorized by all the Trustees. The Investment Advisory Agreement may authorize the Adviser to employ other persons to assist in the performance of its duties. The Investment Advisory Agreement shall provide that it may be terminated at any time without cause and without the payment of any penalty by the Fund on no less than sixty (60) days' written notice to the Adviser.

Section 3.3. Duties of the Administrator. The duties of the Administrator shall be those set forth in the Administration Agreement to be entered into between the Fund and the Person or Persons designated pursuant to Section 3.1 as the Administrator or Co-Administrator. Such duties may be modified by the Trustees, from time to time, by the amendment of the Administration Agreement. The Administration Agreement may authorize the Administrator to employ other persons to assist it in the performance of its duties. The Administration Agreement shall provide that it may be terminated at any time without cause and without the payment of any penalty by the Fund on sixty (60) days' written notice to the Administrator.

Section 3.4. Duties of the Consultant. The duties of the Consultant shall be those set forth in the Consulting Agreement to be entered into between the Fund and the Person or Persons designated pursuant to Section 3.1 as the Consultant. Such duties may be modified by the Trustees, from time to time by the amendment of the Consulting Agreement. The Consulting Agreement may authorize the Consultant to employ other persons to assist it in the performance of its duties. The Consulting Agreement shall provide that it may be terminated at any time without cause and without the payment of any penalty by the Fund on no less than sixty (60) days' written notice to the Consultant.

Section 3.5. Sub-Advisor, Sub-Administrator. The Trustees may also authorize the Advisor or the Administrator to employ one or more Sub-Advisors or Sub-Administrators from time to time to perform such of the acts and services of the Advisor or Administrator, as applicable, and upon such terms and conditions, as may be agreed upon between the Advisor or Administrator and such Sub-Advisors or Sub-Administrators, as applicable, and approved by the Trustees; *provided, however*, that such Sub-Advisors or Sub-Administrators, as applicable, are agents of the Advisor or Administrator, respectively, and not of the Fund, and will be liable and responsible to the Advisor or Administrator, as applicable, for performance of their respective services and that the Advisor or Administrator, as applicable, shall acknowledge that the employment of a Sub-Advisor or Sub-Administrator, as applicable, to perform such services does not relieve the Advisor or Administrator, as applicable, of their respective liability and responsibility to the Fund, including (without limitation) for the failure of such Sub-Advisors or Sub-Administrators, as applicable, to perform their duties.

Section 3.6. Successors. In the event that, at any time, the position of Adviser, Consultant, or Administrator shall become vacant for any reason, the Trustees may appoint, employ or contract with a successor Adviser, Consultant, or Administrator.

Section 3.7. Appointment and Duties of the Independent Accountant. The Trustees shall appoint an independent accountant for each fiscal year of the Fund. Such independent accountant shall perform such duties as may be directed by the Trustees, including, without limitation, the rendering of the opinions and reports and the making of the examinations referred to in Section 8.10 hereof in accordance with the standards referred to in such section.

ARTICLE IV

INVESTMENTS

Section 4.1. Statement of Investment Policy and Objective. Subject to the prohibitions and restrictions contained in Section 4.2 hereof, the general investment policy and objective of the Trustees shall be to provide a high current yield for the Participants of the Fund while maintaining safety and liquidity and to offer participation in a diversified portfolio of high-quality fixed income instruments by investing in Permitted Investments in accordance with Act 235 and any other applicable provisions of Law as may be set forth more fully in the Fund's Investment Circular, as the same may be amended from time to time.

Section 4.2. Restrictions, Fundamental to the Fund. Notwithstanding anything in this Declaration which may be deemed to authorize the contrary, the Fund:

(i) May not make any investment other than investments authorized by Act 235 or any other applicable provisions of Law, as the same may be amended from time to time;

(ii) May not purchase any Permitted Investment which has a maturity date more than ten years from the date of the Fund's purchase thereof; *provided, however,* that the Trustees may, in their discretion by an action set forth in the applicable Certificate or Certificates of Designation, waive such ten year limitation with respect to any one or more Series of Shares;

(iii) May not purchase any Permitted Investment if the effect of such purchase by the Fund would be to make the average dollar weighted maturity of the Fund's investment portfolio greater than the period designated by the Trustees with respect to the Series to which such purchase of such Permitted Investment relates; *provided, however,* that in making such determination any Permitted Investment which is subject to an irrevocable agreement of the nature referred to in the preceding clause (ii) shall be deemed to mature on the day on which the Fund is obligated to sell such Permitted Investment back to a Responsible Person or the day on which the Fund may exercise its rights under such agreement to require the purchase of such Permitted Investment by a Responsible Person;

(iv) May not borrow money or incur indebtedness whether or not the proceeds thereof are intended to be used to purchase Permitted Investments, except

(a) as a temporary measure to facilitate withdrawal requests which might otherwise require unscheduled dispositions of portfolio investments, including, without limitation, to facilitate withdrawal requests made by Participants and received by the Custodian after the Fund has already sold, or entered sell orders for, portfolio investments to cover the withdrawal requests previously made on that date, and only to the extent permitted by Law; or

(b) as a temporary measure (not to exceed one business day) from the Custodian to provide for the purchase of portfolio securities pending receipt by the Custodian of collected funds from a Participant who has notified the Fund before such purchase that it has wire transferred funds (or otherwise transferred immediately available funds) to the Fund in an amount sufficient to pay the purchase price of such securities, and only as and to the extent permitted by Law;

provided, however, that nothing contained in this clause (iv) shall permit, or be construed as permitting, the pledge of the assets of the Fund to secure any such borrowing except for the pledge of amounts, limited to the amount of such borrowing, held in the specific Participant's account with the Fund for whom such borrowing was incurred;

(v) May not make loans, *provided* that the Fund may make Permitted Investments; and

(vi) May not hold or provide for the custody of any Fund Property in a manner not authorized by Law or by any institution or Person not authorized by Law.

For the purposes of this Section 4.2, the phrase *"Responsible Person"* shall mean a Person listed on the United States Treasury Department List of Primary Government Securities Dealers or any equivalent successor to such list or a bank organized and existing under the laws of the United States of America or any state thereof having assets in excess of $500,000,000.

Section 4.3. Amendment of Restrictions. The restrictions set forth in Section 4.2 hereof are fundamental to the operation and activities of the Fund and may not be changed without the affirmative vote of a majority of the Participants entitled to vote, except that such restrictions may be changed by the Trustees so as to make them more restrictive when necessary to conform the investment program and activities of the Fund to the Laws of the State of Illinois and the United States of America as they may from time to time be amended.

ARTICLE V

LIMITATIONS OF LIABILITY

Section 5.1. Liability to Third Persons. No Participant shall be subject to any personal liability whatsoever, in tort, contract or otherwise to any other Person or Persons in connection with Fund Property or the affairs of the Fund; and no Trustee, officer, or employee of the Fund or any other Person designated by the Trustees shall be subject to any personal liability whatsoever in tort, contract or otherwise, to any other Person or Persons in connection with Fund Property or the affairs of the Fund, except that each shall be personally liable for his bad faith, willful misconduct, gross negligence or reckless disregard of his duties or for his failure to act in good faith in the reasonable belief that his action was in the best interest of the Fund and except that the Investment Advisory Agreement shall provide for the personal liability of the Adviser for its willful or grossly negligent failure to take reasonable measures to restrict investments of Fund Property to those permitted by Law and this Declaration; and all such other Persons shall look solely to the Fund Property for satisfaction of claims of any nature arising in connection with the affairs of the Fund. If any Participant, Trustee, officer or employee, as such, of the Fund or any other Person designated by the Trustees is made a party to any suit or proceedings to assert or enforce any such liability, he shall not on account thereof be held to any personal liability.

Section 5.2. Liability to the Fund or to the Participants. No Trustee, officer or employee of the Fund or any other Person designated by the Trustees shall be liable to the Fund or to any Participant, Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator, the Consultant, and the Custodian) of the Fund for any action or failure to act (including, without limitation, the failure to compel in any way any former or acting Trustee to redress any breach of trust) except for his own bad faith, willful misfeasance, gross negligence or reckless disregard of his duties and except that the Investment Advisory Agreement shall provide for the personal liability of the Adviser for its willful or gross negligent failure to take reasonable measures to restrict investments of Fund Property to those permitted by Law and this Declaration; *provided, however,* that the provisions of this Section 5.2 shall not limit the liability of any Person (including, without limitation, the Adviser, the Administrator, the Consultant, and the Custodian) with respect to breaches by it of a contract between it and the Fund.

Section 5.3. Indemnification. (a) The Fund shall indemnify and hold each Participant harmless from and against all claims and liabilities, whether they proceed to judgment or are settled or otherwise brought to a conclusion, to which such Participant may become subject by reason of its being or having been a Participant, and shall reimburse such Participant for all legal and other expenses reasonably incurred by it in connection with any such claim or liability. The rights accruing to a Participant under this Section 5.3 shall not exclude any other right to which such Participant may be lawfully entitled, nor shall anything herein contained restrict the right of the Fund to indemnify or reimburse a Participant in any appropriate situation even though not specifically provided herein.

(b) The Fund shall indemnify each of its Trustees and officers, and employees and other Persons designated by the Board of Trustees to receive such indemnification (including, without limitation, the Administrator, the Adviser and the Custodian), against all liabilities and expenses (including, without limitation, amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees) reasonably incurred by him in connection with the defense or disposition of any action, suit or other proceeding by the Fund or any other Person, whether civil or criminal, in which he may be involved or with which he may be threatened, while in office or thereafter, by reason of his being or having been such a Trustee, officer, employee or other designated Person, except as to any matter as to which he shall have been adjudicated to have acted in bad faith or with willful misfeasance or reckless disregard of his duties or gross negligence; *provided, however,* that the provisions of this Section 5.3 shall not be construed to permit the indemnification of any Person with respect to breaches by it of a contract between it and the Fund; and *further provided, however,* that as to any matter disposed of by a compromise payment by such Trustee, officer, employee or other designated Person, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless the Fund shall have received a written opinion from independent counsel approved by the Trustees to the effect that if the foregoing matters had been adjudicated, the defenses that could have been presented on behalf of such Trustee, officer, employee or other designated Person were meritorious. The rights accruing to any Trustee, officer, employee or other designated Person under the provisions of this paragraph (b) of this Section 5.3 shall not exclude any other right to which he may be lawfully entitled; *provided, however,* that no Trustee, officer, employee or other designated Person may satisfy any right of indemnity or reimbursement granted herein or to which he may be otherwise entitled except out of the Fund Property, and no Participant shall be personally liable to any Person with respect to any claim for indemnity or reimbursement or otherwise. The Trustees may make advance payments in connection with indemnification under this paragraph (b) of this Section 5.3, *provided* that the indemnified Trustee, officer, employee or other designated Person shall have given a written undertaking to reimburse the Fund in the event that it is subsequently determined that he is not entitled to such indemnification.

(c) Any action taken by, or conduct on the part of, a Trustee, an officer, or an employee of the Fund or other Person designated by the Trustees in conformity with, or in good faith reliance upon, the provisions of Section 2.14 or Section 5.7 hereof shall not, for the purpose of this Declaration (including, without limitation, Sections 5.1 and 5.2 and this Section 5.3) constitute bad faith, willful misfeasance, gross negligence or reckless disregard of his duties.

Section 5.4. Surety Bonds. No Trustee shall, as such, be obligated to give any bond or surety or other security for the performance of any of his duties.

Section 5.5. Apparent Authority. No purchaser, seller, transfer agent or other Person dealing with the Trustees or any officer, employee or agent of the Fund shall be bound to make any inquiry concerning the validity of any transaction purporting to be made by the Trustee or by such officer, employee or agent or make inquiry concerning or be liable for the application of money or property paid, transferred or delivered to or on the order of the Trustees or of such officer, employee or agent.

Section 5.6. Recitals. Any written instrument creating an obligation of the Fund shall be conclusively taken to have been executed by a Trustee or an officer, employee or agent of the Fund only in his capacity as a Trustee under this Declaration or in his capacity as an officer, employee or agent of the Fund. Any written instrument creating an obligation of the Fund (other than instruments or agreements pertaining to the Fund's investment on behalf of the Fund by the Adviser) shall refer to this Declaration and contain a recital to the effect that the obligations thereunder are not personally binding upon, nor shall resort be had to the property of, any of the Trustees, Participants, officers, employees or agents of the Fund, and that only the Fund Property or a specific portion thereof shall be bound, and such written instrument may contain any further similar recital which may be deemed appropriate; *provided, however,* that the omission of any recital pursuant to this Section 5.6 shall not operate to impose personal liability on any of the Trustees, Participants, officers, employees or agents of the Fund.

Section 5.7. Reliance on Experts, Etc. Each Trustee and each officer of the Fund shall, in the performance of his duties, be fully and completely justified and protected with regard to any act or any failure to act resulting from reliance in good faith upon the books of account or other records of the Fund, upon an opinion of counsel or upon reports made to the Fund by any of its officer or employees or by the Adviser, the Administrator, the Consultant and the Custodian, accountants, appraisers or other experts or consultants selected with reasonable care by the officers of the Fund.

Section 5.8. Liability Insurance. The Trustees shall, at all times, maintain insurance for the protection of the Fund Property, and the Trustees, Participants, officers, employees and agents of the Fund in such amount as the Trustees shall deem adequate to cover all foreseeable tort and contract liability to the extent available at reasonable rates.

ARTICLE VI

INTERESTS OF PARTICIPANTS

Section 6.1. General. (a) The beneficial interest of the Participants hereunder in the Fund Property and the earnings thereon shall, for convenience of reference, be divided into Shares, which shall be used as units to measure the proportionate allocation to the respective Participants of the beneficial interest hereunder. The number of Shares that may be used to measure and represent the proportionate allocation of beneficial interest among the Participants is unlimited. The beneficial interest hereunder measured by the Shares shall not entitle a Participant to which Shares relate to preference, preemptive, appraisal, conversion, or exchange rights of any kind with respect to the Fund or the Fund Property. Title to the Fund Property of every description and the right to conduct any affairs herein described are vested in the Trustees on behalf, and for the beneficial interest, of the Participants, and the Participants shall have no interest therein other than the beneficial interest conferred hereby and measured by their Shares, and they shall have no right to call for any partition or division of any property, profits, rights or interests of the Fund nor can they be called upon to share or assume any losses of the Fund or suffer an assessment of any kind by virtue of the allocation of Shares to them, except as provided in Article X hereof.

The Trustees, in their discretion, from time to time, may authorize the division of Shares into two or more Series, or the establishment of two or more Series of Shares, each Series relating to a separate portfolio of investments. All references to Shares in this Declaration shall be deemed to be Shares of any one Series, any one or more Series, or all Series as the context may require.

(b) If the Trustees shall divide the Shares into two or more Series, the following Provisions shall be applicable:

(i) The number of Shares of each Series that may be used to measure the respective beneficial interests of the Participants in the portfolio of investments to which such Series relates shall be unlimited.

(ii) All Shares of a Series shall be of one class representing equal distribution, liquidation and other rights.

(iii) The Trustees shall have the power to invest and reinvest the Fund Property applicable to each Series in accordance with the investment policies and restrictions set forth in this Declaration, the Bylaws, or otherwise. The Trustees may establish more restrictive investment policies and restrictions for any particular Series.

(iv) All funds received by the Fund from a Participant with respect to a particular Series, together with all assets in which such funds are invested or reinvested, all income, earnings, profits and proceeds thereof, including any proceeds derived from the sale, exchange or liquidation of such assets, and (except to the extent otherwise determined by the Trustees pursuant to Section 10.4 hereof) any funds or payments derived from any reinvestment of such proceeds in whatever form the same may be, shall irrevocably belong to that Series for all purposes, subject only to the rights of creditors, and shall be so recorded upon the books of account of the Fund. In the event that there are any assets, income, earnings, profits or payments which are not readily identifiable as belonging to any particular Series, the Trustees shall allocate them among any one or more of the Series (or to a reserve pursuant to Section 10.4 hereof) established and designated from time to time in such manner and on such basis as they, in their sole discretion, deem fair and equitable. Each such allocation by the Trustees shall be conclusive and binding upon the Participants of all Series for all purposes.

(v) The assets belonging to each particular Series shall be charged with the liabilities of the Fund in respect of that Series and all expenses, costs, charges and reserves attributable to that Series in such manner and on such basis as the Trustees in their sole discretion deem fair and equitable. Any general liabilities, expenses, costs, charges or reserves of the Fund which are not readily identifiable as attributable to any particular Series shall be allocated and charged by the Trustees to and among any one or more of the Series established and designated from time to time in such manner and on such basis as the Trustees in their sole discretion deem fair and equitable. Each allocation of liabilities, expenses, costs, charges and reserves by the Trustees shall be conclusive and binding upon the Participants of all Series for all purposes. The Trustees shall have

full discretion to determine which asset items will be treated as income and which as funds placed in the Fund by Participants and each such determination and allocation shall be conclusive and binding upon the Participants of all Series.

(vi) The net income of the Fund shall be determined separately for each Series and shall be credited to the respective Share account of the Participants in each Series in the manner and at the times provided in Article X hereof.

(vii) The terms designated by the Trustee with respect to a Series may provide that the Shares of such Series shall only relate to a particular Participant or shall relate to all Participants or otherwise provide for a limitation on the number and identity of the Participants to which the Shares of such Series shall relate.

(viii) The terms designated by the Trustee with respect to a Series may provide that such Series shall be established on a particular date and be terminated on a particular date.

(ix) The terms designated by the Trustees with respect to a Series may provide for limitations of time or otherwise with respect to the ability of the Participants participating in such Series to withdraw funds relating to Shares of such Series from the Fund.

(x) To effect the division of the Shares into one or more Series or to establish a Series, the Trustees shall authorize and adopt a Certificate of Designation for each such Series. Such Certificate of Designation shall become effective when (a) executed (i) by any two of the Chairman, Treasurer and Secretary of the Fund or (ii) by such other Trustees or officers of the Fund as shall be determined by the Trustees and (b) lodged in the records of the Fund. Any such Certificate of Designation may be filed or recorded pursuant to Article XII of this Declaration, but no such recordation or filing shall be a condition precedent to the effectiveness of such Certificate of Designation. No Certificate of Designation shall be, or shall be deemed to be, an amendment of this Declaration within the meaning of Article XIII of this Declaration. It shall not be necessary for each Participant to be advised of the adoption of any Certificate of Designation prior to its effectiveness, but the Trustees shall take, or shall cause to be taken, such measures as are reasonably intended to notify the Participants on at least a quarterly basis of the authorization and adoption by the Trustees of any Certificate of Designation during the preceding quarter.

(xi) A copy of the Certificate of Designation relating to a Series shall be provided to each Participant participating in such Series. A copy of the Certificate of Designation relating to any Series shall be provided, upon written request therefor, to any Participant whether or not such Participant is participating in such Series.

(xii) A Certificate of Designation authorized and adopted by the Trustees pursuant to this Article VI shall be in substantially the following form, with the Trustees being hereby authorized to make such changes in the form set forth in this

Subsection (xii) as may be necessary from time to time to conform to, or accommodate, changes in law or regulation or the circumstances applicable or pertaining to a particular Series:

ILLINOIS METROPOLITAN INVESTMENT FUND

CERTIFICATE OF DESIGNATION

The Trustees of the Illinois Metropolitan Investment Fund (the *"Fund"*) by action taken by them on the _____ day of _____, 19___, pursuant to the authority vested in them by the Participants of the Fund in accordance with the Declaration of Trust do hereby adopt this Certificate of Designation authorizing and establishing a Series of Shares of the Fund.

The terms of such Series (the *"Series"*) shall be the follows:

1. *Nomenclature.* The Series shall be known and referred to as _____.

2. *Date of Establishment.* The Series shall be established as of _____.

3. *Duration.* The duration of the Series shall be _____.

4. *Participants.* The Participant or Participants that may participate (the *"Series Participants"*) in the Series are _____.

5. *Investments.* The nature of the investments in which funds of the Series Participant or Participants placed in the Fund with respect to the Series may be invested is _____.

6. *Average Weighted Maturity.* In accordance with Section 4.2(iii) of the Declaration of Trust, the average dollar weighted maturity of the Series shall be no greater than _____.

7. *Deposits and Redemptions.* _____.

8. *Diversification.* _____.

The Trustees for the purposes of curing any ambiguity or supplying any omission or curing or correcting any defect or inconsistent provision in the Certificate of Designation or to insert such provisions clarifying matters or questions arising under the Certificate of Designation as are necessary or desirable and are not contrary to or inconsistent with the Certificate of Designation theretofore in effect. The Participants participating in the Series to which the amendment relates shall be given notice thereof.

Section 6.2. Allocation of Shares. (a) The Trustees, in their discretion, may, from time to time, without vote of the Participants allocate Shares, in addition to the then allocated Shares, to such party or parties, for such amount and such type of consideration (including, without limitation, income from the investment of Fund Property), at such time or times (including, without limitation, each business day in accordance with the maintenance of a constant net asset value per Share as set forth in Section 10.2 hereof), and on such terms as the Trustees may deem best. In connection with any allocation of Shares, the Trustees may allocate fractional Shares. The Trustees may from time to time adjust the total number of Shares allocated without thereby changing the proportionate beneficial interests in the Fund. Reductions or increases in the number of allocated Shares may be made in order to maintain a constant net asset value per Share as set forth in Section 10.2 hereof. Shares shall be allocated and redeemed as whole Shares and/or one thousandths (1/1000ths) of a Share or multiples thereof.

(b) Shares may be allocated only to a municipal treasurer or official custodian that has become a Participant of the Fund in accordance with Section 1.2 hereof and who is acting with respect to the funds of a Municipality or intergovernmental risk management entity, self-insurance pool, waste management agency, or other intergovernmental entity composed solely of participating municipalities. Each Participant may divide its Shares administratively among more than one account within the Fund or Series for such Participant's convenience in accordance with such procedures as the Trustees may establish.

(c) The minimum amount of funds which may be placed in the Fund by a Participant at any one time shall be as determined by the Trustees from time to time.

Section 6.3. Evidence of Share Allocation. Evidence of Share allocation shall be reflected in the Share Register maintained by or on behalf of the Fund pursuant to Section 7.1 hereof, and the Fund shall not be required to issue certificates as evidence of Share allocation.

Section 6.4. Redemption to Maintain Constant Net Asset Value. If so determined by the Trustees, the Shares of one or more Series of the Fund shall be subject to redemption pursuant to the procedure for reduction of outstanding Shares set forth in Section 10.2 hereof in order to maintain the constant net asset value per Share.

Section 6.5. Redemptions. Payments by the Fund to Participants, and the reduction of Shares resulting therefrom, are, for convenience, referred to in this Declaration as "redemptions." Any and all allocated Shares may be redeemed at the option of the Participant whose beneficial interest hereunder is measured by such Shares, upon and subject to the terms and conditions provided in this Declaration and the Investment Circular. The Fund shall, upon application of any Participant, promptly redeem from such Participant allocated Shares for an amount per Share equivalent to the proportionate interest measured by each Share in the net assets of the Fund at the time of the redemption pursuant to the procedures for effecting redemption as adopted by the Trustees and as set forth in the Investment Circular of the Fund, as the same may be amended from time to time, or applicable Certificates of Designation; *provided, however,* that such procedures shall not be structured so as to substantially and materially restrict the ability of the Participants to withdraw funds from the Fund by the redemption of Shares; *provided further, however,* that the Trustees shall have the power to provide for redemption procedures relating to

any particular Series which are consistent with the purpose and intent of this Declaration and consistent with the terms of the Certificate of Designation of such Series and such procedures may, among other things, establish periods during which funds relating to Shares of such Series may not be withdrawn from the Fund.

Section 6.6. Suspension of Redemption; Postponement of Payment. Each Participant, by its adoption of this Declaration, agrees that the Trustees may, without the necessity of a formal meeting of the Trustees, temporarily suspend the right of redemption or postpone the date of payment for redeemed Shares for all Series or any one or more Series for the whole or any part of any period (i) during which there shall have occurred any state of war, national emergency, banking moratorium or suspension of payments by banks in the State of Illinois or any general suspension of trading or limitations of prices on the New York or American Stock Exchange (other than customary weekend and holiday closings) or (ii) during which any financial emergency situation exists as a result of which disposal by the Fund of Fund Property is not reasonably practicable because of the substantial losses which might be incurred or it is not reasonably practicable for the Fund fairly to determine the value of its net assets. Such suspension or postponement shall not alter or affect a Participant's beneficial interest hereunder as measured by its Shares or the accrued interest and earnings thereon. Such suspension or payment shall take effect at such time as the Trustees shall specify but not later than the close of business on the business day next following the declaration of suspension, and thereafter there shall be no right of redemption or payment until the Trustees shall declare the suspension or postponement and, except that the suspension or postponement shall terminate in any event on the first day on which the period specified in clause (i) or (ii) above shall have expired (as to which, the determination of the Trustees shall be conclusive). In the case of a suspension of the right of redemption or a postponement of payment for redeemed Shares, a Participant may either (i) withdraw its request for redemption or (ii) receive payment based on the net asset value existing after the termination of the suspension.

Section 6.7. Minimum Purchase or Redemption. The Certificate of Designation of each Series may provide for a dollar amount worth of Shares or a minimum number of Shares may be purchased or redeemed at any one time at the option of a Participant.

Section 6.8. Defective Redemption Requests. In the event that a Participant shall submit a request for the redemption of a greater number of Shares than are then allocated to such Participant, such request shall not be honored and, each Participant, by its adoption of this Declaration, agrees that the Trustees shall have full and complete power to redeem an amount of the Shares allocated to such Participant, at a redemption price determined in accordance with Section 6.5 hereof, sufficient to reimburse the Fund for any fees, expenses, costs or penalties actually incurred by the Fund as a result of such defective redemption request.

ARTICLE VII

RECORD OF SHARES

Section 7.1. Share Register. The Share Register shall be kept by or on behalf of the Trustees, under the direction of the Trustees, and shall contain (i) the names and addresses of the Participants (including an e-mail address of the main contact within the Participant), (ii) the number of Shares representing their respective beneficial interests hereunder and (iii) a record of all allocations and redemptions thereof. Such Share Register shall be conclusive as to the identity of the Participants to which the Shares are allocated. Only Participants whose allocation of Shares is recorded on such Share Register shall be entitled to receive distributions with respect to Shares or otherwise to exercise or enjoy the rights and benefits related to the beneficial interest hereunder represented by the Shares. No Participant shall be entitled to receive any distribution, nor to have notices given to it as herein provided, until it has given its appropriate address (including e-mail address) to such officer or agent of the Fund as shall keep the Share Register for entry thereon.

Section 7.2. Registrar. The Trustees shall have full and complete power to employ a registrar. Unless otherwise determined by the Trustees, the Share Register shall be kept by the Administrator which shall serve as the registrar for the Fund. The registrar shall record the original allocations of Shares in the Share Register. Such registrar shall perform the duties usually performed by registrars of certificates and shares of stock in a corporation, except as such duties may be modified by the Trustees.

Section 7.3. Owner of Record. No Person becoming entitled to any Shares in consequence of the merger, reorganization, consolidation, bankruptcy or insolvency of any Participant or otherwise, by operation of Law, shall be recorded as the Participant to which such Shares are allocated and shall only be entitled to the redemption value of such Shares. Until the Person becoming entitled to such redemption value shall apply for the payment thereof and present any proof of such entitlement as the Trustees may in their sole discretion deem appropriate, the Participant of record to which such Shares are allocated shall be deemed to be the Participant to which such Shares are allocated for all purposes hereof, and neither the Trustees nor the registrar nor any officer or agent of the Fund shall be affected by any notice of such merger, reorganization, consolidation, bankruptcy, insolvency or other event.

Section 7.4. No Transfers of Shares. The beneficial interests measured by the Shares shall not be transferable, in whole or in part, other than to the Fund itself for purposes of redemption.

Section 7.5. Limitation of Fiduciary Responsibility. The Trustees shall not, nor shall the Participants or any officer, registrar or other agent of the Fund, be bound to see to the execution of any trust, express, implied or constructive, or of any charge, pledge or equity to which any of the Shares or any interest therein are subject, or to ascertain or inquire whether any redemption of such Shares by any Participant or its representatives is authorized by such trust, charge, pledge or equity, or to recognize any Person as having any interest therein except the Participant recorded

as the Participant to which such Shares are allocated. The receipt of the Participant in whose name any Share is recorded or of the duly authorized agent of such Participant shall be a sufficient discharge for all moneys payable or deliverable in respect of such Shares and from all liability to see to the proper application thereof.

Section 7.6. Notices. Any and all notices to which Participants hereunder may be entitled and any and all communications shall be deemed duly served or given if (i) mailed, postage prepaid, addressed to Participants of records at their last known post office addresses or (i) e-mailed to the main contacts of the Participants of records, each as recorded on the Share Register provided for in Section 7.1 hereof. Notice given by e-mail shall be deemed given when the e-mail message is transmitted.

ARTICLE VIII

PARTICIPANTS

Section 8.1. Voting. Each Participant shall be entitled to one vote as a matter of right with respect to the following matters: (i) amendment of this Declaration or termination of the Fund as provided in Section 4.3 and Section 13.1 hereof; (ii) reorganization of the Fund as provided in Section 13.2 hereof; and (iii) election of Trustees as provided in Section 9.3 hereof. The Participant shall have a fund balance in its account 45 days prior to its taking any vote or for any other purpose at any meeting including being considered as a member for the purpose of determining a quorum at the annual meeting. Participants shall not be entitled to vote on a Series by Series basis, except (a) when required by the Investment Company Act of 1940, as amended, Shares shall be voted by individual series and not in the aggregate; and (b) when the Trustees have determined that the matter affects only the interest of one or more series, then only shareholders of such series shall be entitled to vote thereon.

Section 8.2. Right to Initiate a Vote of the Participants. The Participants shall, by an instrument or concurrent instruments in writing delivered to the Board of Trustees signed by at least twenty-five percent (25%) of the Participants, have the right to initiate a vote of the Participants as to any matter described in clause (i) or clause (ii) of Section 8.1 hereof. Within thirty (30) days of receipt of such instrument or instruments, the Board of Trustees shall cause a ballot to be sent to each Participant, setting forth the matter to be voted on and the manner in which such ballots should be executed and delivered.

Section 8.3. Inspection of Records. The records of the Fund shall be open to inspection by any Participant at all reasonable times, provided that ten (10) days' written notice thereof is given to the Board of Trustees.

Section 8.4. Meetings of Participants. (a) Meetings of the Participants may be called at any time by a majority of the Trustees, such request specifying the purpose or purposes for which such meeting is to be called. Any such meeting shall be held within the State of Illinois at such place, on such day and at such time as the Trustees shall designate.

(b) A majority of the Participants entitled to vote at such meeting present in person (including, if permitted by applicable Law, participation by conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other) or by proxy shall constitute a quorum at any annual or special meeting.

Section 8.5. Annual Meetings or Votes. Annual meetings or votes of the Participants shall be held during January of each year. The business transacted at such meetings, or matters considered in such votes, may include the transaction of such business or consideration of such matters as Participants may be entitled to vote upon as provided in this Article VIII, or as the Trustees may determine.

Section 8.6. Notice of Meetings and Votes. Notice of all meetings of the Participants, stating the time, place and purposes of the meeting, and notice of any vote without a meeting, stating the purpose and method thereof shall be given by the Trustees by mail to each Participant at its registered address, mailed at least seven (7) days and not more than sixty (60) days before the meeting or the day by which votes must be cast. Alternatively, such notice shall be given during such time period by e-mail to the main contact at each Participant (as such contact is recorded on the Share Register provided for in Section 7.1 hereof). Only the business stated in the notice of a meeting shall be considered at such meeting. Any adjourned meeting may be held as adjourned without further notice. Any notice required by any "open meeting," "sunshine" or similar law, whether now or hereafter in effect, shall also be given.

Section 8.7. Record Date for Meetings and Votes. For the purpose of determining the Participants that are entitled to vote or act at any meeting or any adjournment thereof, or who are entitled to participate in any vote, or for the purpose of any other action, the Trustees may from time to time fix a date not more than thirty (30) days prior to the date of any meeting or vote of Participants or other action as a record date for the determination of Participants entitled to vote at such meeting or any adjournment thereof or to cast a ballot in such vote or to be treated at Participants of record for purposes of such other action. Any Participant which was a Participant at the time so fixed shall be entitled to vote at such meeting or any adjournment thereof, or to cast a ballot in such vote, even though it then had no Shares allocated to it or has since that date redeemed its Shares. No Participant becoming such after that date shall be so entitled to vote at such meeting or any adjournment thereof or to cast a ballot in such vote or to be treated as a Participant of record for purposes of such other action.

Section 8.8. Proxies. At any meeting of Participants, if permitted by applicable Law, any Participant entitled to vote may vote by proxy, *provided* that no proxy shall be voted at any meeting unless it shall have been placed on file with the Secretary of the Fund, or with such other officer or agent of the Fund as the Secretary of the Fund may direct, for verification prior to the time at which such vote shall be taken. Pursuant to a resolution of a majority of the Trustees, proxies may be solicited in the name of one or more of the officers of the Fund. All proxies shall be revocable at the option of the Participant.

Section 8.9. Number of Votes. Only Participants of record shall be entitled to vote and each Participant shall be entitled to one vote without regard to the number of Shares allocated to it and without regard to the number of Series in which a Participant participates. A proxy

purporting to be executed by or on behalf of a Participant shall be deemed valid unless challenged at or prior to its exercise, and the burden of proving invalidity shall rest on the challenger.

Section 8.10. Reports. (a) The Trustees shall cause to be prepared at least annually with respect to any Series of indefinite duration, commencing with the first complete fiscal year after Shares have been purchased for any such Series, (i) financial statements containing at a minimum a statement of assets and liabilities and statements of operations and of changes in net assets of such Series prepared in conformity with generally accepted accounting principles and (ii) an opinion of an independent certified public accountant on such financial statements based on an examination of the books and records of the Fund pertaining to such Series made in accordance with generally accepted auditing standards. A signed copy of such report and opinion shall be filed with the Trustees within such period after the close of the period covered thereby as may be determined by the Trustees. Copies of such reports shall be mailed (or e-mailed) to all Participants of record within a reasonable period preceding the annual meeting or vote of the Participants. The Trustees shall, in addition, furnish to the Participants, at least quarterly, an interim report containing an unaudited balance sheet of the Fund as at the end of such quarterly period and statements of operations and changes in net assets for the period from the beginning of the then current fiscal year to the end of such quarterly period.

(b) In addition to any reports and opinions prepared pursuant to paragraph (a) of this Section 8.10, the Trustees may cause to be prepared or conducted by the Fund's independent accountant such other reports and examinations as the Trustee's shall, in their discretion, deem appropriate.

ARTICLE IX

TRUSTEES AND OFFICERS

Section 9.1. Number and Qualifications. (a) The governing body of the Fund shall be the Board of Trustees, the membership of which shall be determined as hereinafter provided. The total number of Trustees shall be eight, one from each of the following Chicago metropolitan councils of government (collectively, known hereinafter as the "COGs"): Northwest Municipal Conference, West Central Municipal Conference, South Suburban Mayors and Managers Association, Du Page Mayors and Managers Conference, and Will County Governmental League and three at-large Trustees. A Trustee representing one of the COGS shall be an official of a Municipality or public agency that is a Participant with a fund balance in its account and that is a member of the respective COG from which the Trustee shall serve, *or* an official of an intergovernmental risk management entity, self-insurance pool, waste management agency, or other intergovernmental entity that is a Participant with a fund balance in its account and that is a member of the respective COG from which the Trustee shall serve. As a further qualification for office for those Trustees representing one of the five COGs, those officials shall present evidence in writing of the granting of an authorization by the respective COG with which such official is affiliated. At-large Trustees shall be officials from any Municipality or public agency, intergovernmental risk management entity, self-insurance pool, waste management agency, or

other intergovernmental entity composed solely of participating municipalities that are Participants without regard to any COG affiliations, and have had a funded account with the Fund for a minimum of one (1) year as of October 1st of the year of nomination to the Board of Trustees.

(b) Any vacancy created on the Board of Trustees shall be filled by the appointment of an individual having the qualifications described in Section 9.1 (a) hereof made by a resolution of a majority of the Trustees then in office. The individual named in the resolution of appointment shall: (i) accept such appointment in writing and (ii) agree in writing to be bound by this Declaration. Whenever any vacancy in the number of Trustees shall occur, until such vacancy is filled as provided in Section 9.5 hereof, the Trustees or Trustee continuing in office, regardless of their number, shall have all the power granted to the Trustees and shall discharge all the duties imposed upon the Trustees by this Declaration.

(c) The Trustees, in their capacity as Trustees, shall not be required to devote their entire time to the business and affairs of the Fund.

Section 9.2. Initial Trustees. By the initial execution of this Declaration, the following individuals shall be appointed to serve as the initial Trustees:

NAME	ADDRESS	AFFILIATION
Grace Turi	Village of Western Springs 740 Hillgrove Avenue Western Springs, IL 60558-1409	West Central Municipal Conference
David Niemeyer	Village of Richton Park 4455 Sauke Trail Richton Park, IL 60471-1126	South Suburban Mayors and Managers Association
David Cook	Village of Hinsdale 19 East Chicago Avenue Hinsdale, IL 60521-3431	DuPage Mayors and Managers Conference
Gary Holmes	Village of Shorewood 903 West Jefferson Shorewood, IL 60435-9705	Will County Governmental League
Robert Nowak	Village of Skokie 5127 West Oakton Street Skokie, IL 60077-3633	Northwest Municipal Conference
William Brimm	Village of Buffalo Grove 50 Raupp Boulevard Buffalo Grove, IL 60089-2139	At Large (Northwest Municipal Conference)
John Crois	Village of Westchester 10240 West Roosevelt Road Westchester, IL 60154-2519	At Large (West Central Municipal Conference)

Section 9.3. Term and Election. Each Trustee elected or appointed as provided in Section 9.1 or 9.5 hereof, shall (except in the event of resignations or removals or vacancies pursuant to Section 9.4 or 9.5 hereof) hold office until their successor has been elected and has qualified to serve as Trustee. At the first annual meeting or vote of the Participants, the Trustees shall be divided by lot into the following three classes:

CLASS A	Three At-Large Trustees
CLASS B	Municipal Officials Representing Two of the five COGs
CLASS C	Municipal Officials Representing Remaining 3 COGs

The initial term of office for Class A Trustees shall be until their successors elected at the annual meeting of Participants in January, 1997 have qualified to serve as Trustees. The initial term of office for Class B Trustees shall be until their successors elected at the annual meeting of Participants in January, 1998 have qualified to serve as Trustees. The initial term of office for Class C Trustees shall be until their successors elected at the annual meeting of Participants in January, 1999 have qualified to serve as Trustees. The term of office for each Class B and Class C Trustee after the initial term of office shall be three years. At the annual meeting of Participants following the conclusion of each fiscal year, Class B and Class C Trustees shall be elected to succeed those whose terms expire and to serve for a term of three years or until their successors shall be elected and qualified. After the initial term of office for the three Class A at-large Trustees, subsequent Class A at-large Trustees candidates shall be nominated for office by either the Board of Trustees or by a minimum of ten Participants. Commencing with the Trustee election in 2006, three Class A at-large Trustees shall be elected, and their terms shall be staggered by lot for one, two and three year terms. Terms of service for the Class A at-large Trustees elected in 2006 shall expire in 2007, 2008, and 2009 respectively. Trustees may succeed themselves in office. Election of Trustees shall be by an affirmative vote of the majority of the Participants entitled to vote on the matter, with each Participant being entitled to one vote. The election of a Trustee (other than an individual who was serving as a Trustee immediately prior to such election) shall not become effective until and unless such person shall (i) have accepted his election in writing; (ii) have agreed in writing to be bound by the terms of this Declaration; and (iii) be an individual having the qualifications described in Section 9.1 (a) hereof. Trustees elected to fill newly-created positions or appointed during a term shall serve until the expiration of the term for the other Trustees of such Class.

Section 9.4. Resignation and Removal. Any Trustee may resign (without need for a prior or subsequent accounting) by an instrument in writing signed by him and delivered to the Chairman, the Vice Chairman, or the Secretary (referred to in Section 9.7 hereof) and such resignation shall be effective upon delivery or at a later date according to the terms of the notice. Any Trustee may be removed with or without cause by a majority vote of the remaining Trustees. Upon the resignation or removal of a Trustee or his otherwise ceasing to be a Trustee, he shall execute and deliver such documents as the remaining Trustees shall require for the purpose of conveying to the Fund or the remaining Trustees any Fund Property held in the name of the resigning or removed Trustee. Upon the incapacity or death of any Trustee, his legal representative shall execute and deliver on his behalf such documents as the remaining Trustees shall require as provided in the preceding sentence.

Section 9.5. *Vacancies.* (a) The term of office of a Trustee shall terminate and a vacancy shall occur in the event of the failure of such Trustee to qualify under Section 9.1 (a) hereof or the death, resignation, adjudicated bankruptcy or incompetence, or other incapacity to exercise the duties of the office, or removal of a Trustee. In the event of a Trustee's resignation as an official of a Participant and the subsequent employment by a non-participating municipality or public agency, the Trustee shall have 90 days from such resignation date in which to have the new employer become a Participant with a fund balance in its account prior to the Trustee's seat being vacated for reasons of non-qualification under Section 9.1(a) hereof.

(b) No such vacancy shall operate to annul this Declaration or to revoke any existing agency created pursuant to the terms of this Declaration and title to any Fund Property held in the name of such Trustee and the other Trustees or otherwise, shall, in the event of the death, resignation, removal, bankruptcy, adjudicated bankruptcy or incompetence, or other incapacity to exercise the duties of the office of such Trustee, vest in the continuing or surviving Trustees without necessity of any further act or conveyance. In the case of an existing vacancy, a majority of the Trustees continuing in office, regardless of their number, acting by resolution may fill such vacancy and any Trustee so elected by the Trustees shall hold office until the next annual meeting of Participants and until his successor has been elected and has qualified to serve as Trustee.

(c) Upon the effectiveness of any such appointment as provided in this Section 9.5, the Fund Property shall vest in such new Trustee jointly with the continuing or surviving Trustees without the necessity of any further act or conveyance; *provided, however,* that no such election shall become effective unless or until the new Trustee shall (i) have accepted his election in writing; (ii) have agreed in writing to be bound by the terms of this Declaration; and (iii) be an individual having the qualifications described in Section 9.1 (a) hereof.

Section 9.6. *Meetings.* Meetings of the Trustees shall be held from time to time upon the call of the Chairman, or any two Trustees. Regular meetings of the Trustees may be held without call or notice at a time and place fixed by the bylaws or by resolution of the Trustees. The Trustees may act with or without a meeting, if permitted by law. A quorum for all meetings shall be a majority of the Trustees. Any agreement or other instrument or writing executed by one or more the Trustees or by any authorized persons shall be valid and binding upon the Trustees and upon the Fund when authorized or ratified by action of the Trustees as provided in this Declaration. Any meeting, regular or special, may be held by conference telephone or similar communication equipment, so long as all Trustees participating in the meeting can hear one another; and all such Trustees shall be deemed to be present in person at the meeting.

Section 9.7. *Officers.* (a) The officers of the Fund shall be a Chairman, a Vice-Chairman, an Executive Director, a Treasurer, a Secretary and such other officers, if any, as the Trustees may from time to time elect or appoint. Any officer may be (but no officer need be, unless otherwise required by this Section 9.7) a Trustee or Participant of the Fund, except that the Executive Director shall not be a Participant. Except for the Chairman and Vice-Chairman, any two or more offices may be held by the same person.

(b) The Chairman, the Vice-Chairman, the Treasurer and the Secretary shall be elected annually by the Trustees at their first meeting in each calendar year or at such later meeting in

such year as the Trustees shall determine. Other officers, including (without limitation) the Executive Director, may be appointed by the Trustees at said meeting or at any other time. The Chairman, the Vice-Chairman, the Treasurer and the Secretary shall be Trustees and shall be elected by the Trustees for two-year terms and may hold office only as long as they continue to be Trustees. Effective January 1, 2004, officers shall serve for a maximum of three (3) consecutive two-year terms or until such time as their term on the Board ends, whichever is sooner. Officers may be nominated for another office and if elected could serve for a maximum of three (3) consecutive two-year terms in the new office. Each other officer, including (without limitation) the Executive Director, shall hold office at the pleasure of the Trustees and shall remain in office until their respective successors and assigns are chosen and qualified, unless their term of office is sooner terminated, by death, resignation or removal.

(c) The Chairman shall preside at all meetings of the Participants and of the Trustees at which he is present; and shall have such other duties and powers as specified herein and as may be assigned to him by the Trustees. The Vice-Chairman shall be assigned such duties as the Chairman deems appropriate. In the event of the Chairman's absence or inability to act, the Vice-Chairman shall, during such absence or inability to act, or until such time as a new Chairman is chosen, perform all duties and exercise all powers within the normal purview of the Chairman.

(d) The Executive Director shall be the chief executive and chief investment officer of the Fund. The Executive Director shall, subject to the control, supervision and direction of the Trustees, have general supervision, direction and control of the business of the Fund and of its employees, and shall perform such other duties and have such other powers as the Trustees shall prescribe from time to time.

(e) The Treasurer shall be the chief financial officer of the Fund and, subject to any arrangement made by the Trustees with a bank or trust company or other organization as custodian, shall be in charge of its valuable papers and shall have such other duties and powers as may be designated from time to time by the Trustees. Any Assistant Treasurer shall have such duties and powers as shall be designated from time to time by the Trustees. The Treasurer shall also be the chief accounting officer of the Fund and shall be in charge of its books of account and accounting records. The Treasurer shall be responsible for preparation of financial statements of the Fund and shall have such other duties and powers as may be designated from time to time by the Trustees.

(f) The Secretary shall record all proceedings of the Participants and the Trustees in books to be kept therefor, which books shall be kept at the principal office of the Fund. In the absence of the Secretary from any meeting of the Participants or Trustees, an Assistant Secretary, or if there be none or if he or she is absent, a temporary clerk chosen at the meeting shall record the proceedings thereof in the aforesaid books.

(g) No Trustee, officer or employee of the Fund shall be an "interested person" of the Adviser as such term is defined in Investment Company Act of 1940, as amended.

Section 9.8. Bylaws. The Participants may adopt and, from time to time, amend or repeal bylaws for the conduct of the business of the Fund, and in such bylaws, among other things, may define the duties of the respective officers, agents, employees, and representatives of the Fund. Any amendment to the Bylaws should be submitted in writing to each Participant at least twenty-eight (28) days prior to the meeting of the Participants at which the proposed amendment is to be considered. Amendments shall be adopted by not less than three-fifths (3/5ths) affirmative vote of all the Participants, who may vote either in person or by proxy. The Bylaws shall not conflict with the provisions hereof, and to the extent of any such conflict, the provisions of this Declaration of Trust shall be deemed to control.

ARTICLE X

DETERMINATION OF NET ASSET VALUE AND NET INCOME; DISTRIBUTIONS TO PARTICIPANTS

Section 10.1. Net Asset Value. The net asset value of each allocated Share of the Fund shall be determined at such time or times as the Trustees by resolution may determine. The method of determining net asset value shall be established by the Trustees and shall be set forth in the Investment Circular as the same may be amended from time to time or in the applicable Certificate of Designation of a Series. The duty to make the calculations may be delegated by the Trustees to the Adviser, the Administrator, the Custodian or such other Person as the Trustees by resolution may designate. The Trustees may adopt different methods for the determination of the net asset value of different Series of Shares.

Section 10.2. Constant Net Asset Value; Reduction of Allocated Shares. (a) In furtherance and not in limitation of the provisions of Section 10.1, the Trustees may designate that one or more Series shall be governed by the provisions of this Section 10.2. The Trustees shall have full and complete power to determine the net income (including unrealized gains and losses on the portfolio assets) of the Series once on each business day and, upon each such determination such net income shall be credited proportionately to the accounts of the Participants in such a manner, and with the result, that the net asset value per Share of the Series shall remain at a constant dollar value. The general method used for the determination of the net income of the Series and the crediting thereof proportionately to the respective accounts of the Participants shall be determined by the Trustees and shall be set forth in the Investment Circular as the same may be amended from time to time or in the applicable Certificate of Designation. The duty to make the daily calculations may be delegated by the Trustees to the Adviser, the Administrator, the Custodian or such other Person as the Trustees may designate. Fluctuations in value will be reflected in the number of Shares allocated to each Participant. If there is a net loss, the Trustees will first offset such amount against income accrued to each Participant. To the extent that such a net loss would exceed such accrued income, the Trustees will reduce the aggregate number of the Series' allocated Shares in an amount equal to the amount by which the net loss exceeds accrued income by having each Participant contribute to the Fund's corpus its *pro rata* portion of the total number of Shares required to be redeemed in order to permit the net asset value per Share of the Series to be maintained at a constant dollar value. Each Participant will be deemed to have agreed to such contributions in these circumstances by its investment in the Fund and the

Series and its adoption of this Declaration. The purpose of the foregoing procedure is to permit the net asset value per Share of the Series to be maintained at a constant dollar value per Share.

(b) The Trustees may discontinue or amend the practice of attempting to maintain the net asset value per Share at a constant dollar amount at any time and such modification shall be evidenced by appropriate changes in the Investment Circular as the same may be amended from time to time or in the Certificate of Designation.

Section 10.3. Supplementary Distributions to Participants. In addition to redemptions made at the request of individual Participants pursuant to Section 6.5 hereof, the Trustees may from time to time also declare and make to the Participants, in proportion to their respective allocation of Shares, out of the earnings, profits or assets in the hands of the Trustees, such supplementary distributions as they may determine. The declaration and making of such supplementary distributions and the determination of earnings, profits, and other funds and assets available for supplemental distributions and other purposes shall lie wholly in the discretion of the Trustees and may be made at such time and in such manner as the Trustees may in their sole discretion from time to time determine. Any or all such supplementary distributions may be made among the Participants of record at the time of declaring a distribution or among the Participants of record at such other date as the Trustees shall determine.

Section 10.4. Retained Reserves. The Trustees may retain from the gross income of the Fund (including, without limitation, reinvestment proceeds described in Section 6.1(b)(iv) hereof) such amount as they may deem necessary to pay the debts and expenses of the Fund and to meet other obligations of the Fund, and the Trustees shall also have the power to establish such reasonable reserves as they believe may be required to protect the Fund and the Participants against contingent liabilities.

ARTICLE XI

CUSTODIAN

Section 11.1. Duties. The Trustees shall employ a bank or trust company organized under the Laws of the United States of America or the State of Illinois having an office in the State of Illinois and having a capital and surplus aggregating at least twenty-five million dollars ($25,000,000) as Custodian with authority as its agent, but subject to such restrictions, limitations and other requirements, if any, as may be contained in the bylaws of the Fund to perform the duties set forth in the Custodian Agreement to be entered into between the Fund and the Custodian.

Section 11.2. Appointment. The Trustees shall have the power to select and appoint the Custodian for the Fund. The Custodian Agreement shall provide that it may be terminated at any time without cause and without the payment of any penalty by the Fund on no less than sixty (60) days' written notice to the Custodian.

Section 11.3. *Sub-Custodians.* The Trustees may also authorize the Custodian to employ one or more Sub-Custodians from time to time to perform such of the acts and services of the Custodian and upon such terms and conditions, as may be agreed upon between the Custodian and such Sub-Custodians and approved by the Trustees; *provided, however*, that such Sub-Custodian will be liable and responsible to the Custodian for performance of its services and that the Custodian shall acknowledge that the employment of a Sub-Custodian to perform such services does not relieve the Custodian of its liability and responsibility to the Fund, including (without limitation) for the failure of such Sub-Custodian to perform its duty.

Section 11.4. *Successors.* In the event that, at any time, the Custodian shall resign or shall be terminated pursuant to the provisions of the Custodian Agreement, the Trustees shall appoint a successor thereto.

Section 11.5. *Additional Custodians.* The Trustees may in their discretion employ one or more Custodians in addition to the Custodian referred to in Section 11.1. Such additional Custodians shall be banks or trust companies organized under the laws of the United State of America and the State of Illinois having an office in the State of Illinois and having capital and surplus aggregating at least twenty-five million dollars ($25,000,000). Such additional Custodian shall perform such duties (including duties applicable only to designated Series) as may be set forth in an agreement between the Fund and the additional Custodian.

ARTICLE XII

RECORDING OF DECLARATION OF TRUST

Section 12.1. *Recording.* This Declaration and any amendment hereto shall be filed, recorded or lodged as a document of public record in such place or places and with such official or officials as may be required by Law or as the Trustees may deem appropriate. Each amendment so filed, recorded or lodged shall be accompanied by a certificate signed and acknowledged by a Trustee stating that such action was duly taken in the manner provided for herein; and unless such amendment or such certificate sets forth some earlier or later time for the effectiveness of such amendment, such amendment shall be effective upon its filing. An amended Declaration, containing or restating the original Declaration and all amendments theretofore made, may be executed any time or from time to time by a majority of the Trustees and shall, upon filing, recording or lodging in the manner contemplated hereby, be conclusive evidence of all amendments contained therein and may thereafter be referred to in lieu of the original Declaration and the various amendments thereto. Notwithstanding the foregoing provisions of this Section 12.1, no filing or recordation pursuant to the terms of this Section 12.1 shall be a condition precedent to the effectiveness of this Declaration or any amendment hereto.

ARTICLE XIII

AMENDMENT OR TERMINATION OF FUND; DURATION OF FUND

Section 13.1. Amendment or Termination. The provisions of this Declaration may be amended or altered (except as to the limitations on personal liability of the Participants and Trustees and the prohibition of assessments upon Participants), or the Fund may be terminated by the affirmative vote of a majority of the Trustees entitled to vote, or, if permitted by applicable Law, by an instrument or instruments in writing, without a meeting, signed by a majority of the Trustees when authorized to do so by vote or written consent of a majority of the Participants entitled to vote thereon; *provided, however,* that the Trustees may, from time to time by a two-thirds vote of the Trustees, and after fifteen (15) days' prior written notice to the Participants, amend or alter the provisions of this Declaration, without the vote or assent of the Participants, to expand the categories of Persons that may become Participants in the Fund to the extent permitted by applicable Law and to the extent deemed by the Trustees in good faith to be necessary to conform this Declaration to the requirements of applicable laws or regulations or any interpretation thereof by a court or other governmental agency of competent jurisdiction, but the Trustees shall not be liable for failing so to do. Notwithstanding the foregoing, (i) no amendment may be made pursuant to this Section 13.1 which would change any rights with respect to any allocated Shares of the Fund by reducing the amount payable thereon upon liquidation of the Fund or which would diminish or eliminate any voting rights of the Participants, except with the vote or written consent of two-thirds of the Participants entitled to vote thereon; and (ii) no amendment may be made which would cause any of the investment restrictions contained in Section 4.2 hereof to be less restrictive without the affirmative vote of a majority of the Participants entitled to vote thereon.

(a) Upon the termination of the Fund pursuant to this Section 13.1:

(i) The Fund shall carry on no business except for the purpose of winding up its affairs;

(ii) The Trustees shall proceed to wind up the affairs of the Fund and all of the powers of the Trustees under this Declaration shall continue until the affairs of the Fund shall have been wound up, including, without limitation, the power to fulfill or discharge the contracts of the Fund, collect its assets, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of the remaining Fund Property to one or more persons at public or private sale for consideration which may consist in whole or in part of cash, securities or other property of any kind, discharge or pay its liabilities, and to all other acts appropriate to liquidate its affairs; *provided, however,* that any sale, conveyance, assignment, exchange, transfer or other disposition of all or substantially all of the Fund Property shall require approval of the principal terms of the transaction and the nature and amount of the consideration by affirmative vote of not less than a majority of the Participants entitled to vote thereon; and

(iii) After paying or adequately providing for the payment of all liabilities, and upon receipt of such releases, indemnities and refunding agreements, as they deem necessary for their protection, the Trustees may distribute the remaining Fund Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate allocation of Shares.

(b) Upon termination of the Fund and distribution to the Participants as herein provided, a majority of the Trustees shall execute and lodge among the records of the Fund an instrument in writing setting forth the fact of such termination, and the Trustees shall thereupon be discharged from all further liabilities and duties hereunder, and the right, title and interest of all Participants shall cease and be canceled and discharged.

(c) A certification in recordable form signed by a majority of the Trustees setting forth an amendment and reciting that it was duly adopted by the Participants or by the Trustees as aforesaid or a copy of the Declaration, as amended, in recordable form, and executed by a majority of the Trustees, shall be conclusive evidence of such amendment.

Section 13.2. Power to Effect Reorganization. If permitted by applicable law, the Trustees, by vote or written approval of a majority of the Trustees, may select, or direct the organization of, a corporation, association, trust or other Person with which the Fund may merge, or which shall take over the Fund Property and carry on the affairs of the Fund, and after receiving an affirmative vote of not less than a majority of the Participants entitled to vote at any meeting of the Participants, the notice for which includes a statement of such proposed action, the Trustees may effect such merger or may sell, convey and transfer the Fund Property to any such corporation, association, trust or other Person in exchange for cash or shares for securities thereof, or beneficial interest therein with the assumption by such transferee of the liabilities of the Fund; and thereupon the Trustees shall terminate the Fund and deliver such cash, shares, or beneficial interest ratably among the Participants of this Fund in redemption of their Shares.

Section 13.3. Duration. The Fund shall continue in existence in perpetuity, subject in all respects to the provisions of this Article XIII.

ARTICLE XIV

MISCELLANEOUS

Section 14.1. Governing Law. This Declaration is adopted by the Participants and delivered in the State of Illinois and with reference to the laws thereof, and the rights of all parties and the validity, construction and effect of every provision hereof shall be subject to and construed according to the Laws of said State of Illinois.

Section 14.2. Counterparts. This Declaration may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

Section 14.3. Reliance by Third Parties. Any certificate executed by an individual who, according to the records of the Fund, or of any official or public body or office in which this Declaration may be recorded, appears to be a Trustee hereunder or the Secretary or the Treasurer of the Fund, certifying to: (i) the number or identity of Trustees or Participants; (ii) the due authorization of the execution of any instrument or writing; (iii) the form of any vote passed at a meeting of Trustees or Participants; (iv) the fact that the number of Trustees or Participants present at any meeting or executing any written instrument satisfies the requirements of this Declaration; (v) the form of any bylaw adopted by or the identity of any officers elected by the Trustees; or (vi) the existence of any fact or facts which in any manner relate to the affairs of the Fund, shall be conclusive evidence as to the matters so certified in favor of any person dealing with the Trustees or any of them or the Fund and the successors of such Person.

Section 14.4. Provisions in Conflict with Law. The provisions of this Declaration are severable, and if the Trustees shall determine, with the advice of counsel, that any one or more of such provisions (the *"Conflicting Provisions"*) are in conflict with applicable federal or Illinois Laws, the Conflicting Provisions shall be deemed never to have constituted a part of this Declaration; *provided, however,* that such determination by the Trustees shall not affect or impair any of the remaining provisions of this Declaration or render invalid or improper any action taken or omitted (including, but not limited to, the election of Trustees) prior to such determination.

Section 14.5. Gender; Section Headings. (a) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing of the singular number shall mean and include the plural number and vice versa.

(b) Any headings preceding the texts of the several Articles and Sections of this Declaration and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Declaration nor affect its meaning, construction or effect.

Section 14.6. Adoption by Municipal Treasurers Electing to Become Additional Participants; Resignation of Participants. (a) Any Municipal Treasurer meeting the requirements of Section 1.2 hereof, may become an additional Participant of this Fund by (i) taking any appropriate official action to adopt this Declaration; (ii) furnishing the Trustees with satisfactory evidence that such official action has been taken; and (iii) furnishing the Trustees with a certificate of the Clerk of such Municipality setting forth the names and specimen signatures of the officials of such Municipality authorized at the time of delivery of such certificate to act on behalf of such Municipality in connection with the Municipality's participation in the Fund. A copy of this Declaration may be adopted by executing a written instrument of adoption in such form as may be prescribed by the Trustees. Delivering an acknowledged copy of such instrument shall constitute satisfactory evidence of the adoption contemplated by this Section 14.6.

(b) Any official custodian meeting the requirements of Section 1.2 hereof, may become an additional Participant of this Fund by (i) taking any appropriate official action to adopt this Declaration; (ii) furnishing the Trustees with satisfactory evidence that such official action has been taken; and (iii) furnishing the Trustees with a certificate of the recording officer of the

intergovernmental risk management entity, self-insurance pool, waste management agency, or other intergovernmental entity composed solely of participating municipalities, setting forth the names and specimen signatures of the officials of such entity or pool authorized at the time of delivery of such certificate to act on behalf of such entity or pool in connection with its participation in the Fund. A copy of this Declaration may be adopted by executing a written instrument of adoption in such form as may be prescribed by the Trustees. Delivering an acknowledged copy of such instrument shall constitute satisfactory evidence of the adoption contemplated by this Section 14.6.

(c) Any Participant may resign and withdraw from the Fund by following the procedures for effecting redemption as set forth in the Investment Circular of the Fund, as the same may be amended from time to time, or applicable Certificates of Designation. In addition to such procedures, the Participant must send a written notice to the Chairman of the Fund and the Administrator. Such resignation and withdrawal shall become effective upon the later of the withdrawal of Shares or the receipt of the written notice by the Chairman of the Fund and the Administrator. No resignation and withdrawal by a Participant shall operate to annul this Declaration and terminate the existence of the Fund.

IN WITNESS WHEREOF, the undersigned Trustees, pursuant to Section 12.1 of this Declaration of Trust acting in their respective capacities as Trustees of the Illinois Metropolitan Investment Fund have executed this Declaration as of the 1st day of July, 1996, and this Declaration shall take, and come into, full force and effect as provided in said Section 12.1.

_____, Trustee
William Brimm

_____, Trustee
David Cook

_____, Trustee
Timothy Hammond

_____, Trustee
Gary Holmes

_____, Trustee
Robert Nowak

_____, Trustee
John Crois

_____, Trustee
Grace Turi

R- 23- 2011

**A RESOLUTION TO APPROVE
AND AUTHORIZE THE EXECUTION OF A
CONSTRUCTION ENGINEERING SERVICES AGREEMENT
BY AND BETWEEN
TRANSYSTEMS CORPORATION AND THE CITY OF ELMHURST
FOR PHASE III OF THE SPRING ROAD LAPP IMPROVEMENTS**

WHEREAS, the City of Elmhurst (hereinafter the "City") proposes to engage in Phase III of the Local Agency Pavement Preservation (hereinafter "LAPP") Project along Spring Road from Vallette Street to Harrison Street (hereinafter the "Project"); and

WHEREAS, the proposed improvements include removal and replacement of deteriorated sections of curb, gutter, pavement and sidewalks, and the final pavement will include a three inch (3") grind of the existing concrete and a three inch (3") overlay with asphalt; and

WHEREAS, the Project has received Four Hundred Sixty-Nine Thousand Dollars ($469,000.00) in Federal STP funding for construction through the DuPage Mayors and Managers Conference; and

WHEREAS, the City requires construction engineering services for the Project which will include construction observation, inspection assistance, construction layout, project coordination, materials testing, and preparation of final construction documents and as-built drawings for construction beginning in Fall of 2011; and

WHEREAS, TranSystems Corporation (hereinafter "TranSystems"), has proposed to do this work on a cost plus fixed fee basis, with a total cost not to exceed Eighty-One Thousand Four Hundred Eighty-Three Dollars and Fifty-Two Cents ($81,483.52); and

WHEREAS, the City has a satisfactory relationship with TranSystems, and it is advisable,

Copies To All
Elected Officials
06/30/11

necessary and in the public interest that TranSystems be employed to provide the construction engineering services required for the Project; 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 Construction Engineering Services for Phase III of the Spring Road Local Agency Pavement Preservation Project, 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 the City has a satisfactory relationship with TranSystems, and it is advisable, necessary and in the public interest for the City to enter into the Agreement with TranSystems for the construction engineering services required for the Project.

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 construction engineering services required for the Project.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]

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 a construction engineering services agreement for Phase III of the Spring Road LAPP 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 engineering services agreement with TranSystems Corporation in order to provide construction engineering services for Phase III of the Spring Road LAPP Improvements.

Exhibit "A"

Agreement between the City of Elmhurst, Illinois
and
TranSystems Corporation
for the Furnishing of Phase III Construction Engineering Services for the
Spring Road Local Agency Pavement Preservation Project

TranSystems
1051 Perimeter Drive
Suite 1025
Schaumburg, IL 60173-5058
Tel 847-605-9600
Fax 847-605-9610
www.transystems.com

April 18, 2011

Mr. Michael Hughes, PE
Director of Public Works
City of Elmhurst
209 North York Street
Elmhurst, IL 60126

Attention: Mrs. Cori Tiberi, PE
City Engineer

Reference: Spring Road LAPP
Construction Engineering Services

Dear Mrs. Tiberi,

We are pleased to submit for your review three (3) copies of our Construction Engineering Services Agreement for the Spring Road LAPP project.

Thank you for the opportunity to submit our Agreement to service the City on this important project. If you have any questions, please call me at (847) 605-9600.

Very truly yours,

TranSystems

Todd S. Bright, P.E.
enclosures

Local Agency	LOCAL AGENCY	Illinois Department of Transportation	CONSULTANT	Consultant
City of Elmhurst				TranSystems
County: DuPage				Address: 1475 East Woodfield Road, Suite 600
Section: 11-00176-00-RS				City: Schaumburg
Project No.: M-9003 (793)		**Construction Engineering Services Agreement For Federal Participation**		State: IL
Job No.: C-91-417-11				Zip Code: 60173
Contact Name/Phone/E-mail Address: Cori Tiberi/(630)530-3777/ Cori.tiberi@elmhurst.org				Contact Name/Phone/E-mail Address: Eric E. Rose/ 847-605-9600/ eerose@transystems.com

THIS AGREEMENT is made and entered into this _____ day of _____, 2011 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT the following terms are used, they shall be interpreted to mean:

Regional Engineer	Regional Engineer, Department of Transportation
Resident Engineer	LA Employee directly responsible for construction of the PROJECT
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name: Spring Road Route: FAU 2672 Length: 0.97 Structure No.: N/A

Termini: Harrison Street to Vallette Street

Description: Construction Engineering services for the resurfacing and rehabilitation of Spring Road including, curb & gutter removal and replacement, patching, milling, resurfacing, sidewalk removal and replacement, striping and landscape restoration.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:

☒ a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.

☒ b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.

☒ c. For soils, to obtain samples and perform testing as noted below.

☒ d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

☒ e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.

☒ f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.

☒ g. Inspect, document and inform the resident engineer of the adequacy of the establishment and maintenance of the traffic control.

☐ h. Geometric control including all construction staking and construction layouts.

☒ i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.

☒ j. Measurement and computation of pay items.

☒ k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.

☒ l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.

☒ m. Revision of contract drawings to reflect as built conditions.

2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.

3. To furnish the services as required herein within twenty-four hours of notification by the resident engineer or authorized representative.

4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.

5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.

6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the resident engineer, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.

7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.

8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.

9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

10. The undersigned certifies neither the ENGINEER nor I have:

a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or

c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.

d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and

g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.

12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.

13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.

II. THE LA AGREES,

1. To furnish a resident engineer to be in responsible charge of general supervision of the construction.

2. To furnish the necessary plans and specifications.

3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.

4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee

☒ CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
☐ CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
☐ CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where:
DL = Direct Labor
IHDC = In House Direct Costs
OH = Consultant Firm's Actual Overhead Factor
R = Complexity Factor

Specific Rate ☐ (Pay per element)

Lump Sum ☐ _____

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☐ With Retainage

a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☒ Without Retainage

a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.

2. That all services are to be furnished as required by construction progress and as determined by the RESIDENT ENGINEER. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.

3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.

5. That any differences between the ENGINEER and the LA concerning the interpretation 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 LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.

8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

   For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of $5,000 or more from the State, as defined in the Act.

   The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

   (a) Publishing a statement:

      (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

      (2) Specifying the actions that will be taken against employees for violations of such prohibition.

      (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

         (A) abide by the terms of the statement; and

         (B) 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.

   (b) Establishing a drug free awareness program to inform employees about:

      (1) the dangers of drug abuse in the workplace;

      (2) the grantee's or contractor's policy of maintaining a drug free workplace;

      (3) any available drug counseling, rehabilitation and employee assistance program; and

(4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.

(f) 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.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
TranSystems	43-0839725	$75,249.56

Sub-Consultants:	TIN Number	Agreement Amount
Great Lakes Soil & Environmental Consultants, Inc.	36-4045796	$6,233.96
	Sub-Consultant Total:	$6,233.96
	Prime Consultant Total:	$75,249.56
	Total for all Work:	$81,483.52

Executed by the LA:

City of Elmhurst
(Municipality/Township/County)

ATTEST:

By: _____

City _____ Clerk

(SEAL)

By: _____

Title: Mayor

Executed by the ENGINEER:

TranSystems

ATTEST:

By: Eric E. Rose

Title: Project Manager

By: [signature]

Title: Vice President

BLR 05611 (Rev. 9/06)

Exhibit A - Construction Engineering

Route: FAU 2672 (Spring Road)
Local Agency: City of Elmhurst
(Municipality/Township/County)
Section: 11-00176-00-RS
Project: M-9003 (793)
Job No.: C-91-417-11

*Firm's **approved rates** on file with IDOT'S Bureau of Accounting and Auditing:

Overhead Rate (OH) 162.31 %
Complexity Factor (R) 0.00
Calendar Days

Method of Compensation:

- Cost Plus Fixed Fee 1 ☒ 14.5%[DL + R(DL) + OH(DL) + IHDC]
- Cost Plus Fixed Fee 2 ☐ 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
- Cost Plus Fixed Fee 3 ☐ 14.5%[(2.3 + R)DL + IHDC]
- Specific Rate ☐
- Lump Sum ☐

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
SEE ATTACHED									
EXHIBIT A									
Totals		0.00							

BLR 05611 (Rev. 9/06)

Exhibit B

Illinois Department of Transportation

Engineering Payment Report

Prime Consultant

Name	TranSystems
Address	Schaumburg, IL
Telephone	(847) 605-9600
TIN Number	43-0839725

Project Information

Local Agency	City of Elmhurst
Section Number	11-00176-00-RS
Project Number	
Job Number	

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

Sub-Consultant Name	TIN Number	Actual Payment from Prime
Great Lakes Soil & Environmental Consultants, Inc.	36-4045796	
	Sub-Consultant Total:	
	Prime Consultant Total:	
	Total for all Work Completed:	

Signature and title of Prime Consultant

Date

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

Illinois Department of Transportation

Payroll Escalation Table
Fixed Raises

FIRM NAME	TranSystems	DATE	03/22/11
PRIME/SUPPLEMENT	Prime	PTB NO.	

CONTRACT TERM	5	MONTHS	OVERHEAD RATE	162.31%
START DATE	7/1/2011		COMPLEXITY FACTOR	0
RAISE DATE	4/1/2012		% OF RAISE	3.00%

ESCALATION PER YEAR

7/1/2011 - 4/1/2012	4/1/2012 - 7/24/2012			
5 / 5	0 / 5			
= 100.00%	0.00%			
= 1.0000				

The total escalation for this project would be: 0.00%

BDE 025 (Rev. 11/06)

Illinois Department of Transportation

EXHIBIT A

Cost Estimate of Consultant Services
(CPFF)

Firm	TranSystems
Route	FAU 2672 Spring Road
Section	11-00176-00-RS
County	DuPage
Job No.	C-91-417-11
PTB & Item	

Date 03/22/11

Overhead Rate **162.31%**

Complexity Factor **0**

DBE Drop Box	Item	Manhours (A)	Payroll (B)	Overhead & Fringe Benefits (C)	In-House Direct Costs (D)	Fixed Fee (E)	Outside Direct Costs (F)	Services By Others (G)	DBE Total (B+C+D+E+F+G)	Total (B+C+D+E+F+G)	% of Grand Total
	PRECONSTRUCTION										
	Contract Documents Review	4	150.00	243.47		57.05				450.52	0.55%
	Project Site Inspection	4	150.00	243.47		57.05				450.52	0.55%
	Meeting	6	254.54	413.14		96.81				764.50	0.94%
	Job Setup	8	300.00	486.93		114.10				901.03	1.11%
	CONSTRUCTION										
	Shop drawing review	4	150.00	243.47		57.05				450.52	0.55%
	Layout verification	20	750.00	1,217.33		285.26				2,252.59	2.76%
	Construction Inspection	152	6,045.60	9,812.61	3,164.40	2,758.28		6,233.96	6,233.96	28,014.85	34.38%
	Traffic Control	54	2,025.00	3,286.78		770.21				6,081.99	7.46%
	Daily Documentation	54	2,025.00	3,286.78		770.21				6,081.99	7.46%
	Pay Estimates	24	900.00	1,460.79		342.31				2,703.10	3.32%
	Weekly Documentation	12	450.00	730.40		171.16				1,351.55	1.66%
	Other Agency Coordination	16	600.00	973.86		228.21				1,802.07	2.21%
	Contractor Coordination	108	4,464.72	7,246.69		1,698.15				13,409.56	16.46%
	Utility Coordination	16	600.00	973.86		228.21				1,802.07	2.21%
	QC/QA of Materials	12	450.00	730.40		171.16				1,351.55	1.66%
	POST CONSTRUCTION										
	Final Documentation	80	3,414.72	5,542.43		1,298.79				10,255.94	12.59%
	Record Drawings	8	268.68	436.09		102.19				806.97	0.99%
	ADMINISTRATION AND MANAGEMENT										
	Administration/Management	10	301.96	490.11		114.85				906.92	1.11%
	Quality Control and Assurance	10	547.80	889.13		208.36				1,645.29	2.02%
	TOTALS	602	23,848.02	38,707.72	3,164.40	9,529.42	0.00	6,233.96	6,233.96	81,483.52	100.00%

DBE 7.65%

Illinois Department of Transportation

Average Hourly Project Rates

Route	FAU 2672 Spring Road
Section	11-00176-00-RS
County	DuPage
Job No.	C-91-417-11
PTB/Item	

Consultant TranSystems

Date 03/22/11

Sheet 1 OF 4

Payroll Classification	Avg Hourly Rates	Total Project Rates			PRECONSTRUCTION			Contract Documents Review			Project Site Inspection			Meeting			Job Setup		
		Hours	% Part.	Wgtd Avg	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 (Highv	68.89	0																	
Construction Manager	60.00	4E-09	0.00%	0.00	1E-09	100.00%	60.00												
Chief Structural Engineer	60.00	0																	
Project Manager (Highway)	54.78	82	13.62%	7.46										2	33.33%	18.26			
Resident Engineer	37.50	506	84.05%	31.52				4	100.00%	37.50	4	100.00%	37.50	2	33.33%	12.50	8	100.00%	37.50
Senior Resident Inspector	43.64	0																	
Assistant Resident Inspector	32.61	0																	
Design Engineer II (Highway)	34.99	2	0.33%	0.12										2	33.33%	11.66			
Construction Inspector III	36.82	0																	
Land Surveyor	33.66	0																	
Survey Crew Chief	31.73	0																	
Rodman	15.99	0																	
CADD Technician III	29.67	4	0.66%	0.20															
Administrative Assistant	24.05	8	1.33%	0.32															
		0																	
		0																	
		0																	
		0																	
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		0																	
		0																	
		0																	
TOTALS		602	100%	$39.61	1E-09	100%	$60.00	4	100%	$37.50	4	100%	$37.50	6	100%	$42.42	8	100%	$37.50

Illinois Department of Transportation

Average Hourly Project Rates

Route	FAU 2672 Spring Road
Section	11-00176-00-RS
County	DuPage
Job No.	C-91-417-11
PTB/Item	

Consultant TranSystems

Date 03/22/11

Sheet 2 OF 1

Payroll Classification	Avg Hourly Rates	CONSTRUCTION			Shop drawing review			Layout verification			Construction Inspection			Traffic Control			Daily Documentation		
		Hours	% Part.	Wgtd Avg	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																		
Senior Project Manager (High	68.89																		
Construction Manager	60.00	1E-09	100.00%	60.00															
Chief Structural Engineer	60.00																		
Project Manager (Highway)	54.78										20	13.16%	7.21						
Resident Engineer	37.50				4	100.00%	37.50	20	100.00%	37.50	132	86.84%	32.57	54	100.00%	37.50	54	100.00%	37.50
Senior Resident Inspector	43.64																		
Assistant Resident Inspector	32.61																		
Design Engineer II (Highway)	34.99																		
Construction Inspector III	36.82																		
Land Surveyor	33.66																		
Survey Crew Chief	31.73																		
Rodman	15.99																		
CADD Technician III	29.67																		
Administrative Assistant	24.05																		
TOTALS		1E-09	100%	$60.00	4	100%	$37.50	20	100%	$37.50	152	100%	$39.77	54	100%	$37.50	54	100%	$37.50

Illinois Department of Transportation

Average Hourly Project Rates

Route	FAU 2672 Spring Road
Section	11-00176-00-RS
County	DuPage
Job No.	C-91-417-11
PTB/Item	

Consultant TranSystems

Date 03/22/11

Sheet 3 OF 1

Payroll Classification	Avg Hourly Rates	Pay Estimates			Weekly Documentation			Other Agency Coordination			Contractor Coordination			Utility Coordination			QC/QA of Materials		
		Hours	% Part.	Wgtd Avg	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																		
Senior Project Manager (Highv	68.89																		
Construction Manager	60.00																		
Chief Structural Engineer	60.00																		
Project Manager (Highway)	54.78										24	22.22%	12.17						
Resident Engineer	37.50	24	100.00%	37.50	12	100.00%	37.50	16	100.00%	37.50	84	77.78%	29.17	16	100.00%	37.50	12	100.00%	37.50
Senior Resident Inspector	43.64																		
Assistant Resident Inspector	32.61																		
Design Engineer II (Highway)	34.99																		
Construction Inspector III	36.82																		
Land Surveyor	33.66																		
Survey Crew Chief	31.73																		
Rodman	15.99																		
CADD Technician III	29.67																		
Administrative Assistant	24.05																		
TOTALS		24	100%	$37.50	12	100%	$37.50	16	100%	$37.50	108	100%	$41.34	16	100%	$37.50	12	100%	$37.50

Illinois Department of Transportation

Average Hourly Project Rates

Route	FAU 2672 Spring Road
Section	11-00176-00-RS
County	DuPage
Job No.	C-91-417-11
PTB/Item	

Consultant TranSystems

Date 03/22/11

Sheet 4 OF 1

Payroll Classification	Avg Hourly Rates	POST CONSTRUCTION			Final Documentation			Record Drawings			ADMINISTRATION AND MANAG			Administration/Management			Quality Control and Assurance		
		Hours	% Part.	Wgtd Avg	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																		
Senior Project Manager (Highv	68.89																		
Construction Manager	60.00	1E-09	100.00%	60.00							1E-09	100.00%	60.00						
Chief Structural Engineer	60.00																		
Project Manager (Highway)	54.78				24	30.00%	16.43							2	20.00%	10.96	10	100.00%	54.78
Resident Engineer	37.50				56	70.00%	26.25	4	50.00%	18.75									
Senior Resident Inspector	43.64																		
Assistant Resident Inspector	32.61																		
Design Engineer II (Highway)	34.99																		
Construction Inspector III	36.82																		
Land Surveyor	33.66																		
Survey Crew Chief	31.73																		
Rodman	15.99																		
CADD Technician III	29.67							4	50.00%	14.84									
Administrative Assistant	24.05													8	80.00%	19.24			
TOTALS		1E-09	100%	$60.00	80	100%	$42.68	8	100%	$33.59	1E-09	100%	$60.00	10	100%	$30.20	10	100%	$54.78

DETAILED SUMMARY OF DIRECT COSTS

CONSULTANT: TranSystems
ROUTE: FAU 2672 Spring Road
PROJECT: M-9003 (793)
SECTION: 00-00243-00-CH
COUNTY: DuPage
JOB NO.: C-91-417-11

INHOUSE DIRECT COSTS

TRAVEL

70	$	45.00	per day	$3,150.00
# of days x day rate				Cost

SURVEY SUPPLIES $0.00

PRINTING (breakdown in following manner: # of sets x # of prints/set x rate)

Blueprints: 8 sets x 9 prints/set x $0.20 $14.40

Reports: $0.00

OUTSIDE DIRECT COSTS

PRINTING

Mylars: $0.00

Reports: $0.00

Project Schedule

CONSULTANT: TranSystems
ROUTE: FAU 2672 (Spring Road)
PROJECT: M-9003 (793)
SECTION: 11-00176-00-RS
COUNTY: DuPage
JOB NO.: C-91-417-11

DATE January 20, 2011

MONTH	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	TOTAL
ESTIMATED CONTRACTOR'S SCHEDULE						
NO. OF WEEK DAYS		23	21	21	5	70
NO. OF IDOT WORKING DAYS	17	17	16	16	14	80
NO. OF WEEKEND DAYS		0	0	0	0	0
TOTAL DAYS	0	23	21	21	5	70
TOTAL HOURS (8 HOURS/DAY)	0	184	168	168	40	560
TASK (HOURS PER TASK)						
PRECONSTRUCTION						
Contract Documents Review	4					4
Project Site Inspection	4					4
Meeting	6					6
Job Setup	8					8
CONSTRUCTION						
Shop drawing review	4					4
Layout verification	4	8	8			20
Construction Inspection	0	74	62	16		152
Traffic Control	0	23	21	10		54
Daily Documentation	0	23	21	10		54
Pay Estimates	0	8	8	8		24
Weekly Documentation	0	4	4	4		12
Other Agency Coordination	4	4	4	4		16
Contractor Coordination	8	40	40	20		108
Utility Coordination	4	4	4	4		16
QC/QA of Materials	0	4	4	4		12
POST CONSTRUCTION						
Final Documentation				40	40	80
Record Drawings					8	8
ADMINISTRATION AND MANAGEMENT						
Administration/Management	2	2	2	2	2	10
Quality Control and Assurance	2	2	2	2	2	10
Total Hours	50	196	180	124	52	602
Vehicle Days	5	23	21	21	0	70

Assumptions
8 Hour work day
41 Working Day Contract

Anticipated Schedule

Letting	June 17, 2011
Contract Execution	July 25, 2011
Begin Construction	August 1, 2011
Project Completion	September 30, 2011
Finalize Documentation	November 4, 2011

Illinois Department of Transportation

Payroll Escalation Table
Anniversary Raises

FIRM NAME	Great Lakes Soil & Environmental Consultants, Inc.	DATE	03/22/11
PRIME/SUPPLEMENT	Transystems	PTB NO.	

CONTRACT TERM	4	MONTHS	OVERHEAD RATE	160.18%
START DATE	5/1/2011		COMPLEXITY FACTOR	0
RAISE DATE	Anniversary		% OF RAISE	3.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

2

CACULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

0.50%

The total escalation for this project would be: 0.50%

Illinois Department of Transportation

Payroll Rates

FIRM NAME Great Lakes Soil & Environmental Consu DATE 03/22/11
PRIME/SUPPLEMENT Transystems
PTB NO.

ESCALATION FACTOR 0.50%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Project Principal	$70.00	$70.00
Project Manager	$42.75	$42.96
Adminstrative Assitant	$17.42	$17.51
Material Technician II	$37.72	$37.91
Staff Engineer	$28.25	$28.39
Pick up Technician	$21.93	$22.04
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
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		$0.00
		$0.00
		$0.00
		$0.00

Illinois Department of Transportation

Cost Estimate
Consultant Se
(Direct Labor Multiple

Firm	Great Lakes Soil & Environmental Consultants, Inc.	Date	03/22/11
Route	Spring Road, Elmhurst, IL		
Section	Section: 09-00173-00-RS	Overhead Rate	**160.18%**
County			
Job No.		Complexity Factor	**0**
PTB & Item			

BDE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	(2.80+R) TIMES PAYROLL (C)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	DBE TOTAL (C+D+E)	TOTAL (C+D+E)	% OF GRAND TOTAL
DBE	Project Principal	1	70.00	196.00			196.00	196.00	3.14%
DBE	Project Manager	2	85.93	240.60			240.60	240.60	3.86%
DBE	Adminstrative Assitant	4	70.03	196.08			196.08	196.08	3.15%
DBE	Material Technician II	32	1,213.08	3,396.61	1,393.00		4,789.61	4,789.61	76.83%
DBE	Staff Engineer	4	113.57	317.98			317.98	317.98	5.10%
DBE	Pick up Technician	8	176.32	493.69			493.69	493.69	7.92%
	TOTALS	51	1,728.91	4,840.96	1,393.00	0.00	6,233.96	6,233.96	100.00%

DBE 100.00%

Illinois Department of Transportation

Average Hourly Project Rates

Route	Spring Road, Elmhurst, IL
Section	Section: 09-00173-00-RS
County	
Job No.	
PTB/Item	

Consultant Great Lakes Soil & Environmental Consultants, Inc.

Date 03/22/11

Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			Project Principal			Project Manager			Adminstrative Assitant			Material Technician II			Staff Engineer		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Principal	$70.00	1	1.96%	1.37	1	100.00%	70.00												
Project Manager	$42.96	2	3.92%	1.68				2	100.00%	42.96									
Adminstrative Assitant	$17.51	4	7.84%	1.37							4	100.00%	17.51						
Material Technician II	$37.91	32	62.75%	23.79										32	100.00%	37.91			
Staff Engineer	$28.39	4	7.84%	2.23													4	100.00%	28.39
Pick up Technician	$22.04	8	15.69%	3.46															
		0																	
		0																	
		0																	
		0																	
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TOTALS		51	100%	$33.90	1	100%	$70.00	2	100%	$42.96	4	100%	$17.51	32	100%	$37.91	4	100%	$28.39

Illinois Department of Transportation

Average Hourly Project Rates

Route	Spring Road, Elmhurst, IL
Section	Section: 09-00173-00-RS
County	
Job No.	
PTB/Item	

Consultant: Great Lakes Soil & Environmental Consultants, Inc.

Date 03/22/11

Sheet 2 OF 1

Payroll Classification	Avg Hourly Rates	Pick up Technician Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Principal	$70.00																		
Project Manager	$42.96																		
Adminstrative Assitant	$17.51																		
Material Technician II	$37.91																		
Staff Engineer	$28.39																		
Pick up Technician	$22.04	8	100.00%	22.04															
TOTALS		8	100%	$22.04	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00

In-HOUSE DIRECT COSTS

Great Lakes Soil & Env. Consultants, Inc.
Pingree Road, Crytal Lake, IL
Section: 08-00107-00-FP

Item Description

REPRODUCTION & PICTURE ALLOWANCE							**TOTAL**
Reproduction	MO @	$ 50.00	/ MO (Billed at Actual Cost)			$	-
Pictures	MO @	$ 50.00	/ MO (Billed at Actual Cost)			$	-
				Reproduction & Picture Totals:		$	-
VEHICLE MILEAGE NOT ELIGIBLE FOR PROFIT							
Vehicle Days				$ 45.00	Day 6	$	270.00
Personal Car Usage:	Mileage @ $ 0.505 / mile					$	-
					Vehicle Totals:	$	270.00
COMMUNICATION							
Phone/Radio Combo Units	0	MO @	$ 70.00 / MO		0 People	$	-
Radio Only Units	0	MO @	$ 60.00 / MO		0 People	$	-
				Communication Charge Totals:		$	-
				2011 Rates			
LABORATORY TESTING							
Nuclear Density Gauge Compaction				$ 45.00	Day 2	$	90.00
Modified Proctor Tests (AASHTO T180)				$ 194.00	Each 0	$	-
Standard Proctor Tests (AASHTO T99)				$ 189.00	Each 1	$	189.00
Organic Content				$ 116.00	Each 0	$	-
L.A. Abrasion				$ 578.00	Each 0	$	-
Gradation (Wash)				$ 158.00	Each 0	$	-
PGE Gradation (Wash)				$ 289.00	Each 0	$	-
Atterberg Limits				$ 116.00	Each 0	$	-
Sieve Analysis with Hydrometer Tests				$ 173.00	Each 0	$	-
Concrete							
Compressive Strength of Test Cylinders				$ 29.00	Each 8	$	232.00
Pick up Charge				$ -	Per trip 0	$	-
Hot Mixed Asphalt							
HMA Air Voids				$ 420.00	Each 0	$	-
Core Density				$ 68.00	Each 9	$	612.00
Extraction/Ignition & Gradation				$ 231.00	Each 0	$	-
Gradation of stockpile/belt Aggregates				$ 158.00	Each 0	$	-
				Laboratory Testing Charge Totals:		$	1,123.00
					TOTALS:	**$**	**1,393.00**

Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois / 62764

August 12, 2010

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Mr. Charles J. Stenzel
Transystems Corporation
1051 Perimeter Dr.
Suite 1025
Schaumburg, IL 60173-

Dear Mr. Stenzel:

We have completed our review of the corporate and financial information portion of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending December 31, 2009. Your firm's total annual transportation fee capacity will be $189,600,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 162.31% are approved on a provisional basis. The actual rate used in agreement negotiations may be determined by our Bureau of Budget and Fiscal Management in a pre-award audit.

Your firm is required to report to this office any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. This report must be submitted within 15 calendar days of the change.

Your firm is prequalified until December 31, 2010. You will be given an additional six months from this date to submit the Corporate and Financial Information portion of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Very truly yours,

Janet L. Pisani, P.E.
Acting Section Chief
Preliminary Engineering

SEFC PREQUALIFICATION

FIRM: TRANSYSTEMS CORPORATION SOI CODE: TRANSY DATE: 08/12/10

PLANS, SPECIFICATIONS & ESTIMATES

1. FREEWAYS:	X	11. MOVABLE BRIDGE:	X
2. ROADS AND STREETS:	X	12. STEEL GIRDER BRIDGE:	X
3. AER. PLANNING & SPECIAL SERVICE	X	13. TIED ARCH BRIDGE:	
4. AER. DESIGN:	X	14. SEGMENTAL CONCRETE BOX GIRDER BRIDGE:	
5. AER. CONSTRUCTION INSPECTION:	X	15. CONT/CANT TRUSS BRIDGE:	
6. HIGHWAY STRUCTURE:SIMPLE:	X	16. CABLE STAYED GIRDER BRIDGE:	
7. HIGHWAY STRUCTURE:TYPICAL:	X	17. TRAFFIC SIGNALS:	X
8. HIGHWAY STRUCTURE:ADV TYPICAL:	X	18. LIGHTING:	X
9. HIGHWAY STRUCTURE:COMPLEX:	X	19. PUMPING STATION:	
10. RAILROAD BRIDGE:	X		

STUDIES

20. LOCATION DRAINAGE:	X	23. SAFETY STUDIES:	X
21. TRAFFIC STUDIES:	X	24. FEASIBILITY STUDIES:	X
22. SIGNAL COORDINATION & TIMING (SCAT):	X		

HYDRAULIC REPORTS

25. WATERWAYS TYPICAL:	X	27. PUMP STATION:	
26. WATERWAYS COMPLEX	X		

LOCATION AND DESIGN STUDIES

28. REHABILITATION:	X	30. NEW CONST./MAJ RECONST:	X
29. RECONST./MAJ REHAB:	X		

ENVIRONMENTAL STUDIES & REPORTS

31. E.A.: X 32. E.I.S.: X

SPECIAL DESIGN STUDIES

33. MASS TRANSIT:	X	34. RAILWAY ENGINEERING:	X

SPECIAL SERVICES

35. ROUTE SURVEY:	X	45. ARCHITECTURE:	
36. LAND SURVEY:		46. LANDSCAPE ARCHITECTURE:	X
37. AERIAL MAPPING:		47. HAZARDOUS WASTE:	
38. GENERAL GEOTECHNICAL SERVICES:		48. ASBESTOS ABATEMENT SURVEY:	
39. COMPLEX GEOTECHNICAL/MAJOR FOUNDATION:		49. CONSTRUCTION INSPECTION:	X
40. SUBSURFACE EXPLORATIONS:		50. QA COMPLETE:	
41. STRUCTURE GEOTECHNICAL REPORTS:		51. QA HMA & AGGREGATE:	
42. ELECTRICAL ENGINEERING:		52. QA PCC & AGGREGATE:	
43. MECHANICAL ENGINEERING:		53. BITUMINOUS MIX DESIGNS	
44. SANITARY ENGINEERING:		54. SUBSURFACE UTILITY ENGINEERING:	

X PREQUALIFIED
A YOU INDICATED "IN-HOUSE" CAPABILITY IN THESE AREA OF THE "SEFC" BUT WE FOUND NO DETAILED INFORMATION AS REQUESTED ON WHICH TO BASE OUR EVALUATION.
P PENDING FUTHER REVIEW
S PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST
L LOSS OF PREQUALIFICATION

07/31/09

PREQUALIFIED ENVIRONMENTAL STAFF

FIRM TRANSYSTEMS CORPORATION

Level Requested: EIS Level Granted: EIS

This list identifies individuals who meet the criteria for environmental lead(s) and environmental disciplines, including the level of report that each person is qualified to perform.

Only these individuals may be included in your firm's Statements of Interest for projects advertised in Professional Transportation Bulletins. Please note that key personnel changes must be reported in writing to the Consultant Unit within 15 working days of the change.

Environmental Leads:

Lead(s) *EA*	*EIS*
1. Morsches, Richard	Morsches, Richard
2. Daniels, Susan	Daniels, Susan
3. Dysico, Grace	Dysico, Grace
4. Stenzel, Charles	
5.	
6.	

Environmental Disciplines:

Name	EA	EIS	Subconsultant
Community Impacts			
1. Trimarco, Gina	☐	☑	
2. Huff, Linda	☐	☑	HUFF & HUFF
3. Daniels, Susan	☑	☐	
Ecology			
1. Novak, James	☐	☑	HUFF & HUFF, INC.
2. Falkinburg, Brad	☐	☑	
3. Arp, Jennifer	☐	☑	
Noise			
1. Krause, Tim	☐	☑	
2. Dysico, Grace	☑	☐	
3. Cox, Craig	☐	☑	
Water			
1. Huff, Linda	☐	☑	HUFF & HUFF, INC.
2. Falkinburg, Brad	☐	☑	
3. Arp, Jennifer	☐	☑	

Prequalified staff for Public Involvement

Dysico, Grace
Morsches, Richard
Stenzel, Charles

Prequalified staff for Technical Writing

Dysico, Grace
Morsches, Richard
Stenzel, Charles

Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois / 62764

January 11, 2010

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Mr. Sudhakar Doppalapudi
Great Lakes Soil & Env. Consult.Inc
600 Territorial Drive
Suite G
Bolingbrook, IL 60440-

Dear Mr. Doppalapudi:

We have completed our review of the corporate and financial information portion of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending June 30, 2009. Your firm's total annual transportation fee capacity will be $12,200,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 157.01% are approved on a provisional basis and will be used in evaluating your Statement(s) of Interest in our selection process. The actual rate used in agreement negotiations may be determined by our Bureau of Budget and Fiscal Management in a pre-award audit.

Your firm is required to report to this office any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. This report must be submitted within 15 calendar days of the change.

Your firm is prequalified until June 30, 2010. You will be given an additional six months from this date to submit the Corporate and Financial Information portion of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Very truly yours,

Cheryl Cathey

Cheryl Cathey P.E.
Chief of Preliminary Engineering

TranSystems
1051 Perimeter Drive
Suite 1025
Schaumburg, IL 60173-5058
Tel 847-605-9600
Fax 847-605-9610
www.transystems.com

April 18, 2011

Mr. Michael Hughes, PE
Director of Public Works
City of Elmhurst
209 North York Street
Elmhurst, IL 60126

Attention: Mrs. Cori Tiberi, PE
City Engineer

Reference: West Avenue LAPP
Construction Engineering Services

Dear Mrs. Tiberi,

We are pleased to submit for your review three (3) copies of our Construction Engineering Services Agreement for the West Avenue LAPP project.

Thank you for the opportunity to submit our Agreement to service the City on this important project. If you have any questions, please call me at (847) 605-9600.

Very truly yours,

TranSystems

Todd S. Bright, P.E.
enclosures

Local Agency	LOCAL AGENCY	Illinois Department of Transportation	CONSULTANT	Consultant
City of Elmhurst				TranSystems
County: DuPage				Address: 1475 East Woodfield Road, Suite 600
Section: 11-00177-00-RS				City: Schaumburg
Project No.: M-9003 (794)		**Construction Engineering Services Agreement For Federal Participation**		State: IL
Job No.: C-91-414-11				Zip Code: 60173
Contact Name/Phone/E-mail Address: Cori Tiberi/(630)530-3777/ Cori.tiberi@elmhurst.org				Contact Name/Phone/E-mail Address: Eric E. Rose/ 847-605-9600/ eerose@transystems.com

THIS AGREEMENT is made and entered into this _____ day of _____, 2011 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT the following terms are used, they shall be interpreted to mean:

Regional Engineer	Regional Engineer, Department of Transportation
Resident Engineer	LA Employee directly responsible for construction of the PROJECT
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name West Avenue Route FAU 2659 Length 1.3 mile Structure No. N/A

Termini First Street to Lake Street

Description: Construction Engineering services for the resurfacing and rehabilitation of West Avenue including, curb & gutter removal and replacement, patching, milling, resurfacing, sidewalk removal and replacement, striping and landscape restoration.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:

☒ a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.

☒ b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.

☒ c. For soils, to obtain samples and perform testing as noted below.

☒ d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

☒ e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.

☒ f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.

☒ g. Inspect, document and inform the resident engineer of the adequacy of the establishment and maintenance of the traffic control.

☐ h. Geometric control including all construction staking and construction layouts.

☒ i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.

☒ j. Measurement and computation of pay items.

☒ k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.

☒ l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.

☒ m. Revision of contract drawings to reflect as built conditions.

2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.

3. To furnish the services as required herein within twenty-four hours of notification by the resident engineer or authorized representative.

4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.

5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.

6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the resident engineer, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.

7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.

8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.

9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

10. The undersigned certifies neither the ENGINEER nor I have:

a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or

c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.

d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and

g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.

12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.

13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.

II. THE LA AGREES,

1. To furnish a resident engineer to be in responsible charge of general supervision of the construction.

2. To furnish the necessary plans and specifications.

3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.

4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee

☒ CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
☐ CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
☐ CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where:
DL = Direct Labor
IHDC = In House Direct Costs
OH = Consultant Firm's Actual Overhead Factor
R = Complexity Factor

Specific Rate ☐ (Pay per element)

Lump Sum ☐ _____

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☐ With Retainage

a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☒ Without Retainage

a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.

2. That all services are to be furnished as required by construction progress and as determined by the RESIDENT ENGINEER. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.

3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.

5. That any differences between the ENGINEER and the LA concerning the interpretation 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 LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.

8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

   For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of $5,000 or more from the State, as defined in the Act.

   The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

   (a) Publishing a statement:

      (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

      (2) Specifying the actions that will be taken against employees for violations of such prohibition.

      (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

         (A) abide by the terms of the statement; and

         (B) 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.

   (b) Establishing a drug free awareness program to inform employees about:

      (1) the dangers of drug abuse in the workplace;

      (2) the grantee's or contractor's policy of maintaining a drug free workplace;

      (3) any available drug counseling, rehabilitation and employee assistance program; and

(4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.

(f) 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.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
TranSystems	43-0839725	$98,743.60

Sub-Consultants:	TIN Number	Agreement Amount
Great Lakes Soil & Environmental Consultants, Inc.	36-4045796	$5,485.80
	Sub-Consultant Total:	$5,485.80
	Prime Consultant Total:	$98,743.60
	Total for all Work:	$104,229.40

Executed by the LA:

City of Elmhurst
(Municipality/Township/County)

ATTEST:

By: _____

City _____ Clerk

(SEAL)

By: _____

Title: Mayor

Executed by the ENGINEER:

TranSystems

ATTEST:

By: Eric E. Rose

Title: Project Manager

By: Todd S. Bright

Title: Vice President

BLR 05611 (Rev. 9/06)

Exhibit A - Construction Engineering

Route: FAU 2659 (West Avenue)
Local Agency: City of Elmhurst
(Municipality/Township/County)
Section: 11-00177-00-RS
Project: M-9003 (794)
Job No.: C-91-414-11

*Firm's **approved rates** on file with IDOT'S Bureau of Accounting and Auditing:

Overhead Rate (OH) 162.31 %
Complexity Factor (R) 0.00
Calendar Days _____

Method of Compensation:

Cost Plus Fixed Fee 1 ☒ 14.5%[DL + R(DL) + OH(DL) + IHDC]
Cost Plus Fixed Fee 2 ☐ 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
Cost Plus Fixed Fee 3 ☐ 14.5%[(2.3 + R)DL + IHDC]
Specific Rate ☐
Lump Sum ☐

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
SEE ATTACHED									
EXHIBIT A									
Totals		0.00							

BLR 05611 (Rev. 9/06)

Exhibit B

Illinois Department of Transportation

Engineering Payment Report

Prime Consultant

Name	TranSystems
Address	Schaumburg, IL
Telephone	(847) 605-9600
TIN Number	43-0839725

Project Information

Local Agency	City of Elmhurst
Section Number	11-00177-00-RS
Project Number	
Job Number	

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

Sub-Consultant Name	TIN Number	Actual Payment from Prime
Great Lakes Soil & Environmental Consultants, Inc.	36-4045796	
	Sub-Consultant Total:	
	Prime Consultant Total:	
	Total for all Work Completed:	

Signature and title of Prime Consultant

Date

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

Illinois Department of Transportation

Payroll Escalation Table
Fixed Raises

FIRM NAME	TranSystems	DATE	03/22/11
PRIME/SUPPLEMENT	Prime	PTB NO.	

CONTRACT TERM	5	MONTHS	OVERHEAD RATE	162.31%
START DATE	7/1/2011		COMPLEXITY FACTOR	0
RAISE DATE	4/1/2012		% OF RAISE	3.00%

ESCALATION PER YEAR

7/1/2011 - 4/1/2012	4/1/2012 - 7/24/2012			
5	0			
5	5			
= 100.00%	0.00%			
= 1.0000				

The total escalation for this project would be: 0.00%

BDE 025 (Rev. 11/06)

Illinois Department of Transportation

Payroll Rates

FIRM NAME TranSystems DATE 03/22/11
PRIME/SUPPLEMENT Prime
PTB NO.

ESCALATION FACTOR 0.00%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Principal in Charge	$70.00	$70.00
Senior Project Manager (Highwa	$68.89	$68.89
Construction Manager	$60.00	$60.00
Chief Structural Engineer	$60.00	$60.00
Project Manager (Highway)	$54.78	$54.78
Senior Project Engineer (Highwa	$58.22	$58.22
Resident Engineer	$39.74	$39.74
Senior Resident Inspector	$43.64	$43.64
Assistant Resident Inspector	$32.61	$32.61
Design Engineer II (Highway)	$34.99	$34.99
Construction Inspector III	$35.70	$35.70
Land Surveyor	$33.66	$33.66
Survey Crew Chief	$31.73	$31.73
Rodman	$15.99	$15.99
CADD Technician III	$29.67	$29.67
Administrative Assistant	$24.05	$24.05
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
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		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00

Illinois Department of Transportation

EXHIBIT A

Cost Estimate of Consultant Services (CPFF)

Firm	TranSystems
Route	FAU 2659 West Avenue
Section	11-00177-00-RS
County	DuPage
Job No.	C-91-414-11
PTB & Item	

Date 03/22/11

Overhead Rate **162.31%**

Complexity Factor **0**

DBE Drop Box	Item	Manhours (A)	Payroll (B)	Overhead & Fringe Benefits (C)	In-House Direct Costs (D)	Fixed Fee (E)	Outside Direct Costs (F)	Services By Others (G)	DBE Total (B+C+D+E+F+G)	Total (B+C+D+E+F+G)	% of Grand Total
	PRECONSTRUCTION										
	Contract Documents Review	4	158.96	258.01		60.46				477.43	0.46%
	Project Site Inspection	4	158.96	258.01		60.46				477.43	0.46%
	Meeting	6	259.02	420.42		98.52				777.95	0.75%
	Job Setup	8	317.92	516.02		120.92				954.86	0.92%
	CONSTRUCTION										
	Shop drawing review	4	158.96	258.01		60.46				477.43	0.46%
	Layout verification	12	476.88	774.02		181.38				1,432.28	1.37%
	Construction Inspection	222	9,183.24	14,905.32	3,614.40	4,016.93		5,485.80	5,485.80	37,205.69	35.70%
	Traffic Control	75	2,980.50	4,837.65		1,133.63				8,951.78	8.59%
	Daily Documentation	75	2,980.50	4,837.65		1,133.63				8,951.78	8.59%
	Pay Estimates	32	1,271.68	2,064.06		483.68				3,819.43	3.66%
	Weekly Documentation	16	635.84	1,032.03		241.84				1,909.71	1.83%
	Other Agency Coordination	20	794.80	1,290.04		302.30				2,387.14	2.29%
	Contractor Coordination	148	6,242.48	10,132.17		2,374.32				18,748.97	17.99%
	Utility Coordination	16	635.84	1,032.03		241.84				1,909.71	1.83%
	QC/QA of Materials	12	476.88	774.02		181.38				1,432.28	1.37%
	POST CONSTRUCTION										
	Final Documentation	80	3,419.84	5,550.74		1,300.73				10,271.32	9.85%
	Record Drawings	8	277.64	450.64		105.60				833.88	0.80%
	ADMINISTRATION AND MANAGEMENT										
	Administration/Management	12	411.52	667.94		156.52				1,235.98	1.19%
	Quality Control and Assurance	12	657.36	1,066.96		250.03				1,974.35	1.89%
	TOTALS	766	31,498.82	51,125.73	3,614.40	12,504.65	0.00	5,485.80	5,485.80	104,229.40	100.00%

DBE 5.26%

Illinois Department of Transportation

Average Hourly Project Rates

Route	FAU 2659 West Avenue
Section	11-00177-00-RS
County	DuPage
Job No.	C-91-414-11
PTB/Item	

Consultant: TranSystems

Date: 03/22/11

Sheet 1 OF 4

Payroll Classification	Avg Hourly Rates	Total Project Rates			PRECONSTRUCTION			Contract Documents Review			Project Site Inspection			Meeting			Job Setup		
		Hours	% Part.	Wgtd Avg	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 (Highv	68.89	0																	
Construction Manager	60.00	4E-09	0.00%	0.00	1E-09	100.00%	60.00												
Chief Structural Engineer	60.00	0																	
Project Manager (Highway)	54.78	82	10.70%	5.86										2	33.33%	18.26			
Resident Engineer	39.74	670	87.47%	34.76				4	100.00%	39.74	4	100.00%	39.74	2	33.33%	13.25	8	100.00%	39.74
Senior Resident Inspector	43.64	0																	
Assistant Resident Inspector	32.61	0																	
Design Engineer II (Highway)	34.99	2	0.26%	0.09										2	33.33%	11.66			
Construction Inspector III	35.70	0																	
Land Surveyor	33.66	0																	
Survey Crew Chief	31.73	0																	
Rodman	15.99	0																	
CADD Technician III	29.67	4	0.52%	0.15															
Administrative Assistant	24.05	8	1.04%	0.25															
		0																	
		0																	
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		0																	
		0																	
TOTALS		766	100%	$41.12	1E-09	100%	$60.00	4	100%	$39.74	4	100%	$39.74	6	100%	$43.17	8	100%	$39.74

Illinois Department of Transportation

Average Hourly Project Rates

Route	FAU 2659 West Avenue
Section	11-00177-00-RS
County	DuPage
Job No.	C-91-414-11
PTB/Item	

Consultant TranSystems

Date 03/22/11

Sheet 2 OF 1

Payroll Classification	Avg Hourly Rates	CONSTRUCTION			Shop drawing review			Layout verification			Construction Inspection			Traffic Control			Daily Documentation		
		Hours	% Part.	Wgtd Avg	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																		
Senior Project Manager (Highv	68.89																		
Construction Manager	60.00	1E-09	100.00%	60.00															
Chief Structural Engineer	60.00																		
Project Manager (Highway)	54.78										24	10.81%	5.92						
Resident Engineer	39.74				4	100.00%	39.74	12	100.00%	39.74	198	89.19%	35.44	75	100.00%	39.74	75	100.00%	39.74
Senior Resident Inspector	43.64																		
Assistant Resident Inspector	32.61																		
Design Engineer II (Highway)	34.99																		
Construction Inspector III	35.70																		
Land Surveyor	33.66																		
Survey Crew Chief	31.73																		
Rodman	15.99																		
CADD Technician III	29.67																		
Administrative Assistant	24.05																		
TOTALS		1E-09	100%	$60.00	4	100%	$39.74	12	100%	$39.74	222	100%	$41.37	75	100%	$39.74	75	100%	$39.74

Illinois Department of Transportation

Average Hourly Project Rates

Route	FAU 2659 West Avenue
Section	11-00177-00-RS
County	DuPage
Job No.	C-91-414-11
PTB/Item	

Consultant TranSystems

Date 03/22/11

Sheet 3 OF 1

Payroll Classification	Avg Hourly Rates	Pay Estimates			Weekly Documentation			Other Agency Coordination			Contractor Coordination			Utility Coordination			QC/QA of Materials		
		Hours	% Part.	Wgtd Avg	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																		
Senior Project Manager (Highv	68.89																		
Construction Manager	60.00																		
Chief Structural Engineer	60.00																		
Project Manager (Highway)	54.78										24	16.22%	8.88						
Resident Engineer	39.74	32	100.00%	39.74	16	100.00%	39.74	20	100.00%	39.74	124	83.78%	33.30	16	100.00%	39.74	12	100.00%	39.74
Senior Resident Inspector	43.64																		
Assistant Resident Inspector	32.61																		
Design Engineer II (Highway)	34.99																		
Construction Inspector III	35.70																		
Land Surveyor	33.66																		
Survey Crew Chief	31.73																		
Rodman	15.99																		
CADD Technician III	29.67																		
Administrative Assistant	24.05																		
TOTALS		32	100%	$39.74	16	100%	$39.74	20	100%	$39.74	148	100%	$42.18	16	100%	$39.74	12	100%	$39.74

Illinois Department of Transportation

Average Hourly Project Rates

Route	FAU 2659 West Avenue
Section	11-00177-00-RS
County	DuPage
Job No.	C-91-414-11
PTB/Item	

Consultant TranSystems

Date 03/22/11

Sheet 4 OF 1

Payroll Classification	Avg Hourly Rates	POST CONSTRUCTION			Final Documentation			Record Drawings			ADMINISTRATION AND MANAG			Administration/Management			Quality Control and Assurance		
		Hours	% Part.	Wgtd Avg	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																		
Senior Project Manager (Highv	68.89																		
Construction Manager	60.00	1E-09	100.00%	60.00							1E-09	100.00%	60.00						
Chief Structural Engineer	60.00																		
Project Manager (Highway)	54.78				16	20.00%	10.96							4	33.33%	18.26	12	100.00%	54.78
Resident Engineer	39.74				64	80.00%	31.79	4	50.00%	19.87									
Senior Resident Inspector	43.64																		
Assistant Resident Inspector	32.61																		
Design Engineer II (Highway)	34.99																		
Construction Inspector III	35.70																		
Land Surveyor	33.66																		
Survey Crew Chief	31.73																		
Rodman	15.99																		
CADD Technician III	29.67							4	50.00%	14.84									
Administrative Assistant	24.05													8	66.67%	16.03			
TOTALS		1E-09	100%	$60.00	80	100%	$42.75	8	100%	$34.71	1E-09	100%	$60.00	12	100%	$34.29	12	100%	$54.78

DETAILED SUMMARY OF DIRECT COSTS

CONSULTANT: TranSystems
ROUTE: FAU 2659 West Avenue
PROJECT: M-9003 (794)
SECTION: 11-00177-00-RS
COUNTY: DuPage
JOB NO.: C-91-414-11

INHOUSE DIRECT COSTS

TRAVEL

80	$	45.00	per day	$3,600.00
# of days x day rate				Cost

SURVEY SUPPLIES $0.00

PRINTING (breakdown in following manner: # of sets x # of prints/set x rate)

Blueprints: 8 sets x 9 prints/set x $0.20 $14.40

Reports: $0.00

OUTSIDE DIRECT COSTS

PRINTING

Mylars: $0.00

Reports: $0.00

Project Schedule

CONSULTANT: TranSystems
ROUTE: FAU 2659 (West Avenue)
PROJECT: M-9003 (794)
SECTION: 11-00177-00-RS
COUNTY: DuPage
JOB NO.: C-91-414-11

DATE DATE March 22, 2011

MONTH	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	TOTAL
ESTIMATED CONTRACTOR'S SCHEDULE							
NO. OF WEEK DAYS	0	23	21	21	10	0	75
NO. OF IDOT WORKING DAYS	0	17	16	16	14	0	63
NO. OF WEEKEND DAYS	0	0	0	0	0	0	0
TOTAL DAYS	0	23	21	21	10	0	75
TOTAL HOURS (8 HOURS/DAY)	0	184	168	168	80	0	600
TASK (HOURS PER TASK)							
PRECONSTRUCTION							
Contract Documents Review	4						4
Project Site Inspection	4						4
Meeting	6						6
Job Setup	8						8
CONSTRUCTION							
Shop drawing review	4						4
Layout verification	4	4	4				12
Construction Inspection	0	74	62	62	24		222
Traffic Control	0	23	21	21	10		75
Daily Documentation	0	23	21	21	10		75
Pay Estimates	0	8	8	8	8		32
Weekly Documentation	0	4	4	4	4		16
Other Agency Coordination	4	4	4	4	4		20
Contractor Coordination	8	40	40	40	20		148
Utility Coordination	4	4	4	4	0		16
QC/QA of Materials	0	4	4	4	0		12
POST CONSTRUCTION							
Final Documentation					80		80
Record Drawings					8		8
ADMINISTRATION AND MANAGEMENT							
Administration/Management	2	2	2	2	2	2	12
Quality Control and Assurance	2	2	2	2	2	2	12
Total Hours	50	192	176	172	172	4	766
Vehicle Days	5	23	21	21	10	0	80

Assumptions
8 Hour work day
60 Working Day Contract

Anticipated Schedule

Letting	June 17, 2011
Contract Execution	July 25, 2011
Begin Construction	August 1, 2011
Project Completion	November 4, 2011
Finalize Documentation	December 2, 2011

Illinois Department of Transportation

Payroll Escalation Table
Anniversary Raises

FIRM NAME	Great Lakes Soil & Environmental Consultants, Inc.	DATE	03/22/11
PRIME/SUPPLEMENT	Transystems	PTB NO.	

CONTRACT TERM	4	MONTHS	OVERHEAD RATE	160.18%
START DATE	8/1/2011		COMPLEXITY FACTOR	0
RAISE DATE	Anniversary		% OF RAISE	3.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

2

CACULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

0.50%

The total escalation for this project would be: 0.50%

Illinois Department of Transportation

Payroll Rates

FIRM NAME Great Lakes Soil & Environmental Consu **DATE** 03/22/11
PRIME/SUPPLEMENT Transystems
PTB NO.

ESCALATION FACTOR 0.50%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Project Principal	$70.00	$70.00
Project Manager	$42.75	$42.96
Adminstrative Assitant	$17.42	$17.51
Material Technician II	$37.72	$37.91
Staff Engineer	$28.25	$28.39
Pick up Technician	$21.93	$22.04
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
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		$0.00

Illinois Department of Transportation

Cost Estimate
Consultant Se
(Direct Labor Multiple

Firm	Great Lakes Soil & Environmental Consultants, Inc.	Date	03/22/11
Route	West Avenue, Elmhurst, IL		
Section	Section: 11-00177-00-RS	Overhead Rate	**160.18%**
County			
Job No.		Complexity Factor	**0**
PTB & Item			

BDE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	(2.80+R) TIMES PAYROLL (C)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	DBE TOTAL (C+D+E)	TOTAL (C+D+E)	% OF GRAND TOTAL
DBE	Project Principal	1	70.00	196.00			196.00	196.00	3.57%
DBE	Project Manager	2	85.93	240.60			240.60	240.60	4.39%
DBE	Adminstrative Assitant	4	70.03	196.08			196.08	196.08	3.57%
DBE	Material Technician II	24	909.81	2,547.46	1,494.00		4,041.46	4,041.46	73.67%
DBE	Staff Engineer	4	113.57	317.98			317.98	317.98	5.80%
DBE	Pick up Technician	8	176.32	493.69			493.69	493.69	9.00%
	TOTALS	43	1,425.64	3,991.80	1,494.00	0.00	5,485.80	5,485.80	100.00%

DBE 100.00%

Illinois Department of Transportation

Average Hourly Project Rates

Route	West Avenue, Elmhurst, IL
Section	Section: 11-00177-00-RS
County	
Job No.	
PTB/Item	

Consultant: Great Lakes Soil & Environmental Consultants, Inc.

Date: 03/22/11

Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			Project Principal			Project Manager			Adminstrative Assitant			Material Technician II			Staff Engineer		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Principal	$70.00	1	2.33%	1.63	1	100.00%	70.00												
Project Manager	$42.96	2	4.65%	2.00				2	100.00%	42.96									
Adminstrative Assitant	$17.51	4	9.30%	1.63							4	100.00%	17.51						
Material Technician II	$37.91	24	55.81%	21.16										24	100.00%	37.91			
Staff Engineer	$28.39	4	9.30%	2.64													4	100.00%	28.39
Pick up Technician	$22.04	8	18.60%	4.10															
		0																	
		0																	
		0																	
		0																	
		0																	
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TOTALS		43	100%	$33.15	1	100%	$70.00	2	100%	$42.96	4	100%	$17.51	24	100%	$37.91	4	100%	$28.39

Illinois Department of Transportation

Average Hourly Project Rates

Route	West Avenue, Elmhurst, IL
Section	Section: 11-00177-00-RS
County	
Job No.	
PTB/Item	

Consultant: Great Lakes Soil & Environmental Consultants, Inc.

Date 03/22/11

Sheet 2 OF 1

Payroll Classification	Avg Hourly Rates	Pick up Technician Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Principal	$70.00																		
Project Manager	$42.96																		
Adminstrative Assitant	$17.51																		
Material Technician II	$37.91																		
Staff Engineer	$28.39																		
Pick up Technician	$22.04	8	100.00%	22.04															
TOTALS		8	100%	$22.04	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00

In-HOUSE DIRECT COSTS

Great Lakes Soil & Env. Consultants, Inc.
Pingree Road, Crytal Lake, IL
Section: 08-00107-00-FP

Item Description

REPRODUCTION & PICTURE ALLOWANCE							**TOTAL**
Reproduction	MO @	$ 50.00	/ MO (Billed at Actual Cost)			$	-
Pictures	MO @	$ 50.00	/ MO (Billed at Actual Cost)			$	-
				Reproduction & Picture Totals:		$	-
VEHICLE MILEAGE NOT ELIGIBLE FOR PROFIT							
Vehicle Days				$ 45.00	Day	5	$ 225.00
Personal Car Usage:	Mileage @ $ 0.505 / mile					$	-
					Vehicle Totals:	$	225.00
COMMUNICATION							
Phone/Radio Combo Units	0	MO @	$ 70.00 / MO		0 People	$	-
Radio Only Units	0	MO @	$ 60.00 / MO		0 People	$	-
				Communication Charge Totals:		$	-
				2011 Rates			
LABORATORY TESTING							
Nuclear Density Gauge Compaction				$ 45.00	Day	2	$ 90.00
Modified Proctor Tests (AASHTO T180)				$ 194.00	Each	0	$ -
Standard Proctor Tests (AASHTO T99)				$ 189.00	Each	1	$ 189.00
Organic Content				$ 116.00	Each	0	$ -
L.A. Abrasion				$ 578.00	Each	0	$ -
Gradation (Wash)				$ 158.00	Each	0	$ -
PGE Gradation (Wash)				$ 289.00	Each	0	$ -
Atterberg Limits				$ 116.00	Each	0	$ -
Sieve Analysis with Hydrometer Tests				$ 173.00	Each	0	$ -
Concrete							
Compressive Strength of Test Cylinders				$ 29.00	Each	6	$ 174.00
Pick up Charge				$ -	Per trip	0	$ -
Hot Mixed Asphalt							
HMA Air Voids				$ 420.00	Each	0	$ -
Core Density				$ 68.00	Each	12	$ 816.00
Extraction/Ignition & Gradation				$ 231.00	Each	0	$ -
Gradation of stockpile/belt Aggregates				$ 158.00	Each	0	$ -
				Laboratory Testing Charge Totals:		$	1,269.00
					TOTALS:	**$**	**1,494.00**

Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois / 62764

August 12, 2010

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Mr. Charles J. Stenzel
Transystems Corporation
1051 Perimeter Dr.
Suite 1025
Schaumburg, IL 60173-

Dear Mr. Stenzel:

We have completed our review of the corporate and financial information portion of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending December 31, 2009. Your firm's total annual transportation fee capacity will be $189,600,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 162.31% are approved on a provisional basis. The actual rate used in agreement negotiations may be determined by our Bureau of Budget and Fiscal Management in a pre-award audit.

Your firm is required to report to this office any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. This report must be submitted within 15 calendar days of the change.

Your firm is prequalified until December 31, 2010. You will be given an additional six months from this date to submit the Corporate and Financial Information portion of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Very truly yours,

Janet L. Pisani, P.E.
Acting Section Chief
Preliminary Engineering

SEFC PREQUALIFICATION

FIRM: TRANSYSTEMS CORPORATION SOI CODE: TRANSY DATE: 08/12/10

PLANS, SPECIFICATIONS & ESTIMATES

1. FREEWAYS:	X	11. MOVABLE BRIDGE:	X
2. ROADS AND STREETS:	X	12. STEEL GIRDER BRIDGE:	X
3. AER. PLANNING & SPECIAL SERVICE	X	13. TIED ARCH BRIDGE:	
4. AER. DESIGN:	X	14. SEGMENTAL CONCRETE BOX GIRDER BRIDGE:	
5. AER. CONSTRUCTION INSPECTION:	X	15. CONT/CANT TRUSS BRIDGE:	
6. HIGHWAY STRUCTURE:SIMPLE:	X	16. CABLE STAYED GIRDER BRIDGE:	
7. HIGHWAY STRUCTURE:TYPICAL:	X	17. TRAFFIC SIGNALS:	X
8. HIGHWAY STRUCTURE:ADV TYPICAL:	X	18. LIGHTING:	X
9. HIGHWAY STRUCTURE:COMPLEX:	X	19. PUMPING STATION:	
10. RAILROAD BRIDGE:	X		

STUDIES

20. LOCATION DRAINAGE:	X	23. SAFETY STUDIES:	X
21. TRAFFIC STUDIES:	X	24. FEASIBILITY STUDIES:	X
22. SIGNAL COORDINATION & TIMING (SCAT):	X		

HYDRAULIC REPORTS

25. WATERWAYS TYPICAL:	X	27. PUMP STATION:	
26. WATERWAYS COMPLEX	X		

LOCATION AND DESIGN STUDIES

28. REHABILITATION:	X	30. NEW CONST./MAJ RECONST:	X
29. RECONST./MAJ REHAB:	X		

ENVIRONMENTAL STUDIES & REPORTS

31. E.A.: X 32. E.I.S.: X

SPECIAL DESIGN STUDIES

33. MASS TRANSIT:	X	34. RAILWAY ENGINEERING:	X

SPECIAL SERVICES

35. ROUTE SURVEY:	X	45. ARCHITECTURE:	
36. LAND SURVEY:		46. LANDSCAPE ARCHITECTURE:	X
37. AERIAL MAPPING:		47. HAZARDOUS WASTE:	
38. GENERAL GEOTECHNICAL SERVICES:		48. ASBESTOS ABATEMENT SURVEY:	
39. COMPLEX GEOTECHNICAL/MAJOR FOUNDATION:		49. CONSTRUCTION INSPECTION:	X
40. SUBSURFACE EXPLORATIONS:		50. QA COMPLETE:	
41. STRUCTURE GEOTECHNICAL REPORTS:		51. QA HMA & AGGREGATE:	
42. ELECTRICAL ENGINEERING:		52. QA PCC & AGGREGATE:	
43. MECHANICAL ENGINEERING:		53. BITUMINOUS MIX DESIGNS	
44. SANITARY ENGINEERING:		54. SUBSURFACE UTILITY ENGINEERING:	

X PREQUALIFIED

A YOU INDICATED "IN-HOUSE" CAPABILITY IN THESE AREA OF THE "SEFC" BUT WE FOUND NO DETAILED INFORMATION AS REQUESTED ON WHICH TO BASE OUR EVALUATION.

P PENDING FUTHER REVIEW

S PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST

L LOSS OF PREQUALIFICATION

07/31/09

PREQUALIFIED ENVIRONMENTAL STAFF

FIRM TRANSYSTEMS CORPORATION

Level Requested: EIS Level Granted: EIS

This list identifies individuals who meet the criteria for environmental lead(s) and environmental disciplines, including the level of report that each person is qualified to perform.

Only these individuals may be included in your firm's Statements of Interest for projects advertised in Professional Transportation Bulletins. Please note that key personnel changes must be reported in writing to the Consultant Unit within 15 working days of the change.

Environmental Leads:

Lead(s)	*EA*	*EIS*
1.	Morsches, Richard	Morsches, Richard
2.	Daniels, Susan	Daniels, Susan
3.	Dysico, Grace	Dysico, Grace
4.	Stenzel, Charles	
5.		
6.		

Environmental Disciplines:

Name	EA	EIS	Subconsultant
Community Impacts			
1. Trimarco, Gina	☐	☑	
2. Huff, Linda	☐	☑	HUFF & HUFF
3. Daniels, Susan	☑	☐	
Ecology			
1. Novak, James	☐	☑	HUFF & HUFF, INC.
2. Falkinburg, Brad	☐	☑	
3. Arp, Jennifer	☐	☑	
Noise			
1. Krause, Tim	☐	☑	
2. Dysico, Grace	☑	☐	
3. Cox, Craig	☐	☑	
Water			
1. Huff, Linda	☐	☑	HUFF & HUFF, INC.
2. Falkinburg, Brad	☐	☑	
3. Arp, Jennifer	☐	☑	

Prequalified staff for Public Involvement

Dysico, Grace
Morsches, Richard
Stenzel, Charles

Prequalified staff for Technical Writing

Dysico, Grace
Morsches, Richard
Stenzel, Charles

Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois / 62764

January 11, 2010

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Mr. Sudhakar Doppalapudi
Great Lakes Soil & Env. Consult.Inc
600 Territorial Drive
Suite G
Bolingbrook, IL 60440-

Dear Mr. Doppalapudi:

We have completed our review of the corporate and financial information portion of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending June 30, 2009. Your firm's total annual transportation fee capacity will be $12,200,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 157.01% are approved on a provisional basis and will be used in evaluating your Statement(s) of Interest in our selection process. The actual rate used in agreement negotiations may be determined by our Bureau of Budget and Fiscal Management in a pre-award audit.

Your firm is required to report to this office any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. This report must be submitted within 15 calendar days of the change.

Your firm is prequalified until June 30, 2010. You will be given an additional six months from this date to submit the Corporate and Financial Information portion of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Very truly yours,

Cheryl Cathey

Cheryl Cathey P.E.
Chief of Preliminary Engineering

R- 24 - 2011

**A RESOLUTION TO APPROVE
AND AUTHORIZE THE EXECUTION OF A
CONSTRUCTION ENGINEERING SERVICES AGREEMENT
BY AND BETWEEN
TRANSYSTEMS CORPORATION AND THE CITY OF ELMHURST
FOR PHASE III OF THE WEST AVENUE LAPP IMPROVEMENTS**

WHEREAS, the City of Elmhurst (hereinafter the "City") proposes to engage in Phase III of the Local Agency Pavement Preservation (hereinafter "LAPP") Project along West Avenue from First Street to Lake Street (hereinafter the "Project"); and

WHEREAS, the proposed improvements include removal and replacement of deteriorated sections of curb, gutter, pavement and sidewalks, and the final pavement will include a three inch (3") grind of the existing concrete and a three inch (3") overlay with asphalt; and

WHEREAS, the Project has received Six Hundred Sixty-Eight Thousand Five Hundred Dollars ($668,500.00) in Federal STP funding for construction through the DuPage Mayors and Managers Conference; and

WHEREAS, the City requires construction engineering services for the Project which will include construction observation, inspection assistance, construction layout, project coordination, materials testing, and preparation of final construction documents and as-built drawings for construction beginning in Fall of 2011; and

WHEREAS, TranSystems Corporation (hereinafter "TranSystems"), has proposed to do this work on a cost plus fixed fee basis, with a total cost not to exceed One Hundred Four Thousand Two Hundred Twenty-Nine Dollars and Forty Cents ($104,229.40); and

WHEREAS, the City has a satisfactory relationship with TranSystems, and it is advisable,

Copies To All
Elected Officials
06/30/11

necessary and in the public interest that TranSystems be employed to provide the construction engineering services required for the Project; 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 Construction Engineering Services for Phase III of the West Avenue Local Agency Pavement Preservation Project, 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 the City has a satisfactory relationship with TranSystems, and it is advisable, necessary and in the public interest for the City to enter into the Agreement with TranSystems for the construction engineering services required for the Project.

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 construction engineering services required for the Project.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]

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 a construction engineering services agreement for Phase III of the West Avenue LAPP 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 engineering services agreement with TranSystems Corporation in order to provide construction engineering services for Phase III of the West Avenue LAPP Improvements.

Exhibit "A"

Agreement between the City of Elmhurst, Illinois
and
TranSystems Corporation
for the Furnishing of Phase III Construction Engineering Services for the
West Avenue Local Agency Pavement Preservation Project

TranSystems
1051 Perimeter Drive
Suite 1025
Schaumburg, IL 60173-5058
Tel 847-605-9600
Fax 847-605-9610
www.transystems.com

April 18, 2011

Mr. Michael Hughes, PE
Director of Public Works
City of Elmhurst
209 North York Street
Elmhurst, IL 60126

Attention: Mrs. Cori Tiberi, PE
City Engineer

Reference: West Avenue LAPP
Construction Engineering Services

Dear Mrs. Tiberi,

We are pleased to submit for your review three (3) copies of our Construction Engineering Services Agreement for the West Avenue LAPP project.

Thank you for the opportunity to submit our Agreement to service the City on this important project. If you have any questions, please call me at (847) 605-9600.

Very truly yours,

TranSystems

Todd S. Bright, P.E.
enclosures

Local Agency	LOCAL AGENCY	Illinois Department of Transportation	CONSULTANT	Consultant
City of Elmhurst				TranSystems
County: DuPage				Address: 1475 East Woodfield Road, Suite 600
Section: 11-00177-00-RS				City: Schaumburg
Project No.: M-9003 (794)		**Construction Engineering Services Agreement For Federal Participation**		State: IL
Job No.: C-91-414-11				Zip Code: 60173
Contact Name/Phone/E-mail Address: Cori Tiberi/(630)530-3777/ Cori.tiberi@elmhurst.org				Contact Name/Phone/E-mail Address: Eric E. Rose/ 847-605-9600/ eerose@transystems.com

THIS AGREEMENT is made and entered into this _____ day of _____, 2011 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT the following terms are used, they shall be interpreted to mean:

Regional Engineer	Regional Engineer, Department of Transportation
Resident Engineer	LA Employee directly responsible for construction of the PROJECT
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name West Avenue Route FAU 2659 Length 1.3 mile Structure No. N/A

Termini First Street to Lake Street

Description: Construction Engineering services for the resurfacing and rehabilitation of West Avenue including, curb & gutter removal and replacement, patching, milling, resurfacing, sidewalk removal and replacement, striping and landscape restoration.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:

☒ a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.

☒ b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.

☒ c. For soils, to obtain samples and perform testing as noted below.

☒ d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

☒ e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.

☒ f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.

☒ g. Inspect, document and inform the resident engineer of the adequacy of the establishment and maintenance of the traffic control.

☐ h. Geometric control including all construction staking and construction layouts.

☒ i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.

☒ j. Measurement and computation of pay items.

☒ k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.

☒ l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.

☒ m. Revision of contract drawings to reflect as built conditions.

2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.

3. To furnish the services as required herein within twenty-four hours of notification by the resident engineer or authorized representative.

4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.

5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.

6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the resident engineer, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.

7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.

8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.

9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

10. The undersigned certifies neither the ENGINEER nor I have:

a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or

c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.

d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and

g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.

12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.

13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.

II. THE LA AGREES,

1. To furnish a resident engineer to be in responsible charge of general supervision of the construction.

2. To furnish the necessary plans and specifications.

3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.

4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee

☒ CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
☐ CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
☐ CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where:
DL = Direct Labor
IHDC = In House Direct Costs
OH = Consultant Firm's Actual Overhead Factor
R = Complexity Factor

Specific Rate ☐ (Pay per element)

Lump Sum ☐ _____

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☐ With Retainage

a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☒ Without Retainage

a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.

2. That all services are to be furnished as required by construction progress and as determined by the RESIDENT ENGINEER. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.

3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.

5. That any differences between the ENGINEER and the LA concerning the interpretation 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 LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.

8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

   For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of $5,000 or more from the State, as defined in the Act.

   The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

   (a) Publishing a statement:

      (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

      (2) Specifying the actions that will be taken against employees for violations of such prohibition.

      (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

         (A) abide by the terms of the statement; and

         (B) 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.

   (b) Establishing a drug free awareness program to inform employees about:

      (1) the dangers of drug abuse in the workplace;

      (2) the grantee's or contractor's policy of maintaining a drug free workplace;

      (3) any available drug counseling, rehabilitation and employee assistance program; and

(4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.

(f) 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.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
TranSystems	43-0839725	$98,743.60

Sub-Consultants:	TIN Number	Agreement Amount
Great Lakes Soil & Environmental Consultants, Inc.	36-4045796	$5,485.80
	Sub-Consultant Total:	$5,485.80
	Prime Consultant Total:	$98,743.60
	Total for all Work:	$104,229.40

Executed by the LA:

City of Elmhurst
(Municipality/Township/County)

ATTEST:

By: _____

City _____ Clerk

By: _____

Title: Mayor

(SEAL)

Executed by the ENGINEER:

TranSystems

ATTEST:

By: Eric E. Rose

Title: Project Manager

By: Todd L. Bright

Title: Vice President

BLR 05611 (Rev. 9/06)

Exhibit A - Construction Engineering

Route: FAU 2659 (West Avenue)
Local Agency: City of Elmhurst
(Municipality/Township/County)
Section: 11-00177-00-RS
Project: M-9003 (794)
Job No.: C-91-414-11

*Firm's **approved rates** on file with IDOT'S Bureau of Accounting and Auditing:

Overhead Rate (OH) 162.31 %
Complexity Factor (R) 0.00
Calendar Days _____

Method of Compensation:

Cost Plus Fixed Fee 1 ☒ 14.5%[DL + R(DL) + OH(DL) + IHDC]
Cost Plus Fixed Fee 2 ☐ 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
Cost Plus Fixed Fee 3 ☐ 14.5%[(2.3 + R)DL + IHDC]
Specific Rate ☐
Lump Sum ☐

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
SEE ATTACHED									
EXHIBIT A									
Totals		0.00							

Exhibit B

Illinois Department of Transportation

Engineering Payment Report

Prime Consultant

Name	TranSystems
Address	Schaumburg, IL
Telephone	(847) 605-9600
TIN Number	43-0839725

Project Information

Local Agency	City of Elmhurst
Section Number	11-00177-00-RS
Project Number	
Job Number	

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

Sub-Consultant Name	TIN Number	Actual Payment from Prime
Great Lakes Soil & Environmental Consultants, Inc.	36-4045796	
	Sub-Consultant Total:	
	Prime Consultant Total:	
	Total for all Work Completed:	

Signature and title of Prime Consultant

Date

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

Illinois Department of Transportation

Payroll Escalation Table
Fixed Raises

FIRM NAME	TranSystems	DATE	03/22/11
PRIME/SUPPLEMENT	Prime	PTB NO.	

CONTRACT TERM	5	MONTHS	OVERHEAD RATE	162.31%
START DATE	7/1/2011		COMPLEXITY FACTOR	0
RAISE DATE	4/1/2012		% OF RAISE	3.00%

ESCALATION PER YEAR

7/1/2011 - 4/1/2012	4/1/2012 - 7/24/2012			
5	0			
5	5			
= 100.00%	0.00%			
= 1.0000				

The total escalation for this project would be: 0.00%

BDE 025 (Rev. 11/06)

Illinois Department of Transportation

Payroll Rates

FIRM NAME TranSystems DATE 03/22/11
PRIME/SUPPLEMENT Prime
PTB NO.

ESCALATION FACTOR 0.00%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Principal in Charge	$70.00	$70.00
Senior Project Manager (Highwa	$68.89	$68.89
Construction Manager	$60.00	$60.00
Chief Structural Engineer	$60.00	$60.00
Project Manager (Highway)	$54.78	$54.78
Senior Project Engineer (Highwa	$58.22	$58.22
Resident Engineer	$39.74	$39.74
Senior Resident Inspector	$43.64	$43.64
Assistant Resident Inspector	$32.61	$32.61
Design Engineer II (Highway)	$34.99	$34.99
Construction Inspector III	$35.70	$35.70
Land Surveyor	$33.66	$33.66
Survey Crew Chief	$31.73	$31.73
Rodman	$15.99	$15.99
CADD Technician III	$29.67	$29.67
Administrative Assistant	$24.05	$24.05
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00

Illinois Department of Transportation

EXHIBIT A

Cost Estimate of Consultant Services (CPFF)

Firm	TranSystems
Route	FAU 2659 West Avenue
Section	11-00177-00-RS
County	DuPage
Job No.	C-91-414-11
PTB & Item	

Date 03/22/11

Overhead Rate **162.31%**

Complexity Factor **0**

DBE Drop Box	Item	Manhours (A)	Payroll (B)	Overhead & Fringe Benefits (C)	In-House Direct Costs (D)	Fixed Fee (E)	Outside Direct Costs (F)	Services By Others (G)	DBE Total (B+C+D+E+F+G)	Total (B+C+D+E+F+G)	% of Grand Total
	PRECONSTRUCTION										
	Contract Documents Review	4	158.96	258.01		60.46				477.43	0.46%
	Project Site Inspection	4	158.96	258.01		60.46				477.43	0.46%
	Meeting	6	259.02	420.42		98.52				777.95	0.75%
	Job Setup	8	317.92	516.02		120.92				954.86	0.92%
	CONSTRUCTION										
	Shop drawing review	4	158.96	258.01		60.46				477.43	0.46%
	Layout verification	12	476.88	774.02		181.38				1,432.28	1.37%
	Construction Inspection	222	9,183.24	14,905.32	3,614.40	4,016.93		5,485.80	5,485.80	37,205.69	35.70%
	Traffic Control	75	2,980.50	4,837.65		1,133.63				8,951.78	8.59%
	Daily Documentation	75	2,980.50	4,837.65		1,133.63				8,951.78	8.59%
	Pay Estimates	32	1,271.68	2,064.06		483.68				3,819.43	3.66%
	Weekly Documentation	16	635.84	1,032.03		241.84				1,909.71	1.83%
	Other Agency Coordination	20	794.80	1,290.04		302.30				2,387.14	2.29%
	Contractor Coordination	148	6,242.48	10,132.17		2,374.32				18,748.97	17.99%
	Utility Coordination	16	635.84	1,032.03		241.84				1,909.71	1.83%
	QC/QA of Materials	12	476.88	774.02		181.38				1,432.28	1.37%
	POST CONSTRUCTION										
	Final Documentation	80	3,419.84	5,550.74		1,300.73				10,271.32	9.85%
	Record Drawings	8	277.64	450.64		105.60				833.88	0.80%
	ADMINISTRATION AND MANAGEMENT										
	Administration/Management	12	411.52	667.94		156.52				1,235.98	1.19%
	Quality Control and Assurance	12	657.36	1,066.96		250.03				1,974.35	1.89%
	TOTALS	766	31,498.82	51,125.73	3,614.40	12,504.65	0.00	5,485.80	5,485.80	104,229.40	100.00%

DBE 5.26%

Illinois Department of Transportation

Average Hourly Project Rates

Route	FAU 2659 West Avenue
Section	11-00177-00-RS
County	DuPage
Job No.	C-91-414-11
PTB/Item	

Consultant: TranSystems

Date: 03/22/11

Sheet 1 OF 4

Payroll Classification	Avg Hourly Rates	Total Project Rates			PRECONSTRUCTION			Contract Documents Review			Project Site Inspection			Meeting			Job Setup		
		Hours	% Part.	Wgtd Avg	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 (Highv	68.89	0																	
Construction Manager	60.00	4E-09	0.00%	0.00	1E-09	100.00%	60.00												
Chief Structural Engineer	60.00	0																	
Project Manager (Highway)	54.78	82	10.70%	5.86										2	33.33%	18.26			
Resident Engineer	39.74	670	87.47%	34.76				4	100.00%	39.74	4	100.00%	39.74	2	33.33%	13.25	8	100.00%	39.74
Senior Resident Inspector	43.64	0																	
Assistant Resident Inspector	32.61	0																	
Design Engineer II (Highway)	34.99	2	0.26%	0.09										2	33.33%	11.66			
Construction Inspector III	35.70	0																	
Land Surveyor	33.66	0																	
Survey Crew Chief	31.73	0																	
Rodman	15.99	0																	
CADD Technician III	29.67	4	0.52%	0.15															
Administrative Assistant	24.05	8	1.04%	0.25															
		0																	
		0																	
		0																	
		0																	
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		0																	
		0																	
		0																	
TOTALS		766	100%	$41.12	1E-09	100%	$60.00	4	100%	$39.74	4	100%	$39.74	6	100%	$43.17	8	100%	$39.74

Illinois Department of Transportation

Average Hourly Project Rates

Route	FAU 2659 West Avenue
Section	11-00177-00-RS
County	DuPage
Job No.	C-91-414-11
PTB/Item	

Consultant TranSystems

Date 03/22/11

Sheet 2 OF 1

Payroll Classification	Avg Hourly Rates	CONSTRUCTION			Shop drawing review			Layout verification			Construction Inspection			Traffic Control			Daily Documentation		
		Hours	% Part.	Wgtd Avg	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																		
Senior Project Manager (Highv	68.89																		
Construction Manager	60.00	1E-09	100.00%	60.00															
Chief Structural Engineer	60.00																		
Project Manager (Highway)	54.78										24	10.81%	5.92						
Resident Engineer	39.74				4	100.00%	39.74	12	100.00%	39.74	198	89.19%	35.44	75	100.00%	39.74	75	100.00%	39.74
Senior Resident Inspector	43.64																		
Assistant Resident Inspector	32.61																		
Design Engineer II (Highway)	34.99																		
Construction Inspector III	35.70																		
Land Surveyor	33.66																		
Survey Crew Chief	31.73																		
Rodman	15.99																		
CADD Technician III	29.67																		
Administrative Assistant	24.05																		
TOTALS		1E-09	100%	$60.00	4	100%	$39.74	12	100%	$39.74	222	100%	$41.37	75	100%	$39.74	75	100%	$39.74

Illinois Department of Transportation

Average Hourly Project Rates

Route	FAU 2659 West Avenue
Section	11-00177-00-RS
County	DuPage
Job No.	C-91-414-11
PTB/Item	

Consultant TranSystems

Date 03/22/11

Sheet 3 OF 1

Payroll Classification	Avg Hourly Rates	Pay Estimates			Weekly Documentation			Other Agency Coordination			Contractor Coordination			Utility Coordination			QC/QA of Materials		
		Hours	% Part.	Wgtd Avg	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																		
Senior Project Manager (Highv	68.89																		
Construction Manager	60.00																		
Chief Structural Engineer	60.00																		
Project Manager (Highway)	54.78										24	16.22%	8.88						
Resident Engineer	39.74	32	100.00%	39.74	16	100.00%	39.74	20	100.00%	39.74	124	83.78%	33.30	16	100.00%	39.74	12	100.00%	39.74
Senior Resident Inspector	43.64																		
Assistant Resident Inspector	32.61																		
Design Engineer II (Highway)	34.99																		
Construction Inspector III	35.70																		
Land Surveyor	33.66																		
Survey Crew Chief	31.73																		
Rodman	15.99																		
CADD Technician III	29.67																		
Administrative Assistant	24.05																		
TOTALS		32	100%	$39.74	16	100%	$39.74	20	100%	$39.74	148	100%	$42.18	16	100%	$39.74	12	100%	$39.74

Illinois Department of Transportation

Average Hourly Project Rates

Route	FAU 2659 West Avenue
Section	11-00177-00-RS
County	DuPage
Job No.	C-91-414-11
PTB/Item	

Consultant TranSystems

Date 03/22/11

Sheet 4 OF 1

Payroll Classification	Avg Hourly Rates	POST CONSTRUCTION			Final Documentation			Record Drawings			ADMINISTRATION AND MANAG			Administration/Management			Quality Control and Assurance		
		Hours	% Part.	Wgtd Avg	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																		
Senior Project Manager (Highv	68.89																		
Construction Manager	60.00	1E-09	100.00%	60.00							1E-09	100.00%	60.00						
Chief Structural Engineer	60.00																		
Project Manager (Highway)	54.78				16	20.00%	10.96							4	33.33%	18.26	12	100.00%	54.78
Resident Engineer	39.74				64	80.00%	31.79	4	50.00%	19.87									
Senior Resident Inspector	43.64																		
Assistant Resident Inspector	32.61																		
Design Engineer II (Highway)	34.99																		
Construction Inspector III	35.70																		
Land Surveyor	33.66																		
Survey Crew Chief	31.73																		
Rodman	15.99																		
CADD Technician III	29.67							4	50.00%	14.84									
Administrative Assistant	24.05													8	66.67%	16.03			
TOTALS		1E-09	100%	$60.00	80	100%	$42.75	8	100%	$34.71	1E-09	100%	$60.00	12	100%	$34.29	12	100%	$54.78

DETAILED SUMMARY OF DIRECT COSTS

CONSULTANT: TranSystems
ROUTE: FAU 2659 West Avenue
PROJECT: M-9003 (794)
SECTION: 11-00177-00-RS
COUNTY: DuPage
JOB NO.: C-91-414-11

INHOUSE DIRECT COSTS

TRAVEL

80	$	45.00	per day	$3,600.00
# of days x day rate				Cost

SURVEY SUPPLIES $0.00

PRINTING (breakdown in following manner: # of sets x # of prints/set x rate)

Blueprints: 8 sets x 9 prints/set x $0.20 $14.40

Reports: $0.00

OUTSIDE DIRECT COSTS

PRINTING

Mylars: $0.00

Reports: $0.00

Project Schedule

CONSULTANT: TranSystems
ROUTE: FAU 2659 (West Avenue)
PROJECT: M-9003 (794)
SECTION: 11-00177-00-RS
COUNTY: DuPage
JOB NO.: C-91-414-11

DATE DATE March 22, 2011

MONTH	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	TOTAL
ESTIMATED CONTRACTOR'S SCHEDULE							
NO. OF WEEK DAYS	0	23	21	21	10	0	75
NO. OF IDOT WORKING DAYS	0	17	16	16	14	0	63
NO. OF WEEKEND DAYS	0	0	0	0	0	0	0
TOTAL DAYS	0	23	21	21	10	0	75
TOTAL HOURS (8 HOURS/DAY)	0	184	168	168	80	0	600
TASK (HOURS PER TASK)							
PRECONSTRUCTION							
Contract Documents Review	4						4
Project Site Inspection	4						4
Meeting	6						6
Job Setup	8						8
CONSTRUCTION							
Shop drawing review	4						4
Layout verification	4	4	4				12
Construction Inspection	0	74	62	62	24		222
Traffic Control	0	23	21	21	10		75
Daily Documentation	0	23	21	21	10		75
Pay Estimates	0	8	8	8	8		32
Weekly Documentation	0	4	4	4	4		16
Other Agency Coordination	4	4	4	4	4		20
Contractor Coordination	8	40	40	40	20		148
Utility Coordination	4	4	4	4	0		16
QC/QA of Materials	0	4	4	4	0		12
POST CONSTRUCTION							
Final Documentation					80		80
Record Drawings					8		8
ADMINISTRATION AND MANAGEMENT							
Administration/Management	2	2	2	2	2	2	12
Quality Control and Assurance	2	2	2	2	2	2	12
Total Hours	50	192	176	172	172	4	766
Vehicle Days	5	23	21	21	10	0	80

Assumptions
8 Hour work day
60 Working Day Contract

Anticipated Schedule

Letting	June 17, 2011
Contract Execution	July 25, 2011
Begin Construction	August 1, 2011
Project Completion	November 4, 2011
Finalize Documentation	December 2, 2011

Illinois Department of Transportation

Payroll Escalation Table
Anniversary Raises

FIRM NAME	Great Lakes Soil & Environmental Consultants, Inc.	DATE	03/22/11
PRIME/SUPPLEMENT	Transystems	PTB NO.	

CONTRACT TERM	4	MONTHS	OVERHEAD RATE	160.18%
START DATE	8/1/2011		COMPLEXITY FACTOR	0
RAISE DATE	Anniversary		% OF RAISE	3.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

2

CACULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

0.50%

The total escalation for this project would be: 0.50%

Illinois Department of Transportation

Payroll Rates

FIRM NAME Great Lakes Soil & Environmental Consu **DATE** 03/22/11
PRIME/SUPPLEMENT Transystems
PTB NO.

ESCALATION FACTOR 0.50%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Project Principal	$70.00	$70.00
Project Manager	$42.75	$42.96
Adminstrative Assitant	$17.42	$17.51
Material Technician II	$37.72	$37.91
Staff Engineer	$28.25	$28.39
Pick up Technician	$21.93	$22.04
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
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		$0.00
		$0.00
		$0.00
		$0.00
		$0.00

Illinois Department of Transportation

Cost Estimate
Consultant Se
(Direct Labor Multiple

Firm	Great Lakes Soil & Environmental Consultants, Inc.	Date	03/22/11
Route	West Avenue, Elmhurst, IL		
Section	Section: 11-00177-00-RS	Overhead Rate	**160.18%**
County			
Job No.		Complexity Factor	**0**
PTB & Item			

BDE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	(2.80+R) TIMES PAYROLL (C)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	DBE TOTAL (C+D+E)	TOTAL (C+D+E)	% OF GRAND TOTAL
DBE	Project Principal	1	70.00	196.00			196.00	196.00	3.57%
DBE	Project Manager	2	85.93	240.60			240.60	240.60	4.39%
DBE	Adminstrative Assitant	4	70.03	196.08			196.08	196.08	3.57%
DBE	Material Technician II	24	909.81	2,547.46	1,494.00		4,041.46	4,041.46	73.67%
DBE	Staff Engineer	4	113.57	317.98			317.98	317.98	5.80%
DBE	Pick up Technician	8	176.32	493.69			493.69	493.69	9.00%
	TOTALS	43	1,425.64	3,991.80	1,494.00	0.00	5,485.80	5,485.80	100.00%

DBE 100.00%

Illinois Department of Transportation

Average Hourly Project Rates

Route	West Avenue, Elmhurst, IL
Section	Section: 11-00177-00-RS
County	
Job No.	
PTB/Item	

Consultant Great Lakes Soil & Environmental Consultants, Inc.

Date 03/22/11

Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			Project Principal			Project Manager			Adminstrative Assitant			Material Technician II			Staff Engineer		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Principal	$70.00	1	2.33%	1.63	1	100.00%	70.00												
Project Manager	$42.96	2	4.65%	2.00				2	100.00%	42.96									
Adminstrative Assitant	$17.51	4	9.30%	1.63							4	100.00%	17.51						
Material Technician II	$37.91	24	55.81%	21.16										24	100.00%	37.91			
Staff Engineer	$28.39	4	9.30%	2.64													4	100.00%	28.39
Pick up Technician	$22.04	8	18.60%	4.10															
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
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		0																	
TOTALS		43	100%	$33.15	1	100%	$70.00	2	100%	$42.96	4	100%	$17.51	24	100%	$37.91	4	100%	$28.39

Illinois Department of Transportation

Average Hourly Project Rates

Route	West Avenue, Elmhurst, IL
Section	Section: 11-00177-00-RS
County	
Job No.	
PTB/Item	

Consultant: Great Lakes Soil & Environmental Consultants, Inc.

Date: 03/22/11

Sheet 2 OF 1

Payroll Classification	Avg Hourly Rates	Pick up Technician Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Principal	$70.00																		
Project Manager	$42.96																		
Adminstrative Assitant	$17.51																		
Material Technician II	$37.91																		
Staff Engineer	$28.39																		
Pick up Technician	$22.04	8	100.00%	22.04															
TOTALS		8	100%	$22.04	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00

In-HOUSE DIRECT COSTS

Great Lakes Soil & Env. Consultants, Inc.
Pingree Road, Crytal Lake, IL
Section: 08-00107-00-FP

Item Description

REPRODUCTION & PICTURE ALLOWANCE							**TOTAL**
Reproduction	MO @	$ 50.00	/ MO (Billed at Actual Cost)			$	-
Pictures	MO @	$ 50.00	/ MO (Billed at Actual Cost)			$	-
				Reproduction & Picture Totals:		$	-
VEHICLE MILEAGE NOT ELIGIBLE FOR PROFIT							
Vehicle Days				$ 45.00	Day	5	$ 225.00
Personal Car Usage:	Mileage @ $ 0.505 / mile					$	-
					Vehicle Totals:	$	225.00
COMMUNICATION							
Phone/Radio Combo Units	0	MO @	$ 70.00 / MO		0 People	$	-
Radio Only Units	0	MO @	$ 60.00 / MO		0 People	$	-
				Communication Charge Totals:		$	-
				2011 Rates			
LABORATORY TESTING							
Nuclear Density Gauge Compaction				$ 45.00	Day	2	$ 90.00
Modified Proctor Tests (AASHTO T180)				$ 194.00	Each	0	$ -
Standard Proctor Tests (AASHTO T99)				$ 189.00	Each	1	$ 189.00
Organic Content				$ 116.00	Each	0	$ -
L.A. Abrasion				$ 578.00	Each	0	$ -
Gradation (Wash)				$ 158.00	Each	0	$ -
PGE Gradation (Wash)				$ 289.00	Each	0	$ -
Atterberg Limits				$ 116.00	Each	0	$ -
Sieve Analysis with Hydrometer Tests				$ 173.00	Each	0	$ -
Concrete							
Compressive Strength of Test Cylinders				$ 29.00	Each	6	$ 174.00
Pick up Charge				$ -	Per trip	0	$ -
Hot Mixed Asphalt							
HMA Air Voids				$ 420.00	Each	0	$ -
Core Density				$ 68.00	Each	12	$ 816.00
Extraction/Ignition & Gradation				$ 231.00	Each	0	$ -
Gradation of stockpile/belt Aggregates				$ 158.00	Each	0	$ -
				Laboratory Testing Charge Totals:		$	1,269.00
					TOTALS:	**$**	**1,494.00**

Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois / 62764

August 12, 2010

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Mr. Charles J. Stenzel
Transystems Corporation
1051 Perimeter Dr.
Suite 1025
Schaumburg, IL 60173-

Dear Mr. Stenzel:

We have completed our review of the corporate and financial information portion of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending December 31, 2009. Your firm's total annual transportation fee capacity will be $189,600,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 162.31% are approved on a provisional basis. The actual rate used in agreement negotiations may be determined by our Bureau of Budget and Fiscal Management in a pre-award audit.

Your firm is required to report to this office any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. This report must be submitted within 15 calendar days of the change.

Your firm is prequalified until December 31, 2010. You will be given an additional six months from this date to submit the Corporate and Financial Information portion of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Very truly yours,

Janet L. Pisani, P.E.
Acting Section Chief
Preliminary Engineering

SEFC PREQUALIFICATION

FIRM: TRANSYSTEMS CORPORATION SOI CODE: TRANSY DATE: 08/12/10

PLANS, SPECIFICATIONS & ESTIMATES

1. FREEWAYS:	X	11. MOVABLE BRIDGE:	X
2. ROADS AND STREETS:	X	12. STEEL GIRDER BRIDGE:	X
3. AER. PLANNING & SPECIAL SERVICE	X	13. TIED ARCH BRIDGE:	
4. AER. DESIGN:	X	14. SEGMENTAL CONCRETE BOX GIRDER BRIDGE:	
5. AER. CONSTRUCTION INSPECTION:	X	15. CONT/CANT TRUSS BRIDGE:	
6. HIGHWAY STRUCTURE:SIMPLE:	X	16. CABLE STAYED GIRDER BRIDGE:	
7. HIGHWAY STRUCTURE:TYPICAL:	X	17. TRAFFIC SIGNALS:	X
8. HIGHWAY STRUCTURE:ADV TYPICAL:	X	18. LIGHTING:	X
9. HIGHWAY STRUCTURE:COMPLEX:	X	19. PUMPING STATION:	
10. RAILROAD BRIDGE:	X		

STUDIES

20. LOCATION DRAINAGE:	X	23. SAFETY STUDIES:	X
21. TRAFFIC STUDIES:	X	24. FEASIBILITY STUDIES:	X
22. SIGNAL COORDINATION & TIMING (SCAT):	X		

HYDRAULIC REPORTS

25. WATERWAYS TYPICAL:	X	27. PUMP STATION:	
26. WATERWAYS COMPLEX	X		

LOCATION AND DESIGN STUDIES

28. REHABILITATION:	X	30. NEW CONST./MAJ RECONST:	X
29. RECONST./MAJ REHAB:	X		

ENVIRONMENTAL STUDIES & REPORTS

31. E.A.: X 32. E.I.S.: X

SPECIAL DESIGN STUDIES

33. MASS TRANSIT:	X	34. RAILWAY ENGINEERING:	X

SPECIAL SERVICES

35. ROUTE SURVEY:	X	45. ARCHITECTURE:	
36. LAND SURVEY:		46. LANDSCAPE ARCHITECTURE:	X
37. AERIAL MAPPING:		47. HAZARDOUS WASTE:	
38. GENERAL GEOTECHNICAL SERVICES:		48. ASBESTOS ABATEMENT SURVEY:	
39. COMPLEX GEOTECHNICAL/MAJOR FOUNDATION:		49. CONSTRUCTION INSPECTION:	X
40. SUBSURFACE EXPLORATIONS:		50. QA COMPLETE:	
41. STRUCTURE GEOTECHNICAL REPORTS:		51. QA HMA & AGGREGATE:	
42. ELECTRICAL ENGINEERING:		52. QA PCC & AGGREGATE:	
43. MECHANICAL ENGINEERING:		53. BITUMINOUS MIX DESIGNS	
44. SANITARY ENGINEERING:		54. SUBSURFACE UTILITY ENGINEERING:	

X PREQUALIFIED

A YOU INDICATED "IN-HOUSE" CAPABILITY IN THESE AREA OF THE "SEFC" BUT WE FOUND NO DETAILED INFORMATION AS REQUESTED ON WHICH TO BASE OUR EVALUATION.

P PENDING FUTHER REVIEW

S PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST

L LOSS OF PREQUALIFICATION

07/31/09

PREQUALIFIED ENVIRONMENTAL STAFF

FIRM TRANSYSTEMS CORPORATION

Level Requested: EIS Level Granted: EIS

This list identifies individuals who meet the criteria for environmental lead(s) and environmental disciplines, including the level of report that each person is qualified to perform.

Only these individuals may be included in your firm's Statements of Interest for projects advertised in Professional Transportation Bulletins. Please note that key personnel changes must be reported in writing to the Consultant Unit within 15 working days of the change.

Environmental Leads:

Lead(s)	*EA*	*EIS*
1.	Morsches, Richard	Morsches, Richard
2.	Daniels, Susan	Daniels, Susan
3.	Dysico, Grace	Dysico, Grace
4.	Stenzel, Charles	
5.		
6.		

Environmental Disciplines:

Name	EA	EIS	Subconsultant
Community Impacts			
1. Trimarco, Gina	☐	☑	
2. Huff, Linda	☐	☑	HUFF & HUFF
3. Daniels, Susan	☑	☐	
Ecology			
1. Novak, James	☐	☑	HUFF & HUFF, INC.
2. Falkinburg, Brad	☐	☑	
3. Arp, Jennifer	☐	☑	
Noise			
1. Krause, Tim	☐	☑	
2. Dysico, Grace	☑	☐	
3. Cox, Craig	☐	☑	
Water			
1. Huff, Linda	☐	☑	HUFF & HUFF, INC.
2. Falkinburg, Brad	☐	☑	
3. Arp, Jennifer	☐	☑	

Prequalified staff for Public Involvement

Dysico, Grace
Morsches, Richard
Stenzel, Charles

Prequalified staff for Technical Writing

Dysico, Grace
Morsches, Richard
Stenzel, Charles

Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois / 62764

January 11, 2010

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Mr. Sudhakar Doppalapudi
Great Lakes Soil & Env. Consult.Inc
600 Territorial Drive
Suite G
Bolingbrook, IL 60440-

Dear Mr. Doppalapudi:

We have completed our review of the corporate and financial information portion of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending June 30, 2009. Your firm's total annual transportation fee capacity will be $12,200,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 157.01% are approved on a provisional basis and will be used in evaluating your Statement(s) of Interest in our selection process. The actual rate used in agreement negotiations may be determined by our Bureau of Budget and Fiscal Management in a pre-award audit.

Your firm is required to report to this office any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. This report must be submitted within 15 calendar days of the change.

Your firm is prequalified until June 30, 2010. You will be given an additional six months from this date to submit the Corporate and Financial Information portion of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Very truly yours,

Cheryl Cathey

Cheryl Cathey P.E.
Chief of Preliminary Engineering

O-31-2011

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE LICENSE AGREEMENT BY AND BETWEEN AL'S HOBBY SHOP, INC. AND THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS

WHEREAS, Al's Hobby Shop, Inc. ("Licensee") seeks to utilize that part of the public way commonly known as the Schiller Court municipal parking lot, Elmhurst, Illinois (the "Property"), for its 2011 Radio Controlled Car Race event (the "Event") as described in the Non-Exclusive License Agreement attached hereto as Exhibit "A" (the "Agreement"); and

WHEREAS, the City Council of the City of Elmhurst finds it to be desirable and in the best interest of the City of Elmhurst to grant to the Licensee a temporary non-exclusive license to enter on the Property for the purpose of presenting its Event subject to the terms of the Agreement.

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

1. That the Agreement, attached hereto and made a part hereof as Exhibit "A," is approved and execution of the said Agreement by the Mayor and City Clerk is hereby ratified.

2. 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 Agreement.

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

Copies To All
Elected Officials
06/30/11

ADOPTED this ____ day of July 2011, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of July 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 July 2011.

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

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance Approving and Authorizing the Execution of a Non-Exclusive License Agreement by and between Al's Hobby Shop, Inc. and the City of Elmhurst, DuPage and Cook Counties, Illinois

ORIGINATOR: Public Affairs and Safety Committee, City Manager, City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendations of the Public Affairs and Safety Committee, attached for Council consideration is an ordinance granting approval and authorization to execute the Non-Exclusive License Agreement (the "Agreement") by and between Al's Hobby Shop, Inc. and the City of Elmhurst. The Agreement grants Al's Hobby Shop, Inc. a temporary non-exclusive license to use public property for its 2011 Radio Controlled Car Race event. The Agreement has been reviewed by the Public Affairs and Safety Committee, the City Manager, and the City Attorney, and the terms of the Agreement meet the City's requirements and standards for insurance and indemnification that have been applied to applicants for similar licensing in the past.

EXHIBIT A

NON-EXCLUSIVE LICENSE AGREEMENT

Non-Exclusive License Agreement

This License Agreement ("License") is made and entered into on this 5th day of July 2011, by and between the City of Elmhurst, Illinois, an Illinois municipal corporation (herein referred to as "Licensor") and Al's Hobby Shop, Inc., an Illinois corporation (herein referred to as "Licensee").

Licensee desires to enter onto the property commonly known as the Schiller Court municipal parking lot, Elmhurst, Illinois (the "Property"), for the purpose of utilizing the Property for production of its 2011 Radio Controlled Car Race event (the "Event"), and the Licensor is willing to grant Licensee a temporary non-exclusive license to do so, on the terms and conditions set forth below.

Licensor hereby grants Licensee and its contractors, subcontractors, invitees, employees, and agents (collectively, the "Users") a temporary non-exclusive license to enter on the Property for the purposes of utilizing the Property for the Event, subject to the following terms and conditions:

(1) TERM. The term of this License shall be one day, beginning July 10, 2011, at 6:30 A.M. and ending on July 10, 2011, at 7:00 P.M. (the "License Term").

(2) RESTRICTION ON USE. Licensee and Users shall only use the Property for the purposes of the Event. Licensee and Users shall not store or permit any storage of any materials or items on the Property except such items as are approved in writing by the City of Elmhurst Police Department. The Licensee shall not alter the Property in any fashion without the written consent of the Licensor. The Licensee's use of the Property shall not be exclusive and shall not interfere with the Licensor's use of or access to the Property.

Licensee shall not carry on, upon the Property or any part thereof, or permit to be carried on, any trade, business, or use of an unsafe or unhealthful nature, or which shall constitute a nuisance. Licensee shall not use or permit to be used, said Property or any part thereof, for any illegal, immoral, or adult business (as defined in the Municipal Code of the City of Elmhurst), or purpose whatsoever. Licensee and Users shall comply with the requirements of the City of Elmhurst Police and Fire Departments in producing the Event and shall confer with said departments to ensure safety and compliance with all City Ordinances.

(3) CONDITION; MAINTENANCE; REPAIR. Licensee accepts the Property in its current condition, and Licensor makes no representations concerning the condition of the Property. Licensor has no duty or obligation to maintain or repair the Property during the License Term. Any maintenance or repairs made to the Property by the Licensee shall be made at the sole expense of the Licensee and the Licensee shall have no right to recover any amounts for said maintenance or repairs from the Licensor. Further, Licensor shall not be liable to Licensee or Users for any damage or injury to any of them or their property occasioned by the failure of the Licensor to keep the Property maintained and in repair.

Except as approved by the Licensor, Licensee and Users shall not attach, affix, or exhibit or permit to be attached, affixed, or exhibited any articles of permanent or semi-permanent character or any sign, attached or detached, with any writing or printing of symbols thereof, on or about the Property or upon any appurtenances thereto.

(4) ASSUMPTION OF RISK. Licensee and Users shall use the Property at their own risk, and Licensor shall not be liable for any damage to person or property resulting, directly or indirectly, from Licensee's and Users' use of the Property.

(5) INSURANCE AND INDEMNIFICATION. Licensee shall indemnify and save harmless Licensor and its officials, officers, employees, staff, contractors, agents, representatives, consultants, successors, and assigns (collectively, the "Indemnitees"), from and against any and all losses, damages, claims, actions, liabilities, costs, and expenses including, without limitation, attorneys' fees and expenses that the Indemnitees may suffer, incur, or sustain arising out of or relating to this License or the activities of Licensee or the Users of the Property, or any invitees thereof, under this License, or any acts or omissions of Licensee or its contractors, subcontractors, agents, employees, tenants, invitees, or representatives hereunder, or with respect to or arising out of any use of the Property or the rights herein granted, or the performance or non-performance of Licensee's obligations hereunder.

No later than ten (10) days prior to the Event, the Licensee shall furnish or cause its contractors to furnish, to the Licensor a certificate of insurance evidencing commercial general liability insurance with minimum limits of One Million Dollars ($1,000,000.00) combined single limit per occurrence and Three Million Dollars ($3,000,000.00) general aggregate limits and otherwise reasonably satisfactory to the Licensor. The insurance policy shall be expressly endorsed to include the Licensor as additional insured. Such insurance shall be maintained during the License Term.

(6) HAZARDOUS WASTE, SUBSTANCES, MATERIALS; EXPLOSIVES. Licensee shall not store, house, possess, or permit any hazardous waste, hazardous substances, hazardous materials, or explosives upon the Property or any part thereof.

(7) ZONING. Nothing contained herein shall be construed as the Licensor's approval or granting of any zoning or license requirements, application, or petition.

(8) REVOCATION. This License and any rights granted herein may be revoked by the Licensor at any time.

(9) AUTHORITY. Each party warrants to the others that it is authorized to execute, deliver and perform this License. Each party warrants to the others that execution, delivery, and performance of this License do not constitute a breach or violation of any agreement, undertaking, law, or ordinance by which that party is bound. Each individual signing this License on behalf of a party warrants to the others that such individual is authorized to execute this License in the name of the party on whose behalf he or she executes it.

[SIGNATURES ON FOLLOWING PAGE]

LICENSOR

City of Elmhurst, an Illinois municipal corporation

By: _____
Peter P. DiCianni, III, Mayor

Attest: _____
Patty Spencer, City Clerk

LICENSEE

Al's Hobby Shop, Inc., an Illinois corporation

By:_____

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

Before me, the undersigned, a Notary Public in and for said county and state, on this _____day of July 2011, personally appeared Peter P. DiCianni, III and Patty Spencer, to me known to be the Mayor and Clerk, respectively, of the City of Elmhurst, an Illinois municipal corporation, who executed the foregoing Non-Exclusive License Agreement and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act of the City of Elmhurst, for the uses and purposes therein set forth.

_____
Notary Public

My Commission Expires:_____

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

On this ____ day of July 2011, before me, a Notary Public in and for said State, personally appeared _____, to me personally known, who being by me duly sworn did say that he executed the said instrument as his voluntary act and deed for the purposes set forth herein.

_____
Notary Public

My Commission Expires:_____