BUSINESS TO BE BROUGHT BEFORE
THE ELMHURST CITY COUNCIL
COUNCIL CHAMBERS, 2nd FLOOR,
209 NORTH YORK STREET
ELMHURST, ILLINOIS 60126

AGENDA
REGULAR MEETING
MONDAY, DECEMBER 3, 2012
7:30 P.M.

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1. **Call to Order / Pledge of Allegiance/ Roll Call**
2. **Receipt of Written Communications and Petitions from the Public**
3. **Public Forum**
4. **Announcements**
5. **Consent Agenda**

   a. Minutes of the Regular Meeting Held on Monday, November 19, 2012 (City Clerk Spencer): Approve as published
   b. Minutes of the Executive Session Meeting Held on Monday, November 19, 2012 (City Clerk Spencer): Receive and place on file
   c. Accounts Payable – November 30, 2012 Total $ 1,199,127.33
   d. Proclamation – National Drunk and Drug Driving Prevention Month
   e. Report – St. Charles Road LAFO Improvements Design Engineering Services Proposal (PW&B)
   f. Report – Bid, Four (4) Chevrolet (9C1) Caprice Police Interceptors (PA&S)
   g. Report – Paperless Agenda System Hardware (F,CA&AS)
   h. Report – Real Estate Consultant Services (F,CA&AS)
   i. Report – Consultant Agreement for Administrative Services (F,CA&AS)
   j. Report – Retirement Fund Service Credit for Out-of-State Service (F,CA&AS)
   k. Report – Case Number 12 ZBA-04 /Nitti Re-Subdivision and Variation – 349 and 343 W. Montrose Avenue (DP&Z)
   l. O-65-2012 – An Ordinance Authorizing the Sale by Auction of Personal Property Owned By the City of Elmhurst
   m. O-67-2012 – An Ordinance Authorizing the Purchase of One Replacement Vehicle for the City of Elmhurst Public Works Department and Authorizing the Disposal of One Ford F350 Dump Truck
   n. O-68-2012 – An Ordinance Authorizing the Purchase of Two Replacement Vehicles for the City of Elmhurst Public Works Department and Authorizing the Disposal of One 1999 Ford Windstar Minivan and one 2000 Ford Windstar Minivan
   o. O-69-2012 – An Ordinance Approving and Authorizing the Execution of a Non-Exclusive License Agreement By and Between Elmhurst Masters Competition Cycling, Inc. and the City of Elmhurst, DuPage and Cook Counties, Illinois
   p. O-70-2012 – An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2012, and Ending April 30, 2013, in and for Special Service Area Number Five of the City of Elmhurst
   q. O-71-2012 – An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2012, and Ending April 30, 2013, in and for Special Service Area Number Six of the City of Elmhurst
   r. O-72-2012 – An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2012, and Ending April 30, 2013, in and for Special Service Area Number Seven of the City of Elmhurst
   s. O-73-2012 – An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2012, and Ending April 30, 2013, in and for Special Service Area Number Ten of the City of Elmhurst
   t. O-74-2012 – An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2012, and Ending April 30, 2013, in and for Special Service Area Number Eleven of the City of Elmhurst
   u. O-75-2012 – An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2012, and Ending April 30, 2013, in and for Special Service Area Number Thirteen of the City of Elmhurst
   v. O-76-2012 – An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2012, and Ending April 30, 2013, in and for Special Service Area Number Fourteen of the City of Elmhurst
   w. O-77-2012 – An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2012, and Ending April 30, 2013, in and for Special Service Area Number Fifteen of the City of Elmhurst
   x. O-78-2012 – An Ordinance Abating the Tax Levy for the Year 2012 for the Payment of Principal and Interest Accruing Upon an Issue of $10,000,000 General Obligation Refunding Bonds of the City of Elmhurst Dated October 15, 2003
   y. O-79-2012 – An Ordinance Abating the Tax Levy for the Year 2012 for the Payment of Principal and Interest Accruing Upon an Issue of $9,990,000 General Obligation Refunding Bonds of the City of Elmhurst Dated December 1, 2004
   z. O-80-2012 – An Ordinance Abating the Tax Levy for the Year 2012 for the Payment of Principal and Interest Accruing Upon an Issuance of $9,065,000 General Obligation Refunding Bonds of the City of Elmhurst Dated December 1, 2005

aa. O-81-2012 – An Ordinance Abating the Tax Levy for the Year 2012 for the Payment of Principal and Interest Accruing Upon an Issue of $9,500,000 General Obligation Corporate Purpose Bonds of the City of Elmhurst Dated March 1, 2006

bb. O-82-2012 – An Ordinance Abating the Tax Levy for the Year 2012 for the Payment of Principal and Interest Accruing Upon an Issue of $8,170,000 General Obligation Corporate Purpose Bonds of the City of Elmhurst Dated October 1, 2008

cc. O-83-2012 – An Ordinance Abating the Tax Levy for the Year 2012 for the Payment of Principal and Interest Accruing Upon an Issue of $10,000,000 General Obligation Corporate Purpose Bonds of the City of Elmhurst Dated March 15, 2009

dd. O-84-2012 – An Ordinance Abating the Tax Levy for the Year 2012 for the Payment of Principal and Interest Accruing Upon an Issue of $3,700,000 General Obligation Refunding Bonds of the City of Elmhurst Dated September 2, 2009

ee. O-85-2012 – An Ordinance Abating the Tax Levy for the Year 2012 for the Payment of Principal and Interest Accruing Upon an Issue of $10,000,000 General Obligation Corporate Purpose Bonds of the City of Elmhurst Dated August 1, 2012

ff. O-86-2012 – An Ordinance Approving the Twenty-Sixth Amendment to Real Estate Purchase Contract for the Purchase of the Real Property Commonly Known as 260 North York Street, Elmhurst, Illinois ("Pauli")

gg. O-87-2012 – An Ordinance Waiving Bid and Accepting the Proposal of Bradford Systems Corporation for the Purchase and Installation of Replacement Storage Lockers for the City of Elmhurst's Police Department and Authorizing the Execution of an Agreement By and Between Bradford Systems Corporation and the City of Elmhurst

hh. MCO-27-2012 – An Ordinance Amending Section 36.11, Entitled "Limitation on Number of Licenses," of Chapter 36, Entitled "Liquor," of the Municipal Code of Ordinances of the City of Elmhurst, Illinois

ii. R-72-2012 – A Resolution for Sewerage Treatment From Illinois American Water Company

jj. R-73-2012 – A Resolution Approving and Authorizing a Construction Engineering Services Agreement By and Between Transystems Corporation and the City of Elmhurst, Illinois

kk. R-74-2012 – A Resolution Authorizing the Issuance of a Notice of Award for the Replacement of the Vertical Wheelchair Platform Lift at the Elmhurst Historical Museum

ll. R-75-2012 – A Resolution Approving and Authorizing the Execution of an Administrative Services Agreement By and Between Flexible Benefit Service Corporation and the City of Elmhurst, Illinois

mm. R-76-2012 – A Resolution Approving and Authorizing a Local Agency Agreement for Federal Participation By and Between the Illinois Department of Transportation and the City of Elmhurst, Illinois

6. Reports and Recommendations of Appointed and Elected Officials

a. Updates

7. Ordinances

a. O-64-2012 – An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2012 and Ending April 30, 2013 of the City of Elmhurst, DuPage and Cook Counties, Illinois

b. O-66-2012 – An Ordinance Vacating a Portion of the Walnut Street Right-of-Way

8. Other Business

a. Selection of Interim Mayor

9. 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, NOVEMBER 19, 2012
209 NORTH YORK STREET
ELMHURST, ILLINOIS

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MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF ELMHURST, ILLINOIS
HELD ON MONDAY, NOVEMBER 19, 2012
209 NORTH YORK STREET
ELMHURST, ILLINOIS

EXECUTIVE SESSION 6:30 P.M. – APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF AN EMPLOYEE, SELECTION OF A PERSON TO FILL A PUBLIC OFFICE, DISPOSITION/ACQUISITION OF REAL PROPERTY, AND PENDING/THREATENED LITIGATION

1. Executive session was called to order at 6:36 p.m. by Mayor DiCianni for the purpose of discussing Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of an Employee, Selection of a Person to Fill a Public Office, Disposition/Acquisition of Real Property, and Pending/Threatened Litigation.

Present: Paula Pezza, Diane Gutenkauf, Norm Leader, Bob Dunn, Michael J. Bram, Dannee Polomsky, Kevin L. York, Stephen Hipskind, Chris Healy, Scott Levin, Jim Kennedy (via electronic means), Patrick Wagner, Mark A. Mulliner

Absent: Steve Morley

Also in attendance: City Attorney Storino, City Manager Grabowski, Assistant City Manager Kopp

Alderman Gutenkauf moved to convene into executive session for the purpose of discussing Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of an Employee, Selection of a Person to Fill a Public Office, Disposition/Acquisition of Real Property, and Pending/Threatened Litigation. Alderman HIpskind seconded.

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

Nays: None

13 ayes, 0 nays, 1 absent
Motion duly carried

Alderman York moved to adjourn executive session. Alderman Wagner seconded. Voice vote. Motion carried. Executive session adjourned at 6:59 p.m.

CALL TO ORDER/ PLEDGE OF ALLEGIANCE/ROLL CALL Attendance: 114

2. The Regular Meeting of the Elmhurst City Council was called to order by Mayor DiCianni at 7:34 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 (via electronic means), Patrick Wagner, Mark A. Mulliner

Absent: Steve Morley

Also in Attendance: City Attorney Storino, City Manager Grabowski, Assistant City Manager Kopp, Director of Finance & Administration Gaston, Fire Chief Bacidore, Director of Public Works Hughes, Police Chief Ruth, Deputy Police Chief Kveton

SWEARING-IN OF DEPUTY FIRE CHIEF BILL ANASZEWICZ

3. Mayor DiCianni asked Bill Anaszewicz and his wife to join him at the podium for the Oath of Office.

Mayor DiCianni swore-in Bill Anaszewicz as Deputy Fire Chief for the Elmhurst Fire Department. The Mayor and Council congratulated Deputy Chief Anaszewicz.

RECOGNITIONS

4. a. YORK HIGH SCHOOL STATE CHAMPIONSHIP MEN'S CROSS COUNTRY TEAM

Mayor DiCianni welcomed Coach Joe Newton and the 2012 State Champion Men's Cross Country Team from York High School. He stated this is Coach Newton's 60th year coaching for the Dukes. The Mayor reviewed Coach Newton's impressive career including coaching 28 State Championship teams and the 1988 Olympic Team in Soul, Korea.

Coach Newton stated this is the 28th State Championship for YHS Men's Cross Country Team, making them the winningest team ever. He introduced each of the runners and team managers while reviewing the season.

Mayor DiCianni congratulated Coach Newton and the young men for a wonderful season, stating they make him proud to be Mayor. The City Council congratulated the team.

b. ELMHURST POLICE OFFICERS

Mayor DiCianni stated recently several Elmhurst Police Officers were involved in a life-saving effort involving a juvenile. He stated the actions of the Officers involved saved this child's life and he is proud to have them on the Elmhurst Police Department force. He recognized the following and presented them with a Mayoral Recognition for Service Above and Beyond the Call of Duty: Officers Jorgensen, Wright, Berry, Panico, Visconti and Sergeants Weatherford and Kolpak.

PRESENTATION – ENERGY IMPACT ILLINOIS

5. Mayor DiCianni introduced Mr. Matt Elmore, Field Organizer for Energy Impact Illinois.

Mr. Elmore thanked the City Council, in particular Alderman Gutenkauf for inviting him to speak. Mr. Elmore gave a short presentation on increasing energy efficiency. He reviewed programs geared towards spurring energy efficiency upgrades and creating a long-term energy efficiency market in the region.

RECEIPT OF WRITTEN COMMUNICATIONS AND PETITIONS FROM THE PUBLIC

6. Pasquale Moreci, President
Scott Ahlgrim, Vice-President
Spring Road Business Association
528 Spring Rd.
Elmhurst, IL 60126

Submitted a letter regarding the proposed Irish Spring 5K Race to be held prior to the Elmhurst St. Patrick's Day Parade in 2013 and the concerns of the Spring Road Business Association (SRBA) regarding the information provided to Council when discussing this event request. The SRBA requests that in the future if an endorsement or recommendation is requested from their organization that it is requested in writing.

PUBLIC FORUM

7. Scott Ahlgrim
567 S. Spring Rd.
Elmhurst, IL 60126

Spoke regarding the Irish Spring 5K race stating there isn't any truth to the statement that the Spring Road business Association is supporting the event, even though the City and the Council acted with integrity and trust.

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

Spoke regarding tax increases. He commented on his disappointment of not hiring from within the Police Department for the new Chief and also commented on the "no bid" contract that was approved at the last meeting.

Mariann Mapes
124 N. York St.
Elmhurst, IL 60126

Spoke regarding the Irish Spring 5K race stating the Elmhurst YMCA and Special Kids Day will be beneficiaries of the race.

Terry Pastika
182 N. York St.
Elmhurst, IL 60126

Thanked the Public works & Buildings Committee for applying the policy of 50% of the EAV property for the Walnut Street Vacation. Stated tonight's Executive Session discussion on appointing a Mayor should be made public and discussed at an open meeting, not in executive session.

Tamara McHugh
611 S. Linden Ave.
Elmhurst, IL 60126

Spoke in favor of the Illinois Energy Impact program. She has implemented the program in her household and stated there is a cost savings. She encouraged residents to apply the program in their homes.

Todd Benson
391 River Glen
Elmhurst, IL 60126

He announced his appointment as an ethics commissioner for DuPage County. He spoke of the Graue Woods Homeowners Association and thanked Aldermen Leader and Dunn for helping with the rash of burglaries that have occurred. He announced a meeting with Police Chief Ruth will be held on December 6, 2012 to discuss neighborhood issues.

ANNOUNCEMENTS

8. Alderman Polomsky announced that the City will be collecting used holiday lights again this year from December 1, 2012 through February, 2013.

Mayor DiCianni announced that Emma Fischer took second at State. She is a York High School student who will accompany the champion team to Springfield on December 5, 2012.

Alderman Pezza reminded residents that November 24, 2012 is "Small Business Saturday" and encouraged everyone to shop in Elmhurst this holiday season.

Alderman Dunn announced that the "Chicago Tribune" rated best places to work and that Elmhurst Public Library was listed in the Top 10.

CONSENT AGENDA

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

a. MINUTES OF THE REGULAR MEETING HELD ON MONDAY, NOVEMBER 5, 2012 (City Clerk Spencer): Approve as published

b. ACCOUNTS PAYABLE – NOVEMBER 19, 2012 TOTAL $ 1,432,221.00

c. REAPPOINTMENT TO THE ZONING AND PLANNING COMMISSION – MCCOYD (Mayor DiCianni): Concur with the Mayor's recommendation

November 1, 2012

To: Members of the City Council
Re: Reappointment to the Zoning and Planning Commission – Susan McCoyd

With your advice and consent I will reappoint Ms. Susan McCoyd to the Zoning and Planning Commission. Ms. McCoyd's term will expire on February 20, 2016.

Respectfully submitted,
/s/ Peter P. DiCianni, III
Mayor

d. APPOINTMENT TO BOARD OF TRUSTEES OF THE ELMHURST PUBLIC LIBRARY COMMISSION – GROTE JACOBSON (Mayor DiCianni): Concur with the Mayor's recommendation

November 1, 2012

To: Members of the City Council
Re: Appointment to Board of Trustees of the Elmhurst Public Library – Carol Ann Grote Jacobson

With your advice and consent, I will appoint Ms. Carol Ann Grote Jacobson to the Board of Trustees of the Elmhurst Public Library to complete the term vacated by John Morrissey. Her resume is attached for your consideration and her term will expire on July 1, 2016.

Respectfully submitted,
/s/ Peter P. DiCianni, III
Mayor

e. BID RESULTS, ONE (1) REPLACEMENT DUAL AUGER DUMP BODY (City Clerk Spencer): Refer to the Public Works & Buildings Committee

November 14, 2012

TO: Mayor DiCianni and Members of the City Council
RE: Bid Results, One (1) Replacement Dual Auger Dump Body

In response to an invitation to bid for One (1) Replacement Dual Auger Dump Body, the City of Elmhurst advertised in the Elmhurst Press on Friday, October 26, 2012. Bids were received from three contractors. The opened bid packages were complete.

Bids were opened at 10:00 a.m. on Tuesday, November 13, 2012 by the City Clerk. The following is a summary of the bid received:

Contractor	Total Bid Amount
Lindco Equipment Inc. Merriville, IN	$ 32,430.00
Monroe Truck & Equipment Joliet, IL	$ 35,665.00
Auto Truck * Bartlett, IL	$ Not Read

* Bid was received after 10:00 a.m. and not opened

Respectfully submitted,
/s/ Patty Spencer
City Clerk

f. BID RESULTS, ONE (1) FORKLIFT (City Clerk Spencer): Refer to the Public Works & Buildings Committee

November 14, 2012

TO: Mayor DiCianni and Members of the City Council
RE: Bid Results, One (1) Forklift

In response to an invitation to bid for One (1) Forklift, the City of Elmhurst advertised in the Elmhurst Press on Friday, October 26, 2012. Bids were received from four contractors. The bid packages from two of the contractors were incomplete.

Bids were opened at 10:00 a.m. on Tuesday, November 13, 2012 by the City Clerk. The following is a summary of the bid received:

Contractor	Total Bid Amount
National Lift Truck Franklin Park, IL	$ 21,350.00
Alta Equipment Co. * Itasca, IL	$ 21,403.27
Atlas Toyota Schiller Park, IL	$ 23,911.00
Equipment Depot * Elgin, IL	$ 29,151.00

* Trade in cost was missing from bid sheet and was faxed after the opening for clarification. This bid was rejected.

Respectfully submitted,
/s/ Patty Spencer
City Clerk

g. REPORT – ONE (1) FORD F450 4X4 DUMP TRUCK WITH SNOW PLOW AND TAILGATE SALT SPREADER The following report of the Public Works & Buildings Committee was presented for passage:

November 13, 2012

TO: Mayor DiCianni and Members of the City Council
RE: One (1) Ford F450 4X4 Dump Truck with Snow Plow and Tailgate Salt Spreader

The Public Works and Buildings Committee met on Tuesday, November 13, 2012 to discuss the purchase of one (1) Ford F450 4X4 with Snow Plow and Tailgate Salt Spreader. This vehicle replaces Streets Division's PW-77. The existing vehicle is 12 years old, has over 52,000 miles, and has extensive rust on the dump body. The cost to replace the existing rusted dump body and tailgate spreader is $17,292. The truck can no longer meet the needs of the Public Works Streets Division. This vehicle is used for the construction projects within the Public Right-of-Way and Snow and Salt operations.

The City of Elmhurst participates in the Suburban Purchasing Cooperative, a cooperative of 135 municipalities in the six county areas of Northern Illinois. The Governing Board of Suburban Purchasing Cooperative provides a Joint Purchasing Program for Local Government Agencies and has awarded a competitively bid, joint purchase contract to Currie Motors of Frankfort, IL 60423 for the supply of Ford F450 XL Chassis Cab Trucks. The total cost for the Ford F450 4X4 Dump Truck with Snow Plow and Tailgate Salt Spreader less trade-in is $64,377.00.

Funds for this purchase have been provided in the FY 2012/2013 Budget in the following account:

Vehicle (Division)	**Low Bid Amount with Trade Amount**	**Account Number**	**Budget**
PW-77 (Streets Div.)	$64,377.00	110-6041-432-8006	$73,000.00

PW-77 will be used in the Public Works Streets Division. Funds have been provided in the FY 2012/2013 budget under the following account number: $73,000.00 in 110-6041-432-8006. The total purchase price for the 2013 Ford F450 4X4 with Snow Plow and Tailgate Salt Spreader is $64,377.00. The price reflects a trade-in allowance for old PW-77 of $5,500.00. Delivery is 12 weeks after receipt of order.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the bid submitted by Currie Motors of Forest Park, IL, in the amount of $64,377.00 for PW-77 for the supply of the 2013 Ford F450 4X4 with Snow Plow an Tailgate Salt Spreader be accepted and that the City Attorney prepare the appropriate resolution.

Respectfully submitted,
Public Works and Building Committee
/s/ Jim Kennedy
Chairman
/s/ Bob Dunn
Vice-Chairman
/us/ Chris Healy
/s/ Diane Gutenkauf

h. REPORT – ELMHURST HISTORICAL MUSEUM VERTICAL WHEELCHAIR PLATFORM LIFT REPLACEMENT The following report of the Public Works & Buildings Committee was presented for passage:

November 13, 2012

To: Mayor DiCianni and Members of the City Council
Re: Elmhurst Historical Museum Vertical Wheelchair Platform Lift Replacement

The Public Works and Buildings Committee met on Tuesday, November 13, 2012, to discuss bids that were received for the replacement of the Vertical Wheelchair Platform Lift at the Elmhurst Historical Museum, 120 Park Ave., Elmhurst. The bids received are summarized as follows:

Bidder	Cost	Notes
Home Mobility Solutions, Downers Grove, IL	$19,498.00	bid withdrawn
Garaventa Lifts, Antioch, IL	$19,565.00	lowest acceptable bid
DME Access LLC, Montgomery, IL	$22,300.00	
Extended Home Living Svc., Arlington Hts., IL	$24,381.50	

The work, which involves removing and replacing the existing exterior wheelchair lift, is necessary to comply with the ADA requirements for wheelchair access to the building.

Garaventa Lifts, Antioch, IL, Illinois, submitted the lowest responsible, responsive bid, at $19,565.00. (The bid from Home Mobility Solutions did not quote the correct lift model.)

Monies have been provided for the replacement of the lift by a State of Illinois Grant. There is $23,639.30 remaining in the grant and budgeted in Account Number 110-7060-451-8023 in the General Fund for this use. The State Deptartment of Natural Resources has reviewed and approved the lift model bid for compliance with the grant.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the bid from Garaventa Lifts, Antioch, IL, for the replacement of the Vertical Wheelchair Platform Lift at the Elmhurst Historical Museum, 120 Park Ave., Elmhurst, in the amount of $19,565.00, be accepted, and that the City Attorney prepare the appropriate resolution.

Respectfully submitted,
Public Works and Building Committee
/s/ Jim Kennedy
Chairman
/s/ Bob Dunn
Vice-Chairman
/us/ Chris Healy
/s/ Diane Gutenkauf

i. REPORT – TWO (2) DODGE GRAND CARAVANS The following report of the Public Works & Buildings Committee was presented for passage:

November 13, 2012

TO: Mayor DiCianni and Members of the City Council
RE: Two (2) Dodge Grand Caravans

The Public Works and Buildings Committee met on Tuesday, November 13, 2012, to discuss the purchase of Two (2) Dodge Grand Caravans. These vehicles replace Engineering Division vehicles E18 and E21. The existing vehicles have exceeded their projected life-cycle and can no longer meet the needs of the Public Works Engineering Division. Existing E18 is a 1999 Ford Windstar Minivan and E21 is a 2000 Ford Windstar Minivan. These vehicles have been recalled by Ford multiple times for repairs to the rear axle tube and trailing arms and the front suspension. The rusting that has occurred at the uni-body attaching points is so severe that additional repairs cannot be made. These vehicles are used for the inspection of construction projects by the engineering division.

Invitations to Bid were sent out to four (4) area dealers for two (2) Grand Caravans. A legal ad appeared in the newspaper and a public bid opening was held on October 2, 2012. The results are listed below:

Dealer	Total Price E18	Total Price E21	Grand Total
Larry Roesch Dodge, Elmhurst, IL	$18,478.00	$18,278.00	$36,756.00
DuPage Dodge Chrysler Jeep, Wheaton, IL		Declined to Bid	
Hawk Chrysler Dodge Jeep, Forest Park, IL		Declined to Bid	
Zeigler Chrysler Dodge Jeep, Downers, Gr. IL		Declined to Bid	

E18 and E21 will be used in the Public Works Engineering Division. Funds have been provided in the FY2012/2013 budget under the following account number: $54,000.00 in 110-6040-431-8006. The total purchase price for the 2013 Dodge Caravans is $36,756.00. The price reflects a trade-in allowance for old E18 of $2,500.00 and reflects a trade-in allowance for old E21 of $2,700.00. Delivery is 12 weeks after receipt of order.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the bid submitted by Larry Roesch Dodge Chrysler Jeep of Elmhurst, IL, in the amount of $18,478.00 for E18 and $18,278.00 for E21 for the supply of the Dodge Grand Caravans be accepted and that the City Attorney prepare the appropriate resolution.

Respectfully submitted,
Public Works and Building Committee
/s/ Jim Kennedy
Chairman

/s/ Bob Dunn
Vice-Chairman
/us/ Chris Healy
/s/ Diane Gutenkauf

j. REPORT – ILLINOIS ROUTE 56 AT COMMONWEALTH LANE INTERSECTION IMPROVEMENTS, LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION The following report of the Public Works & Buildings Committee was presented for passage:

November 13, 2012

TO: Mayor DiCianni and Members of the City Council
RE: Illinois Route 56 at Commonwealth Lane Intersection Improvements, Local Agency Agreement for Federal Participation

The Public Works and Building Committee met on Tuesday, November 13, 2012 to discuss the Local Agency Agreement (LAA) for Federal Participation for intersection improvements at Illinois Route 56 (Butterfield Road) at Commonwealth Lane.

The improvements include the addition of a northbound left turn lane on Commonwealth Lane, providing dual left turn lanes onto westbound Butterfield Road. In addition, a southbound left turn lane and shared through/right turn lane on the north approach of Commonwealth Lane will be provided. A new eastbound right turn lane will be constructed along Butterfield Road. Pavement widening will be required to accommodate the additional right turn lane. Traffic signal equipment and pavement markings shall be modified and restriped, respectively, to accommodate the addition of the left and right turn lanes into the operational configuration. Pavement resurfacing on Commonwealth and Butterfield will be performed.

TranSystems assisted the City in the preparation of Federal STP funding application. This project received $798,700 in Federal STP funding for construction through the DuPage Mayors and Managers Conference (DMMC). Following an Illinois Department of Transportation public bidding (January 18, 2013) and bid tabulation, TranSystems will pursue additional grants to further fund construction costs. Roadway construction is anticipated to begin in the Spring of 2013.

TranSystems has proposed to do this work on a cost plus fixed fee basis with a total cost not to exceed $200,464.83. 80% or $160,372.00 will be paid for with Federal Funds and 20% or $40,092.83 will be paid for with City funds. See attached proposal for consultant services and fees. These rates are consistent with fees for professional services on similar projects. TranSystems has completed similar work for the City in the past on various City projects in a satisfactory and professional manner. Monies for this project have been provided in the FY 2012/2013 Budget, Account Number 110-6048-513-80-25 in the amount of $172,700.

It is, therefore, the recommendation of the Public Works and Building Committee that the Local Agency Agreement for Federal Participation of Construction Engineering services for the Illinois Route 56 (Butterfield Road) at Commonwealth Lane Intersection Improvements be accepted, and the City attorney be authorized to prepare a resolution authorizing the Mayor to execute the Local Agency Agreement.

Respectfully submitted,
Public Works and Building Committee
/s/ Jim Kennedy
Chairman
/s/ Bob Dunn
Vice-Chairman
/us/ Chris Healy
/s/ Diane Gutenkauf

k. REPORT –ILLINOIS ROUTE 56 AT COMMONWEALTH LANE INTERSECTION IMPROVEMENTS, CONSTRUCTION ENGINEERING – TRANSYSTEMS PROPOSAL The following report of the Public Works & Buildings Committee was presented for passage:

November 13, 2012

TO: Mayor DiCianni and Members of the City Council
RE: Illinois Route 56 at Commonwealth Lane Intersection Improvements, Construction Engineering - TranSystems Proposal

The Public Works and Building Committee met on Tuesday, November 13, 2012 to discuss a proposal received from TranSystems Corporation for professional construction engineering services for intersection improvements at Illinois Route 56 (Butterfield Road) at Commonwealth Lane.

The improvements include the addition of a northbound left turn lane on Commonwealth Lane, providing dual left turn lanes onto westbound Butterfield Road. In addition, a southbound left turn lane and shared through/right turn lane on the north approach of Commonwealth Lane will be provided. A new eastbound right turn lane will be constructed along Butterfield Road. Pavement widening will be required to accommodate the additional right turn lane. Traffic signal equipment and pavement markings shall be modified and restriped, respectively, to accommodate the addition of the left and right turn lanes into the operational configuration. Pavement resurfacing on Commonwealth and Butterfield will be performed.

TranSystems assisted the City in the preparation of Federal STP funding application. This project received $798,700 in Federal STP funding for construction through the DuPage Mayors and Managers Conference (DMMC). TranSystems has completed Phase I and II engineering services for this project. DMMC does not allow STP dollars to be used for engineering.

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 STP funding requirements. This project will be bid through the Illinois Department of Transportation on January 18, 2013. Roadway construction is anticipated to begin in the Spring of 2013.

TranSystems has proposed to do this work on a cost plus fixed fee basis with a total cost not to exceed $200,464.83. 80% or $160,372.00 will be paid for with Federal Funds and 20% or $40,092.83 will be paid for with City funds. See attached proposal for consultant services and fees. These rates are consistent with fees for professional services on similar projects. TranSystems has completed similar work for the City in the past on various City projects in a satisfactory and professional manner. Monies for this project have been provided in the FY 2012/2013 Budget, Account Number 110-6048-513-80-25 in the amount of $172,700.

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 Illinois Route 56 (Butterfield Road) at Commonwealth Lane Intersection Improvements in the amount not to exceed $200,464.83, be accepted, and the City attorney be authorized to prepare a resolution approving a contract with TranSystems Corporation.

Respectfully submitted,
Public Works and Building Committee
/s/ Jim Kennedy
Chairman
/s/ Bob Dunn
Vice-Chairman
/us/ Chris Healy
/s/ Diane Gutenkauf

I. REPORT – LIQUOR LICENSE CHANGE: TANNIN'S The following report of the Public Affairs & Safety Committee was presented for passage:

November 13, 2012

To: Mayor DiCianni and Members of the City Council
Re: Liquor License Change: Tannin's

The Public Affairs and Safety Committee met on November 13, 2012 to discuss the requested change to the current liquor license held by Tannin's Wine Bar & Boutique, 112 N. York Street. A representative from Tannin's was present to explain their request and answer the Committee's questions.

Tannin's Wine Bar & Boutique currently holds a Class "WBB" liquor license allowing for the consumption of wine and beer on the premises and the retail sale of wine and beer in its original packaging only, for consumption off premises. They are requesting change to a Class "WBBS" liquor license which in addition to the parameters of their current license, allows for the consumption of spirits on premise. All state and local laws and ordinances will be enforced and followed.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Attorney be authorized to prepare the appropriate ordinance to create an additional Class "WBBS" liquor license for Tannin's, located at 112 N York Street and decrease the number of authorized liquor license in the category of "WBB."

Respectfully submitted,
Public Affairs and Safety Committee
/s/ Patrick Wagner
Chairman
/s/ Paula Pezza
Vice-Chairman
/s/ Michael J. Bram

m. REPORT – REPLACEMENT LOCKERS FOR POLICE DEPARTMENT The following report of the Public Affairs & Safety Committee was presented for passage:

November 13, 2012

TO: Mayor DiCianni and the Members of the City Council
RE: Replacement Lockers for Police Department

The Public Affairs and Safety Committee met on Tuesday, November 13, 2012, to discuss the purchase and replacement of all personnel storage lockers in the men's and women's locker rooms of the Elmhurst Police Department. In collaboration with the Equipment Maintenance Division, Employees of the Police Department and the Building Commissioner, a total of four locker manufacturing companies were researched and tested, and one manufacturer was approved for purchase. The manufacturer selected is Bradford Systems of Bensenville, Illinois. It is the goal of the Police Department to remove all of the existing lockers in both the men's and women's locker rooms due to the continuing structural failure and the lengthy and costly repair history of the current locker system. This purchase will accomplish that goal.

Locker Manufacturers Researched:

Bradford Systems Quote: $115,590.00
430 Country Club Drive
Bensenville, IL 60106

DeBourgh "All American Lockers" Quote: $118,649.52
(Distributor: Carroll Seating Company)
2105 Lunt Ave.
La Junta, Colorado 81050

Tiffin Metal Products Company Quote: $127,512.00
(Distributor: DAK Equip. & Eng. Comp.)
450 Wall Street
Tiffin, Ohio 44883

Lyon Workspace Products
420 N. Main Street
Montgomery, Illinois 60538

(Lyon Workspace Products have been eliminated from consideration due to their lockers not meeting specifications, the quality of their product is below standards, they do not offer the options requested and their quote does not include removal and disposal of the old lockers)
Bradford Systems was selected over the other three manufacturers based on the results of many different elements that were evaluated. Bradford was the only manufacturer that presented a locker room design that met the locker count and layout specified. Bradford's professionalism, building and installation knowledge, experience and responsiveness were far superior to the other three manufacturers. The locker solution that Bradford developed for this project met all locker specifications and a locker room layout with the proper height, width and depth to accommodate the required locker count for the number of employees and the size and shape of the locker rooms. Bradford delivered a sample locker, as did the other three manufacturers. All four samples were evaluated by police and building maintenance personnel and they reported that the Bradford locker was the best product for our storage needs and it would be the easiest and most economical for the Public Works Department to maintain. The Bradford locker is well built, operates as designed, has the specified options and shelves requested, has very few maintenance or possible failure points and has a reinforced door with few moving parts and a single locking point. Bradford Systems is a local business located in Bensenville, Illinois. With close proximity to Elmhurst, this will allow for easy response and coordination if any issues do arise in the future. Bradford Systems submitted the lowest quote of those manufacturers that met specifications and also included in their proposal the removal and disposal of the existing lockers from both locker rooms.

The monies to purchase, replace and install all personnel storage lockers in the men's and women's locker rooms of the Elmhurst Police Department will come from the Building Improvements Line Account (#110-5030-421-8023).

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the purchase be awarded to Bradford Systems, at a total cost of $115,590.00 for the replacement of 113 personnel storage lockers in the men's and women's locker rooms of the Elmhurst Police Department, which will include one year of maintenance and a 5-year warranty. This will result in a savings of $44,410.00 savings over the budgeted amount of $160,000.00. This purchase was planned for and charged to budget line #110-5030-421-8023 (Building Improvements).

Respectfully submitted,
Public Affairs and Safety Committee
/s/ Patrick Wagner
Chairman
/s/ Paula Pezza
Vice-Chairman
/s/ Michael J. Bram

n. REPORT – CRITERIUM PRO/AM BIKE RACE The following report of the Public Affairs & Safety Committee was presented for passage:

November 13, 2012

To: Mayor DiCianni and Members of the City Council
Re: Criterium Pro/Am Bike Race

The Public Affairs and Safety Committee met on November 13, 2012 to discuss the request from the Elmhurst Masters Competition Cycling (EMC^2) to hold a 2013 Elmhurst Criterium Bicycle Race on Friday, July 19, 2013.

The proposed race course is a 1.2 mile circuit around Elmhurst College, starting on Prospect, going south to Elm Park Avenue. It will proceed west of Elm Park Avenue to Grace Avenue, turning north to Alexander Blvd. Then, the race heads east on Alexander back to Prospect Avenue and south on Prospect to the start/finish line. The race would begin at 10:50 a.m. and conclude at 8 p.m.

EMC^2 is requesting street closures from 8 a.m. to 9 p.m. for set and break down of race and barricades for nine (9) intersections. All detour, road closure plans and operations parameters will be finalized only after consultation and discussion with the approval of the Elmhurst Police, Fire and Public Works Departments.

The EMC^2 Committee completed a house by house canvass of affected residents and the feedback was overwhelmingly positive. EMC^2 stated all considerations will be made to residents to facilitate minimum disruptions during race day.

Proof of insurance will be provided and approved by the city attorney prior to the event.

It is, therefore, the recommendation of the Public Affairs and Safety Committee to approve the EMC^2 2013 Elmhurst Criterium Bicycle Race on July 19, 2013.

Respectfully submitted,
Public Affairs and Safety Committee
/s/ Patrick Wagner
Chairman
/s/ Paula Pezza
Vice-Chairman
/s/ Michael J. Bram

o. REPORT – SEWERAGE TREATMENT RATE FOR ILLINOIS AMERICAN WATER COMPANY The following report of the Finance, Council Affairs & Administrative Services Committee was presented for passage:

November 14, 2012

To: Mayor DiCianni and Members of the City Council
Re: Sewerage Treatment Rate for Illinois American Water Company

On November 17, 1975, the City of Elmhurst entered into an agreement with Illinois American Water Company, formerly Citizen's Utility Company of Illinois, for the treatment of sewerage delivered by said company to the North Elmhurst Pumping Station at a rate to be established by resolution. The agreement also requires periodic review of the sewerage treatment rate charged Illinois American Water Company.

The Finance, Council Affairs and Administrative Services Committee met November 13, 2012 to review the current rate and have determined by cost analysis that a rate of $2.707 per thousand gallons for treatment of sanitary sewerage from the Illinois American Water Company system is an adequate and equitable charge.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council approve the new rate of $2.707 per thousand gallons of sewerage delivered by Illinois American Water Company, and authorize the City Attorney to prepare the appropriate resolution.

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

p. MCO-25-2012 – AN ORDINANCE AMENDING ARTICLE XI, ENTITLED "FOOD ESTABLISHMENTS," OF CHAPTER 31, ENTITLED "BUSINESS LICENSING, REGULATION AND REGISTRATION," OF THE MUNICIPAL CODE OF ORDINANCES OF THE CITY OF ELMHURST, ILLINOIS

Ordinance MCO-25-2012 was presented for passage.

q. MCO-26-2012 – AN ORDINANCE TO AMEND SECTION 41.04 ENTITLED "SCHEDULE OF FEES" OF CHAPTER 41 ENTITLED "MOTOR VEHICLE LICENSES" OF THE MUNICIPAL CODE OF THE CITY OF ELMHURST, ILLINOIS

Ordinance MCO-26-2012 was presented for passage.

r. R-71-2012 – A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BY AND BETWEEN EMERALD DATA SOLUTIONS, INC. AND THE CITY OF ELMHURST

Resolution R-71-2012 was presented for passage.

Alderman Levin moved to approve the contents of the Consent Agenda. Alderman York seconded.

Roll call vote:

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

Nays: None

Results: 13 ayes, 0 nays, 1 absent
Motion duly carried

COMMITTEE REPORTS

10. a. REPORT – WALNUT VACATION The following report of the Public Works & Buildings Committee was presented for passage:

November 13, 2012

TO: Mayor DiCianni and Members of the City Council
RE: Walnut Street Vacation

The Public Works and Buildings Committee met on November 13, 2012 to discuss a request from Superior Ambulance Company and John Sakash Company for vacation of the Walnut Street Right-of- Way, North of Fullerton Avenue. David Hill from Superior Ambulance and Bill Sakash from John Sakash Company were present to answer the Committee's questions.

Until the recent past, the property located at 722 and 730 N. Walnut St. was the location of the Superior Ambulance Company Maintenance Facility. Superior Ambulance outgrew the facility and moved to a larger facility at 333 W. Lake Street. Superior Ambulance also owns the parcel located at 323 W. Fullerton Avenue. Directly south of the Walnut Street parcels is the John Sakash Company. John Sakash Company was one of the successful TIF II projects. John Sakash Company currently owns and operates out of a 82,000 sq ft building.

Due to business growth, John Sakash Company needs to expand their physical plant. Currently the property John Sakash Company is located on will not allow them to expand their building size; therefore, they are interested in purchasing the old Superior Ambulance Maintenance Facility, along with the property located at 323 W. Fullerton Avenue to meet their present expansion needs as well as their future needs.

To allow John Sakash Company to meet their long term goals and remain a successful sales tax producing business in Elmhurst, there has been a request by Superior Ambulance and John Sakash Company to vacate Walnut Street north of Fullerton to allow for a consolidation of the three mentioned parcels and the Walnut Street Right-of-Way. Currently the right-of-way is an unimproved parcel approximately 66' x 235' (14,889 sq ft) that has a City sanitary sewer and City water main running through it. The City would require 10' easements for both the sanitary sewer and the water main to allow for City access for repair and maintenance. Upon consolidation of the parcels the sanitary sewer would no longer require an easement and would become a private sewer lateral.

Also at that time the City would require the property owner to install a manhole on the sewer on the City property adjacent to the private property. The water main easement would remain because it is part of a loop back to Church Street. If in the future the property owner would require relocation of the main to allow for a building to be placed in the area, it would be the responsibility of the owner to relocate. It was also noted that an easement would still be required over the area the water main would be relocated to.

Estimates from City staff to relocate the water main to the most easterly area of 323 W. Fullerton Avenue are $140,000. The initial request of the applicants was to vacate this Right-of-Way at no cost to the applicant, except legal fees to execute the vacation.

To begin discussion, City staff prepared an estimated EAV of the parcel using the policy set by the City Council on February 23, 2009, which states the beginning value shall be determined as 50% of the estimated EAV (land only). Staff determined the value by taking the average EAV of the adjacent properties ($1.30 sq ft) multiplied by the square footage of the parcel in question (14,889 sq ft) divided by 2, which produced a value of $9,677.85.

The Policy also states that 50% of the EAV is a starting point for discussion and the Committee is to then evaluate factors that influence the amount charged for the land, whether positively or negatively. Discussion ensued as to the hindrance of the utility easements and the significant cost to relocate the utilities as well as the requirement of an additional manhole for the sanitary sewer.

The Committee also discussed the benefit of allowing John Sakash Company to expand their business as well as remain at their current Elmhurst location.

After further discussion and in an attempt to bring resolution to the land value, David Hill made an offer to the Committee of $5,129.39 plus all related legal costs based on the following criteria:

- The watermain easement will hinder approximately 16% of the parcel or $1,548.46;
- The cost of adding a sanitary sewer manhole is approx. $2,000;
- And the expected legal fees are approximately $1,000;
- $9,677.84 - $4,548.46 = $5,129.39.

After further discussion the Committee agreed that $5,129.39 plus legal fees was a fair value for the vacated right-of-way.

It is therefore the recommendation of the Public Works and Buildings Committee to authorize the City Attorney to prepare the appropriate documents to allow the vacation of Walnut Street, north of Fullerton Avenue to Superior Ambulance for the fee of $5,129.39 plus legal fees.

Respectfully submitted,
Public Works and Building Committee
/s/ Jim Kennedy
Chairman
/s/ Bob Dunn
Vice-Chairman
/us/ Chris Healy
/s/ Diane Gutenkauf

Alderman Dunn moved to approve item **10a. Report – Walnut Vacation**. Alderman Gutenkauf seconded.

Alderman Dunn reviewed item **10a. Report – Walnut Vacation** stating the current vacation policy was used, allowing the vacation of Walnut Street, north of Fullerton Avenue, to Superior Ambulance for the amount of $5,129.39. Alderman Dunn urged the Council to support item **10a. Report – Walnut Vacation**.

Alderman Healy stated he was absent and didn't sign the report, but supports the recommendation.

Aldermen Bram and Pezza stated they could not support item **10a. Report – Walnut Vacation** because of the minimal dollar amount offered for the property.

Roll call vote on item **10a. Report – Walnut Vacation:**

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

Nays: Bram, Pezza

Results: 11 ayes, 2 nays, 1 absent
Motion carried

b. REPORT – 2012 TAX LEVY The following report of the Finance, Council Affairs & Administrative Services Committee was presented for passage:

November 14, 2012

To: Mayor DiCianni and Members of the City Council
Re: 2012 Tax Levy

The Finance, Council Affairs and Administrative Services Committee met several times, most recently November 13, 2012, to review the 2012 tax levy. The proposed City of Elmhurst 2012 tax levy of $9,170,597 is comprised of two parts this year. Please refer to Schedule A attached to this report for details.

The first part (Part I City section) of the City's proposed tax levy in the amount of $8,747,592 reflects a 1% decrease compared to prior year and includes the normal and customary components of police pension, firefighters' pension, other retirement expense (FICA and IMRF), ambulance and fire protection. The Finance Committee considered several factors in its deliberations regarding the 2012 City tax levy, including the following:

- Current economic conditions seem to be slowly beginning to positively impact the City's other major revenue sources such as sales tax, real estate transfer tax, and building permit fees.
- Current economic conditions continue to negatively impact Elmhurst residents.
- Based on Fiscal 2013 Second Quarter financial projections, the General Fund balance is projected to be within the prescribed City Council policy of 25% to 33% of General Fund expenditures at fiscal 2013 year end. The Second Quarter projections include an estimated additional contribution to fund balance of approximately $1.4 million, bringing the year end General Fund balance to approximately $10.8 million.
- The Working Cash Fund (WCF) was depleted by transfers in fiscal years 2009 and 2010 to the General Fund in the aggregate amount of $950,000, and the General Fund is in the third year of a five year plan to restore the WCF balance with annual principal contributions of $190,500.
- The 2012 Citizen Survey results clearly indicate that Elmhurst citizens want the current high level of service to remain intact and, in many cases increase.

The portion of the tax levy allocated to fire protection represents 64.3% of the City's net fire protection budget. The ambulance component of the General Fund portion of the tax levy represents the ambulance services contract that was effective January 2010. The portion of the tax levy allocated to FICA and IMRF represents 80.0% of the City's FICA and IMRF expense budget. The IMRF line item increased significantly due to an incorrect number for IMRF in the 2011 tax levy. The correct number for 2011 was $672,760; therefore, the correct 2012 IMRF increase is 1.1%. The incorrect number did not affect the total 2011 tax levy. The firefighters and police pension contributions are mandated by State statute, and represent 100% of the contributions which are determined by an independent actuary.

The second part (Part II City section) of the City's tax levy is a proposed amount of $423,005 which is specifically attributable to the new growth associated with the opening of the new Elmhurst Memorial Healthcare Center (EMHC) and to the former tax exempt portion of the Elmhurst Center

for Health. Currently, the new facility is taxable because the underlying property was taxable prior to being purchased by EMHC. The former tax exempt portion of the Center for Health became taxable when the underlying property was consolidated with the EMHC property. However, EMHC is appealing its tax status to the Illinois Department of Revenue (IDOR). If IDOR rules that the property is tax exempt, the City (as well as all other taxing bodies) would be directed to pay back all property taxes paid by EMHC for the new facility and the tax exempt portion of Center for Health. Since the City levies a tax dollar amount rather than a tax rate, if the City does not levy specifically for the amount that may need to be refunded to EMHC, the refund would reduce fund balances which would negatively impact all taxpayers. If the IDOR rules that the property is taxable, the funds reserved to provide the refund to EMHC could then be designated for future capital projects or the General Fund balance, either of which may reduce the need for increased levies in the future. Due to the likely possibility that EMHC will be declared tax exempt and 2012 property taxes paid by EMHC will need to be refunded, the Finance Committee recommends: (1) a tax levy in the amount of $423,005 on the new growth Equalized Assessed Valuation (EAV) for the new facility and the former tax exempt portion of Center for Health and (2) when the $423,005 is received by the City, it is placed in a restricted account to either (a) be paid to EMHC, if it is determined to be tax exempt and entitled to a refund, or (b) paid out on further direction of the City Council.

Therefore, the components of the proposed City of Elmhurst City tax levy increase are as follows:

	$ Increase (Decrease)	% Increase (Decrease)
City:		
Fire Protection	$(269,417)	(6.0%)
Ambulance	1,100	.9%
Retirement Expense	87,160	14.7%
Firefighters Pension	(18,631)	(1.5%)
Police Pension	111,428	6.1%
Subtotal City	$ (88,360)	(1.0%)
EMHC Tax Status	$ 224,343	212.9%
Total City	$ 135,983	1.5%

The Elmhurst Public Library 2012 tax levy, approved by its Board, is also comprised of two parts. Part I Library is a levy in the amount of $7,036,000 for general operations, and Part II Library is a levy of $269,500 due to the EMHC tax situation as explained above.

Therefore, the components of the proposed City of Elmhurst Library tax levy increase are as follows:

Library:		
General Operating	$ 104,000	1.5%
EMHC Tax Status	$ 146,764	219.6%
Total Library	$ 250,764	3.6%

Therefore, the total of the proposed City of Elmhurst tax levy increase is as follows:

Total City and Library	$ 386,747	2.4%

The Finance Committee also reviewed the annual debt service obligation for the City's outstanding general obligation bonds, which totals $5,126,209. Although the City Council had traditionally abated the debt service for general obligation bonds, the prior three fiscal years the Council did not abate the debt service of bonds allocated to the General Fund or the Capital Improvement Fund. In light of the recent revenue challenges and the need to rebuild fund balances, the Finance Committee believes that for 2012 it continues to be prudent to not abate the debt service allocated to the General Fund and the Capital Improvement Fund ($2,296,047). The Finance Committee recommends the abatement of all other current debt service obligations ($2,830,162) which are funded by the Redevelopment, Municipal Utility and Parking System funds, and the Elmhurst Public Library. Since abatements can be filed until mid-March, the Finance Committee will review the debt service not abated after analysis of Fiscal 2013 Third Quarter projections, to determine if further abatements are financially viable.

Based on discussions with the York Township Assessor and the Addison Township Assessor, city staff is estimating a decline of 8.4% for the City's total 2012 EAV. The financial impact on the owner of a $315,780 market value home ($344,740 in 2011 based on actual residential 2011 EAV) of the proposed tax levy and debt service not abated is a $3.49 increase (a decrease of $4.85 for the City and an increase of $8.34 for the Library) in the annual tax payment to the City, a .4 % increase compared to the prior year (please see Schedule B).

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council approve the City of Elmhurst 2012 tax levy in the amount of $9,170,597. Furthermore, it is the recommendation of the Finance Committee that the City Council approve the abatement of the current debt service obligation for the City's general obligation bonds that is not allocated to the General Fund or the Capital Improvement Fund, in the amount of $2,830,162.

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

Alderman Hipskind moved to approve item **10b. Report – 2012 Tax Levy.** Alderman York seconded.

Alderman Hipskind asked the Council to support the tax levy report, stating there will be no tax increase.

Alderman Healy moved to decrease in Part I 2.5% or $225,000 and use revenue for the next year, showing less of a surplus for this year and in Part II the levy stay the same.

Alderman Levin, point of clarification, stated Alderman Healy's motion is not appropriate.

Mayor DiCianni stated Alderman Healy's motion failed due to lack of a second.

Discussion continued on the main motion to approve item **10b. Report – 2012 Tax Levy**.

Alderman Bram stated why he supports a 0% tax rate increase.

Alderman Hipskind, point of order, asked why is there debate on the motion before it has been seconded.

Alderman Bram stated he had not yet made a motion.

Alderman Bram moved for a 0% tax rate increase and remain at $8,835,952.00. Alderman Pezza seconded. Roll call vote for a 0% tax rate increase, and remain at $8,835,952.00:

Ayes: Bram, Pezza, Polomsky, Mulliner

Nays: Gutenkauf, Leader, Dunn, York, Hipskind, Healy, Levin, Kennedy, Wagner

Results: 4 ayes, 9 nays, 1 absent
Motion failed

Roll call vote on item **10b. Report – 2012 Tax Levy**:

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

Nays: Pezza

Results: 12 ayes, 1 nay, 1 absent
Motion carried

REPORTS AND RECOMENDATIONS OF APPOINTED AND ELECTED OFFICIALS

11. a. UPDATES (Mayor DiCianni)

Mayor DiCianni stated this is his last Council meeting; he will continue to serve as Mayor until December 3, 2012 at which time he will submit his resignation before he is sworn into his County Board position.

Mayor DiCianni stated the Aldermen will select an Interim Mayor to serve until the April 9, 2013 elections when a new Mayor will be elected.

Mayor DiCianni gave a shout out to the Irish Spring 5K Run organizers for supporting the Elmhurst YMCA and Special Kids Day. He stated his hope for better communication regarding the event.

Alderman York announced the City's Tree Lighting Ceremony will be held on Friday, November 23, 2012 at 5:30 p.m.

Alderman York commented on the scolding the City Council received in Public Forum regarding an executive session topic.

Alderman Dunn commented on the Refuse and Recycling Contract, stating the 35 gallon toter will be removed due to its lack of success in other communities.

Alderman Bram stated that he questioned the removal of the 35 gallon toter. He stated that his residents could contact him to discuss.

Alderman Gutenkauf asked if Alderman Bram was asking for an explanation.

Alderman Levin, point of order, stated that this is not an agenda item for discussion.

OTHER BUSINESS

12. Alderman Healy stated he would like an update on ComEd and an update and target date regarding the TIF IV Intergovernmental Agreement with School District 205.

City Manager Grabowski stated there will be a ComEd update forthcoming, along with a target completion date for School District 205.

RECOGNITION OF OUTGOING COUNCIL MEMBER – MAYOR DICIANNI

13. The Council expressed many thanks to Mayor DiCianni for a job well done. They stated his leadership will be missed.

A rocking chair was presented to the Mayor. He was invited to sit in his chair as his family gathered around him for pictures.

City Manager Grabowski extended well wishes and good luck to the Mayor on behalf of himself and City staff.

ADJOURNMENT

14. Alderman York moved to adjourn the meeting. Alderman Hipskind seconded. Voice vote. Motion carried. Meeting adjourned 10:11 p.m.

_____
Peter P. DiCianni III, Mayor

_____
Patty Spencer, City Clerk

CITY OF ELMHURST

ACCOUNTS PAYABLE SUMMARY SHEET

NOVEMBER 30, 2012

	REGULAR	INTERIM	TOTAL
CHECKS			
GENERAL FUND	$506,753.82	$3,669.48	$510,423.30
LIBRARY FUND	27,584.49	-	27,584.49
MUNICIPAL UTILITY FUND	121,953.52	-	121,953.52
PARKING REVENUE SYSTEM FUND	135,991.02	-	135,991.02
FIRE PENSION FUND	775.00	-	775.00
	793,057.85	3,669.48	796,727.33
WIRE TRANSFERS - Land Acquisition			
REDEVELOPMENT FUND	-	-	-
WIRE TRANSFERS - Debt Svc Pmts			
B & I 2006 REVENUE BONDS	402,400.00	-	402,400.00
	402,400.00	0.00	402,400.00
GRAND TOTAL	$1,195,457.85	$3,669.48	$1,199,127.33

FINANCE REVIEW Marilyn R. Gaston

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 DECEMBER 3, 2012 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.

Copies To All Elected Officials
11/29/12

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
0000009	00	ACE HARDWARE							
286076		002216		01	11/30/2012	110-2008-413.40-73	SURGE OUTLET	11.69	
286077		002217		01	11/30/2012	110-2008-413.40-73	SURGE OUTLET	11.69	
286050		002300		01	11/30/2012	110-4020-422.50-01	HUMIDIFIER/FILTERS	48.56	
286024		001968		01	11/30/2012	110-6044-435.40-98	NUTS/BOLTS/SCREWS	.99	
286018		001969		01	11/30/2012	110-6044-435.40-98	EXTENSION CORD	4.89	
286043		002215		01	11/30/2012	510-6056-502.40-98	SOCKET	4.49	
							VENDOR TOTAL *	82.31	
0010266	00	ACME TRUCK BRAKE & SUPPLY							
1223200107		002213		01	11/30/2012	110-6047-512.50-16	TRK/PARTS PW115	49.70	
							VENDOR TOTAL *	49.70	
0002416	00	ADDISON AUTO INTERIORS							
10654		002103		01	11/30/2012	110-6047-512.50-02	CUSHION REPAIR/PW81	250.00	
10655		002104		01	11/30/2012	110-6047-512.50-02	SEATS REPAIR/PD-11	175.00	
							VENDOR TOTAL *	425.00	
0007472	00	AIRGAS USA, LLC							
9905263668		002013		01	11/30/2012	110-6047-512.40-98	GAS CYLINDER RENTAL	252.61	
							VENDOR TOTAL *	252.61	
0019010	00	AL PIEMONTE FORD SALES, INC							
545220		002014		01	11/30/2012	110-6047-512.50-16	TRK/PARTS PW78	626.84	
545366		002015		01	11/30/2012	110-6047-512.50-16	TRK/PARTS PW78	38.36	
545235		002016		01	11/30/2012	110-6047-512.50-16	STOCK	18.36	
545407		002017		01	11/30/2012	110-6047-512.50-16	RETURNED MERCHANDISE	421.62-	
545757		002212		01	11/30/2012	110-6047-512.50-16	TRK/PARTS PW61	358.79	
							VENDOR TOTAL *	620.73	
0019211	00	ALANIZ LANDSCAPE GRP							
4595		001942		01	11/30/2012	110-6043-434.30-34	LAWN MAINT	7,433.87	
							VENDOR TOTAL *	7,433.87	
0000016	00	ALEXANDER EQPT CO INC							
89332		002253		01	11/30/2012	110-6043-434.50-08	CHAINSAW CHAIN/FILE	104.40	
							VENDOR TOTAL *	104.40	
0000078	00	ALLIED WASTE/REPUBLIC #551							
0551-009781405		001915		01	11/30/2012	110-6045-441.30-65	WASTE DISPOSAL	1,195.92	
							VENDOR TOTAL *	1,195.92	
0006621	00	ALTEC INDUSTRIES, INC							
9988494		002020		01	11/30/2012	110-6047-512.50-16	TRK/PARTS PW7	192.04	
							VENDOR TOTAL *	192.04	
0017596	00	AMBROGI,ELIZABETH U							
26551		002273		01	11/30/2012	110-0000-316.00-00	TRANSFER STAMP REFUND	1,125.00	
							VENDOR TOTAL *	1,125.00	
0020240	00	AMERICAN WELDING & GAS INC							

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
0020240	00	AMERICAN WELDING & GAS INC							
01991472		002018		01	11/30/2012	110-6047-512.40-98	GAS CYLINDER RENTAL	102.90	
							VENDOR TOTAL *	102.90	
0004935	00	ARAMARK UNIFORM SVCS							
701-7847826		001958		01	11/30/2012	110-6041-432.40-62	UNIFORM SUPPLIES	19.99	
701-7864613		002249		01	11/30/2012	110-6041-432.40-62	UNIFORM SUPPLIES	19.99	
701-7864614		002251		01	11/30/2012	110-6041-432.40-62	UNIFORM SUPPLIES	96.37	
701-7847826		001959		01	11/30/2012	510-6052-501.40-62	UNIFORM SUPPLIES	19.99	
701-7864613		002250		01	11/30/2012	510-6052-501.40-62	UNIFORM SUPPLIES	19.99	
701-7864614		002252		01	11/30/2012	510-6052-501.40-62	UNIFORM SUPPLIES	96.37	
							VENDOR TOTAL *	272.70	
0007267	00	ASSOCIATED TECHNICAL SERVICES, LTD							
22924		001927		01	11/30/2012	510-6052-501.30-52	LEAK LOCATION SVCS	917.50	
22928		001928		01	11/30/2012	510-6052-501.30-52	LEAK LOCATION SVCS	3,310.00	
							VENDOR TOTAL *	4,227.50	
0007161	00	ASSOCIATED TIRE & BATTERY CO, INC							
514152		002019		01	11/30/2012	110-6047-512.50-20	TIRES/PD-25	530.96	
							VENDOR TOTAL *	530.96	
0012277	00	AT&T							
63053030075410		002065		01	11/30/2012	110-0086-453.30-75	MONTHLY PHONE	103.10	
63053030075410		002066		01	11/30/2012	110-0094-454.30-75	MONTHLY PHONE	38.67	
63078266949097		001839		01	11/30/2012	110-1001-411.30-75	MONTHLY PHONE	42.51	
63053030075410		002052		01	11/30/2012	110-1001-411.30-75	MONTHLY PHONE	1,804.23	
63053030075410		002053		01	11/30/2012	110-2006-413.30-75	MONTHLY PHONE	592.82	
63053030075410		002054		01	11/30/2012	110-2007-413.30-75	MONTHLY PHONE	283.52	
63053030075410		002055		01	11/30/2012	110-2008-413.30-75	MONTHLY PHONE	1,701.13	
63053030075410		002056		01	11/30/2012	110-3015-414.30-75	MONTHLY PHONE	399.51	
63083200803668		002048		01	11/30/2012	110-4020-422.30-75	MONTHLY PHONE	524.59	
63053030075410		002057		01	11/30/2012	110-4020-422.30-75	MONTHLY PHONE	567.04	
63083200045401		002049		01	11/30/2012	110-4021-425.30-75	MONTHLY PHONE	683.11	
63040705638276		002050		01	11/30/2012	110-4021-425.50-98	MONTHLY PHONE	46.75	
63053030075410		002064		01	11/30/2012	110-4022-423.30-75	MONTHLY PHONE	335.07	
63053030075410		002058		01	11/30/2012	110-4025-424.30-75	MONTHLY PHONE	257.75	
63053050866185		002051		01	11/30/2012	110-5030-421.30-75	MONTHLY PHONE	58.25	
63053030075410		002059		01	11/30/2012	110-5030-421.30-75	MONTHLY PHONE	3,995.08	
63053033512328		002186		01	11/30/2012	110-5030-421.30-75	MONTHLY PHONE	179.95	
63053030075410		002060		01	11/30/2012	110-6040-431.30-75	MONTHLY PHONE	1,714.02	
63053030075410		002063		01	11/30/2012	110-7060-451.30-75	MONTHLY PHONE	386.62	
63053030075410		002061		01	11/30/2012	510-6050-501.30-75	MONTHLY PHONE	244.86	
63053030075410		002062		01	11/30/2012	510-6055-502.30-75	MONTHLY PHONE	463.95	
							VENDOR TOTAL *	14,422.53	
0000045	00	ATLAS BOBCAT INC							
B40264		002214		01	11/30/2012	110-6042-433.50-16	TRK/PARTS PW141	727.96	
							VENDOR TOTAL *	727.96	
0000728	00	BERRY, SUZANNE							

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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
0000728	00	BERRY, SUZANNE							
11/14/2012		002110		01	11/30/2012	110-5030-421.60-05	EXPENSE REIMBURSEMENT	50.07	
11/14/2012		002111		01	11/30/2012	110-5030-421.60-11	EXPENSE REIMBURSEMENT	10.00	
							VENDOR TOTAL *	60.07	
0001899	00	BRISTOL HOSE & FITTING MAIN WAREHSE							
00310391		002021		01	11/30/2012	110-6042-433.50-16	STOCK	340.79	
00310525		002211		01	11/30/2012	110-6047-512.50-16	TRK/PARTS PW88	252.39	
							VENDOR TOTAL *	593.18	
0007057	00	BROADCAST PRODUCTION SERVICES INC							
11/01-11/15/12		001998		01	11/30/2012	110-0086-453.30-52	CATV PROF SVCS	121.25	
							VENDOR TOTAL *	121.25	
0012502	00	BROWNELLS, INC							
08032999.00		002448		01	11/30/2012	110-5030-421.40-98	RANGE SUPPLIES	137.68	
							VENDOR TOTAL *	137.68	
0020131	00	BUMPER TO BUMPER LEE AUTO							
492-63319		002204		01	11/30/2012	110-6047-512.50-16	RETURNED MERCHANDISE	16.20-	
492-66845		002205		01	11/30/2012	110-6047-512.50-16	COOLANT HOSE	30.38	
492-66872		002206		01	11/30/2012	110-6047-512.50-16	PLUG/CAP	7.97	
492-51655		002207		01	11/30/2012	110-6047-512.50-16	TRK/PARTS PW53,PW170	5.58	
492-57717		002208		01	11/30/2012	110-6047-512.50-16	PARTS/SUPPLIES	265.96	
							VENDOR TOTAL *	293.69	
0000084	00	BURGIN, DENNIS							
11/01-11/15/12		002000		01	11/30/2012	110-0086-453.30-52	CATV PROF SVCS	331.25	
							VENDOR TOTAL *	331.25	
0009267	00	C J C AUTO PARTS & TIRES							
918072		001922		01	11/30/2012	110-6047-512.50-16	PARTS/SUPPLIES	215.40	
917317		002007		01	11/30/2012	110-6047-512.50-16	TRK/PARTS PD-5	172.78	
917699		002008		01	11/30/2012	110-6047-512.50-16	TRK/PARTS PW26/STOCK	8.37	
917685		002009		01	11/30/2012	110-6047-512.50-16	TRK/PARTS PW26/STOCK	4.24	
918835		002099		01	11/30/2012	110-6047-512.50-16	TRK/PARTS PD-31	114.36	
918162		002100		01	11/30/2012	110-6047-512.50-16	TRK/PARTS PW81	52.44	
918531		002101		01	11/30/2012	110-6047-512.50-16	TRK/PARTS PW53	36.48	
918700		002102		01	11/30/2012	110-6047-512.50-16	STOCK	19.06	
							VENDOR TOTAL *	623.13	
0018709	00	CALDWELL, PAT - PETTY CASH							
11/13-11/19/12		002380		01	11/30/2012	110-4020-422.40-98	PETTY CASH REIMBURSEMENT	13.00	
11/13-11/19/12		002381		01	11/30/2012	110-4020-422.60-11	PETTY CASH REIMBURSEMENT	30.00	
							VENDOR TOTAL *	43.00	
0008716	00	CASE LOTS INC							
044464		001970		01	11/30/2012	110-4020-422.40-24	SUPPLIES	148.80	
044385		001901		01	11/30/2012	110-6041-432.40-98	SUPPLIES	34.34	

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0008716	00	CASE LOTS INC							
044385		001902		01	11/30/2012	110-6043-434.40-98	SUPPLIES	34.35	
044385		001903		01	11/30/2012	110-6044-435.40-98	SUPPLIES	34.35	
044385		001904		01	11/30/2012	110-6046-418.40-98	SUPPLIES	34.35	
044464		001971		01	11/30/2012	110-6046-418.40-24	SUPPLIES	148.80	
044571		002382		01	11/30/2012	110-6046-418.40-24	SUPPLIES	349.00	
044385		001906		01	11/30/2012	110-6047-512.40-24	SUPPLIES	85.88	
044385		001905		01	11/30/2012	510-6052-501.40-98	SUPPLIES	34.35	
044385		001907		01	11/30/2012	510-6057-502.40-24	SUPPLIES	85.88	
							VENDOR TOTAL *	990.10	
0013254	00	CCP INDUSTRIES INC							
IN00993678		001914		01	11/30/2012	110-5030-421.40-98	SUPPLIES	314.18	
							VENDOR TOTAL *	314.18	
0007069	00	CDW GOVERNMENT INC							
S865047		002121		01	11/30/2012	110-2008-413.40-16	CISCO SMARTNET	452.80	
T288558		002198		01	11/30/2012	110-2008-413.80-03	COMPUTER EQUIP	1,707.91	
							VENDOR TOTAL *	2,160.71	
0012836	00	CERTIFIED FLEET SERVICES, INC							
S14298		002210		01	11/30/2012	110-6047-512.50-16	TRK/PARTS F-7/STOCK	339.14	
							VENDOR TOTAL *	339.14	
0014402	00	CHICAGO PARTS & SOUND LLC							
485593		001908		01	11/30/2012	110-6047-512.50-16	PARTS/SUPPLIES	196.35	
485873		001955		01	11/30/2012	110-6047-512.50-16	PARTS/SUPPLIES	256.02	
486368		002147		01	11/30/2012	110-6047-512.50-16	STOCK	46.46	
486370		002148		01	11/30/2012	110-6047-512.50-16	TRK/PARTS PW28/STOCK	80.09	
486647		002267		01	11/30/2012	110-6047-512.50-16	FILTERS	59.00	
486929		002268		01	11/30/2012	110-6047-512.50-16	PARTS/SUPPLIES	219.92	
487122		002445		01	11/30/2012	110-6047-512.50-16	PARTS/SUPPLIES	318.08	
							VENDOR TOTAL *	1,175.92	
0010619	00	CIVILTECH ENGRG INC							
40383		001856		01	11/30/2012	530-0088-503.80-19	PARKING IMPROVEMENTS	15,318.46	
							VENDOR TOTAL *	15,318.46	
0000630	00	CLASSIC GRAPHIC INDUSTRIES INC							
70887		001947		01	11/30/2012	110-2006-413.40-33	ENVELOPES	532.75	
70955		002443		01	11/30/2012	110-2006-413.40-33	PAPER SUPPLIES	427.95	
70934		001949		01	11/30/2012	510-6050-501.40-98	SHIPPING FEES	17.50	
70934		001948		01	11/30/2012	510-6055-502.40-98	SHIPPING FEES	17.50	
							VENDOR TOTAL *	995.70	
0000112	00	COCA-COLA BOTTLING CO							
0398168219		002234		01	11/30/2012	110-1001-411.60-98	VENDING MACHINE REFILL	95.04	
							VENDOR TOTAL *	95.04	
0005192	00	COLLEGE OF DUPAGE - ACCTS REC							

BANK: 01

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0005192	00	COLLEGE OF DUPAGE - ACCTS REC							
2999/0384459		001930		01	11/30/2012	110-5030-421.60-11	TRAINING CLASS	400.00	
2999/1296974		001931		01	11/30/2012	110-5030-421.60-11	TRAINING CLASS	400.00	
							VENDOR TOTAL *	800.00	
0014623	00	COMCAST CABLE							
8771200890018300022 00				01	11/30/2012	110-2008-413.30-52	DIGITAL ADAPTER SVC	4.21	
8771200890087150023 01				01	11/30/2012	110-4020-422.60-86	CABLE/INTERNET SVCS	175.87	
							VENDOR TOTAL *	180.08	
0007535	00	CONTRACTORS EQUIPMENT RENTAL							
74138		002209		01	11/30/2012	110-6047-512.50-16	PULLY/SPRING	36.69	
							VENDOR TOTAL *	36.69	
0009867	00	CORRIGAN, DANIEL							
11/12-11/13/12		002228		01	11/30/2012	110-5030-421.60-05	EXPENSE REIMBURSEMENT	56.17	
11/12-11/13/12		002229		01	11/30/2012	110-5030-421.60-11	EXPENSE REIMBURSEMENT	17.32	
							VENDOR TOTAL *	73.49	
0011054	00	COULTER TRANSPORTATION CONSULTING							
333		002241		01	11/30/2012	110-6040-431.30-26	PROF ENG SVCS	487.50	
							VENDOR TOTAL *	487.50	
0006771	00	CUMMINS/NPOWER LLC							
711-8310		002022		01	11/30/2012	110-6047-512.50-02	TRK/PARTS ENG#1	207.00	
711-6638		002023		01	11/30/2012	110-6047-512.50-02	TRK/PARTS ENG#2	100.00	
							VENDOR TOTAL *	307.00	
0006182	00	DELTA SONIC CAR WASH SYSTEMS							
7559897		001899		01	11/30/2012	110-6047-512.50-16	CAR WASHES	229.50	
							VENDOR TOTAL *	229.50	
0004438	00	DOVER PUBLICATIONS INC							
91672607		001985		01	11/30/2012	110-7060-451.40-43	RESALE MERCHANDISE	36.63	
91677947		002276		01	11/30/2012	110-7060-451.40-43	RESALE MERCHANDISE	47.82	
							VENDOR TOTAL *	84.45	
0016481	00	DU-KANE ASPHALT CO							
21978		001950		01	11/30/2012	110-6041-432.40-02	ASPHALT	472.40	
22002		002135		01	11/30/2012	110-6041-432.40-02	ASPHALT	803.04	
							VENDOR TOTAL *	1,275.44	
0009400	00	DUPAGE COUNTY CHIEFS OF POLICE ASSN							
2013		002233		01	11/30/2012	110-5030-421.60-37	MEMBERSHIP	150.00	
							VENDOR TOTAL *	150.00	
0000161	00	DUPAGE COUNTY RECORDER							
201210260118		001886		01	11/30/2012	110-1001-411.30-54	RECORDING SVCS	9.00	
							VENDOR TOTAL *	9.00	
0007246	00	DUPAGE COUNTY TREASURER-IT							

BANK: 01

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0007246	00	DUPAGE COUNTY TREASURER-IT							
1387		001929		01	11/30/2012	110-5030-421.30-27	DATA PROCESSING FEE	250.00	
							VENDOR TOTAL *	250.00	
0000164	00	DUPAGE MATERIALS CO							
68478MB		001952		01	11/30/2012	110-6041-432.40-02	ASPHALT	172.36	
68518MB		001953		01	11/30/2012	110-6041-432.40-02	ASPHALT	173.36	
68486MB		001954		01	11/30/2012	110-6041-432.40-02	ASPHALT	151.25	
68563MB		002409		01	11/30/2012	110-6041-432.40-02	ASPHALT	192.46	
							VENDOR TOTAL *	689.43	
0000167	00	DUPAGE TOPSOIL INC							
035935		001939		01	11/30/2012	110-6043-434.40-59	TOPSOIL	570.00	
							VENDOR TOTAL *	570.00	
0009707	00	E J EQUIPMENT INC							
0053386		002146		01	11/30/2012	110-6047-512.50-16	TRK/PARTS PW170	211.65	
							VENDOR TOTAL *	211.65	
0014621	00	ELMHURST CLAIMS ACCOUNT - CLAIM SVC							
7504366944		001835		01	11/30/2012	110-4020-422.20-07	SELF INSURED LOSS FUND	1,668.33	
7504366944		002178		01	11/30/2012	110-4020-422.20-07	SELF INSURED LOSS FUND	1,243.72	
7504366944		001836		01	11/30/2012	110-5030-421.20-07	SELF INSURED LOSS FUND	181.50	
7504366944		001837		01	11/30/2012	110-6040-431.20-07	SELF INSURED LOSS FUND	5,156.85	
7504366944		002180		01	11/30/2012	110-6040-431.20-07	SELF INSURED LOSS FUND	5,754.95	
7504366944		001838		01	11/30/2012	510-6050-501.20-07	SELF INSURED LOSS FUND	6,038.38	
7504366944		002182		01	11/30/2012	510-6050-501.20-07	SELF INSURED LOSS FUND	4,171.53	
							VENDOR TOTAL *	24,215.26	
0018982	00	ELMHURST MEMORIAL HOSPITAL							
EBT46190		002355		01	11/30/2012	110-2007-413.30-47	FIRE FIGHTER PHYSICAL	87.80	
							VENDOR TOTAL *	87.80	
0000188	00	ELMHURST PARK DISTRICT							
01628		001987		01	11/30/2012	110-0000-313.03-03	MUNICIPAL TAX REIMBURSE	200.44	
01629		001988		01	11/30/2012	110-0000-313.03-03	MUNICIPAL TAX REIMBURSE	476.20	
01630		001989		01	11/30/2012	110-0000-313.03-03	MUNICIPAL TAX REIMBURSE	368.36	
01631		001990		01	11/30/2012	110-0000-313.01-01	MUNICIPAL TAX REIMBURSE	206.44	
01632		001991		01	11/30/2012	110-0000-313.01-01	MUNICIPAL TAX REIMBURSE	470.40	
01633		001992		01	11/30/2012	110-0000-313.01-01	MUNICIPAL TAX REIMBURSE	395.61	
01634		001993		01	11/30/2012	110-0000-313.01-01	MUNICIPAL TAX REIMBURSE	529.91	
01635		001994		01	11/30/2012	110-0000-313.01-01	MUNICIPAL TAX REIMBURSE	156.89	
01636		001995		01	11/30/2012	110-0000-313.01-01	MUNICIPAL TAX REIMBURSE	343.24	
							VENDOR TOTAL *	3,147.49	
0000176	00	ELMHURST PHOTO BOUTIQUE							
15581		002269		01	11/30/2012	110-4020-422.40-33	FILM PROCESSING	13.70	
							VENDOR TOTAL *	13.70	
0005193	00	ELMHURST POLICE EXPLORERS							

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
0005193	00	ELMHURST POLICE EXPLORERS							
11/09/2012		001878		01	11/30/2012	110-5030-421.60-75	DONATION	500.00	
							VENDOR TOTAL *	500.00	
0000193	00	ELMHURST POSTMASTER-PERMIT 47							
NOV 2012		002150		01	11/15/2012	110-1001-411.60-40	CITY NEWSLETTER POSTAGE CHECK #: 159843		2,661.48
							VENDOR TOTAL *	.00	2,661.48
0020067	00	EVERMORE LIFTING GEARS							
1420		002143		01	11/30/2012	110-6047-512.50-02	INSPECTION/PW88	360.00	
1421		002144		01	11/30/2012	110-6047-512.50-02	INSPECTION/PW4	360.00	
							VENDOR TOTAL *	720.00	
0017007	00	FACILITY SOLUTIONS GROUP							
2857705-00		002431		01	11/30/2012	110-2006-413.40-98	SUPPLIES	12.79	
2857705-00		002432		01	11/30/2012	110-4020-422.40-98	SUPPLIES	12.79	
2857705-00		002433		01	11/30/2012	110-5030-421.40-98	SUPPLIES	12.79	
2857705-00		002434		01	11/30/2012	110-6041-432.40-98	SUPPLIES	12.78	
2857705-00		002435		01	11/30/2012	110-6043-434.40-98	SUPPLIES	12.78	
2852630-00		001911		01	11/30/2012	110-6044-435.40-26	LAMPS	448.31	
2823932-00		001912		01	11/30/2012	110-6044-435.40-28	LUMINARIES	499.31	
2857705-00		002437		01	11/30/2012	110-6044-435.40-98	SUPPLIES	12.78	
2857705-00		002428		01	11/30/2012	110-6046-418.50-01	SUPPLIES	419.24	
2857705-00		002438		01	11/30/2012	110-6046-418.40-98	SUPPLIES	12.78	
2857705-00		002439		01	11/30/2012	110-6047-512.40-98	SUPPLIES	12.78	
2857705-00		002440		01	11/30/2012	510-6052-501.40-98	SUPPLIES	12.78	
2857705-00		002441		01	11/30/2012	510-6057-502.40-98	SUPPLIES	12.78	
							VENDOR TOTAL *	1,494.69	
0013212	00	FEDEX							
2-067-05818		002294		01	11/30/2012	110-4020-422.30-49	SHIPPING FEE	25.82	
							VENDOR TOTAL *	25.82	
0018002	00	FILTER SERVICES INC							
INV65574		002134		01	11/30/2012	110-6046-418.50-01	FILTERS	464.80	
							VENDOR TOTAL *	464.80	
0017444	00	FIRE TRAINING RESOURCES							
201210307		002298		01	11/30/2012	110-2007-413.20-09	TRAINING CLASS	130.00	
							VENDOR TOTAL *	130.00	
0020662	00	FIVE-O EMBROIDERY							
11/15/2012		002223		01	11/30/2012	110-5030-421.40-11	UNIFORM SUPPLIES	256.00	
							VENDOR TOTAL *	256.00	
0005438	00	FLEET SAFETY SUPPLY							
56545		002026		01	11/30/2012	110-5030-421.40-98	TRK/PARTS PD-2	8.87	
							VENDOR TOTAL *	8.87	
0019713	00	FLEETPRIDE							

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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
0019713	00	FLEETPRIDE							
50772217		002025		01	11/30/2012	110-6047-512.50-16	TRK/PARTS PW88	31.54	
							VENDOR TOTAL *	31.54	
0003165	00	FLEXIBLE							
2930		002133		01	11/30/2012	110-6041-432.40-52	WANDS	436.80	
							VENDOR TOTAL *	436.80	
0005844	00	FLINK SNOW PLOWS & SPREADERS							
42341		002027		01	11/30/2012	110-6042-433.50-16	TRK/PARTS PW38/STOCK	346.07	
							VENDOR TOTAL *	346.07	
0002222	00	FORESMAN, RICH							
11/01-11/15/12		001997		01	11/30/2012	110-0086-453.30-52	CATV PROF SVCS	94.50	
							VENDOR TOTAL *	94.50	
0020870	00	FOX, RONALD							
26845		002272		01	11/30/2012	110-0000-316.00-00	TRANSFER STAMP REFUND	1,305.00	
							VENDOR TOTAL *	1,305.00	
0000986	00	FREEWAY FORD							
415601		002028		01	11/30/2012	110-6047-512.50-16	TRK/PARTS PW64	33.25	
415277		002029		01	11/30/2012	110-6047-512.50-16	TRK/PARTS PW38	210.41	
CM415277		002030		01	11/30/2012	110-6047-512.50-16	RETURNED MERCHANDISE	5.00-	
							VENDOR TOTAL *	238.66	
0012987	00	GILL J & CO							
1		002120		01	11/30/2012	530-0088-503.50-14	2012 MAINT REPAIRS	112,002.00	
							VENDOR TOTAL *	112,002.00	
0018185	00	GLOBAL EMERGENCY PRODUCTS							
AG31316		002142		01	11/30/2012	110-6047-512.50-16	TRK/PARTS ENG#1,ENG#2	60.04	
							VENDOR TOTAL *	60.04	
0018106	00	GONZALEZ, JUSTIN							
10/22-10/26/12		001863		01	11/30/2012	110-5030-421.60-05	EXPENSE REIMBURSEMENT	61.05	
10/22-10/26/12		001864		01	11/30/2012	110-5030-421.60-11	EXPENSE REIMBURSEMENT	42.02	
11/07/2012		001865		01	11/30/2012	110-5030-421.60-05	EXPENSE REIMBURSEMENT	11.29	
11/07/2012		001866		01	11/30/2012	110-5030-421.60-11	EXPENSE REIMBURSEMENT	10.00	
							VENDOR TOTAL *	124.36	
0000242	00	GRAINGER							
9978332899		002371		01	11/30/2012	110-4020-422.40-98	SUPPLIES	29.79	
9978332899		002372		01	11/30/2012	110-5030-421.40-98	SUPPLIES	29.79	
9969897413		001879		01	11/30/2012	110-6041-432.40-98	SUPPLIES	35.81	
9978332899		002373		01	11/30/2012	110-6041-432.40-98	SUPPLIES	29.79	
9971111068		001967		01	11/30/2012	110-6042-433.50-16	PUSH BUTTON	61.97	
9969897413		001880		01	11/30/2012	110-6043-434.40-98	SUPPLIES	35.81	
9978332899		002374		01	11/30/2012	110-6043-434.40-98	SUPPLIES	29.79	

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0000242	00	GRAINGER							
9969897413		001881		01	11/30/2012	110-6044-435.40-98	SUPPLIES	35.81	
9978332899		002375		01	11/30/2012	110-6044-435.40-98	SUPPLIES	29.79	
9969897413		001882		01	11/30/2012	110-6046-418.40-98	SUPPLIES	35.81	
9978332899		002376		01	11/30/2012	110-6046-418.40-98	SUPPLIES	29.79	
9969897413		001883		01	11/30/2012	110-6047-512.40-98	SUPPLIES	35.81	
9978332899		002377		01	11/30/2012	110-6047-512.40-98	SUPPLIES	29.79	
9969897413		001884		01	11/30/2012	510-6052-501.40-98	SUPPLIES	35.81	
9978332899		002378		01	11/30/2012	510-6052-501.40-98	SUPPLIES	29.79	
9969897413		001885		01	11/30/2012	510-6057-502.40-98	SUPPLIES	35.82	
9978332899		002379		01	11/30/2012	510-6057-502.40-98	SUPPLIES	29.79	
							VENDOR TOTAL *	580.76	
0000255	00	HAHN & ASSOCS, LTD							
DEC 2012		001936		01	11/30/2012	110-5030-421.30-48	SOCIAL SVCS	4,203.04	
							VENDOR TOTAL *	4,203.04	
0002046	00	HASTINGS AIR-ENERGY CONTROL							
I44402		002295		01	11/30/2012	110-4020-422.50-01	GRABBER CLAMP REPLACEMENT	160.87	
							VENDOR TOTAL *	160.87	
0005494	00	HBK WATER METER SERVICE, INC							
12-523		001962		01	11/30/2012	510-6052-501.30-98	METER TESTING	4,136.50	
							VENDOR TOTAL *	4,136.50	
0015904	00	HD SUPPLY WATERWORKS, LTD							
5766473		002122		01	11/30/2012	510-6052-501.40-51	SERVICE LINES	550.00	
5780044		002408		01	11/30/2012	510-6052-501.40-51	SERVICE LINES	290.45	
							VENDOR TOTAL *	840.45	
0011839	00	HEALTHCARE SERVICE CORP							
014582		002327		01	11/30/2012	110-1001-411.20-04	HEALTH INS	5,588.42	
014582		002328		01	11/30/2012	110-2006-413.20-04	HEALTH INS	14,391.64	
014582		002329		01	11/30/2012	110-2007-413.20-04	HEALTH INS	4,483.87	
014582		002330		01	11/30/2012	110-2008-413.20-04	HEALTH INS	5,083.26	
014582		002331		01	11/30/2012	110-3015-414.20-04	HEALTH INS	1,683.09	
014582		002332		01	11/30/2012	110-4020-422.20-04	HEALTH INS	70,538.50	
014582		002333		01	11/30/2012	110-4025-424.20-04	HEALTH INS	13,286.31	
014582		002334		01	11/30/2012	110-5030-421.20-04	HEALTH INS	114,985.58	
014582		002335		01	11/30/2012	110-6040-431.20-04	HEALTH INS	27,808.49	
014582		002336		01	11/30/2012	110-7060-451.20-04	HEALTH INS	2,235.37	
014582		002340		01	11/30/2012	210-8070-452.20-04	HEALTH INS	22,668.85	
014582		002337		01	11/30/2012	510-6050-501.20-04	HEALTH INS	5,980.81	
014582		002338		01	11/30/2012	510-6055-502.20-04	HEALTH INS	6,759.40	
014582		002339		01	11/30/2012	530-0088-503.20-04	HEALTH INS	2,448.56	
							VENDOR TOTAL *	297,942.15	
0020022	00	HENDERSON PRODUCTS INC							
S8-01124		002031		01	11/30/2012	110-6042-433.50-16	TRK/PARTS PW28,PW29,PW33,	452.00	

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0020022	00	HENDERSON PRODUCTS INC							
							VENDOR TOTAL *	452.00	
0020450	00	HERITAGE FS, INC 58							
78090		002455		01	11/30/2012	110-6047-512.40-18	DIESEL FUEL	25,064.60	
78092		002456		01	11/30/2012	110-6047-512.40-19	GASOLINE	24,145.42	
							VENDOR TOTAL *	49,210.02	
0004296	00	HIGHLAND ESTATES COFFEE TRADERS							
052560102799		002274		01	11/30/2012	110-6046-418.40-98	VENDING MACHINE REFILL	97.19	
							VENDOR TOTAL *	97.19	
0020858	00	HIGHLAND MANAGEMENT ASSOCS, INC							
11/12/2012		001858		01	11/30/2012	110-4021-425.50-98	FIRE ALARM SVC CHARGES	348.00	
							VENDOR TOTAL *	348.00	
0018019	00	HOEFER ENTS							
4694		001986		01	11/30/2012	110-0094-454.60-45	AD	1,354.50	
							VENDOR TOTAL *	1,354.50	
0000275	00	HOLIDAY CAMERA INC							
422355		002118		01	11/30/2012	110-5030-421.30-28	PHOTO PROCESSING	5.82	
							VENDOR TOTAL *	5.82	
0012341	00	HOME DEPOT 1982-OAKBROOK TERR							
014292/1024159		001960		01	11/30/2012	110-6041-432.40-98	MISC REPAIRS	191.66	
008329/7053809		001961		01	11/30/2012	110-6044-435.40-53	SHOP TOOLS/DRILL BITS	81.90	
006485/9021449		001920		01	11/30/2012	510-6057-502.50-01	SCADA ROOM REPAIR	25.80	
008883/7022181		001921		01	11/30/2012	510-6057-502.50-01	LIGHT FIXTURE	88.94	
							VENDOR TOTAL *	388.30	
0017783	00	IIMC							
11/14/2012		001983		01	11/30/2012	110-1001-411.60-11	MEMBERSHIP	270.00	
							VENDOR TOTAL *	270.00	
0015152	00	IL ASSN OF PROPERTY/EVIDENCE MGRS							
9006		001875		01	11/30/2012	110-5030-421.60-37	MEMBERSHIP	25.00	
							VENDOR TOTAL *	25.00	
0019388	00	IL DEPT OF AGRICULTURE-ENV PROGS							
442		002411		01	11/30/2012	110-6040-431.60-37	LICENSE FEE	15.00	
437		002412		01	11/30/2012	110-6040-431.60-37	LICENSE FEE	15.00	
444		002413		01	11/30/2012	110-6040-431.60-37	LICENSE FEE	15.00	
441		002414		01	11/30/2012	110-6040-431.60-37	LICENSE FEE	15.00	
440		002415		01	11/30/2012	110-6040-431.60-37	LICENSE FEE	15.00	
450		002416		01	11/30/2012	110-6040-431.60-37	LICENSE FEE	15.00	
434		002417		01	11/30/2012	110-6040-431.60-37	LICENSE FEE	15.00	
448		002418		01	11/30/2012	110-6040-431.60-37	LICENSE FEE	15.00	
474		002419		01	11/30/2012	110-6040-431.60-37	LICENSE FEE	20.00	

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0019388	00	IL DEPT OF AGRICULTURE-ENV PROGS							
							VENDOR TOTAL *	140.00	
0002321	00	IL FIRE INSPECTORS ASSN							
14229		002296		01	11/30/2012	110-4020-422.60-11	REGISTRATION	100.00	
14305		002297		01	11/30/2012	110-4020-422.60-11	REGISTRATION	60.00	
							VENDOR TOTAL *	160.00	
0000291	00	IL SEC OF STATE - TITLE APPLIC FEES,CK GRP-1							
CASE #12-031119		002222		01	11/30/2012	110-5030-421.60-27	TITLE APPLICATION FEE	95.00	
							VENDOR TOTAL *	95.00	
0003391	00	IL TACTICAL OFFICERS ASSN							
4103		002108		01	11/30/2012	110-5030-421.60-11	REGISTRATION	275.00	
							VENDOR TOTAL *	275.00	
0006347	00	INLAND COMMERCIAL PROPERTY MGT INC							
002-2039673		002370		01	11/30/2012	530-0088-503.50-15	MONTHLY MAINT CONTRACT	1,150.00	
							VENDOR TOTAL *	1,150.00	
0010731	00	INTERSTATE BATTERY SYSTEM OF							
78731		001898		01	11/30/2012	110-5030-421.60-27	BATTERIES	90.00	
130059418		001897		01	11/30/2012	110-6047-512.50-16	PARTS/SUPPLIES	311.85	
110116157		001972		01	11/30/2012	110-6047-512.50-16	PARTS/SUPPLIES	383.80	
130059437		002011		01	11/30/2012	110-6047-512.50-16	TRK/PARTS PD-40	82.95	
110116222		002423		01	11/30/2012	110-6047-512.50-16	PARTS/SUPPLIES	313.85	
							VENDOR TOTAL *	1,182.45	
0009363	00	IPPFA							
2013		002299		01	11/30/2012	750-0000-491.60-59	MEMBERSHIP	775.00	
							VENDOR TOTAL *	775.00	
0014400	00	IT SOLUTIONS GROUP INC							
2651		001862		01	11/30/2012	110-2008-413.30-52	SYSTEM MIGRATION/UPGRADE	2,500.00	
							VENDOR TOTAL *	2,500.00	
0013997	00	J M IRRIGATION							
36073		002002		01	11/30/2012	110-6043-434.30-34	IRRIGATION SHUT DOWN	125.00	
							VENDOR TOTAL *	125.00	
0000976	00	JIM'S TOWING,CK GRP-1							
99455		002219		01	11/30/2012	110-5030-421.60-27	TOWING SVC/CASE#12-040602	350.00	
							VENDOR TOTAL *	350.00	
0000976	00	JIM'S TOWING,CK GRP-2							
99367		002220		01	11/30/2012	110-5030-421.60-27	TOWING SVC/CASE#12-039016	350.00	
							VENDOR TOTAL *	350.00	
0000976	00	JIM'S TOWING,CK GRP-3							

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
0000976	00	JIM'S TOWING,CK GRP-3							
99362		002221		01	11/30/2012	110-5030-421.60-27	TOWING SVC/CASE#12-038874	350.00	
							VENDOR TOTAL *	350.00	
0000314	00	KALE UNIFORMS							
809199		001895		01	11/30/2012	110-5030-421.40-11	UNIFORM SUPPLIES	113.00	
80282		001896		01	11/30/2012	110-5030-421.40-11	RETURNED MERCHANDISE	113.00-	
811242		002112		01	11/30/2012	110-5030-421.40-11	UNIFORM SUPPLIES	19.00	
811243		002113		01	11/30/2012	110-5030-421.40-11	UNIFORM SUPPLIES	81.00	
811244		002114		01	11/30/2012	110-5030-421.40-11	UNIFORM SUPPLIES	61.50	
811241		002115		01	11/30/2012	110-5030-421.40-11	UNIFORM SUPPLIES	46.50	
812286		002232		01	11/30/2012	110-5030-421.40-11	UNIFORM SUPPLIES	15.00	
							VENDOR TOTAL *	223.00	
0020868	00	KALINS, BOB							
11/19/2012		002255		01	11/30/2012	110-6043-434.40-98	IRRIGATION REPAIR REIMBUR	150.00	
							VENDOR TOTAL *	150.00	
0019654	00	KANE, MCKENNA & ASSOCIATES INC							
11350		001852		01	11/30/2012	110-3015-414.30-52	PROFESSIONAL SVCS	262.50	
11351		001853		01	11/30/2012	110-3015-414.30-52	PROFESSIONAL SVCS	75.00	
							VENDOR TOTAL *	337.50	
0000323	00	KIEFT BROTHERS, INC - A/P							
191052		001956		01	11/30/2012	110-6041-432.40-08	INLET REPAIR	420.00	
190996		001957		01	11/30/2012	110-6041-432.40-08	INLET REPAIR	52.25	
190963		002003		01	11/30/2012	110-6041-432.40-08	INLET REPAIR	553.34	
191185		002420		01	11/30/2012	110-6041-432.40-08	INLET REPAIR	94.50	
191230		002421		01	11/30/2012	110-6041-432.40-48	CEMENT	110.00	
							VENDOR TOTAL *	1,230.09	
0011896	00	KIMBALL MIDWEST							
2700059		002033		01	11/30/2012	110-6042-433.50-16	BOLTS	213.22	
2687799		002032		01	11/30/2012	110-6047-512.50-16	NUTS/BOLTS/SUPPLIES	651.29	
2704270		002141		01	11/30/2012	110-6047-512.50-16	NUT/BOLTS/SUPPLIES	735.35	
							VENDOR TOTAL *	1,599.86	
0015660	00	KINGS POINT TRUCK LANE, INC							
28691		002034		01	11/30/2012	110-6047-512.50-02	SAFETY TEST/PW4	25.00	
28695		002035		01	11/30/2012	110-6047-512.50-02	SAFETY TEST/PW106	25.00	
28702		002036		01	11/30/2012	110-6047-512.50-02	SAFETY TEST/PW28,PW64,PW	125.00	
28713		002037		01	11/30/2012	110-6047-512.50-02	SAFETY TEST/PW170	25.00	
							VENDOR TOTAL *	200.00	
0004998	00	KINNARE, PAUL							
000024995		UT		01	11/14/2012	510-0000-113.02-00	UB CR REFUND	CHECK #: 159841	27.61
							VENDOR TOTAL *	.00	27.61
0010360	00	KUSSMAUL ELECTRONICS CO 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
0010360	00	KUSSMAUL ELECTRONICS CO INC							
69034		002067		01	11/30/2012	110-6047-512.50-02	TRK/PARTS SQUAD#1/STOCK	90.05	
							VENDOR TOTAL *	90.05	
0002524	00	LAW BULLETIN							
1620620		001876		01	11/30/2012	110-5030-421.30-98	COURT DOCKETS	100.00	
1607484		001900		01	11/30/2012	110-5030-421.30-98	COURT DOCKETS	60.00	
							VENDOR TOTAL *	160.00	
0013313	00	LEACH ENTERPRISES, INC							
943835		001909		01	11/30/2012	110-6047-512.50-16	FILTER	3.57	
943960		001910		01	11/30/2012	110-6047-512.50-16	FILTERS	68.28	
944098		002004		01	11/30/2012	110-6047-512.50-16	FILTERS	34.62	
943856		002005		01	11/30/2012	110-6047-512.50-16	STOCK	50.53	
944109		002140		01	11/30/2012	110-6047-512.50-16	TRK/PARTS PW19	96.10	
944218		002424		01	11/30/2012	110-6047-512.50-16	FILTERS	23.38	
944257		002425		01	11/30/2012	110-6047-512.50-16	FILTERS	47.96	
							VENDOR TOTAL *	324.44	
0012723	00	LEXISNEXIS							
1038740201210310		01937		01	11/30/2012	110-5030-421.30-98	MONTHLY SVC	560.98	
							VENDOR TOTAL *	560.98	
0004998	00	LEYDEN LOIS R							
000024995		UT		01	08/23/2012	510-0000-113.02-00	UB CR REFUND CHECK #: 157433		27.61-
							VENDOR TOTAL *	.00	27.61-
0000509	00	LILJEBERG, GLEN R.							
11/01-11/15/12		001999		01	11/30/2012	110-0086-453.30-52	CATV PROF SVCS	547.00	
							VENDOR TOTAL *	547.00	
0000617	00	M & M REPORTING, INC							
51483		002235		01	11/30/2012	110-3015-414.30-54	REPORTING SVCS	296.75	
51484		002236		01	11/30/2012	110-3015-414.30-54	REPORTING SVCS	182.75	
51485		002237		01	11/30/2012	110-3015-414.30-54	REPORTING SVCS	170.75	
51486		002238		01	11/30/2012	110-3015-414.30-54	REPORTING SVCS	182.75	
							VENDOR TOTAL *	833.00	
0007486	00	MAMMA MARIA'S PIZZA							
1		001877		01	11/30/2012	110-5030-421.60-50	MEETING REFRESHMENTS	35.25	
10		002119		01	11/30/2012	110-5030-421.60-08	MEETING REFRESHMENTS	71.25	
							VENDOR TOTAL *	106.50	
0007259	00	MARCOTT ENTERPRISES, INC							
16469		001965		01	11/30/2012	510-6052-501.40-57	STONE	1,694.71	
							VENDOR TOTAL *	1,694.71	
0000358	00	MARTIN IMPLEMENT SALES							
P72249		002068		01	11/30/2012	110-6047-512.50-16	TRK/PARTS PW60	201.26	

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
0000358	00	MARTIN IMPLEMENT SALES							
							VENDOR TOTAL *	201.26	
0001614	00	MCGUIRE, MAUREEN							
3318		001851		01	11/30/2012	110-1001-411.60-40	NEWSLETTER PRINTING	2,460.00	
							VENDOR TOTAL *	2,460.00	
0001049	00	MCI							
08611797999		001840		01	11/30/2012	110-1001-411.30-75	MONTHLY PHONE	23.86	
08611797999		001841		01	11/30/2012	110-2006-413.30-75	MONTHLY PHONE	20.04	
08611797999		001849		01	11/30/2012	110-2007-413.30-75	MONTHLY PHONE	1.66	
08611797999		001850		01	11/30/2012	110-2008-413.30-75	MONTHLY PHONE	8.24	
08611797999		001842		01	11/30/2012	110-3015-414.30-75	MONTHLY PHONE	15.44	
08611797999		001843		01	11/30/2012	110-4020-422.30-75	MONTHLY PHONE	18.98	
08611797999		001844		01	11/30/2012	110-4022-423.30-75	MONTHLY PHONE	.14	
08611797999		001845		01	11/30/2012	110-5030-421.30-75	MONTHLY PHONE	83.17	
08611797999		001846		01	11/30/2012	110-6040-431.30-75	MONTHLY PHONE	49.59	
08611797999		001847		01	11/30/2012	110-7060-451.30-75	MONTHLY PHONE	7.76	
08611797999		001848		01	11/30/2012	510-6055-502.30-75	MONTHLY PHONE	6.51	
							VENDOR TOTAL *	235.39	
0002941	00	MCMASTER-CARR SUPPLY CO-A/P ADDRESS							
40271584		002069		01	11/30/2012	110-6047-512.50-16	STOCK	85.76	
40109672		002070		01	11/30/2012	110-6047-512.40-53	STEP LADDER	277.15	
40109673		002071		01	11/30/2012	110-6047-512.50-16	TRK/PARTS PW127	44.48	
40109671		002072		01	11/30/2012	110-6047-512.50-16	STOCK	86.34	
39821463		001919		01	11/30/2012	510-6057-502.50-01	ABRASIVE ANTISLIP TAPE	38.90	
							VENDOR TOTAL *	532.63	
0000366	00	MEL'S ACE HARDWARE							
421006/4		002254		01	11/30/2012	110-6043-434.40-98	LIGHTS REPLACEMENT	44.85	
420923/4		002073		01	11/30/2012	110-6047-512.50-16	STOCK	19.78	
420894/4		001924		01	11/30/2012	510-6052-501.40-98	SUPPLIES/TRK#61	31.47	
							VENDOR TOTAL *	96.10	
0017680	00	METRO NORTH INDUSTRIAL TIRE & SPPLY							
76180		002139		01	11/30/2012	110-6047-512.50-20	TIRES/PW141	575.80	
							VENDOR TOTAL *	575.80	
0007364	00	METROPOLITAN LIFE INSURANCE CO							
00142		002341		01	11/30/2012	110-1001-411.20-05	DENTAL INS	353.85	
00142		002342		01	11/30/2012	110-2006-413.20-05	DENTAL INS	812.03	
00142		002343		01	11/30/2012	110-2007-413.20-05	DENTAL INS	191.27	
00142		002344		01	11/30/2012	110-2008-413.20-05	DENTAL INS	486.00	
00142		002345		01	11/30/2012	110-3015-414.20-05	DENTAL INS	189.53	
00142		002346		01	11/30/2012	110-4020-422.20-05	DENTAL INS	3,548.07	
00142		002347		01	11/30/2012	110-4025-424.20-05	DENTAL INS	824.20	
00142		002348		01	11/30/2012	110-5030-421.20-05	DENTAL INS	6,518.91	
00142		002349		01	11/30/2012	110-6040-431.20-05	DENTAL INS	1,737.96	

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0007364	00	METROPOLITAN LIFE INSURANCE CO							
00142		002350		01	11/30/2012	110-7060-451.20-05	DENTAL INS	222.57	
00142		002351		01	11/30/2012	210-8070-452.20-05	DENTAL INS	1,316.29	
00142		002352		01	11/30/2012	510-6050-501.20-05	DENTAL INS	349.50	
00142		002353		01	11/30/2012	510-6055-502.20-05	DENTAL INS	175.62	
00142		002354		01	11/30/2012	530-0088-503.20-05	DENTAL INS	152.98	
							VENDOR TOTAL *	16,878.78	
0003384	00	MICROFLEX CORP #774353							
IN1314253		001913		01	11/30/2012	510-6057-502.40-98	SUPPLIES	251.60	
							VENDOR TOTAL *	251.60	
0001729	00	MID AMER WATER							
79679A		001925		01	11/30/2012	510-6052-501.40-07	FITTINGS	3,944.50	
							VENDOR TOTAL *	3,944.50	
0019425	00	MM TOOL SALES, INC							
212150		002088		01	11/30/2012	110-6047-512.40-53	SCAN TOOL PARTS	57.00	
							VENDOR TOTAL *	57.00	
0006434	00	MONROE TRUCK EQUIPMENT							
5227213		002138		01	11/30/2012	110-6042-433.50-16	TRK/PARTS PW34	322.31	
							VENDOR TOTAL *	322.31	
0011645	00	MUNICIPAL EMERGENCY SERVICES							
00353848_SNV		002286		01	11/30/2012	110-4020-422.40-62	UNIFORM SUPPLIES	3,270.08	
00346661_SNV		002287		01	11/30/2012	110-4020-422.40-62	UNIFORM SUPPLIES	136.10	
							VENDOR TOTAL *	3,406.18	
0005631	00	NATIONAL FIRE PROTECTION ASSN							
11/21/2012		002452		01	11/30/2012	110-4020-422.60-37	MEMBERSHIP	165.00	
							VENDOR TOTAL *	165.00	
0002126	00	NATIONAL SAFETY COUNCIL							
INV-1091817		002248		01	11/30/2012	110-5030-421.60-75	WORK BOOKS	465.00	
							VENDOR TOTAL *	465.00	
0000394	00	NEENAH FOUNDRY CO							
766110		001966		01	11/30/2012	510-6056-502.40-29	FRAMES/SMOKE TESTING REPA	3,825.00	
							VENDOR TOTAL *	3,825.00	
0011644	00	NEPTUNE TECHNOLOGY GROUP INC							
N327382		001926		01	11/30/2012	510-6052-501.40-68	WATER METER	4,380.00	
N327993		001963		01	11/30/2012	510-6052-501.40-68	STOCK	285.00	
N327983		001964		01	11/30/2012	510-6052-501.40-68	METERS	2,250.00	
							VENDOR TOTAL *	6,915.00	
0016913	00	NEWCASTLE ELECTRIC, INC							
5		002457		01	11/30/2012	510-6057-502.80-20	GENERATOR REPLACEMENT	55,560.28	

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0016913	00	NEWCASTLE ELECTRIC, INC							
							VENDOR TOTAL *	55,560.28	
0009496	00	NEXTEL COMMUNICATIONS							
162511511-129		002367		01	11/30/2012	110-6040-431.30-75	MONTHLY MOBILE BILL	67.99	
162511511-129		002368		01	11/30/2012	510-6050-501.30-75	MONTHLY MOBILE BILL	21.76	
162511511-129		002369		01	11/30/2012	510-6055-502.30-75	MONTHLY MOBILE BILL	46.23	
							VENDOR TOTAL *	135.98	
0005845	00	NICOR GAS							
5209073557 3		002047		01	11/30/2012	110-4020-422.30-29	MONTHLY GAS	291.55	
7763000144 2		002190		01	11/30/2012	210-8070-452.30-29	MONTHLY GAS	3,519.35	
							VENDOR TOTAL *	3,810.90	
0000401	00	NORTH EAST MULTI-REGIONAL TRAINING							
162286		001935		01	11/30/2012	110-5030-421.60-11	TRAINING CLASS	300.00	
162765		002230		01	11/30/2012	110-5030-421.60-11	TRAINING CLASS	50.00	
							VENDOR TOTAL *	350.00	
0002228	00	O'HERRON CO INC, RAY - LOMBARD							
0062087-IN		001934		01	11/30/2012	110-5030-421.40-11	UNIFORM SUPPLIES	40.95	
0062430-IN		002105		01	11/30/2012	110-5030-421.40-11	UNIFORM SUPPLIES	39.95	
0062387-IN		002106		01	11/30/2012	110-5030-421.40-11	UNIFORM SUPPLIES	318.95	
0062573-IN		002224		01	11/30/2012	110-5030-421.40-11	UNIFORM SUPPLIES	78.75	
0062577-IN		002225		01	11/30/2012	110-5030-421.40-11	UNIFORM SUPPLIES	1,242.70	
							VENDOR TOTAL *	1,721.30	
0018206	00	O'ROURKE, KEVIN							
11/01-11/15/12		001996		01	11/30/2012	110-0086-453.30-52	CATV PROF SVCS	58.50	
							VENDOR TOTAL *	58.50	
0008640	00	OFFICE DEPOT							
631148755001		001891		01	11/30/2012	110-1001-411.40-33	SUPPLIES	11.10	
631148755001		001888		01	11/30/2012	110-2006-413.40-33	SUPPLIES	52.71	
631148755001		001890		01	11/30/2012	110-2006-413.40-33	SUPPLIES	9.22	
630654471001		001892		01	11/30/2012	110-2006-413.40-33	SUPPLIES	179.74	
631148755001		001889		01	11/30/2012	110-4025-424.40-33	SUPPLIES	31.47	
							VENDOR TOTAL *	284.24	
0006326	00	ORION SAFETY PRODUCTS							
00220322		001951		01	11/30/2012	110-5030-421.40-98	SUPPLIES	338.76	
							VENDOR TOTAL *	338.76	
0008717	00	PAT KEAN'S FRIENDLY FORD							
173920		002074		01	11/30/2012	110-6047-512.50-16	STOCK	41.24	
173934		002075		01	11/30/2012	110-6047-512.50-16	STOCK	82.50	
173911		002076		01	11/30/2012	110-6047-512.50-16	STOCK	177.66	
173939		002077		01	11/30/2012	110-6047-512.50-16	TRK/PARTS PW44	112.29	
173882		002078		01	11/30/2012	110-6047-512.50-16	TRK/PARTS PW26	256.96	

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0008717	00	PAT KEAN'S FRIENDLY FORD							
173889		002079		01	11/30/2012	110-6047-512.50-16	TRK/PARTS PW26	3.20	
							VENDOR TOTAL *	673.85	
0000419	00	PATTEN INDUSTRIES INC #774539							
P60C0224151		001975		01	11/30/2012	110-6047-512.50-16	PARTS/SUPPLIES	47.13	
							VENDOR TOTAL *	47.13	
0017241	00	PERSONNEL EVALUATION, INC							
01618		001870		01	11/30/2012	110-5030-421.60-50	BACKGROUND CHECKS	20.00	
							VENDOR TOTAL *	20.00	
0016699	00	PLASTIC CARD SOLUTIONS, INC							
19895		002203		01	11/30/2012	110-2008-413.40-73	ID CARD SUPPLIES	145.00	
							VENDOR TOTAL *	145.00	
0020869	00	PREMIER GRAPHICS & PROMOTIONS							
6755		002285		01	11/30/2012	110-4020-422.40-62	UNIFORM SUPPLIES	169.00	
							VENDOR TOTAL *	169.00	
0020861	00	PRO-VISION VIDEO SYSTEMS							
25259		002082		01	11/30/2012	110-6047-512.50-16	TRK/PARTS PW29	356.46	
25200		002083		01	11/30/2012	110-6047-512.50-16	TRK/PARTS PW33	384.95	
							VENDOR TOTAL *	741.41	
0000444	00	PROSAFETY INC							
1/470630		002126		01	11/30/2012	110-6041-432.40-98	SUPPLIES	21.81	
1/470630		002127		01	11/30/2012	110-6043-434.40-98	SUPPLIES	21.81	
1/470630		002128		01	11/30/2012	110-6044-435.40-98	SUPPLIES	21.81	
1/470630		002129		01	11/30/2012	110-6046-418.40-98	SUPPLIES	21.81	
1/470630		002130		01	11/30/2012	110-6047-512.40-98	SUPPLIES	21.81	
1/470630		002131		01	11/30/2012	510-6052-501.40-98	SUPPLIES	21.81	
1/470630		002132		01	11/30/2012	510-6057-502.40-98	SUPPLIES	21.81	
							VENDOR TOTAL *	152.67	
0018759	00	QUICK LANE TIRE & AUTO CENTER							
C57510		002080		01	11/30/2012	110-6047-512.50-02	TRK/PARTS PW26	260.79	
							VENDOR TOTAL *	260.79	
0010503	00	R A ADAMS ENTERPRISES, INC							
700541		002012		01	11/30/2012	110-6042-433.50-16	TRK/PARTS PW38/STOCK	659.93	
							VENDOR TOTAL *	659.93	
0020130	00	RAINBOW FARMS ENTERPRISES INC							
023735		001940		01	11/30/2012	110-6043-434.30-78	LEAF HAULING	1,170.00	
023767		002256		01	11/30/2012	110-6043-434.30-78	LEAF DISPOSAL	4,095.00	
							VENDOR TOTAL *	5,265.00	
0002601	00	RJN GROUP							

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0002601	00	RJN GROUP							
10		001887		01	11/30/2012	510-6056-502.80-13	PROF ENG SVCS	11,169.92	
							VENDOR TOTAL *	11,169.92	
0005687	00	ROESCH FORD							
23575		002010		01	11/30/2012	110-6047-512.50-16	STOCK	4.04	
							VENDOR TOTAL *	4.04	
0018926	00	ROSENWINKEL, DAN							
10/16&11/07/12		001976		01	11/30/2012	510-6050-501.60-11	EXPENSE REIMBURSEMENT	70.00	
							VENDOR TOTAL *	70.00	
0007032	00	RUMICK, DOUGLAS							
10/23-10/25/12		001867		01	11/30/2012	110-5030-421.60-11	EXPENSE REIMBURSEMENT	18.62	
11/07/2012		001868		01	11/30/2012	110-5030-421.40-98	EXPENSE REIMBURSEMENT	21.14	
							VENDOR TOTAL *	39.76	
0006411	00	RUSSO'S POWER EQPT							
1462109		002084		01	11/30/2012	110-6042-433.50-16	TRK/PARTS PW153A	2.40	
1455332		002085		01	11/30/2012	110-6042-433.50-16	TRK/PARTS PW153A	60.34	
1459980		002086		01	11/30/2012	110-6042-433.50-16	TRK/PARTS PW153A	16.67	
1463389		002087		01	11/30/2012	110-6042-433.50-16	RETURNED MERCHANDISE	9.36-	
							VENDOR TOTAL *	70.05	
0005250	00	SCBAS, INC							
84903		002270		01	11/30/2012	110-4020-422.30-98	COMPRESSOR MAINT	56.33	
84857		002271		01	11/30/2012	110-4020-422.30-98	COMPRESSOR MAINT	661.00	
							VENDOR TOTAL *	717.33	
0001673	00	SCHWEIK, GUY							
11/08/2012		001893		01	11/30/2012	110-5030-421.60-05	EXPENSE REIMBURSEMENT	10.05	
11/08/2012		001894		01	11/30/2012	110-5030-421.60-11	EXPENSE REIMBURSEMENT	10.00	
							VENDOR TOTAL *	20.05	
0010169	00	SEAWAY SUPPLY							
86029		002266		01	11/30/2012	110-6046-418.40-24	SUPPLIES	419.25	
							VENDOR TOTAL *	419.25	
0007028	00	SELECT STAFFING							
58837		001977		01	11/30/2012	510-6050-501.10-01	TEMP STAFFING	261.94	
58837		001978		01	11/30/2012	510-6055-502.10-01	TEMP STAFFING	261.94	
58837		001979		01	11/30/2012	530-0088-503.10-01	TEMP STAFFING	224.52	
							VENDOR TOTAL *	748.40	
0010494	00	SEPS, INC							
1/554680		002202		01	11/30/2012	110-2008-413.50-22	HARDWARE MAINT	3,181.31	
							VENDOR TOTAL *	3,181.31	
0011543	00	SIKICH LLP							

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0011543	00	SIKICH LLP							
151068		002243		01	11/30/2012	110-2006-413.30-03	AUDIT FEES	440.00	
151068		002244		01	11/30/2012	210-8070-452.30-03	AUDIT FEES	80.00	
151068		002245		01	11/30/2012	510-6050-501.30-03	AUDIT FEES	160.00	
151068		002246		01	11/30/2012	510-6055-502.30-03	AUDIT FEES	270.00	
151068		002247		01	11/30/2012	530-0088-503.30-03	AUDIT FEES	50.00	
							VENDOR TOTAL *	1,000.00	
0004546	00	STATE INDUSTRIAL PRODUCTS							
95972461		002406		01	11/30/2012	110-6046-418.40-24	SUPPLIES	449.73	
							VENDOR TOTAL *	449.73	
0008126	00	STERICYCLE INC							
4003768050		002231		01	11/30/2012	110-5030-421.30-98	QUARTERLY SVC	363.57	
							VENDOR TOTAL *	363.57	
0008228	00	SUBURBAN LABORATORIES INC							
22641		001916		01	11/30/2012	510-6051-501.30-33	LAB TESTING	276.00	
							VENDOR TOTAL *	276.00	
0017669	00	SUBURBAN LAW ENFORCEMENT ADMIN PROF							
2013		002117		01	11/30/2012	110-5030-421.60-37	MEMBERSHIP	30.00	
							VENDOR TOTAL *	30.00	
0020135	00	SUBURBAN LEAP							
12/12/2012		002227		01	11/30/2012	110-5030-421.60-11	REGISTRATION	24.00	
							VENDOR TOTAL *	24.00	
0017641	00	SUNGARD PUBLIC SECTOR USERS'S							
2013ELMH		001857		01	11/30/2012	110-2008-413.60-37	MEMBERSHIP	195.00	
							VENDOR TOTAL *	195.00	
0019590	00	TEAMINTEL, L.L.C.							
1951		002149		01	11/15/2012	110-2008-413.30-52	ANNUAL GPS SVC	CHECK #: 159842	1,008.00
							VENDOR TOTAL *	.00	1,008.00
0000523	00	TERMINAL SUPPLY CO							
79944-00		002124		01	11/30/2012	110-6044-435.40-98	SUPPLIES	493.00	
80180-00		002125		01	11/30/2012	110-6047-512.50-16	TRK/PARTS PW44	564.40	
							VENDOR TOTAL *	1,057.40	
0020337	00	THE ONE TAXI, INC							
1001_LC1		001982		01	11/30/2012	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	40.40	
							VENDOR TOTAL *	40.40	
0010950	00	TIMMONS, CHRISTIN							
11/08/2012		002109		01	11/30/2012	110-5030-421.60-11	EXPENSE REIMBURSEMENT	9.10	
							VENDOR TOTAL *	9.10	
0018275	00	TOTAL PARKING SOLUTIONS							

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
0018275	00	TOTAL PARKING SOLUTIONS							
101967		001980		01	11/30/2012	530-0088-503.30-15	PAY BY PHONE TRANSACTION	586.45	
101960		001981		01	11/30/2012	530-0088-503.40-98	RECEIPT PAPER	608.00	
							VENDOR TOTAL *	1,194.45	
0000533	00	TRAFFIC CONTROL & PROTECTION							
75436		001973		01	11/30/2012	110-6041-432.40-52	ALUMINUM BLANK	283.46	
75435		001974		01	11/30/2012	110-6041-432.40-52	ALUMINUM BLANKS	390.76	
							VENDOR TOTAL *	674.22	
0000535	00	TRANS UNION LLC							
10200859		001932		01	11/30/2012	110-5030-421.30-98	CREDIT BUREAU SVC	45.00	
10200865		001933		01	11/30/2012	110-5030-421.30-98	CREDIT BUREAU SVC	88.90	
							VENDOR TOTAL *	133.90	
0017891	00	TRANSCHICAGO TRUCK GROUP (ELMHURST)							
1281382		002024		01	11/30/2012	110-6047-512.50-16	TRK/PARTS TRK#2	40.33	
							VENDOR TOTAL *	40.33	
0000403	00	TRANSCHICAGO TRUCK GROUP AND							
1291083		002145		01	11/30/2012	110-6047-512.50-16	TRK/PARTS PW19	33.10	
							VENDOR TOTAL *	33.10	
0005044	00	TRANSYSTEMS CORP							
INV-0002312911		002239		01	11/30/2012	110-6041-432.80-15	PROF ENG SVCS	2,289.41	
INV-0002351632		002240		01	11/30/2012	110-6041-432.80-15	PROF ENG SVCS	36,452.39	
							VENDOR TOTAL *	38,741.80	
0000536	00	TREE TOWNS REPROGRAPHICS, INC							
0000183674		002226		01	11/30/2012	110-5030-421.40-31	LAMINATING/BINDING MAPS	705.10	
							VENDOR TOTAL *	705.10	
0000538	00	TRI-STATE HYDRAULICS INC							
321445		002137		01	11/30/2012	110-6042-433.50-16	SWENSON SPREADERS	420.00	
							VENDOR TOTAL *	420.00	
0020258	00	TWIST OFFICE PRODS							
625573-0		001861		01	11/30/2012	110-2008-413.40-73	INK CARTRIDGES	1,122.43	
							VENDOR TOTAL *	1,122.43	
0020636	00	TYCO INTEGRATED SECURITY LLC							
83916574		002275		01	11/30/2012	110-7060-451.30-98	SECURITY SVCS	174.80	
							VENDOR TOTAL *	174.80	
0020663	00	U S RADAR, INC							
8966		001869		01	11/30/2012	110-5030-421.40-41	RADAR SUPPLIES	101.25	
							VENDOR TOTAL *	101.25	
0015470	00	UNIFORMITY 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
0015470	00	UNIFORMITY INC							
IN213372		002288		01	11/30/2012	110-4020-422.40-62	UNIFORM SUPPLIES	60.00	
IN213371		002289		01	11/30/2012	110-4020-422.40-62	UNIFORM SUPPLIES	70.00	
IN213367		002290		01	11/30/2012	110-4020-422.40-62	UNIFORM SUPPLIES	105.00	
IN213362		002291		01	11/30/2012	110-4020-422.40-62	UNIFORM SUPPLIES	140.00	
IN213441		002292		01	11/30/2012	110-4020-422.40-62	UNIFORM SUPPLIES	36.34	
IN213724		002293		01	11/30/2012	110-4020-422.40-62	UNIFORM SUPPLIES	159.50	
							VENDOR TOTAL *	570.84	
0003709	00	UNIQUE PRODUCTS & SERV CORP							
249476		002006		01	11/30/2012	110-6046-418.40-24	SUPPLIES	379.50	
249583		002410		01	11/30/2012	110-6046-418.40-24	SUPPLIES	272.43	
							VENDOR TOTAL *	651.93	
0005115	00	UNIVERSAL TAXI DISPATCH, INC							
8697		002193		01	11/30/2012	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	653.65	
8697		002194		01	11/30/2012	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	39.40	
							VENDOR TOTAL *	693.05	
0017465	00	UPS SHIPPER 5A30E3							
00005A30E3442		001943		01	11/30/2012	110-4020-422.30-49	SHIPPING FEES	14.44	
00005A30E3452		001945		01	11/30/2012	110-4020-422.30-49	SHIPPING FEES	8.51	
00005A30E3442		001944		01	11/30/2012	110-6047-512.40-98	SHIPPING FEES	6.70	
00005A30E3452		001946		01	11/30/2012	110-6047-512.40-98	SHIPPING FEES	5.93	
							VENDOR TOTAL *	35.58	
0000550	00	URICK, EUGENIE							
11/01-11/15/12		002001		01	11/30/2012	110-0086-453.30-52	CATV PROF SVCS	887.75	
							VENDOR TOTAL *	887.75	
0005793	00	USA BLUEBOOK							
809981		001918		01	11/30/2012	510-6057-502.40-25	LAB SUPPLIES	104.52	
							VENDOR TOTAL *	104.52	
0017763	00	UWE SCHWAB MACHINE SVCS							
4628		001941		01	11/30/2012	110-6043-434.50-08	RETIP STUMP CUTTER	177.54	
							VENDOR TOTAL *	177.54	
0006220	00	VALMATIC VALVE & MFG CORP							
276647		001923		01	11/30/2012	510-6056-502.80-13	RELIEF VALVE	1,416.80	
							VENDOR TOTAL *	1,416.80	
0020762	00	VANOSDELL, BARBARA J							
11/20/2012		002218		01	11/30/2012	110-6040-431.30-52	PROFESSIONAL SVCS	502.50	
							VENDOR TOTAL *	502.50	
0014788	00	VERIZON WIRELESS							
2825808842		002361		01	11/30/2012	110-1001-411.30-75	MONTHLY MOBILE BILL	86.08	
2825808842		002362		01	11/30/2012	110-2007-413.30-75	MONTHLY MOBILE BILL	38.59	

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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
0014788	00	VERIZON WIRELESS							
2825808842		002363		01	11/30/2012	110-2008-413.30-75	MONTHLY MOBILE BILL	283.24	
2825808842		002364		01	11/30/2012	110-2008-413.30-98	MONTHLY MOBILE BILL	1,448.96	
2825808842		002359		01	11/30/2012	110-4020-422.30-75	MONTHLY MOBILE BILL	363.80	
2825808842		002360		01	11/30/2012	110-4022-423.30-75	MONTHLY MOBILE BILL	53.51	
2825808842		002366		01	11/30/2012	110-4025-424.30-75	MONTHLY MOBILE BILL	214.22	
2825808842		002365		01	11/30/2012	110-5030-421.30-75	MONTHLY MOBILE BILL	1,709.55	
2825808842		002356		01	11/30/2012	110-6040-431.30-75	MONTHLY MOBILE BILL	1,431.29	
2825808842		002357		01	11/30/2012	510-6050-501.30-75	MONTHLY MOBILE BILL	458.01	
2825808842		002358		01	11/30/2012	510-6055-502.30-75	MONTHLY MOBILE BILL	973.28	
							VENDOR TOTAL *	7,060.53	
0000559	00	VIKING AWARDS							
24756A		001984		01	11/30/2012	110-1001-411.60-98	PLATE/ENGRAVING	24.49	
							VENDOR TOTAL *	24.49	
0000560	00	VILLA PARK ELECTRICAL SUPPLY							
01804198		002089		01	11/30/2012	110-6042-433.50-16	TRK/PARTS PW51	17.19	
							VENDOR TOTAL *	17.19	
0019557	00	VISION METRIC LTD							
1112068		001938		01	11/30/2012	110-5030-421.30-98	SOFTWARE RENEWAL	2,599.00	
							VENDOR TOTAL *	2,599.00	
0013353	00	VWR INTL INC							
8052145434		001917		01	11/30/2012	510-6057-502.40-25	LAB SUPPLIES	142.21	
							VENDOR TOTAL *	142.21	
0005071	00	WALKER RESTORATION CONSULTANTS							
31734110003		001854		01	11/30/2012	530-0088-503.50-14	PROFESSIONAL SVCS	1,268.85	
31734110005		001855		01	11/30/2012	530-0088-503.50-14	SCHILLER DECK REPAIRS	2,181.20	
							VENDOR TOTAL *	3,450.05	
0020552	00	WASTE MANAGEMENT-SWEEPING							
3180004-2354-7		002242		01	11/30/2012	110-6041-432.30-98	STREET SWEEPING	640.00	
							VENDOR TOTAL *	640.00	
0015717	00	WENTWORTH TIRE-BENSENVILLE							
418984		002090		01	11/30/2012	110-6047-512.50-20	TIRES/PW38	535.39	
418778		002091		01	11/30/2012	110-6047-512.50-20	TIRES/PW88	1,682.04	
418811		002092		01	11/30/2012	110-6047-512.50-20	TIRES/PW51	394.92	
418779		002093		01	11/30/2012	110-6047-512.50-20	TIRES/PW89	592.38	
418776		002094		01	11/30/2012	110-6047-512.50-20	TIRES/PW166	75.99	
418982		002095		01	11/30/2012	110-6047-512.50-20	TIRES/PW19	3,181.74	
418986		002096		01	11/30/2012	110-6047-512.50-20	TIRE DISPOSAL	36.00	
418777		002097		01	11/30/2012	110-6047-512.50-20	TIRE DISPOSAL	8.00	
							VENDOR TOTAL *	6,506.46	
0000573	00	WEST AUTOMOTIVE SERVICE INC							

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0000573	00	WEST AUTOMOTIVE SERVICE INC							
47307		002098		01	11/30/2012	110-6047-512.50-02	STOCK	497.00	
							VENDOR TOTAL *	497.00	
0000681	00	WEST CENTRAL MUNICIPAL CONFERENCE							
0007374-IN		002454		01	11/30/2012	110-1001-411.60-37	MEMBERSHIP	5,500.00	
							VENDOR TOTAL *	5,500.00	
0000576	00	WEST SUBURBAN OP, INC.							
135996		002302		01	11/30/2012	110-4020-422.60-25	FILE FOLDERS	21.60	
135540		002303		01	11/30/2012	110-4020-422.40-33	LABELS	11.88	
136167		001871		01	11/30/2012	110-5030-421.40-33	DECK CALENDARS	69.30	
135966		001872		01	11/30/2012	110-5030-421.40-33	NOTE REFILLS/ENVELOPE	32.40	
136054		001873		01	11/30/2012	110-5030-421.40-33	INDEX CARDS	8.20	
135966.1		001874		01	11/30/2012	110-5030-421.40-33	ENVELOPES	57.99	
136299		002107		01	11/30/2012	110-5030-421.40-33	FOLDERS/BINDER CLIPS/INDE	53.65	
136388		002257		01	11/30/2012	110-5030-421.40-33	SUPPLIES	117.47	
135953		002258		01	11/30/2012	110-6040-431.40-33	SUPPLIES	8.73	
136301		002260		01	11/30/2012	110-6040-431.40-33	SUPPLIES	2.67	
136205		002262		01	11/30/2012	110-6040-431.40-33	SUPPLIES	22.02	
136254		002264		01	11/30/2012	110-6040-431.40-33	SUPPLIES	19.82	
135953		002259		01	11/30/2012	510-6050-501.40-33	SUPPLIES	8.73	
136301		002261		01	11/30/2012	510-6050-501.40-33	SUPPLIES	2.68	
136205		002263		01	11/30/2012	510-6050-501.40-33	SUPPLIES	22.02	
136254		002265		01	11/30/2012	510-6050-501.40-33	SUPPLIES	19.81	
							VENDOR TOTAL *	478.97	
0004668	00	WEST TOWN REFRIGERATION							
114975		002116		01	11/30/2012	110-5030-421.30-98	MONTHLY MAINT FEE	525.00	
							VENDOR TOTAL *	525.00	
0015020	00	WHITE KNIGHT DETAIL							
5234		002136		01	11/30/2012	110-6047-512.50-02	DETAILING SVCS/E-19	90.00	
							VENDOR TOTAL *	90.00	
0000583	00	ZEP SALES & SERVICE							
30501842		002123		01	11/30/2012	110-6046-418.40-24	SUPPLIES	201.82	
							VENDOR TOTAL *	201.82	
0009183	00	303 TAXI							
19879		001859		01	11/30/2012	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	3,924.00	
19879		001860		01	11/30/2012	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	467.20	
							VENDOR TOTAL *	4,391.20	
							HAND ISSUED TOTAL ***		3,669.48
							TOTAL EXPENDITURES ****	793,057.85	3,669.48
							GRAND TOTAL **********		796,727.33

PROCLAMATION
NATIONAL DRUNK AND DRUGGED DRIVING (3D) PREVENTION MONTH
December 2012

WHEREAS, motor vehicle crashes killed 918 people in Illinois during 2011; and

WHEREAS, hundreds of those deaths involved a driver impaired by alcohol and/or drugs; and

WHEREAS, the December holiday season is traditionally one of the most deadly times of the year for impaired driving; and

WHEREAS, for thousands of families across the state and the nation, holidays are a time to remember loved ones lost; and

WHEREAS, organizations across the state and the nation are joined with the Drive Sober or Get Pulled Over and other campaigns that foster public awareness of the dangers of impaired driving and anti-impaired driving law enforcement efforts; and

WHEREAS, the City of Elmhurst is proud to partner with the Illinois Department of Transportation's Division of Traffic Safety and other traffic safety groups in that effort to make our roads and streets safer;

NOW, THEREFORE, I, PATTY SPENCER, CITY CLERK OF THE CITY OF ELMHURST, do hereby proclaim December 2012 as

DRUNK AND DRUGGED DRIVING (3D) PREVENTION MONTH

in the City of Elmhurst and do hereby call upon all citizens, government, agencies, business leaders, hospitals and health care providers, schools, and public and private institutions to promote awareness of the impaired driving problem, to support programs and policies to reduce the incidence of impaired driving, and to promote safer and healthier behaviors regarding the use of alcohol and other drugs this December holiday season and throughout the year.

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
JAMES A. GRABOWSKI
CITY MANAGER

November 26, 2012

TO: Mayor DiCianni and Members of the City Council

RE: **St. Charles Road LAFO Improvements Design Engineering Services Proposal**

The Public Works and Building Committee met on Monday, November 26, 2012 to discuss a proposal received from TranSystems Corporation for professional engineering services for design of a Local Agency Functional Overlay (LAFO) project along St. Charles Road from IL Route 83 to Spring Road.

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 roadway and a 3" overlay with asphalt.

TranSystems assisted the City in the preparation of Federal STP funding application. This project received $352,800 in Federal STP funding for construction through the DuPage Mayors and Managers Conference (DMMC). The total estimated cost for construction is $504,000. The City of Elmhurst will need to complete Phase I and II engineering in accordance with Illinois Department of Transportation procedures for Federal-Aid projects.

Design engineering services will include the preparation of contract plans, specifications and cost estimates for a June 2013 contract letting through IDOT. The work shall be prepared in accordance with IDOT requirements for LAFO projects including obtaining LAFO approval. The plans and specifications will provide sufficient guidance to the contractor necessary to bid the project, provide the contractor with geometric layout requirements to allow the contractor to establish controls during construction, and include sufficient details for completing the street resurfacing. The plans will be reviewed by the City and IDOT. Coordination with IDOT and FHWA will also be required.

TranSystems has proposed to do this work on a cost plus fixed fee basis with a total cost not to exceed $37,104.19. See attached proposal for consultant services and fees. These rates are consistent with fees for professional services on similar projects. TranSystems has completed similar work for the City in the past on numerous City projects in a satisfactory and professional manner. Monies for this project have been provided in the FY 2012/13 Budget, Account Number 110-6041-432-80-15, in the amount of $45,000.

cc: P.W. and Bldg. Comm.

Copies To All Elected Officials
11/29/2012
11/29/2012

It is, therefore, the recommendation of the Public Works and Building Committee that the Design Engineering Services Proposal from TranSystems Corporation for the York Street LAFO Improvements in the amount not to exceed $37,104.19, be accepted, and that the City attorney be authorized to prepare a resolution approving a contract with TranSystems Corporation.

Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE

Jim Kennedy, Chairman

Bob Dunn, Vice Chairman

Chris Healy

Diane Gutenkauf

TranSystems

1475 East Woodfield Road
Suite 600
Schaumburg, IL 60173-5440
Tel 847-605-9600
Fax 847-605-9610

www.transystems.com

October 25, 2012

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

Attention: Ms. Cori Tiberi, PE
City Engineer

Reference: St. Charles Road (FAU 1397) LAFO Improvements
IL Route 83 (FAP 0344) to Spring Road (FAU 2672)
Design Engineering Services

Dear Ms. Tiberi,

We are pleased to submit for your processing two copies of our Design Engineering Services Agreement package for the St. Charles Road project. The following items have been included with the submittal:

- Exhibit A - Scope of Engineering Services
- Exhibit B - Cost Estimate of Consultant Services (Not to exceed amount)

If you have any questions, please contact me at 847.407.5271 or tsbright@transystems.com.

Very truly yours,

TranSystems

Todd S. Bright

Todd S. Bright, PE

Enclosures

AGREEMENT BETWEEN THE CITY OF ELMHURST
AND TRANSYSTEMS,
FOR PROFESSIONAL CONSULTING SERVICES
CITY PROJECT NO. _____

THIS AGREEMENT is made this _____ day of _____, 2012, between the City of Elmhurst, an Illinois municipal corporation with offices at 209 North York Street, Elmhurst, DuPage County, Illinois (the "City") and TranSystems, a Missouri corporation, licensed to do business in the State of Illinois, with offices at 1475 East Woodfield Road, Suite 600, Cook County, Schaumburg, Illinois (the "Consultant").

WITNESSETH:

WHEREAS, the City requires professional consulting services for **St. Charles Road LAFO Improvements** (the "Project"); and

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

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

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

Section 1: **Scope of Services.**

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

B. Any project site visits which the Consultant may be required to make as part of the scope of services, during construction of the Project or installation of equipment or furnishings for the Project, shall not make the Consultant responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor's failure to perform its work in accordance with the contract documents.

Section 2: **Notice to Proceed.**

A. Authorization to proceed with services described in Exhibit "A" shall be given on behalf of the City by the Director of Public Works (the "Director") in the form of a written Notice to Proceed, following approval of this Agreement by the City Council.

B. In addition to the Notice to Proceed, the Director or the Director's designee may, on behalf of the City, approve, deny, receive, accept or reject any submission, notices or invoices from or by the Consultant as provided in this Agreement.

C. The Consultant shall not perform work under this Agreement during the time that the City is performing its review of any submittal unless specifically directed to do so by the Director. The Director will issue a notice to resume work upon completion and approval of any submittals by the Consultant.

Section 3: **Technical Sub-Consultants.**

A. The prior written approval of the City shall be required before the Consultant hires any technical sub-consultants to complete tasks ordered by the City, which consent shall not be unreasonably withheld.

B. Any sub-consultant hired by the Consultant shall be supervised by the Consultant, and the Consultant shall be solely responsible for any and all work performed by such sub-consultant in the same manner and with the same liability as if the work was performed by the Consultant.

C. The City shall be named as a third-party beneficiary of any agreement between the Consultant and any sub-consultant.

Section 4: **Time for Performance.**

A. The Consultant shall commence work within five (5) business days after the City issues its Notice to Proceed. The City shall have no obligation or liability to pay the Consultant for any work performed before the date of the Notice to Proceed, unless otherwise agreed by the parties in writing.

B. Unless otherwise defined in the Scope of Services, the Consultant shall submit a schedule for completion of the Project within ten (10) days after the written Notice to Proceed, which schedule shall be subject to the approval of the City. All services hereunder shall be completed by **August 31, 2013**, unless the term of this Agreement is extended in accordance with Paragraph D below.

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

D. If the Consultant is delayed at any time in the progress of the work by any act or neglect of the City, or by any employee of the City, or by changes ordered by the City, or by any other causes beyond the Consultant's control, then the sole remedy shall be an extension of time for completion. Such extension shall be that

which is determined by the City in writing, after consultation with the Consultant.

Section 5: **Compensation.**

A. The City shall pay the Consultant for services rendered only in accordance with the provisions of this Agreement.

B. For work performed, the City shall pay a not to exceed cost of **$37,104.19** for the scope of basic services set forth in Exhibit "A" attached hereto.

C. If the City requires changes in the services set forth in Exhibit "A" attached hereto, or to the plans, specifications or other documents prepared by the Consultant as part of its scope of services, the Consultant shall make such changes as additional services. The City shall pay for such additional services in accordance with the hourly rates for Consultant's staff as set forth in Exhibit "B", which is attached to this Agreement and made a part hereof. In addition, the City shall extend the completion date as required for completion of the additional work by the Consultant.

D. The City shall pay the Consultant's direct reimbursable expenses in accordance with the charges enumerated in Exhibit "B", which is attached to this Agreement and made a part hereof, on an actual cost basis, without any added markup.

1. For all direct expenses totaling more than $25.00, the Consultant shall include copies of receipts from suppliers for expendable materials with its invoice to the City.

2. Consultant shall not include computer as direct reimbursable expenses.

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

E. The Consultant shall submit to the City, on a monthly basis, its invoices for services rendered and allowable reimbursable expenses. Each such invoice shall summarize the tasks performed, the budgeted hours and fees charged for the pay period per task, the actual hours and amount spent during the pay period per task, personnel utilized per task, and the percentage completed per task.

F. Upon receipt, review and approval of properly documented invoices, the City shall pay to the Consultant the amounts invoiced, less one per cent (1%) retainage, provided that the amount invoiced, together with the amounts of previous partial payments, does not exceed the total compensation specified in this Agreement. The City may not deny a properly documented claim for compensation, in whole or in part, without cause.

G. Upon completion of the work by the Consultant, delivery of all plans, specifications or other documents to be prepared by the Consultant pursuant to the scope of services set forth in Exhibit "A" attached hereto, and acceptance thereof by the City, the City shall make the final payment to the Consultant.

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

Section 6: **Insurance.**

A. The Consultant shall obtain and maintain throughout the term of this Agreement, at its sole expense, insurance coverage as specified herein, and shall provide the City with certificates of insurance as evidence of the required coverage before the City issues its written notice to proceed. Such insurance coverage shall include the following:

1. Worker's Compensation Insurance in the required statutory amounts.

2. Employer's Liability Insurance in an amount not less than $500,000.00 for each accident/injury and $500,000.00 for each employee/disease.

3. Commercial (Comprehensive) Liability Insurance (including contractual liability), with limits of not less than $1,000,000.00 per occurrence for bodily injury and property damage combined single limit, and $2,000,000.00 excess liability coverage annual aggregate personal injury/property damage combined single limit.

4. Commercial (Comprehensive) Automobile Liability Insurance, with minimum limits of at least $1,000,000.00 for any one person and $2,000,000.00 for any one occurrence of bodily injury or property damage in the aggregate annually.

5. Professional Errors and Omissions Insurance with minimum limits of not less than $1,000,000.00.

B. The insurance required shall be provided by an insurance company acceptable to the City, which company shall be licensed to do business in the State of Illinois, and shall be rated no less than A+ by A.M. Best and Company.

C. The certificate of insurance submitted to the City by the Consultant shall specifically provide that the specified coverage will not be canceled or modified without at least thirty (30) days prior written notice to the City.

D. The Consultant's general auto and professional liability policies, as required

herein, shall name the City, its officers, employees and agents, as additional insured parties.

Section 7: **Indemnification.**

A. To the fullest extent permitted by law, the Consultant shall indemnify, hold harmless, protect and defend the City, its officers, employees and agents, from and against any and all liability, claims, damages, losses, suits, demands, proceedings and actions, including attorneys' fees, costs and expenses of defense, which may arise from, grow out of, result from or be related directly or indirectly to any loss, damage, injury, death or damage to property resulting from the performance of services of the Consultant or any sub-consultant under this Agreement, or from any negligent or willful acts, errors or omissions in the performance of services of the Consultant or any sub-consultant hereunder, or from any breach of the Consultant's obligations or any material default by the Consultant hereunder.

B. Nothing contained herein shall be construed as prohibiting the City, its officers, employees or agents from defending, through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings or actions brought against them. The City's participation in its defense shall not remove the Consultant's duty to indemnify, defend and hold the City harmless as set forth herein.

C. Any indemnity as provided in this Agreement shall not be limited by reason of the enumeration of insurance coverage herein provided.

D. The Consultant's indemnification of the City shall survive the termination or expiration of this Agreement.

E. The City agrees to include in any construction contract let for work designed by the Consultant, a provision requiring the contractor to indemnify and hold harmless the City, the Consultant, and their respective officers, agents and employees, from any liability arising from the Project.

Section 8: **Standard of Performance.**

A. The Consultant, its employees and any sub-consultants shall exercise reasonable skill, care and diligence in the performance of the services required under this Agreement in accordance with customarily accepted good professional practice for their respective professions. Such performance shall be to the satisfaction of the City, and shall meet or exceed the quality and standards commonly accepted in the industry.

B. All services provided by the Consultant shall be performed in a reasonably prompt manner. The Consultant shall perform all duties and services and make

all decisions called for hereunder promptly and without unreasonable delay, and shall give the Project such priority in its office as is necessary to cause its services hereunder to be timely and properly performed.

C. If any errors, omissions or acts, intentional or negligent, are made by the Consultant or any sub-consultant, in any phase of the work, the correction of which requires additional field or office work, the Consultant shall be required to perform such additional work as may be necessary to remedy same without undue delay and without any cost to the City.

D. Acceptance of the work by the City shall not relieve the Consultant of its responsibility for the quality of its work, or for its liability for loss or damage resulting there from.

Section 9: **Conflict of Interest**

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

Section 10: **Ownership of Documents.**

A. The Consultant agrees that all survey data, reports, drafting, studies, specifications, estimates, maps, computations and all other documents prepared for the City under the terms of this Agreement shall be properly arranged, indexed and delivered to the City.

B. The documents and materials made or maintained by the Consultant under this Agreement shall be and will remain the property of the City, and the City shall have the right to use same without restriction or limitation and without compensation to the Consultant other than as provided for in this Agreement.

C. The City acknowledges that the use of information that becomes the property of the City pursuant to Paragraph B hereof, for purposes other than those contemplated in this Agreement, shall be at the City's sole risk.

D. The Consultant may, at its sole cost and expense, reproduce and maintain copies of documents made or maintained by it under this Agreement.

Section 11: **Compliance with Laws.**

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

B. The Consultant and any sub-consultants shall not discriminate against any

worker, job applicant, employee, or member of the public, because of race, creed, color, sex, age, handicap, or national origin, and shall not otherwise commit any unfair employment practice. The Consultant shall comply with all provisions of the Illinois Human Rights Act, as amended (775 ILCS 5/101, et seq.), and with all rules and regulations of the Illinois Department of Human Rights.

C. The Consultant, by its signature on this Agreement, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code (30 ILCS 500/1-1, et seq.); and further certifies that it has not been barred from contracting with a unit of State or local government as a result of any violation of Sections 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3, 33E-4).

Section 12: **Modification or Amendment.**

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

Section 13: **Term of this Agreement.**

A. The term of this Agreement shall begin on the date the Agreement is fully executed by both parties, and shall continue in full force and effect until the earlier of the following occurs:

1. The termination of this Agreement in accordance with the terms of Section 14 hereof; or

2. **August 31, 2013**, or any new date for completion of the work hereunder to which the parties may agree in writing; or

3. The completion by the Consultant and the City of their respective obligations under this Agreement, in the event such completion occurs before the completion date, as stated in Subparagraph 2 of this Paragraph.

B. The Consultant shall not perform any work under this Agreement after the expiration date, as determined in accordance with Paragraph A of this Section, and the City shall have no obligation or liability to pay the Consultant for any work performed after the Agreement's expiration or termination.

Section 14: **Termination.**

A. Except as set forth in this Agreement, either party shall have the right to terminate this Agreement for any cause or for no cause, upon seven (7) days written notice to the other party; provided that in the event of the Consultant's insolvency, bankruptcy or receivership, this Agreement shall be terminated immediately upon receipt of notice thereof.

B. Upon any termination of this Agreement, all data, work product, reports and documents produced under this Agreement shall become the property of the City, and such documents shall be delivered to the City within fourteen (14) days of such termination.

C. Upon any termination of this Agreement, the City's liability to the Consultant shall be limited to payment of the Consultant's fees for work which was satisfactorily performed to the date of termination and any reimbursable expenses incurred up to the date of termination. Upon such termination, the City shall have no further obligation or liability for compensation of any expenses, fees or costs of the Consultant hereunder, except as provided in Paragraph D hereof.

D. In the event of any termination hereunder, the Consultant shall consent to the City's selection of another consultant of the City's choice to assist the City in any way in completing the Project. The Consultant further agrees to cooperate by providing any information requested by the City in connection with completion of the Project. Any services provided by the Consultant which are requested by the City after termination shall be compensated in accordance with the schedule of hourly fees and reimbursable expenses set forth, respectively, in Exhibit "B" attached hereto.

Section 15: Consultant as Independent Contractor.

A. The relationship of the Consultant and any sub-consultants to the City is that of independent contractor, and nothing in this Agreement is intended or to be construed to create an agency, employment, or joint venture relationship, or any other relationship which could allow the City to exercise control or direction over the manner or method by which the Consultant or its sub-consultants provide services hereunder.

B. The Consultant warrants that all personnel provided by it with respect to the Project shall be employees of the Consultant. At all times during the course of performing services hereunder, the Consultant's employees shall be and remain employees of the Consultant and not employees of the City. The Consultant, and not the City, shall be solely and exclusively responsible to pay wages; salaries; pensions; overtime, holiday, sick and vacation pay; federal and state withholding and unemployment taxes; FICA; Social Security; Medicare; health, accident and life insurance; or any other claim, obligation, demand, tax, benefit, wage or other payroll-related expense or penalty that may occur under local, state or federal law. The Consultant shall defend, indemnify and hold the City harmless from any and all claims, demands, judgments and awards for such items and any other employment obligations for the Consultant's employees provided by it with respect to the Project. Such employees shall be deemed in all respects and at all times to be the employees of the Consultant and not of the City. The Consultant shall also have the sole obligation to make or cause to be made payments which

may be due under the Worker's Compensation Act (820 ILCS 305/1, et seq.), and to meet any and all other obligations which an employer may have under local, state and federal laws. The Consultant expressly waives any right or claim it might have, including those set forth in the Worker's Compensation Act, and especially those set forth in 305/1(a) (4) thereof, to recover from the City any worker's compensation claims, attorneys' fees, expenses or other costs on account of any injury or worker's compensation claim made by any employee of the Consultant providing services pursuant to this Agreement.

Section 16: **Entire Agreement.**

A. This Agreement, including all matters incorporated herein, contains the entire agreement between the parties, and supersedes any and all other prior or contemporaneous agreements, covenants, warranties, representations, promises, conditions, or understandings, whether oral or written, which are related to the Consultant's services for the Project other than those contained herein.

B. In the event of any conflict between the terms and conditions of this Agreement and terms and conditions found in any attachment hereto, the terms and conditions of this Agreement shall prevail.

Section 17: **Assignment.**

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

Section 18: **Severability.**

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

Section 19: **Governing Law.**

A. This Agreement shall be governed by the laws of the State of Illinois as to interpretation, performance and enforcement.

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

Section 20: **Notices.**

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

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

TranSystems
Attention: Mr. Todd S. Bright
1475 East Woodfield Road, Suite 600
Schaumburg, IL 60173-5440

Section 21: **Failure to Enforce Breach Not a Waiver.**

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

Section 22: **Force Majeure.**

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

Section 23: **Access to Property.**

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

performance of the work which necessitated such access, and the Consultant shall have no claim to compensation for any work excused under this provision.

Section 24: **Counterparts.**

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

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

CITY OF ELMHURST

By: _____
Its Mayor

Attest: _____
Its City Clerk

Todd S. Bright

By: _____
Its Vice President

Attest: _____

bvo
Consulting services agree.doc

TranSystems

1475 East Woodfield Road
Suite 600
Schaumburg, IL 60173-5440
Tel 847 605 9600
Fax 847 605 9610

www.transystems.com

October 25, 2012
St. Charles Road (FAU 1397) from IL Route 83 to Spring Road
Phase 1 & 2 Engineering
City of Elmhurst

EXHIBIT A – SCOPE OF ENGINEERING SERVICES

Project Description

This project involves preparing construction plans and specifications for the Local Agency Functional Overlay (LAFO) project along St. Charles Road from IL Route 83 to Spring Road in the City of Elmhurst, a distance of approximately 2,300 feet (0.44 miles).

Project Scope of Work:

The scope of work includes milling and 3 inch overlay of this roadway section. It will also involve removing and replacing deteriorated portions of curb and gutter and sidewalks, replacing sidewalk in compliance with ADA requirements. Areas of extensive deteriorated pavement will be patched after the milling and before the overlay is constructed. Structure adjustments or reconstruction as well as parkway restoration will be performed.

TranSystems will prepare the contract plans, specifications, and cost estimates for a June 2013 contract letting through IDOT. The work shall be prepared in accordance with IDOT requirements for LAFO projects including obtaining LAFO approval. The plans and specifications will provide sufficient guidance to the contractor necessary to bid the project, provide the contractor with geometric layout requirements to allow the contractor to establish controls during construction, and include sufficient details for completing the street resurfacing. The plans will be reviewed by the City and IDOT. Coordination with IDOT and FHWA will also be required.

Scope of Engineering Services:

1. Project Coordination and Data Collection

   - Kick-off meeting to discuss project scope, and obtain electronic files as available from the City containing pavement information, centerline and stationing, utility data, striping, and geometrics for the project limits.
   - Prepare LAFO form (BLR 46300) and submit to IDOT for approval.
   - Conduct pre-final plan review meetings with the City and IDOT to discuss plan comments.
   - Prepare Project Program Information Form (PPI) and submit to DuPage Mayors and Managers Conference and IDOT.

2. Infrastructure Condition Identification

- Conduct a site inspection with City staff to identify locations of pavement patching, concrete curb and gutter repair, sidewalk repair, and drainage structure adjustment/reconstruction.

- No soil borings or pavement cores will be obtained since the purpose of the project is to resurface the roadway to keep the pavement section in serviceable condition.

3. Topographic Survey

- Conduct a limited topographic survey to establish geometric control and centerline stationing, as well as obtain locations of utility structures. Also document the location of existing pavement markings and detector loops.

- Plan sheets will be prepared using existing electronic plan files or aerial photographs from the City. A full topographic survey is not proposed. GIS data from the City will be utilized if available.

- Download the survey into Microstation cadd format and create base sheets at 1"=50' scale.

4. Contract Plans, Specifications, and Estimates (PS&E)

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

a.	Cover Sheet and Index of Sheets	1
b.	General Notes and Highway Standards	1
c.	Summary of Quantities	1
d.	Typical Sections	1
e.	Improvement Plans	1
f.	Construction Staging and Traffic Control	1
g.	Pavement Marking Plans	1
h.	IDOT Frame and Lids Adjustment Detail	1
i.	IDOT Pavement Patching for HMA Surfaced Pavement Detail	1
j.	IDOT Butt Joint and Bituminous Taper Detail	1
k.	IDOT Traffic Control and Protection Standards	1
l.	IDOT District One Typical Pavement Markings	1
m.	IDOT Pavement Marking Letters and Symbols Detail	1
n.	IDOT Arterial Road Information Sign	1
o.	IDOT Driveway Entrance Signing	1
p.	IDOT District 1 Detector Loop Installation	1
	TOTAL	16

- Conduct quantity take-offs and prepare estimate of construction cost based on current unit price data.

- Prepare specifications and contract documents based on IDOT standards.

- Submit plans and documents to the City and IDOT for review and comment.

5. Preparation of Final PS&E

- Based on comments received from the City and IDOT, prepare final contract plans, specifications, and estimates.

- Process final contract plans, documents, and agreements through IDOT for a contract letting.

Project Schedule

Notice to Proceed	December 3, 2012
LAFO Form Submittal	December 2012
Kick-off Mtg/PPI Submitted	December 2012
LAFO Approval	January 2013
Pre-Final Plans Submitted	January 25, 2013
PS&E Submitted	March 25, 2013
Letting	June 14, 2013

Assumptions:

1. Special waste testing will not be provided
2. Soil pH testing to be provided in Construction Service Engineering contract for LPC-663 form to be prepared during construction

EXHIBIT B

Illinois Department of Transportation

Cost Estimate of Consultant Services
(Direct Labor Multiple)

Firm	TranSystems
Route	St. Charles Road
Section	City of Elmhurst
County	DuPage
Job No.	2012
PTB & Item	Local STP

Date 10/25/12

Overhead Rate **151.34%**

Complexity Factor **0**

ITEM	MANHOURS (A)	PAYROLL (B)	(2.85+R) TIMES PAYROLL (C)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	TOTAL (C+D+E)	% OF GRAND TOTAL
1. Project Coordination	36	1,951.12	5,560.68	33.00		5,593.68	15.08%
2. Infastructure Condition	16	835.56	2,381.34	90.00		2,471.34	6.66%
3. Topographic Survey	60	1,600.34	4,560.96	180.00		4,740.96	12.78%
4. Pre-Final PS&E	140	5,598.92	15,956.94	302.60		16,259.54	43.82%
5. Final PS&E	68	2,721.78	7,757.07	281.60		8,038.67	21.67%
TOTALS	320	12,707.72	36,216.99	887.20	0.00	37,104.19	100.00%

Illinois Department of Transportation

Average Hourly Project Rates

Route	St. Charles Road
Section	City of Elmhurst
County	DuPage
Job No.	2012
PTB/Item	Local STP

Consultant TranSystems

Date 10/25/12

Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			1. Project Coordination			2. Infastructure Condition			3. Topographic Survey			4. Pre-Final PS&E			5. Final PS&E		
		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	4	1.25%	0.88	4	11.11%	7.78												
Senior Project Manager (Hwy/	$70.00	0																	
Project Manager (Highway)	$63.48	0																	
Construction Manager	$60.00	0																	
Chief Structural Engineer	$60.00	0																	
Noise & Air Quality Specialist	$60.00	0																	
Senior Project Engineer (Highv	$60.00	64	20.00%	12.00	16	44.44%	26.67	8	50.00%	30.00				28	20.00%	12.00	12	17.65%	10.59
Project Engineer (Highway)	$55.55	0																	
Design Engineer III (Highway)	$44.44	68	21.25%	9.44	16	44.44%	19.75	8	50.00%	22.22				28	20.00%	8.89	16	23.53%	10.46
Design Engineer II (Highway)	$36.12	44	13.75%	4.97										28	20.00%	7.22	16	23.53%	8.50
Design Engineer I (Highway)	$29.09	40	12.50%	3.64										28	20.00%	5.82	12	17.65%	5.13
Land Surveyor		0																	
Survey Crew Chief	$32.15	28	8.75%	2.81							28	46.67%	15.00						
Instrument Person	$32.15	0																	
Rodman	$20.67	28	8.75%	1.81							28	46.67%	9.65						
CADD Technician III	$30.31	44	13.75%	4.17							4	6.67%	2.02	28	20.00%	6.06	12	17.65%	5.35
CADD Technician II	$27.97	0																	
CADD Technician I	$24.02	0																	
Senior Administrator	$39.02	0																	
Administrative Assistant	$25.50	0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
TOTALS		320	100%	$39.71	36	100%	$54.20	16	100%	$52.22	60	100%	$26.67	140	100%	$39.99	68	100%	$40.03

TranSystems

St. Charles Road LAFO Improvements
IL Route 83 to Spring Road
City of Elmhurst

October 25, 2012

Direct Cost Summary

ITEM 1: Project Coordination and Data Collection						Outside Direct Cost	
1.) Mileage to meetings							
30 miles/mtg x	2 mtgs x	$	0.55	/mile		$ 33.00	
					Item 1 Total		**$ 33.00**
ITEM 2: Infrastructure Condition Identification						Outside Direct Cost	
1.) Vehicle Expense							
	2 days x	$	45.00	/day		$ 90.00	
					Item 2 Total		**$ 90.00**
ITEM 3: Topographic Survey						Outside Direct Cost	
1.) Vehicle Expense							
	4 days x	$	45.00	/day		$ 180.00	
					Item 3 Total		**$ 180.00**
ITEM 4: Pre-final PS&E						Outside Direct Cost	
1.) Xerox Copies (Specifications)							
150 sheets x	10 copies x	$	0.10	/copy		$ 150.00	
2.) Xerox Copies (Reduced Size Plans)							
16 sheets x	10 copies x	$	0.20	/copy		$ 32.00	
3.) Xerox Copies (full-size plans)							
16 sheets x	2 copies x	$	0.80	/copy		$ 25.60	
4.) Vehicle Expense (meetings, field checks)							
	1 day x	$	45.00	/day		$ 45.00	
5.) Overnight Deliveries							
	2 each x	$	25.00	/each		$ 50.00	
					Item 4 Total		**$ 302.60**
ITEM 5: Final PS&E						Outside Direct Cost	
1.) Xerox Copies (Specifications)							
150 sheets x	10 copies x	$	0.10	/copy		$ 150.00	
2.) Xerox Copies (Reduced Size Plans)							
16 sheets x	10 copies x	$	0.20	/copy		$ 32.00	
3.) Xerox Copies (full-size plans)							
16 sheets x	2 copies x	$	0.80	/copy		$ 25.60	
4.) Original Mylars							
2 sheets x	1 copies x	$	12.00	/copy		$ 24.00	
5.) Overnight Deliveries							
	2 each x	$	25.00	/each		$ 50.00	
					Item 4 Total		**$ 281.60**
TOTAL DIRECT COSTS							**$ 887.20**

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
JAMES A. GRABOWSKI
CITY MANAGER

November 26, 2012

TO: Mayor DiCianni III and Members of the City Council
RE: Bid, Four (4) Chevrolet (9C1) Caprice Police Interceptors

The Public Affairs and Safety Committee met on Monday, November 26, 2012 to discuss the purchase of four (4) Chevrolet Caprice Police Interceptor vehicles. Three (3) vehicles scheduled to be replaced (PD6, PD15, and PD19) in the FY12/13 budget and to replace one (1) Crown Vic Police Pursuit Vehicle (PD11) that was totaled in an accident.

The Fleet Department, with consideration of the City of Elmhurst's Sustainability Policy requirements to reduce dependence on carbon dioxide producing fossil fuels, will replace these vehicles with 2013 E-85 Chevrolet Caprice Interceptors. The City of Elmhurst participates in the State of Illinois, Central Management Service program. The State of Illinois, Central Management Services has awarded a competitively bid, joint purchase contract to Miles Chevrolet in Decatur, IL under contract PSD #4017159 for the supply of Chevrolet Caprice (9C1) Police Interceptors. The total cost for four (4) 2013 Chevrolet (9C1) Caprice Police Interceptors with the options required for Elmhurst's fleet is $106,688.

The total cost for four (4) 2013 Chevrolet Caprice Police Interceptor vehicles is $106,688 with a per unit cost of $26,177. The price reflects a trade-in allowance for former PD6 of $2,200, PD15 of $2,200, and PD19 of $2,200. Totaled vehicle number PD11 will be sold at the DuPage Mayors and Managers Auction in the spring of 2013. Funds have in the amount of $168,000 have been provided in the FY2012/2013 budget under the following account number 110-5030-421-80-06 for the purchase of vehicles. Delivery is 6 months after receipt of order.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Council approve the purchase of four (4) 2013 E-85 Chevrolet (9C1) Caprice Interceptors Vehicles, from Miles Chevrolet in Decatur, IL under contract PSD #4017159 to replace PD6, PD11, PD15, and PD19. It is also the recommendation of the Public Affairs and Safety Committee that the City Council authorize the disposal of former PD6, PD15, and PD19 and City Attorney be authorized to prepare the appropriate documents.

Respectfully submitted,

Patrick Wagner, Chairman

Paula Pezza, Vice Chairman

Michael Bram

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CITY OF ELMHURST

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ELMHURST, ILLINOIS 60126-2759
(630) 530-3000
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PETER "PETE" DICIANNI
MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
JAMES A. GRABOWSKI
CITY MANAGER

November 27, 2012

To: Mayor DiCianni and Members of the City Council

Re: Paperless Agenda System Hardware

The Finance, Council Affairs and Administrative Services Committee met November 26, 2012, to review the paperless agenda system hardware for Board Docs.

Board Docs will allow the City Council and staff to significantly improve the way they create and manage board packets, access information and conduct meetings. Currently, staff creates a paper packet and delivers it to the City Council at their homes.

Staff researched paperless agenda hardware and reviewed and tested a Microsoft Surface, Apple iPad, Acer Ultra Book Laptop and an Asus Slate Computer. Board Docs is a cloud-based solution that is supported by most mobile devices. In switching over to a paperless packet, staff recommends the standardization of equipment for use by the elected officials and staff at Council and Committee meetings. Based on the battery life, compatibility, portability, and versatility staff recommends the purchase of twenty laptop devices (approximately $500 each; $10,000 total). Purchase of a docking cart which secures, stores, and charges twenty laptops is also recommended ($2,500) in addition to upgrades to the City Hall wireless network (approximately $5,000). The total estimated cost for equipment is $17,500. A laptop will provide the best business experience to interface to Board Docs, the internet and for reading and creating business documents using Office 2010. Funds are available in the fiscal 2013 Information Technology budget in account 110-2008-413-80-31. 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 accept the proposal for twenty laptop devices and Office 2010, to provide access to the Board Docs paperless agenda system, and that the City Attorney be authorized to prepare the appropriate resolution.

FINANCE, COUNCIL AFFAIRS &
ADMINISTRATIVE SERVICES COMMITTEE
11-21-12

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Respectfully submitted,
FINANCE, COUNCIL AFFAIRS AND
ADMINISTRATIVE SERVICES
COMMITTEE

Stephen W. Hipskind, Chairman

Mark A. Mulliner

Kevin L. York, Vice Chairman

Scott M. Levin

PaperlessAgendaSystemHardware

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CITY MANAGER

November 27, 2012

To: Mayor DiCianni and Members of the City Council

Re: Real Estate Consultant Services

The Finance, Council Affairs and Administrative Services Committee met several times, most recently November 26, 2012, to review real estate consultant services provided by Van Slyke Enterprises, Inc.

As the City Council is aware, the City of Elmhurst has utilized the real estate consultant services of Mr. Charles R. Van Slyke, Jr., president of Van Slyke Enterprises, Inc., since February 1988. Mr. Van Slyke has consulted with the City Manager and City Council concerning matters relating to City property records, tax exempt status, matters relating to economic development and redevelopment of the City of Elmhurst, including but not limited to, real estate development and redevelopment and negotiations of leases, easements and the purchase and sale of property and all related matters on a project by project basis as directed. Mr. Van Slyke brings unique technical expertise relative to commercial real estate management, and efficiency and effectiveness in dealing with DuPage County relative to Elmhurst and County real estate issues. Mr. Van Slyke's extensive real estate experience has been utilized to assist with projects in the Mayor/Manager's office and in the Community Development Department.

The consultant agreement between Mr. Van Slyke and the City of Elmhurst has expired, and staff recommends entering into a new agreement with Van Slyke Enterprises, Inc. The Finance Committee reviewed the real estate consultant's responsibilities, and the number of hours worked in the recent past (849 in FY 2010, 908 in FY 2011 and 800 in FY 2012). The FY 2013 budget includes 900 hours, and 352 hours (39%) have been charged through the first five months. The 352 hours year-to-date have been used as follows: 44% or 155 hours for community property planning, 41% or 143 hours for the three existing TIF districts and 15% or 54 hours for the proposed TIF districts. It was the consensus of the Finance Committee that a consultant for real estate services provided the City with flexibility to use the services as needed, and that Mr. Van Slyke was well-qualified to provide that service. The Finance Committee also agreed on a cap of 900 hours annually (a decrease of 140 hours compared to the prior contract cap), a contract term of three years, and an hourly rate of $100 for the duration of the contract, which is the same rate as in the prior three year contract. After

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review and discussion, the Finance Committee concurred with staff recommendation to enter into a new agreement with Van Slyke Enterprises, Inc.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council direct the City Attorney to prepare a consultant agreement with Van Slyke Enterprises, Inc., for real estate consultant services as described above.

Respectfully submitted,
FINANCE, COUNCIL AFFAIRS AND
ADMINISTRATIVE SERVICES
COMMITTEE

Stephen W. Hipskind, Chairman

Mark A. Mulliner

Kevin L. York, Vice Chairman

Scott M. Levin

RealEstateConsultantReport2012

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JAMES A. GRABOWSKI
CITY MANAGER

November 27, 2012

To: Mayor DiCianni and Members of the City Council

Re: Consultant Agreement for Administrative Services

The Finance, Council Affairs and Administrative Services Committee met several times, most recently November 26, 2012, to review consultant services provided by Ken Bartels Consulting for certain administrative services.

As the City Council is aware, the City of Elmhurst has utilized the consultant services of Ken Bartels Consulting since September 2009. Specific areas of responsibility for consulting services are enhanced communication to the community, fundraising for the Elmhurst Historical Museum and economic development. Mr. Bartels has assisted the Elmhurst Historical Museum and the Elmhurst Heritage Foundation with developing a multi-faceted approach to fundraising, has created and co-hosts the "Elmhurst NOW" cable television program, and serves as liaison to the Elmhurst Economic Development Commission.

The consultant agreement between Mr. Bartels and the City of Elmhurst has expired, and staff recommends entering into a new agreement with Mr. Bartels. The Finance Committee reviewed the consultant responsibilities, and the number of hours worked in the recent past (297 hours in FY 2010, 495 hours in FY 2011 and 503 hours in 2012). The FY 2013 budget includes 550 hours, and 195 hours have been charged through the first five months. The 195 hours year-to-date have been used as follows: 35% or 68 hours for Elmhurst Historical Museum/Elmhurst Heritage Foundation assistance, 8% or 16 hours for communications assistance, and 57% or 111 hours for economic development. Staff recommends a contract term of three years, a cap of 500 hours annually (a decrease of 50 hours compared to budget and a decrease of 345 hours compared to the prior contract cap), and an hourly rate of $90 for the duration of the contract, which is the same rate as in the prior three year contract. After review and discussion, the Finance Committee concurred with staff recommendation to enter into a new agreement with Ken Bartels Consulting.

FINANCE, COUNCIL AFFAIRS &
ADMINISTRATIVE SERVICES COMMITTEE
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It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council direct the City Attorney to prepare a consultant agreement with Ken Bartels Consulting for administrative services as described above.

Respectfully submitted,
FINANCE, COUNCIL AFFAIRS AND ADMINISTRATIVE SERVICES COMMITTEE

Stephen W. Hipskind, Chairman

Mark A. Mulliner

Kevin L. York, Vice Chairman

Scott M. Levin

BartelsConsultantAgreementReport2012

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JAMES A. GRABOWSKI
CITY MANAGER

November 27, 2012

To: Mayor DiCianni and Members of the City Council

Re: Retirement Fund Service Credit for Out-of-State Service

The Finance, Council Affairs and Administrative Services Committee met November 26, 2012, to review a request to grant City of Elmhurst employee Gary L. Smith retirement fund service credit for out-of-state service.

Mr. Smith has been employed with the City of Elmhurst as Manager of Water/Wastewater since October 4, 2010. Prior to employment with the City, Mr. Smith worked for the City of Lawton, Oklahoma, for a period of three and one-half years, and participated in a public employee pension system for local governments of the State of Oklahoma. Since leaving the employment of the City of Lawton, Mr. Smith has received a refund of contributions and has irrevocably forfeited all rights to a benefit from the public pension system of the State of Oklahoma.

Mr. Smith now participates in the Illinois Municipal Retirement Fund (IMRF). IMRF provides for granting of out-of-state service credits of up to ten years provided the following conditions are met:

- The governing body (City of Elmhurst) must adopt an authorizing resolution.
- The member (Mr. Smith) must have irrevocably forfeited all benefits in the out-of-state system.
- The member must have completed two years of contributing service with the current IMRF governmental employer authorizing the out-of-state service.
- The member must pay IMRF contributions for each month of out-of-state service equal to 10% times the average monthly earnings for the first 24 months of reported earnings with the employer authorizing the out-of-state service.

During the employment interview process, Mr. Smith inquired about the IMRF out-of-state service provision and whether the City would consider such a request. The response was that, while there are no guarantees, the City has considered two requests for out-of-state service credits in the recent past (2006 and 2007), and both requests were granted.

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11/29/2012

To: Mayor DiCianni and Members of the City Council
Re: Retirement Fund Service Credit for Out-of-State Service

Mr. Smith respectfully requests granting of three and one-half years' service credit for his out-of-state service with the City of Lawton, Oklahoma. Mr. Smith has met the first two member conditions and is prepared to meet the IMRF contribution requirement if the City Council adopts an authorizing resolution. Mr. Smith has completed the employee portion of IMRF Form 6.33 Out-Of-State Credit Authorization, and IMRF has provided the estimated employee cost ($38,400) and the estimated employer cost ($54,691). The City cost will be amortized over a thirty year amortization period, and will be reflected in future employer contribution rates, the impact of which is estimated to be .03% in the first year. The City's 2013 contribution rate is 13.99%.

Mr. Smith is a committed City of Elmhurst employee. He has also purchased four years of military service credit with IMRF. Staff recommends authorizing the granting of service credits to Mr. Smith for his three and one-half years of out-of-state service with the City of Lawton, Oklahoma. 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 the appropriate resolution authorizing the granting of service credits for City of Elmhurst employee Gary L. Smith, for his out-of-state service with the City of Lawton, Oklahoma, in the amount of three and one-half years of service.

Respectfully submitted,
FINANCE, COUNCIL AFFAIRS AND
ADMINISTRATIVE SERVICES
COMMITTEE

Stephen W. Hipskind/mkc
Stephen W. Hipskind, Chairman

Mark A. Mulliner/mkc
Mark A. Mulliner

Kevin L. York/mkc
Kevin L. York, Vice Chairman

Scott M. Levin/mkc
Scott M. Levin

RetirementFundCreditSmith

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JAMES A. GRABOWSKI
CITY MANAGER

November 27, 2012

TO: Mayor DiCianni and Members of City Council

RE: Case Number 12 ZBA-04 /Nitti Re-Subdivision and Variation – 349 and 343 W. Montrose Avenue Request for resubdivision and variation to lot area for two existing single family lots to be resubdivided into two newly reconfigured lots, on property commonly known as 349 and 343 W. Montrose Avenue (PIN 06-11-126-005 and 006), said property being wholly located within the R2 Single Family Residence district.

The Development, Planning and Zoning Committee met on November 26, 2012 to review the Zoning & Planning Commission report dated November 14, 2012 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 requested resubdivision and lot area variations noting that the current lot areas will be the same as the proposed lot areas at 7,000 square feet each. The resulting reconfiguration of these two lots will be an enhancement to the future homeowners and the neighborhood as well. The two proposed new lots will have the same orientation and dimensions as the existing lot immediately to the north (50 wide by 140 deep facing Fairfield). The maximum lot coverage for these two lots, whether existing or proposed, is 2,100 square feet (30% of 7,000). Therefore, the proposed lot reconfiguration will not result in larger homes than would be the case if the Applicant built on the two existing lots.

After review, the Committee agreed with the findings of the Zoning Board of Appeals that the Applicant provided sufficient evidence to warrant the approval of the requested resubdivision with lot area variations; the Applicant's request meets all of the Standards for 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

Steven Morley /EWDW
Steven Morley, Chairman

Dannee Polomsky /EWDW
Dannee Polomsky, Vice-Chair

Norman Leader /EWDW
Norman Leader, Alderman, 2nd Ward

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O-65-2012

AN ORDINANCE AUTHORIZING THE SALE
BY AUCTION OF PERSONAL PROPERTY
OWNED BY THE CITY OF ELMHURST

WHEREAS, in the opinion of at least three-fourths of the corporate authorities of the City of Elmhurst, it is no longer necessary or useful to or for the best interests of the City of Elmhurst to retain ownership of the personal property hereinafter described, and

WHEREAS, it has been determined by the Mayor and Council of the City of Elmhurst to sell or dispose of said personal property.

NOW, THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the City Council of the City of Elmhurst, Du Page and Cook counties, Illinois as follows:

SECTION 1. In accordance with Section 11-76-4 of the Illinois Municipal Code (65ILCS 5/11-76-4), the Mayor and Council of the City of Elmhurst find that the personal property described as follows:

Vehicle	VIN Number
1992 GMC Jimmy 2-dr 4x4, black	1GKCT18Z7N0506420
2001 Chevrolet 1500 pick-up truck, red	2GCEC14W11Z159477 .

These vehicles now owned by the City of Elmhurst are no longer necessary or useful to the City of Elmhurst and the best interests of the City of Elmhurst will be serviced by their sale or disposal.

SECTION 2. The City Manager is hereby authorized and directed to sell or dispose of the aforementioned personal property now owned by the City of Elmhurst.

SECTION 3. Upon payment of the price determined by auction, the City Manager is hereby authorized and directed to convey and transfer title of the aforesaid personal property, to the successful bidder.

SECTION 4. This ordinance shall be in force and effect from and after its passage, by a vote of at least three-fourths of the corporate authorities, and approval in the manner provided by law.

Approved this _____ day of _____, 2012.

_____
, Mayor

Passed this _____ day of _____, 2012.

Ayes: _____ Nays: _____

_____
Patty Spencer, City Clerk

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance Authorizing the Sale By Auction and Disposal of Personal Property Owned by the City of Elmhurst

ORIGINATOR: James A. Grabowski, City Manager

DESCRIPTION OF SUBJECT MATTER:

The City of Elmhurst has been provided a 1992 GMC Jimmy 2-dr 4x4, black VIN: 1GKCT18Z7N0506420, and a 2001 Chevrolet 1500 pick-up truck, red VIN: 1GCEC14W11Z159477. These vehicles were seized from drivers under Article 36 Forfeiture for driving offenses. These vehicles serve no police or City purpose and should be declared surplus and auctioned by electronic means or disposed of, and the attached ordinance allows that process to be implemented.

O- 67 - 2012

AN ORDINANCE AUTHORIZING
THE PURCHASE OF ONE REPLACEMENT VEHICLE FOR
THE CITY OF ELMHURST PUBLIC WORKS DEPARTMENT AND
AUTHORIZING THE DISPOSAL OF ONE FORD F350 DUMP TRUCK

WHEREAS, the City of Elmhurst (hereinafter the "City") currently owns PW-77 being one (1) Ford F350 Dump truck (hereinafter the "Existing Vehicle"); and

WHEREAS, the Existing Vehicle is twelve (12) years old, has over 52,000 miles, and has extensive rust on the dump body; and

WHEREAS, in the opinion of a majority of the corporate authorities of the City it is advisable, necessary, and in the public interest that the City purchase one (1) 2013 Ford F450 4X4 with snow plow and tailgate salt spreader vehicle (hereinafter the "New Vehicle"), to be used by the City's Public Works Department, to replace the Existing Vehicle; and

WHEREAS, the Governmental Joint Purchasing Act (30 ILCS 525/00.01 *et seq.*) authorizes governmental units to purchase personal property, supplies, and services jointly with one or more other governmental units through a competitive bidding process; and

WHEREAS, there is currently a Suburban Purchasing Cooperative Joint Purchasing Program (hereinafter the "Program") available permitting communities to purchase competitively-priced

vehicles through the Program, thereby reducing the City's administrative costs for the processing of individual bids; and

WHEREAS, pursuant to the City's Municipal Code Section 3.20 entitled "Bidding and Contract Procedures", subparagraph (g), the City has ". . . the authority to join with other units of government in cooperative purchasing plans when the best interests of the City would be served thereby, and in the case of joint purchasing, the bid and proposal requirements hereinabove shall not apply"; and

WHEREAS, after consideration of the Program, a majority of the corporate authorities find it in the City's best interest to purchase through the Program the one (1) New Vehicle from Currie Motors of Frankfort, Illinois (hereinafter "Currie Motors"); and

WHEREAS, the total cost of the one (1) New Vehicle is Sixty-Four Thousand Three Hundred Seventy-Seven ($64,377.00) Dollars including trade-in; and

WHEREAS, pursuant to Section 11-76-4 of the Illinois Municipal Code (65 ILCS 5/11-76-4) the corporate authorities of the City are expressly authorized to sell personal property in such manner as they may designate with or without advertising the sale when, in the opinion of a majority of the corporate authorities then holding office, the personal property is no longer necessary or useful to the City; and

WHEREAS, the total cost of the New Vehicle from Currie Motors includes a trade-in allowance of Five Thousand Five Hundred ($5,500.00) Dollars for the Existing Vehicle; and

WHEREAS, in the opinion of a majority of the corporate authorities of the City it is advisable, necessary, and in the public interest that the City dispose of existing Unit PW-77 for a trade-in allowance from Currie Motors of Five Thousand Five Hundred ($5,500.00) Dollars.

NOW, THEREFORE, BE IT ORDAINED by the 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 Resolution.

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the City participate in the Program for the purchase of the New Vehicle.

Section 3: It is hereby determined that the City, after due negotiation and pursuant to the City's Municipal Code, Section 3.20 (g), has received a satisfactory proposal through the Program from Currie Motors for the City's purchase of the New Vehicle in the amount of Sixty-Four Thousand Three Hundred Seventy-Seven ($64,377.00) Dollars including trade-in.

Section 4: The corporate authorities of the City hereby authorize the trade-in of the Existing Vehicle for the trade-in allowance from Currie Motors of Five Thousand Five Hundred ($5,500.00) Dollars is reflected in the purchase price of the New Vehicle.

Section 5: The City Manager be and is hereby authorized and directed to execute, on behalf of the City of Elmhurst, a purchase order and/or all necessary forms, applications, requisitions, and other documents related to the purchase of the New Vehicle and disposal of the Existing Vehicle.

Section 6: This Ordinance shall be in full force and effect upon and after its passage and approval in the manner provided by law.

ADOPTED this _____ day of _____, 2012.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2012.

_____
, Mayor of the City of
Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,
this _____ day of _____, 2012.

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

COUNCIL ACTION SUMMARY

SUBJECT:

An ordinance authorizing the purchase by the City of Elmhurst of one (1) Ford F450 4X4 pickup with snow plow and tailgate salt spreader for the City's Public Works Department and authorizing the disposal of one(1) existing Ford F350 Pickup Truck.

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the Public Works and Building Committee, the City Attorney prepared an ordinance to authorize the City's purchase of one (1) Ford F450 4X4 with snow plow and tailgate salt spreader vehicle to replace the existing Unit PW-77, in the amount of Sixty-Four Thousand Three Hundred Seventy-Seven ($64,377.00) Dollars through the Suburban Purchasing Cooperative from Currie Motors of Frankfort, Illinois. This sum reflects the trade-in allowance of Five Thousand Five Hundred ($5,500.00) Dollars for the existing Ford F350 pickup truck.

O- 68 - 2012

**AN ORDINANCE AUTHORIZING
THE PURCHASE OF TWO REPLACEMENT VEHICLES FOR
THE CITY OF ELMHURST PUBLIC WORKS DEPARTMENT AND
AUTHORIZING THE DISPOSAL OF ONE 1999 FORD WINDSTAR MINIVAN
AND ONE 2000 FORD WINDSTAR MINIVAN**

WHEREAS, the City of Elmhurst (hereinafter the “City”) currently owns Unit E-18, which is a 1999 Ford Windstar Minivan, and Unit E-21, which is a 2000 Ford Windstar Minivan (hereinafter the “Existing Vehicles”); and

WHEREAS, said Existing Vehicles have been recalled by Ford multiple times for repairs to the rear axle tube, trailing arms, and front suspension and severe rusting has occurred at the uni-body attaching points; and

WHEREAS, in the opinion of a majority of the corporate authorities of the City of Elmhurst (hereinafter the "City"), it is advisable, necessary, and in the public interest that the City purchase two (2) Dodge Grand Caravan minivan vehicles (hereinafter the "New Vehicles"), to be used by the City's Public Works Department, to replace the Existing Vehicles; and

WHEREAS, the City authorized the advertisement of bids for the New Vehicles. Pursuant to the authorization a notice soliciting bids was published on September 13, 2012, in the *Elmhurst Independent* newspaper and Instructions to Bidders and bid forms were made available to prospective bidders; and

WHEREAS, the City also sent invitations to bid to four (4) area Dodge dealers for the New Vehicles; and

WHEREAS, sealed bids were accepted and opened on October 2, 2012; and

WHEREAS, the City received and evaluated bids from one (1) Dodge dealer; and

WHEREAS, the Public Works and Building Committee (hereinafter the "Committee") reviewed the bid received from Larry Roesch Dodge (hereinafter "Roesch") of Elmhurst, Illinois, and recommended the bid for the purchase of the New Vehicles; and

WHEREAS, the total cost of the two (2) New Vehicles is Thirty-Six Thousand Seven Hundred Fifty-Six ($36,756.00) Dollars, as follows:

Replacement Unit Number	Total Price (including trade)
E-18	$18,478.00
E-21	$18,278.00

; and

WHEREAS, pursuant to Section 11-76-4 of the Illinois Municipal Code (65 ILCS 5/11-76-4) the corporate authorities of the City are expressly authorized to sell personal property in such manner as they may designate with or without advertising the sale when, in the opinion of a majority of the corporate authorities then holding office, the personal property is no longer necessary or useful to the City; and

WHEREAS, in the opinion of a majority of the corporate authorities of the City it is advisable, necessary, and in the public interest that the City dispose of One (1) 1999 Ford Windstar Minivan, for a trade-in allowance from Roesch of Two Thousand Five Hundred ($2,500.00) Dollars, and One (1) 2000 Ford Windstar Minivan, for a trade-in allowance from Roesch of Two Thousand Seven Hundred ($2,700.00) Dollars; and

WHEREAS, Roesch has not been disqualified from bidding and its bid has met, without exception, all of the requirements of the bid specifications.

NOW, THEREFORE, BE IT ORDAINED by the 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 Resolution.

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the City purchases from Roesch:

1. One (1) new Dodge Caravan vehicle to replace the existing Unit E-18 for the amount of Eighteen Thousand Four Hundred Seventy-Eight ($18,478.00) Dollars. This sum reflects the trade-in allowance of Two Thousand Five Hundred ($2,500.00) Dollars for the disposal of the existing Unit E-18, a 1999 Ford Windstar Minivan.

2. One (1) new Dodge Caravan vehicle to replace the existing Unit E-21 for the amount of Eighteen Thousand Two Hundred Seventy-Eight ($18,278.00) Dollars. This sum reflects the trade-in allowance of Two Thousand Seven Hundred ($2,700.00) Dollars for the disposal of the existing Unit E-21, a 2000 Ford Windstar Minivan.

Section 3: It is hereby determined that the City has received a satisfactory bid from Roesch for the City's purchase of the New Vehicles and disposal of the Existing Vehicles.

Section 4: The corporate authorities of the City hereby authorize the trade-in of the Existing Vehicles.

Section 5: The City Manager be and is hereby authorized and directed to execute, on behalf of the City of Elmhurst, a purchase order and/or all necessary forms, applications,

requisitions, and other documents related to the purchase of the New Vehicles and disposal of the Existing Vehicles.

Section 6: This Resolution shall be in full force and effect upon and after its passage, approval and publication in the manner provided by law.

ADOPTED this _____ day of _____, 2012.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2012.

_____
, Mayor of the City of
Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,
this _____ day of _____, 2012.

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

COUNCIL ACTION SUMMARY

SUBJECT:

An ordinance authorizing the purchase of two replacement vehicles for the City of Elmhurst Public Works Department and authorizing the disposal of one 1999 Ford Windstar Minivan and one 2000 Ford Windstar Minivan

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the Public Works and Building Committee, the City Attorney prepared an ordinance to authorize the City's purchase of two (2) Dodge Grand Caravan vehicles to replace the existing Unit E-18 and E-21, in the amount of Thirty-Six Thousand Seven Hundred Fifty-Six ($36,756.00) Dollars from Larry Roesch Dodge of Elmhurst, Illinois. This sum reflects the trade-in allowance of Two Thousand Five Hundred ($2,500.00) Dollars for the 1999 Ford Windstar Minivan and Two Thousand Seven Hundred ($2,700.00) Dollars for the 2000 Ford Windstar Minivan.

O-69-2012

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE LICENSE AGREEMENT BY AND BETWEEN ELMHURST MASTERS COMPETITION CYCLING, INC. AND THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS

WHEREAS, the Elmhurst Masters Competition Cycling, Inc. ("Licensee") seeks to utilize that part of the public way commonly known as parts of Prospect Avenue, Elm Park Avenue, Grace Avenue, and Alexander Boulevard, City of Elmhurst, Illinois (the "Property"), for its 2013 Elmhurst Criterium Bicycle 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 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:

Section 1. That the Agreement, in a form substantially similar to the document 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.

Section 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.

Section 3. That this Ordinance shall be in full force and effect upon and after its passage and approval in the manner provided by law.

ADOPTED this ___ day of December 2012, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ___ day of December 2012.

_____
, Mayor of the City of Elmhurst,
DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,
this ____ day of December 2012.

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

EXHIBIT A

NON-EXCLUSIVE LICENSE AGREEMENT

Non-Exclusive License Agreement

This License Agreement ("License") is made and entered into on this day of December 2012, by and between the City of Elmhurst, Illinois, an Illinois municipal corporation (herein referred to as "Licensor") and Elmhurst Masters Competition Cycling, Inc., an Illinois not-for-profit corporation (herein referred to as "Licensee").

Licensee desires to enter onto public property owned by the Licensor commonly known as parts of Prospect Avenue, Elm Park Avenue, Grace Avenue, and Alexander Boulevard, Elmhurst, Illinois, as illustrated in Exhibit A attached hereto and made a part hereof (the "Property"), for the purpose of utilizing the Property for its 2013 Elmhurst Criterium Bicycle Race event (the "Event"), and the Licensor is willing to grant Licensee a 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 19, 2013, at 8:00 A.M. and ending July 19, 2013, at 9:00 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. Licensee and Users shall only use the Property between the hours of 8:00 A.M. and 9:00 P.M. 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. All detour, road closure, layout/staging plans and operational parameters shall be finalized only after ongoing consultation with, and the approval of, the Elmhurst Police, Fire, and Public Works Departments.

(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. Licensee shall remove all refuse generated by Users prior to the end of the Event.

(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 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 his contractors, 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 thirty (30) days prior to the Event, the Licensee shall furnish, or cause his 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 Two Million Dollars ($2,000,000.00) 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) TRAFFIC CONTROL. At the Licensor's sole discretion, Licensor shall provide adequate police personnel for the purpose of directing traffic in the vicinity of the Property throughout the License Term.

(8) ZONING. Nothing contained herein shall be construed as the Licensor's approval or granting of any zoning or license requirements, application or petition.

(9) REVOCATION. This License and any rights granted herein may be revoked by the Licensor at any time

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(10) 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.

LICENSOR

City of Elmhurst, an Illinois municipal corporation

By: _____
, Mayor

Attest: _____
Patty Spencer, City Clerk

LICENSEE

Elmhurst Masters Competition Cycling, Inc.

By:_____
J. Timothy Radcliff, President

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 December 2012, personally appeared _____ 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 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: _____

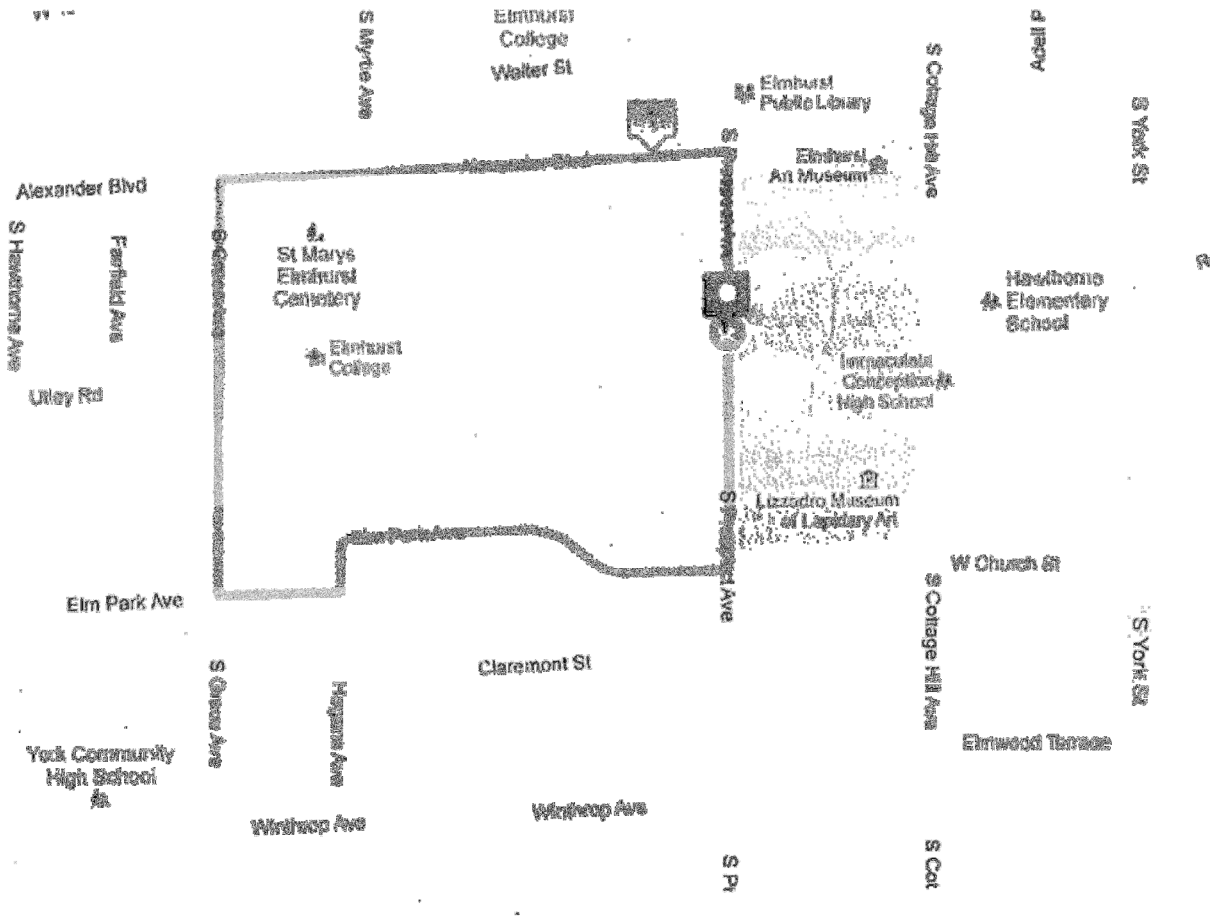
STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

On this ____ day of _____ 2012, 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: _____

Exhibit A


S York St
Adell P
S Cottage Hill Ave
Elmhurst Public Library
Elmhurst Art Museum
Hawthorne Elementary School
Immaculate Conception High School
Lizzadro Museum of Lapidary Art
W Church St
S Cottage Hill Ave
S York St
Elmwood Terrace
S Cot
S Pl
Elmhurst College
Walter St
S Myrtle Ave
Alexander Blvd
S Hawthorne Ave
Fairfield Ave
Utley Rd
St Marys Elmhurst Cemetery
Elmhurst College
Elm Park Ave
Claremont St
S Queen Ave
Hillside Ave
Winthrop Ave
Winthrop Ave
York Community High School

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance Approving and Authorizing the Execution of a Non-Exclusive License Agreement by and between Elmhurst Masters Competition Cycling, 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 Elmhurst Masters Competition Cycling, Inc. and the City of Elmhurst. The Agreement grants Elmhurst Masters Competition Cycling, Inc. a temporary non-exclusive license to use public property for its 2013 Elmhurst Criterium Bicycle 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.

O-70-2012

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2012, AND ENDING APRIL 30, 2013, IN AND FOR SPECIAL SERVICE AREA NUMBER FIVE OF THE CITY OF ELMHURST

BE IT AND IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELMHURST, DU PAGE AND COOK COUNTIES, ILLINOIS AS FOLLOWS:

SECTION 1. Findings. Special Service Area Number Five of the City of Elmhurst has been created by an Ordinance entitled:

"AN ORDINANCE ESTABLISHING SPECIAL SERVICE AREA NUMBER FIVE OF THE CITY OF ELMHURST"

adopted and effective October 6, 2003, no petition having been filed opposing the creation of the Special Service Area, pursuant to 35 ILCS Section 200/27-55. Said Special Service Area Number Five consists of the territory described in the ordinance aforesaid. The City of Elmhurst is now authorized to levy taxes for special services in said Special Service Area.

SECTION 2. That the total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year in Special Service Area Number Five is ascertained to be the sum of $43,570.

SECTION 3. That the following sums be, and the same hereby are, levied upon the taxable property, as defined in the Property Tax Code in Special Service Area Number Five of the City of Elmhurst, said tax to be levied for the fiscal year beginning May 1, 2012, and ending April 30, 2013.

	Amount Appropriated	Amount Payable From Other Sources	Amount To Be Raised By Tax Levy
CONTRACTUAL SERVICES			
Landscaping Maintenance	$ 9,000		$ 9,000
Professional Fees	1,850		1,850
Snow Removal	6,000		6,000
Postage	20		20
COMMODITIES			
Other Supplies	$ 100		$ 100

OTHER EXPENSES			
Other Expenses	$ 1,800		$ 1,800
CAPITAL OUTLAY			
Other Improvements	$ 5,000		$ 5,000
DEBT SERVICE			
Loan Payment-Fence/City	$19,800	_____	$19,800
Total	$43,570	- 0 -	$43,570

SECTION 4. This tax is levied pursuant to Article VII, Section 6A and 6L of the Constitution of the State of Illinois and 35 ILCS 200/27-5, et seq. and pursuant to an Ordinance Establishing Special Service Area Number Five of the City of Elmhurst.

SECTION 5. That there is hereby certified to the County Clerks of DuPage and Cook Counties, of Illinois, the sum aforesaid, constituting said total amount and the said total amount of $43,570, which said total amount the said Special Service Area Number Five of the City of Elmhurst requires to be raised by taxation for the current fiscal year of said City, and the City Clerk, of said City, is hereby ordered and directed to file with the County Clerks of said counties on or before the time required by law, a certified copy of this Ordinance.

SECTION 6. All ordinances or parts of ordinances in conflict with this ordinance are hereby amended to the extent of the conflict.

SECTION 7. This ordinance shall be in full force and effect after passage and publication according to law.

Approved this _____ day of _____, 2012.

_____
, Mayor

Passed this _____ day of _____, 2012

Ayes: _____ Nays: _____

_____
Patty Spencer, City Clerk
SSA#5TaxLevy

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2012 and Ending April 30, 2013, in and for Special Service Area Number Five of the City of Elmhurst

ORIGINATOR: City Attorney/Finance Department

DESCRIPTION OF SUBJECT MATTER:

The City of Elmhurst established Special Service Area Number Five (Virginia Lane Townhomes) on October 6, 2003.

The proposed tax levy for Special Service Area Number Five for the Fiscal Year beginning May 1, 2012 and ending April 30, 2013 is $43,570.

Enclosed for your consideration is An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2012 and Ending April 30, 2013, in and for Special Service Area Number Five of the City of Elmhurst.

O-71 -2012

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2012, AND ENDING APRIL 30, 2013, IN AND FOR SPECIAL SERVICE AREA NUMBER SIX OF THE CITY OF ELMHURST

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. Findings. Special Service Area Number Six of the City of Elmhurst has been created by an Ordinance entitled:

"AN ORDINANCE ESTABLISHING SPECIAL SERVICE AREA NUMBER SIX OF THE CITY OF ELMHURST"

adopted November 15, 2004 and effective as of November 16, 2004, no petition having been filed opposing the creation of the Special Service Area, pursuant to 35 ILCS Section 200/27-55. Said Special Service Area Number Six consists of the territory described in the ordinance aforesaid. The City of Elmhurst is now authorized to levy taxes for special services in said Special Service Area.

SECTION 2. That the total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year in Special Service Area Number Six is ascertained to be the sum of $167,308.

SECTION 3. That the following sums be, and the same hereby are, levied upon the taxable property, as defined in the Property Tax Code in Special Service Area Number Six of the City of Elmhurst, said tax to be levied for the fiscal year beginning May 1, 2012, and ending April 30, 2013:

	Amount Appropriated	Amount Payable From Other Sources	Amount To Be Raised By Tax Levy
Personal Services			
Salaries	$ 106,000		$ 106,000
Contractual Services			
Utilities	$ 4,000		4,000
Postage	1,500		1,500
Professional Fees	14,000		14,000
Telephone	6,000		6,000
Maintenance	1,700		1,700
Rent	19,000		19,000
Commodities			
Office Supplies	$ 10,500		$ 10,500

Other Expenses			
Advertising/Marketing	$ 222,500	$222,500	
Promotion/Special Events	138,500	138,500	
Public Relations/Member Services	46,000	46,000	
Insurance			
Insurance	$ 6,600	1,992	$ 4,608
Total	$ 576,300	$ 408,992	$ 167,308

Section 4. This tax is levied pursuant to Article VII, Section 6A and 6L of the Constitution of the State of Illinois and the Special Service Area Tax Act (35 ILCS 200/27-5 et. seq.) and pursuant to an Ordinance Establishing Special Service Area Number Six of the City of Elmhurst.

Section 5. That there is hereby certified to the County Clerks of DuPage and Cook Counties, of Illinois, the sum aforesaid, constituting said total amount and the said total amount of $167,308, which said total amount the said Special Service Area Number Six of the City of Elmhurst requires to be raised by taxation for the current fiscal year of said City , and the City Clerk, of said City, is hereby ordered and directed to file with the County Clerks of said counties on or before the time required by law, a certified copy of this Ordinance.

Section 6. All ordinances or parts of ordinances in conflict with this ordinance are hereby amended to the extent of the conflict.

Section 7. This ordinance shall be in full force and effect after passage and publication according to law.

Approved this _____ day of _____, 2012.

_____
, Mayor

Passed this _____ day of _____, 2012

Ayes: _____ Nays: _____

_____
Patty Spencer, City Clerk
SSA#6TaxLevy

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2012 and Ending April 30, 2013, in and for Special Service Area Number Six of the City of Elmhurst

ORIGINATOR: City Attorney/Finance Department

DESCRIPTION OF SUBJECT MATTER:

The City of Elmhurst established Special Service Area Number Six (Elmhurst City Centre – Downtown Marketing/Promotions) on November 16, 2004.

The proposed tax levy for Special Service Area Number Six for the Fiscal Year beginning May 1, 2012 and ending April 30, 2013 is $167,308.

Enclosed for your consideration is an Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2012 and Ending April 30, 2013, in and for Special Service Area Number Six of the City of Elmhurst.

O-72-2012

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2012, AND ENDING APRIL 30, 2013, IN AND FOR SPECIAL SERVICE AREA NUMBER SEVEN OF THE CITY OF ELMHURST

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. Findings. Special Service Area Number Seven of the City of Elmhurst has been created by an Ordinance entitled:

> "AN ORDINANCE ESTABLISHING SPECIAL SERVICE AREA NUMBER SEVEN OF THE CITY OF ELMHURST"

adopted November 15, 2004 and effective as of November 16, 2004, no petition having been filed opposing the creation of the Special Service Area, pursuant to 35 ILCS Section 200/27-55. Said Special Service Area Number Seven consists of the territory described in the ordinance aforesaid. The City of Elmhurst is now authorized to levy taxes for special services in said Special Service Area.

SECTION 2. That the total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year in Special Service Area Number Seven is ascertained to be the sum of $105,351.

SECTION 3. That the following sums be, and the same hereby are, levied upon the taxable property, as defined in the Property Tax Code in Special Service Area Number Seven of the City of Elmhurst, said tax to be levied for the fiscal year beginning May 1, 2012, and ending April 30, 2013:

	Amount Appropriated	Amount Payable From Other Sources	Amount To Be Raised By Tax Levy
Personal Services			
Salaries	$ 48,000		$ 48,000
Contractual Services			
Professional Fees	$ 6,600	$ 6,600	
Snow Removal	50,000	50,000	
Maintenance/Improvements	2,400	2,400	

Other Expenses			
Seasonal Decorations	$ 54,000	$ 54,000	$
Miscellaneous	1,000	1,000	
Plants and Maintenance	58,000	_____	57,351
Total	$ 220,000	$ 114,649	$105,351

Section 4. This tax is levied pursuant to Article VII, Section 6A and 6L of the Constitution of the State of Illinois and the Special Service Area Tax Act (35 ILCS 200/27-5 et. seq.) and pursuant to an Ordinance Establishing Special Service Area Number Seven of the City of Elmhurst.

Section 5. That there is hereby certified to the County Clerks of DuPage and Cook Counties, of Illinois, the sum aforesaid, constituting said total amount and the said total amount of $105,351, which said total amount the said Special Service Area Number Seven of the City of Elmhurst requires to be raised by taxation for the current fiscal year of said City , and the City Clerk, of said City, is hereby ordered and directed to file with the County Clerks of said counties on or before the time required by law, a certified copy of this Ordinance.

Section 6. All ordinances or parts of ordinances in conflict with this ordinance are hereby amended to the extent of the conflict.

Section 7. This ordinance shall be in full force and effect after passage and publication according to law.

Approved this _____ day of _____, 2012.

_____
, Mayor

Passed this _____ day of _____, 2012

Ayes: _____ Nays: _____

_____
Patty Spencer, City Clerk
SSA#7TaxLevy

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2012 and Ending April 30, 2013, in and for Special Service Area Number Seven of the City of Elmhurst

ORIGINATOR: City Attorney/Finance Department

DESCRIPTION OF SUBJECT MATTER:

The City of Elmhurst established Special Service Area Number Seven (Elmhurst City Centre – Downtown Services) on November 16, 2004.

The proposed tax levy for Special Service Area Number Seven for the Fiscal Year beginning May 1, 2012 and ending April 30, 2013 is $105,351.

Enclosed for your consideration is an Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2012 and Ending April 30, 2013, in and for Special Service Area Number Seven of the City of Elmhurst.

O-73-2012

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2012, AND ENDING APRIL 30, 2013, IN AND FOR SPECIAL SERVICE AREA NUMBER TEN OF THE CITY OF ELMHURST

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. Findings. Special Service Area Number Ten of the City of Elmhurst has been created by an Ordinance entitled:

"AN ORDINANCE ESTABLISHING SPECIAL SERVICE AREA NUMBER TEN OF THE CITY OF ELMHURST"

adopted and effective July 2, 2007, no petition having been filed opposing the creation of the Special Service Area, pursuant to 35 ILCS Section 200/27-55. Said Special Service Area Number Ten consists of the territory described in the ordinance aforesaid. The City of Elmhurst is now authorized to levy taxes for special services in said Special Service Area.

SECTION 2. That the total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year in Special Service Area Number Ten is ascertained to be the sum of $8,526.

SECTION 3. That the following sums be, and the same hereby are, levied upon the taxable property, as defined in the Property Tax Code in Special Service Area Number Ten of the City of Elmhurst, said tax to be levied for the fiscal year beginning May 1, 2012, and ending April 30, 2013.

	Amount Appropriated	Amount Payable From Other Sources	Amount To Be Raised By Tax Levy
DEBT SERVICE			
Repayment of Loan to Capital Improvement Fund	$ 8,526	-0-	$ 8,526
Total	$ 8,526	-0-	$ 8,526

SECTION 4. This tax is levied pursuant to Article VII, Section 6A and 6L of the Constitution of the State of Illinois and 35 ILCS 200/27-5, et seq. and pursuant to an Ordinance Establishing Special Service Area Number Ten of the City of Elmhurst.

SECTION 5. That there is hereby certified to the County Clerks of DuPage and Cook Counties, of Illinois, the sum aforesaid, constituting said total amount and the said total amount of $8,526, which said total amount the said Special Service Area Number Ten of the City of Elmhurst requires to be raised by taxation for the current fiscal year of said City, and the City Clerk, of said City, is hereby ordered and directed to file with the County Clerks of said counties on or before the time required by law, a certified copy of this Ordinance.

SECTION 6. All ordinances or parts of ordinances in conflict with this ordinance are hereby amended to the extent of the conflict.

SECTION 7. This ordinance shall be in full force and effect after passage and publication according to law.

Approved this _____ day of _____, 2012.

_____
, Mayor

Passed this _____ day of _____, 2012

Ayes: _____ Nays: _____

_____
Patty Spencer, City Clerk

SSA#10TaxLevy

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2012 and Ending April 30, 2013, in and for Special Service Area Number Ten of the City of Elmhurst

ORIGINATOR: City Attorney/Finance Department

DESCRIPTION OF SUBJECT MATTER:

The City of Elmhurst established Special Service Area Number Ten (Sidewalks, Belden Avenue Between West and Garden Avenues) on July 2, 2007.

The proposed tax levy for Special Service Area Number Ten for the Fiscal Year beginning May 1, 2012 and ending April 30, 2013 is $8,526.

Attached for your consideration is an Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2012 and Ending April 30, 2013, in and for Special Service Area Number Ten of the City of Elmhurst.

O-74-2012

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2012, AND ENDING APRIL 30, 2013, IN AND FOR SPECIAL SERVICE AREA NUMBER ELEVEN OF THE CITY OF ELMHURST

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. Findings. Special Service Area Number Eleven of the City of Elmhurst has been created by an Ordinance entitled:

"AN ORDINANCE ESTABLISHING SPECIAL SERVICE AREA NUMBER ELEVEN OF THE CITY OF ELMHURST"

adopted and effective December 15, 2008, no petition having been filed opposing the creation of the Special Service Area, pursuant to 35 ILCS Section 200/27-55. Said Special Service Area Number Eleven consists of the territory described in the ordinance aforesaid. The City of Elmhurst is now authorized to levy taxes for special services in said Special Service Area.

SECTION 2. That the total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year in Special Service Area Number Eleven is ascertained to be the sum of $3,329.

SECTION 3. That the following sums be, and the same hereby are, levied upon the taxable property, as defined in the Property Tax Code in Special Service Area Number Eleven of the City of Elmhurst, said tax to be levied for the fiscal year beginning May 1, 2012, and ending April 30, 2013.

	Amount Appropriated	Amount Payable From Other Sources	Amount To Be Raised By Tax Levy
DEBT SERVICE			
Repayment of Loan to Capital Improvement Fund	$ 3,329	-0-	$ 3,329
Total	$ 3,329	-0-	$ 3,329

SECTION 4. This tax is levied pursuant to Article VII, Section 6A and 6L of the Constitution of the State of Illinois and 35 ILCS 200/27-5, et seq. and pursuant to an Ordinance Establishing Special Service Area Number Eleven of the City of Elmhurst.

SECTION 5. That there is hereby certified to the County Clerks of DuPage and Cook Counties, of Illinois, the sum aforesaid, constituting said total amount and the said total amount of $3,329, which said total amount the said Special Service Area Number Eleven of the City of Elmhurst requires to be raised by taxation for the current fiscal year of said City, and the City Clerk, of said City, is hereby ordered and directed to file with the County Clerks of said counties on or before the time required by law, a certified copy of this Ordinance.

SECTION 6. All ordinances or parts of ordinances in conflict with this ordinance are hereby amended to the extent of the conflict.

SECTION 7. This ordinance shall be in full force and effect after passage and publication according to law.

Approved this _____ day of _____, 2012.

_____
, Mayor

Passed this _____ day of _____, 2012

Ayes: _____ Nays: _____

_____
Patty Spencer, City Clerk

SSA#11TaxLevy

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2012 and Ending April 30, 2013, in and for Special Service Area Number Eleven of the City of Elmhurst

ORIGINATOR: City Attorney/Finance Department

DESCRIPTION OF SUBJECT MATTER:

The City of Elmhurst established Special Service Area Number Eleven (Sidewalks, Willow Road Between Gladys and Crestview Avenues) on December 15, 2008.

The proposed tax levy for Special Service Area Number Eleven for the Fiscal Year beginning May 1, 2012 and ending April 30, 2013 is $3,329.

Enclosed for your consideration is an Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2012 and Ending April 30, 2013, in and for Special Service Area Number Eleven of the City of Elmhurst.

O-75-2012

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2012, AND ENDING APRIL 30, 2013, IN AND FOR SPECIAL SERVICE AREA NUMBER THIRTEEN OF THE CITY OF ELMHURST

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. Findings. Special Service Area Number Thirteen of the City of Elmhurst has been created by an Ordinance entitled:

"AN ORDINANCE ESTABLISHING SPECIAL SERVICE AREA NUMBER THIRTEEN OF THE CITY OF ELMHURST"

adopted and effective June 15, 2009, no petition having been filed opposing the creation of the Special Service Area, pursuant to 35 ILCS Section 200/27-55. Said Special Service Area Number Thirteen consists of the territory described in the ordinance aforesaid. The City of Elmhurst is now authorized to levy taxes for special services in said Special Service Area.

SECTION 2. That the total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year in Special Service Area Number Thirteen is ascertained to be the sum of $40,135.

SECTION 3. That the following sums be, and the same hereby are, levied upon the taxable property, as defined in the Property Tax Code in Special Service Area Number Thirteen of the City of Elmhurst, said tax to be levied for the fiscal year beginning May 1, 2012, and ending April 30, 2013.

	Amount Appropriated	Amount Payable From Other Sources	Amount To Be Raised By Tax Levy
DEBT SERVICE			
Repayment of Loan to Capital Improvement Fund	$ 40,135	-0-	$ 40,135
Total	$ 40,135	-0-	$ 40,135

SECTION 4. This tax is levied pursuant to Article VII, Section 6A and 6L of the Constitution of the State of Illinois and 35 ILCS 200/27-5, et seq. and pursuant to an Ordinance Establishing Special Service Area Number Thirteen of the City of Elmhurst.

SECTION 5. That there is hereby certified to the County Clerks of DuPage and Cook Counties, of Illinois, the sum aforesaid, constituting said total amount and the said total amount of $40,135, which said total amount the said Special Service Area Number Thirteen of the City of Elmhurst requires to be raised by taxation for the current fiscal year of said City, and the City Clerk, of said City, is hereby ordered and directed to file with the County Clerks of said counties on or before the time required by law, a certified copy of this Ordinance.

SECTION 6. All ordinances or parts of ordinances in conflict with this ordinance are hereby amended to the extent of the conflict.

SECTION 7. This ordinance shall be in full force and effect after passage and publication according to law.

Approved this _____ day of _____, 2012.

_____
, Mayor

Passed this _____ day of _____, 2012

Ayes: _____ Nays: _____

_____
Patty Spencer, City Clerk

SSA#13TaxLevy

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2012 and Ending April 30, 2013, in and for Special Service Area Number Thirteen of the City of Elmhurst

ORIGINATOR: City Attorney/Finance Department

DESCRIPTION OF SUBJECT MATTER:

The City of Elmhurst established Special Service Area Number Thirteen (Prospect Avenue Water and Sewer Infrastructure Improvements) on June 15, 2009.

The proposed tax levy for Special Service Area Number Thirteen for the Fiscal Year beginning May 1, 2012 and ending April 30, 2013 is $40,135.

Enclosed for your consideration is an Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2012 and Ending April 30, 2013, in and for Special Service Area Number Thirteen of the City of Elmhurst.

O-76-2012

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2012, AND ENDING APRIL 30, 2013, IN AND FOR SPECIAL SERVICE AREA NUMBER FOURTEEN OF THE CITY OF ELMHURST

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. Findings. Special Service Area Number Fourteen of the City of Elmhurst has been created by an Ordinance entitled:

"AN ORDINANCE ESTABLISHING SPECIAL SERVICE AREA NUMBER FOURTEEN (SPRING ROAD BUSINESS DISTRICT) OF THE CITY OF ELMHURST"

adopted and effective June 21, 2010, no petition having been filed opposing the creation of the Special Service Area, pursuant to 35 ILCS Section 200/27-55. Said Special Service Area Number Fourteen consists of the territory described in the ordinance aforesaid. The City of Elmhurst is now authorized to levy taxes for special services in said Special Service Area.

SECTION 2. That the total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year in Special Service Area Number Fourteen is ascertained to be the sum of $11,277.

SECTION 3. That the following sums be, and the same hereby are, levied upon the taxable property, as defined in the Property Tax Code in Special Service Area Number Fourteen of the City of Elmhurst, said tax to be levied for the fiscal year beginning May 1, 2012, and ending April 30, 2013.

	Amount Appropriated	Amount Payable From Other Sources	Amount To Be Raised By Tax Levy
DEBT SERVICE			
Repayment of Loan to Capital Improvement Fund	$ 11,277	-0-	$ 11,277
Total	$ 11,277	-0-	$ 11,277

SECTION 4. This tax is levied pursuant to Article VII, Section 6A and 6L of the Constitution of the State of Illinois and 35 ILCS 200/27-5, et seq. and pursuant to an Ordinance Establishing Special Service Area Number Fourteen of the City of Elmhurst.

SECTION 5. That there is hereby certified to the County Clerks of DuPage and Cook Counties, of Illinois, the sum aforesaid, constituting said total amount and the said total amount of $11,277, which said total amount the said Special Service Area Number Fourteen of the City of Elmhurst requires to be raised by taxation for the current fiscal year of said City, and the City Clerk, of said City, is hereby ordered and directed to file with the County Clerks of said counties on or before the time required by law, a certified copy of this Ordinance.

SECTION 6. All ordinances or parts of ordinances in conflict with this ordinance are hereby amended to the extent of the conflict.

SECTION 7. This ordinance shall be in full force and effect after passage and publication according to law.

Approved this _____ day of _____, 2012.

_____
, Mayor

Passed this _____ day of _____, 2012

Ayes: _____ Nays: _____

_____
Patty Spencer, City Clerk

SSA#14TaxLevy

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2012 and Ending April 30, 2013, in and for Special Service Area Number Fourteen of the City of Elmhurst

ORIGINATOR: City Attorney/Finance Department

DESCRIPTION OF SUBJECT MATTER:

The City of Elmhurst established Special Service Area Number Fourteen (Sidewalks, Spring Road Business District, east and west sides of Spring Road from Vallette Street to the Canadian national Railway ROW) on June 21, 2010.

The proposed tax levy for Special Service Area Number Fourteen for the Fiscal Year beginning May 1, 2012 and ending April 30, 2013 is $11,277.

Enclosed for your consideration is an Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2012 and Ending April 30, 2013, in and for Special Service Area Number Fourteen of the City of Elmhurst.

O-77-2012

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2012, AND ENDING APRIL 30, 2013, IN AND FOR SPECIAL SERVICE AREA NUMBER FIFTEEN OF THE CITY OF ELMHURST

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. Findings. Special Service Area Number Fifteen of the City of Elmhurst has been created by an Ordinance entitled:

"AN ORDINANCE ESTABLISHING SPECIAL SERVICE AREA NUMBER FIFTEEN (GLADYS AVENUE) OF THE CITY OF ELMHURST"

adopted and effective September 20, 2010, no petition having been filed opposing the creation of the Special Service Area, pursuant to 35 ILCS Section 200/27-55. Said Special Service Area Number Fifteen consists of the territory described in the ordinance aforesaid. The City of Elmhurst is now authorized to levy taxes for special services in said Special Service Area.

SECTION 2. That the total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year in Special Service Area Number Fifteen is ascertained to be the sum of $3,076.

SECTION 3. That the following sums be, and the same hereby are, levied upon the taxable property, as defined in the Property Tax Code in Special Service Area Number Fifteen of the City of Elmhurst, said tax to be levied for the fiscal year beginning May 1, 2012, and ending April 30, 2013.

	Amount Appropriated	Amount Payable From Other Sources	Amount To Be Raised By Tax Levy
DEBT SERVICE			
Repayment of Loan to Capital Improvement Fund	$ 3,076	-0-	$ 3,076
Total	$ 3,076	-0-	$ 3,076

SECTION 4. This tax is levied pursuant to Article VII, Section 6A and 6L of the Constitution of the State of Illinois and 35 ILCS 200/27-5, et seq. and pursuant to an Ordinance Establishing Special Service Area Number Fifteen of the City of Elmhurst.

SECTION 5. That there is hereby certified to the County Clerks of DuPage and Cook Counties, of Illinois, the sum aforesaid, constituting said total amount and the said total amount of $3,076, which said total amount the said Special Service Area Number Fifteen of the City of Elmhurst requires to be raised by taxation for the current fiscal year of said City, and the City Clerk, of said City, is hereby ordered and directed to file with the County Clerks of said counties on or before the time required by law, a certified copy of this Ordinance.

SECTION 6. All ordinances or parts of ordinances in conflict with this ordinance are hereby amended to the extent of the conflict.

SECTION 7. This ordinance shall be in full force and effect after passage and publication according to law.

Approved this _____ day of _____, 2012.

_____
, Mayor

Passed this _____ day of _____, 2012

Ayes: _____ Nays: _____

_____
Patty Spencer, City Clerk

SSA#15TaxLevy

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2012 and Ending April 30, 2013, in and for Special Service Area Number Fifteen of the City of Elmhurst

ORIGINATOR: City Attorney/Finance Department

DESCRIPTION OF SUBJECT MATTER:

The City of Elmhurst established Special Service Area Number Fifteen (Sidewalks, north side of Gladys Avenue, extending approximately 900 feet west of West Avenue) on September 20, 2010.

The proposed tax levy for Special Service Area Number Fifteen for the Fiscal Year beginning May 1, 2012 and ending April 30, 2013 is $3,076.

Enclosed for your consideration is an Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2012 and Ending April 30, 2013, in and for Special Service Area Number Fifteen of the City of Elmhurst.

O-78-2012
AN ORDINANCE
ABATING THE TAX LEVY FOR THE YEAR 2012
FOR THE PAYMENT OF PRINCIPAL AND INTEREST
ACCRUING UPON AN ISSUE OF $10,000,000
GENERAL OBLIGATION REFUNDING BONDS
OF THE CITY OF ELMHURST
DATED OCTOBER 15, 2003

WHEREAS, on the 6th of October 2003 an ordinance was passed by the City Council of the City of Elmhurst, entitled:

AN ORDINANCE APPROVING THE BOND ORDER AND SALE OF CITY
OF ELMHURST $10,000,000 GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2003 AND AMENDING ORDINANCE O-15-2003 WITH RESPECT TO
THAT SALE AND THE TAX LEVY THEREFORE

in which ordinance taxes were levied for the years 2003 to 2017 inclusive, to provide for the payment of principal and interest accruing upon the bonds issued pursuant to said ordinance; and

WHEREAS, for the year 2012 there was by said ordinance levied the sum of $748,767.50 and

WHEREAS, it is anticipated that from funds on hand and expected revenues in the Library Fund there will be in the City Treasury the sum of $243,802.50 which will be available for payment of principal and interest accruing on said bonds.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELMHURST, DU PAGE AND COOK COUNTIES, ILLINOIS:

Section 1. The sum of $243,802.50 of the levy for the year 2012 for payment of principal and interest accruing upon the $10,000,000 General Obligation Refunding Bonds issued pursuant to ordinance passed October 6, 2003, is hereby abated reducing said levy for the year 2012 from $748,767.50 to $504,965.00.

Section 2. A certified copy of the ordinance shall be filed with the County Clerk of DuPage and Cook Counties, Illinois, by the City Clerk of the City of Elmhurst.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval.

Approved this _____ day of _____ 2012.

Passed this _____ day of

_____, 2012.

Ayes: _____ Nays: _____

_____
, Mayor

_____
Patty Spencer, City Clerk

Abate2003

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance Abating the Tax Levy for the Year 2012 for the Payment of Principal and Interest Accruing Upon an Issue of $10,000,000 General Obligation Refunding Bonds of the City of Elmhurst dated October 15, 2003

ORIGINATOR: City Attorney/ Finance Department

DESCRIPTION OF SUBJECT MATTER:

The City previously issued its $10,000,000 General Obligation Refunding Bonds, Series 2003 (the "Bonds").

The 2012 tax levy for the Bonds is $748,767.50.

There are sufficient funds on hand to abate $243,802.50 of the 2012 tax levy; said abatement would reduce the 2012 tax levy to $504,965.00.

Enclosed for your consideration is An Ordinance Abating the Tax Levy for the Year 2012 for the Payment of Principal and Interest Accruing Upon an Issue of $10,000,000 General Obligation Refunding Bonds of the City of Elmhurst dated October 15, 2003.

O-79-2012
AN ORDINANCE
ABATING THE TAX LEVY FOR THE YEAR 2012
FOR THE PAYMENT OF PRINCIPAL AND INTEREST
ACCRUING UPON AN ISSUE OF $9,990,000
GENERAL OBLIGATION REFUNDING BONDS
OF THE CITY OF ELMHURST
DATED DECEMBER 1, 2004

WHEREAS, on the 20th of December 2004 an ordinance was passed by the City Council of the City of Elmhurst, entitled:

AN ORDINANCE APPROVING THE BOND ORDER AND SALE OF CITY
OF ELMHURST $9,990,000 GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2004 AND AMENDING ORDINANCE O-30-2004 WITH RESPECT TO
THAT SALE AND THE TAX LEVY THEREFORE

in which ordinance taxes were levied for the years 2004 to 2019 inclusive, to provide for the payment of principal and interest accruing upon the bonds issued pursuant to said ordinance; and

WHEREAS, for the year 2012 there was by said ordinance levied the sum of $253,507.50 and

WHEREAS, it is anticipated that from funds on hand and expected revenues in the Library Fund there will be in the City Treasury the sum of $253,507.50 which will be available for payment of principal and interest accruing on said bonds.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELMHURST, DU PAGE AND COOK COUNTIES, ILLINOIS:

Section 1. The sum of $253,507.50 of the levy for the year 2012 for payment of principal and interest accruing upon the $9,990,000 General Obligation Refunding Bonds issued pursuant to ordinance passed December 20, 2004, is hereby abated reducing said levy for the year 2012 from $253,507.50 to zero.

Section 2. A certified copy of the ordinance shall be filed with the County Clerk of DuPage and Cook Counties, Illinois, by the City Clerk of the City of Elmhurst.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval.

Approved this _____ day of _____ 2012.

Passed this _____ day of

_____, 2012.

Ayes: _____ Nays: _____

_____
, Mayor

_____
Patty Spencer, City Clerk

Abate2004

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance Abating the Tax Levy for the Year 2012 for the Payment of Principal and Interest Accruing Upon an Issue of $9,990,000 General Obligation Refunding Bonds of the City of Elmhurst dated December 1, 2004

ORIGINATOR: City Attorney/ Finance Department

DESCRIPTION OF SUBJECT MATTER:

The City previously issued its $9,990,000 General Obligation Refunding Bonds, Series 2004 (the "Bonds").

The 2012 tax levy for the Bonds is $253,507.50.

There are sufficient funds on hand to abate $253,507.50 of the 2012 tax levy; said abatement would reduce the 2012 tax levy to zero.

Enclosed for your consideration is An Ordinance Abating the Tax Levy for the Year 2012 for the Payment of Principal and Interest Accruing Upon an Issue of $9,990,000 General Obligation Refunding Bonds of the City of Elmhurst dated December 1, 2004.

O-80-2012
AN ORDINANCE
ABATING THE TAX LEVY FOR THE YEAR 2012
FOR THE PAYMENT OF PRINCIPAL AND INTEREST
ACCRUING UPON AN ISSUE OF $9,065,000
GENERAL OBLIGATION REFUNDING BONDS
OF THE CITY OF ELMHURST
DATED DECEMBER 1, 2005

WHEREAS, on the 7th of November 2005 an ordinance was passed by the City Council of the City of Elmhurst, entitled:

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF CITY
OF ELMHURST $9,065,000 GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2005 AND AMENDING ORDINANCE O-22-2005 WITH RESPECT TO
THAT ISSUANCE

in which ordinance taxes were levied for the years 2005 to 2020 inclusive, to provide for the payment of principal and interest accruing upon the bonds issued pursuant to said ordinance; and

WHEREAS, for the year 2012 there was by said ordinance levied the sum of $1,691,243.76 and

WHEREAS, it is anticipated that from funds on hand and expected revenues in the Library Fund, Rt. 83 Commercial Development Fund and Municipal Utility Fund there will be in the City Treasury the sum of $1,243,797.38 which will be available for payment of principal and interest accruing on said bonds.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELMHURST, DU PAGE AND COOK COUNTIES, ILLINOIS:

Section 1. The sum of $1,243,797.38 of the levy for the year 2012 for payment of principal and interest accruing upon the $9,065,000 General Obligation Refunding Bonds issued pursuant to ordinance passed November 7, 2005, is hereby abated reducing said levy for the year 2012 from $1,691,243.76 to $447,446.38.

Section 2. A certified copy of the ordinance shall be filed with the County Clerk of DuPage and Cook Counties, Illinois, by the City Clerk of the City of Elmhurst.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval.

Approved this _____ day of _____ 2012.

Passed this _____ day of

_____, 2012.

Ayes: _____ Nays: _____

_____
, Mayor

_____
Patty Spencer, City Clerk

Abate2005

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance Abating the Tax Levy for the Year 2012 for the Payment of Principal and Interest Accruing Upon an Issue of $9,065,000 General Obligation Refunding Bonds of the City of Elmhurst dated December 1, 2005

ORIGINATOR: City Attorney/ Finance Department

DESCRIPTION OF SUBJECT MATTER:

The City previously issued its $9,065,000 General Obligation Refunding Bonds, Series 2005 (the "Bonds").

The 2012 tax levy for the Bonds is $1,691,243.76.

There are sufficient funds on hand to abate $1,243,797.38 of the 2012 tax levy; said abatement would reduce the 2012 tax levy to $447,446.38.

Enclosed for your consideration is An Ordinance Abating the Tax Levy for the Year 2012 for the Payment of Principal and Interest Accruing Upon an Issue of $9,065,000 General Obligation Refunding Bonds of the City of Elmhurst dated December 1, 2005.

O-81-2012
AN ORDINANCE
ABATING THE TAX LEVY FOR THE YEAR 2012
FOR THE PAYMENT OF PRINCIPAL AND INTEREST
ACCRUING UPON AN ISSUE OF $9,500,000
GENERAL OBLIGATION CORPORATE PURPOSE BONDS
OF THE CITY OF ELMHURST
DATED MARCH 1, 2006

WHEREAS, on the 20th of February 2006 an ordinance was passed by the City Council of the City of Elmhurst, entitled:

AN ORDINANCE APPROVING THE BOND ORDER AND SALE OF CITY
OF ELMHURST $9,500,000 GENERAL OBLIGATION BONDS,
SERIES 2006 AND AMENDING ORDINANCE O-04-2006 WITH RESPECT TO
THAT ISSUANCE

in which ordinance taxes were levied for the years 2005 to 2022 inclusive, to provide for the payment of principal and interest accruing upon the bonds issued pursuant to said ordinance; and

WHEREAS, for the year 2012 there was by said ordinance levied the sum of $661,365.00 and

WHEREAS, the issuance of $10,000,000 General Obligation Bonds, Series 2012 of the City of Elmhurst pursuant to ordinance O-39-2012 provided for a partial refunding of the $9,500,000 General Obligation Bonds, Series 2006; and

WHEREAS, as a result of the partial refunding a Certificate of Reduction of Taxes for General Obligation Bonds, Series 2006 was filed with the County Clerks of DuPage and Cook Counties, reducing the levy for the year 2012 to $408,287.50; and

WHEREAS, it is anticipated that from funds on hand and expected revenues in the Redevelopment Fund there will be in the City Treasury the sum of $318,080.45 which will be available for payment of principal and interest accruing on said bonds.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELMHURST, DU PAGE AND COOK COUNTIES, ILLINOIS:

Section 1. The sum of $318,080.45 of the levy for the year 2012 for payment of principal and interest accruing upon the $9,500,000 General Obligation Bonds issued pursuant to ordinance passed February 20, 2006, is hereby abated reducing said levy for the year 2012 from $408,287.50 to $90,207.05.

Section 2. A certified copy of the ordinance shall be filed with the County Clerk of DuPage and Cook Counties, Illinois, by the City Clerk of the City of Elmhurst.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval.

Approved this _____ day of _____ 2012.

Passed this _____ day of

_____, 2012.

Ayes: _____ Nays: _____

_____
, Mayor

_____
Patty Spencer, City Clerk
Abate2006

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance Abating the Tax Levy for the Year 2012 for the Payment of Principal and Interest Accruing Upon an Issue of $9,500,000 General Obligation Corporate Purpose Bonds of the City of Elmhurst dated March 1, 2006

ORIGINATOR: City Attorney/ Finance Department

DESCRIPTION OF SUBJECT MATTER:

The City previously issued its $9,500,000 General Obligation Corporate Purpose Bonds, Series 2006 (the "Bonds").

The 2012 tax levy for the Bonds is $408,287.50.

There are sufficient funds on hand to abate $318,080.45 of the 2012 tax levy; said abatement would reduce the 2012 tax levy to $90,207.05.

Enclosed for your consideration is An Ordinance Abating the Tax Levy for the Year 2012 for the Payment of Principal and Interest Accruing Upon an Issue of $9,500,000 General Obligation Corporate Purpose Bonds of the City of Elmhurst dated March 1, 2006.

O-82-2012
AN ORDINANCE
ABATING THE TAX LEVY FOR THE YEAR 2012
FOR THE PAYMENT OF PRINCIPAL AND INTEREST
ACCRUING UPON AN ISSUE OF $8,170,000
GENERAL OBLIGATION CORPORATE PURPOSE BONDS
OF THE CITY OF ELMHURST
DATED OCTOBER 1, 2008

WHEREAS, on the 15th of September 2008 an ordinance was passed by the City Council of the City of Elmhurst, entitled:

AN ORDINANCE APPROVING THE BOND ORDER AND BOND PURCHASE AGREEMENT FOR SALE OF THE SERIES 2008 GENERAL OBLIGATION BONDS, AUTHORIZING REDEMPTION OF SERIES 2000 REFUNDING BONDS ,
AND LEVYING AND ABATING TAXES WITH RESPECT THERETO

in which ordinance taxes were levied for the years 2008 to 2026 inclusive, to provide for the payment of principal and interest accruing upon the bonds issued pursuant to said ordinance; and

WHEREAS, for the year 2012 there was by said ordinance levied the sum of $757,260.00 and

WHEREAS, it is anticipated that from funds on hand and expected revenues in the Redevelopment Fund, Municipal Utility Fund and Parking Revenue System Fund there will be in the City Treasury the sum of $94,674.35 which will be available for payment of principal and interest accruing on said bonds.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELMHURST, DU PAGE AND COOK COUNTIES, ILLINOIS:

Section 1. The sum of $94,674.35 of the levy for the year 2012 for payment of principal and interest accruing upon the $8,170,000 General Obligation Bonds issued pursuant to ordinance passed September 15, 2008, is hereby abated reducing said levy for the year 2012 from $757,260.00 to $662,585.65.

Section 2. A certified copy of the ordinance shall be filed with the County Clerk of DuPage and Cook Counties, Illinois, by the City Clerk of the City of Elmhurst.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval.

Approved this _____ day of _____ 2012.

Passed this _____ day of

_____, 2012.

Ayes: _____ Nays: _____

_____
, Mayor

_____
Patty Spencer, City Clerk

Abate2008

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance Abating the Tax Levy for the Year 2012 for the Payment of Principal and Interest Accruing Upon an Issue of $8,170,000 General Obligation Corporate Purpose Bonds of the City of Elmhurst dated October 1, 2008

ORIGINATOR: City Attorney/ Finance Department

DESCRIPTION OF SUBJECT MATTER:

The City previously issued its $8,170,000 General Obligation Corporate Purpose Bonds, Series 2008 (the "Bonds").

The 2012 tax levy for the Bonds is $757,260.00.

There are sufficient funds on hand to abate $94,674.35 of the 2012 tax levy; said abatement would reduce the 2012 tax levy to $662,585.65.

Enclosed for your consideration is An Ordinance Abating the Tax Levy for the Year 2012 for the Payment of Principal and Interest Accruing Upon an Issue of $8,170,000 General Obligation Corporate Purpose Bonds of the City of Elmhurst dated October 1, 2008.

O-83-2012
AN ORDINANCE
ABATING THE TAX LEVY FOR THE YEAR 2012
FOR THE PAYMENT OF PRINCIPAL AND INTEREST
ACCRUING UPON AN ISSUE OF $10,000,000
GENERAL OBLIGATION CORPORATE PURPOSE BONDS
OF THE CITY OF ELMHURST
DATED MARCH 15, 2009

WHEREAS, on the 2nd of March 2009 an ordinance was passed by the City Council of the City of Elmhurst, entitled:

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF $10,000,000
GENERAL OBLIGATION BONDS, SERIES 2009, OF THE CITY OF ELMHURST,
DUPAGE AND COOK COUNTIES, ILLINOIS

in which ordinance taxes were levied for the years 2009 to 2027 inclusive, to provide for the payment of principal and interest accruing upon the bonds issued pursuant to said ordinance; and

WHEREAS, for the year 2012 there was by said ordinance levied the sum of $737,155.00 and

WHEREAS, it is anticipated that from funds on hand and expected revenues in the Parking Revenue System Fund there will be in the City Treasury the sum of $368,577.50 which will be available for payment of principal and interest accruing on said bonds.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELMHURST, DU PAGE AND COOK COUNTIES, ILLINOIS:

Section 1. The sum of $368,577.50 of the levy for the year 2012 for payment of principal and interest accruing upon the $10,000,000 General Obligation Bonds issued pursuant to ordinance passed March 2, 2009, is hereby abated reducing said levy for the year 2012 from $737,155.00 to $368,577.50.

Section 2. A certified copy of the ordinance shall be filed with the County Clerk of DuPage and Cook Counties, Illinois, by the City Clerk of the City of Elmhurst.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval.

Approved this _____ day of _____ 2012.

Passed this _____ day of

_____, 2012.

Ayes: _____ Nays: _____

_____
, Mayor

_____
Patty Spencer, City Clerk

Abate2009

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance Abating the Tax Levy for the Year 2012 for the Payment of Principal and Interest Accruing Upon an Issue of $10,000,000 General Obligation Corporate Purpose Bonds of the City of Elmhurst dated March 15, 2009

ORIGINATOR: City Attorney/ Finance Department

DESCRIPTION OF SUBJECT MATTER:

The City previously issued its $10,000,000 General Obligation Corporate Purpose Bonds, Series 2009 (the "Bonds").

The 2012 tax levy for the Bonds is $737,155.00.

There are sufficient funds on hand to abate $368,577.50 of the 2012 tax levy; said abatement would reduce the 2012 tax levy to $368,577.50.

Enclosed for your consideration is An Ordinance Abating the Tax Levy for the Year 2012 for the Payment of Principal and Interest Accruing Upon an Issue of $10,000,000 General Obligation Corporate Purpose Bonds of the City of Elmhurst dated March 15, 2009.

O-84-2012
AN ORDINANCE
ABATING THE TAX LEVY FOR THE YEAR 2012
FOR THE PAYMENT OF PRINCIPAL AND INTEREST
ACCRUING UPON AN ISSUE OF $3,700,000
GENERAL OBLIGATION REFUNDING BONDS
OF THE CITY OF ELMHURST
DATED SEPTEMBER 2, 2009

WHEREAS, on the 3rd of August 2009 an ordinance was passed by the City Council of the City of Elmhurst, entitled:

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED $4,000,000
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2009A, OF THE
CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS

in which ordinance taxes were levied for the years 2009 to 2019 inclusive, to provide for the payment of principal and interest accruing upon the bonds issued pursuant to said ordinance; and

WHEREAS, for the year 2012 there was by said ordinance levied the sum of $800,000.00 and

WHEREAS, a Notification of Sale of General Obligation Refunding Bonds, Series 2009A provided for a reduction of the levy for the year 2012 to $262,112.50;

WHEREAS, it is anticipated that from funds on hand and expected revenues in the Municipal Utility Fund there will be in the City Treasury the sum of $97,505.85 which will be available for payment of principal and interest accruing on said bonds.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELMHURST, DU PAGE AND COOK COUNTIES, ILLINOIS:

Section 1. The sum of $97,505.85 of the levy for the year 2012 for payment of principal and interest accruing upon the $3,700,000 General Obligation Refunding Bonds issued pursuant to ordinance passed August 3, 2009, is hereby abated reducing said levy for the year 2012 from $262,112.50 to $164,606.65.

Section 2. A certified copy of the ordinance shall be filed with the County Clerk of DuPage and Cook Counties, Illinois, by the City Clerk of the City of Elmhurst.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval.

Approved this _____ day of _____ 2012.

Passed this _____ day of
_____, 2012.

Ayes: _____ Nays: _____

_____
, Mayor

_____
Patty Spencer, City Clerk

Abate2009A

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance Abating the Tax Levy for the Year 2012 for the Payment of Principal and Interest Accruing Upon an Issue of $3,700,000 General Obligation Refunding Bonds of the City of Elmhurst dated September 2, 2009

ORIGINATOR: City Attorney/ Finance Department

DESCRIPTION OF SUBJECT MATTER:

The City previously issued its $3,700,000 General Obligation Refunding Bonds, Series 2009A (the "Bonds").

The 2012 tax levy for the Bonds is $262,112.50.

There are sufficient funds on hand to abate $97,505.85 of the 2012 tax levy; said abatement would reduce the 2012 tax levy to $164,606.65.

Enclosed for your consideration is An Ordinance Abating the Tax Levy for the Year 2012 for the Payment of Principal and Interest Accruing Upon an Issue of $3,700,000 General Obligation Refunding Bonds of the City of Elmhurst dated September 2, 2009.

O-85-2012
AN ORDINANCE
ABATING THE TAX LEVY FOR THE YEAR 2012
FOR THE PAYMENT OF PRINCIPAL AND INTEREST
ACCRUING UPON AN ISSUE OF $10,000,000
GENERAL OBLIGATION CORPORATE PURPOSE BONDS
OF THE CITY OF ELMHURST
DATED AUGUST 1, 2012

WHEREAS, on the 16th of July 2012 an ordinance was passed by the City Council of the City of Elmhurst, entitled:

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF $10,000,000
GENERAL OBLIGATION BONDS, SERIES 2012, OF THE CITY OF ELMHURST,
DUPAGE AND COOK COUNTIES, ILLINOIS

in which ordinance taxes were levied for the years 2012 to 2031 inclusive, to provide for the payment of principal and interest accruing upon the bonds issued pursuant to said ordinance; and

WHEREAS, for the year 2012 there was by said ordinance levied the sum of $267,875.00 and

WHEREAS, it is anticipated that from funds on hand and expected revenues in the Redevelopment Fund and Municipal Utility Fund there will be in the City Treasury the sum of $210,216.22 which will be available for payment of principal and interest accruing on said bonds.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELMHURST, DU PAGE AND COOK COUNTIES, ILLINOIS:

Section 1. The sum of $210,216.22 of the levy for the year 2012 for payment of principal and interest accruing upon the $10,000,000 General Obligation Bonds issued pursuant to ordinance passed July 16, 2012, is hereby abated reducing said levy for the year 2012 from $267,875.00 to $57,658.78.

Section 2. A certified copy of the ordinance shall be filed with the County Clerk of DuPage and Cook Counties, Illinois, by the City Clerk of the City of Elmhurst.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval.

Approved this _____ day of _____ 2012.

Passed this _____ day of

_____, 2012.

Ayes: _____ Nays: _____

_____
, Mayor

_____
Patty Spencer, City Clerk

Abate2009

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance Abating the Tax Levy for the Year 2012 for the Payment of Principal and Interest Accruing Upon an Issue of $10,000,000 General Obligation Corporate Purpose Bonds of the City of Elmhurst dated August 1, 2012

ORIGINATOR: City Attorney/ Finance Department

DESCRIPTION OF SUBJECT MATTER:

The City previously issued its $10,000,000 General Obligation Corporate Purpose Bonds, Series 2012 (the "Bonds").

The 2012 tax levy for the Bonds is $267,875.00.

There are sufficient funds on hand to abate $210,216.22 of the 2012 tax levy; said abatement would reduce the 2012 tax levy to $57,658.78.

Enclosed for your consideration is An Ordinance Abating the Tax Levy for the Year 2012 for the Payment of Principal and Interest Accruing Upon an Issue of $10,000,000 General Obligation Corporate Purpose Bonds of the City of Elmhurst dated August 1, 2012.

O-87-2012

AN ORDINANCE WAIVING BID AND ACCEPTING THE PROPOSAL OF BRADFORD SYSTEMS CORPORATION FOR THE PURCHASE AND INSTALLATION OF REPLACEMENT STORAGE LOCKERS FOR THE CITY OF ELMHURST'S POLICE DEPARTMENT AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN BRADFORD SYSTEMS CORPORATION AND THE CITY OF ELMHURST

WHEREAS, the City of Elmhurst (hereinafter the "City") has determined that the existing Police Department storage lockers have had structural failure and have a lengthy and costly repair history; and

WHEREAS, in the opinion of the majority of the corporate authorities of the City it is advisable, necessary, and in the public interest for the City to contract for the purchase and installation of replacement storage lockers for the City's Police Department (hereinafter the "Project"); and

WHEREAS, the Public Affairs and Safety Committee (hereinafter the "Committee") has evaluated four storage locker manufacturing companies, and the City's Equipment Maintenance Division, Employees of the Police Department, and the Building Commissioner have evaluated and tested storage lockers from these four storage locker manufacturers; and

WHEREAS, the Committee requested proposals from the four storage locker manufacturing companies; and

WHEREAS, of the four proposals received from the storage locker manufacturing companies, one proposal did not meet the specifications, and this proposal was eliminated from consideration; and

WHEREAS, of the three remaining proposals received from the storage locker manufacturing companies, the Committee determined that the proposal from Bradford Systems Corporation of Bensenville, Illinois (hereinafter "Bradford") best fits the locker room design and layout specifications, and which also includes the removal and disposal of the existing storage lockers, one-year of maintenance, and a five-year warranty on the storage lockers, is the lowest proposal in the amount of One Hundred Fifteen Thousand Five Hundred Ninety ($115,590.00) Dollars; and

WHEREAS, the Committee has recommended that Bradford be selected as the contractor for the Project; 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) of the Aldermen then holding office; and

WHEREAS, the corporate authorities of the City find that it is advisable, necessary and in the public interest that the City waive competitive bidding for the Project.

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 corporate authorities hereby incorporate the foregoing preamble clauses into this Ordinance.

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the City of Elmhurst contract for the purchase and installation of replacement storage lockers for the City's Police Department.

Section 3: The corporate authorities of the City determine that competitive bidding for the Project is hereby dispensed with and waived.

Section 4: It is hereby determined that it is advisable, necessary and in the public interest that the City accept Bradford's proposal, which includes the removal and disposal of the existing storage lockers, one-year of maintenance, and a five-year warranty on the storage lockers, and enter into an Agreement with Bradford for the Project.

Section 5: The Agreement, in substantially the same form as the copy of which is attached hereto as Exhibit "A" and made a part hereof, by and between Bradford and the City in an amount not to exceed One Hundred Fifteen Thousand Five Hundred Ninety ($115,590.00) Dollars for the purchase and installation of replacement storage lockers for the City's Police Department, is hereby approved.

Section 6: The Mayor be and is hereby authorized and directed to execute and the City Clerk be and is hereby authorized and directed to attest the Agreement and to take all necessary steps to effectuate the terms thereof.

<u>Section 7</u>: This Ordinance shall be in full force and effect upon its passage by a two-thirds (2/3) vote of the Aldermen and approval in accordance with law.

ADOPTED this _____ day of _____, 2012.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2012.

_____
, Mayor of the City of
Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,
this _____ day of _____, 2012.

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

EXHIBIT "A"

Agreement for the Purchase and Installation of
Storage Lockers for the City's Police Department
By and Between
Bradford Systems Corporation and
The City of Elmhurst

AGREEMENT

This Agreement is made this ____ day of _____, 2012, by and between the City of Elmhurst, Illinois (the "City") and Bradford Systems Corporation, an Illinois corporation, (the "Contractor") in connection with the City's purchase of One Hundred Thirteen (113) storage lockers (the "Equipment") from Contractor and Contractor's installation of the Equipment for the City's Police Department men's and women's locker rooms.

I. The Contractor and City hereby agree that the Equipment to be purchased and installed is as follows:

A. Men's Lockers: Spacesaver's Personnel Freestyle Lockers with the following features:

1. Seventy-two (72) personnel lockers, 24" wide by 33 ½" deep by 84" high; each locker with a single door with combination lock, two adjustable shelves, one hanger bar, one boot tray, one body armor drying rack, two hook bracket assemblies, one document holder, and one lockable bench drawer.

2. Twelve (12) personnel lockers, 18" wide by 33 ½" deep by 84" high; each locker with a single door with combination lock, two adjustable shelves, one hanger bar, one boot tray, one body armor drying rack, two hook bracket assemblies, one document holder and one lockable bench drawer.

3. Four (4) personnel lockers, 24" wide by 24" deep by 84" high; each locker with a single door with combination lock, two adjustable shelves, one hanger bar, one boot tray, one body armor drying rack, two hook bracket assemblies, and one lockable external drawer.

B. Women's Lockers: Spacesaver's Personnel Freestyle Lockers with the following features:

1. Twenty (21) personnel lockers, 24" wide by 33 ½" deep by 84" high; each locker with a single door with combination lock, two adjustable shelves, one hanger bar, one boot tray, one body armor drying rack, two hook bracket assemblies, one document holder, and one lockable bench drawer.

2. Four (4) personnel lockers, 18" wide by 24" deep by 84" high; each locker with single door with combination lock, two adjustable shelves, one hanger bar, one boot tray, one body

armor drying rack, two hook bracket assemblies, and one lockable external drawer.

II. The Contractor and City hereby further agree as follows:

1. Equipment. For and in consideration of the payments made by the City, the City and Contractor agree that Contractor at its own proper cost and expense shall provide and deliver the Equipment in full compliance with all of the terms and requirements of this Agreement.

2. A. Contract Sum. The City shall pay Contractor for providing and installing the Equipment in an amount not to exceed One Hundred Fifteen Thousand Five Hundred Ninety ($115,590.00) Dollars.

B. Contract Time.Contractor shall deliver the Equipment to the City as directed by the City in accordance with the City's installation schedule.

C. Payment. Payment shall be made for quantities and sizes of the Equipment delivered within thirty (30) days of receipt of an invoice from the Contractor and the approval thereof by the City. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

3. Installation and Support. For and in consideration of the payments made by the City, the City and Contractor agree that Contractor at its own proper cost and expense shall provide and install the Equipment in full compliance with all of the terms and requirements of this Contract.

All installation work shall be performed by insured, bonded, and factory-trained system installers to assure high-quality workmanship and accountability. Contractor shall coordinate dates and times of the installation of the Equipment with the City. All labor is based on straight time performed during normal working hours, which are 7:00 a.m. to 3:30 p.m. If overtime is required, additional labor costs shall be incurred.

The Equipment shall be received at Contractor's facility, unloaded, inspected, refurbished, where necessary, and staged for delivery to the City. The Equipment shall only be delivered to the City as needed to minimize the disruption of the City's operations. Upon completion of the installation, all packing materials and other debris will be removed and hauled away.

4. Insurance. Contractor's employees who enter the City's premises will have Workmen's Compensation coverage in statutory limits, and Contractor's vehicles will be covered by public liability and property damage insurance.

5. Fire Code. It is the City's responsibility to verify that the proposed height of the Equipment meets applicable fire code and provides adequate clearance for any sprinkler system prior to the Contractor's installation of the Equipment.

6. Warranty. The Contractor shall provide a five-year standard warranty and shall provide one (1) one-year scheduled maintenance with the installation of the Equipment. Extended warranty and maintenance agreements are available upon request from Contractor at an additional charge.

7. Contractor's Certifications. In order to comply with State and Federal statutes, the Contractor shall execute the Contractor's Certifications, attached hereto as Exhibit "A" and made a part hereof.

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

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

a. If to the CITY:

City of Elmhurst
209 North York Street
Elmhurst, Illinois 60126
Attn: City Manager

b. If to the CONTRACTOR:

Bradford Systems Corporation
430 Country Club Drive
Bensenville, Illinois 60106
Attn: _____

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

10. Termination. This Agreement may be terminated by the City upon thirty (30) days advance written notice. In the event of termination, the Contractor shall be compensated for the quantities and sizes of the Equipment delivered prior to termination.

11. Entire Contract. This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral, including the Contractor's Terms and Conditions of Sale. This Agreement may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the City and Contractor.

12. Terms Binding. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors.

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

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

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

Executed by the City, this ____ day of _____, 2012.

CITY OF ELMHURST

ATTEST: By _____
Mayor

_____
City Clerk

Executed by the CONTRACTOR, this ____ day of _____, 2012.

BRADFORD SYSTEMS CORPORATION

ATTEST: By _____

By _____

Exhibit "A"

CONTRACTOR'S CERTIFICATION
In Connection With
Agreement by and between
The City of Elmhurst and
Bradford Systems Corporation
For the Purchase and Installation of
Storage Lockers At the City's Police Department

The assurances hereinafter made by _____ (the "Contractor") are each a material representation of fact upon which reliance is placed by the City of Elmhurst in entering into the contract with the Contractor. The City of Elmhurst may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

I, _____, hereby certify that I am the _____ of
(Name of Owner or Officer) *(Title or Office)*
_____, and as such, hereby represent and warrant to the City of
(Name of Contractor)
Elmhurst, a municipal corporation that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

(A) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

(B) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

(C) not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;

In addition, the Contractor hereby represents and warrants to the City of Elmhurst, that:

(A) the Contractor has and will comply with all laws relating to the payment of general prevailing wages in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq*.);

(B) the Contractor has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq*.);

(C) the Contractor has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/l *et seq*.);

(D) the Contractor, pursuant to 30 ILCS 580/1 *et seq*. (ADrug-Free Workplace Act@), will provide a drug-free workplace by:

(1) Publishing a statement:

a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;

b. Specifying the actions that will be taken against employees for violations of such prohibition;

c. Notifying the employee that, as a condition of employment on such Contract, the employee will;

i. Abide by the terms of the statement;

ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(2) Establishing a drug-free awareness program to inform employees about:

a. the dangers of drug abuse in the workplace;

b. the Contractor's policy of maintaining a drug-free workplace;

c. any available drug counseling, rehabilitation, and employee assistance program; and

d. the penalties that may be imposed upon employees for drug violations;

(3) Making it a requirement to give a copy of the statement required by Subsection (D)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;

(4) Notifying the City within ten (10) days after receiving notice under paragraph(D)(1)e from an employee or otherwise receiving actual notice of such conviction;

(5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;

(6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;

(E) the Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;

(F) the Contractor, at the time the Contractor submitted a bid on this contract, had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210;

(G) no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the City in writing the name(s) of the holder of such interest.

(H) no officer or employee of the City has solicited any gratuity, discount, entertainment, hospitality, loan, forebearance, or other tangible or intangible item having monetary value including, but not limited to, cash,

food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code; and

(I) the Contractor has not given to any officer or employee of the City any gratuity, discount, entertainment, hospitality, loan, forebearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code.

(J) in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

(K) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Contractor or term or condition in this contract changes, the Contractor shall notify the City of Elmhurst in writing within seven (7) days.

Dated: _____, 2012

Contractor:
BRADFORD SYSTEMS CORPORATION

By:_____
(Authorized Agent of Contractor)

Title:_____

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ , known to me to be the _____
(Name of Signatory) (Office)
of the Contractor, appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: _____, 2012 _____
Notary Public

COUNCIL ACTION SUMMARY

SUBJECT: Ordinance waiving bid and accepting the proposal of Bradford Systems Corporation (hereinafter "Bradford") for the purchase and installation of storage lockers for the City's Police Department and authorizing the execution of an agreement by and between Bradford and the City

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the Public Affairs and Safety Committee, the City Attorney prepared an ordinance waiving bid and accepting Bradford's proposal for the purchase and installation of storage lockers for the City's Police Department.

MCO- 27- 2012

AN ORDINANCE AMENDING SECTION 36.11, ENTITLED "LIMITATION ON NUMBER OF LICENSES," OF CHAPTER 36, ENTITLED "LIQUOR," OF THE MUNICIPAL CODE OF ORDINANCES OF THE CITY OF ELMHURST, ILLINOIS

WHEREAS, the City of Elmhurst (the "City") is a home rule unit of government by virtue of Article VII, Section 6(a) of the 1970 Illinois Constitution; and

WHEREAS, Section 4-1 of the Illinois Liquor Control Act of 1934 (235 ILCS 5/4-1) expressly authorizes the corporate authorities of the City to establish regulations and restrictions upon the issuance and operations of local retail liquor licenses, within the boundaries of the City, that are not inconsistent with law and as the public good and convenience may require; and

WHEREAS, Section 36.09, entitled "Classification of Licenses," of Chapter 36, entitled "Liquor," of the City's Municipal Code of Ordinances sets forth the classes of retail liquor licenses issued by the City; and

WHEREAS, Subsection 36.09(o) sets forth the provisions of a Class "WBB" liquor license which authorizes the retail sale of bottled wines and premium beers only, and only in the original package, in an establishment that specializes principally in fine bottled wines and not for consumption on the premises where sold provided, however, that a Class "WBB" liquor license shall also authorize the sale of wine and premium beers by the glass, for consumption on the premises, subject to the requisite conditions set forth in subparagraphs (1), (2) and (3) of Subsection 36.09(o); and

WHEREAS, Subsection 36.09(q) sets forth the provisions of a Class "WBBS" liquor license which authorizes the retail sale of bottled wines and premium beers, in the original package, in an establishment that specializes principally in fine bottled wines and not for consumption on the premises where sold provided, however, that a Class "WBBS" liquor license shall further authorize the sale of wine, premium beers and spirits by the glass, for consumption on the premises, subject to the requisite conditions set forth in subparagraphs (1), (2) and (3) of Subsection 36.09(q); and

WHEREAS, as contained in the table located in Section 36.11, entitled "Limitation on Number of Licenses," of Chapter 36, entitled "Liquor," the City's Municipal Code of Ordinances establishes the number of retail liquor licenses, as defined in Section 36.09, entitled "Classification of Licenses," in each respective class of license issued by the City and such number may, from time to time, be increased or decreased by formal action of the City Council; and

WHEREAS, Tannin's Wine Bar & Boutique ("Tannin's") currently holds a Class "WBB" liquor license; and

WHEREAS, Tannin's has requested a change in their liquor license from a Class "WBB" liquor license to a Class "WBBS" liquor license; and

WHEREAS, due to the change in Tannin's liquor license, the corporate authorities of the City find it necessary, desirable and in the best interests of the City to amend the table located in Section 36.11, entitled "Limitation on Number of Licenses," of Chapter 36, entitled "Liquor," of the City's Municipal Code of Ordinances to reflect the current number of retail liquor licenses in each classification issued by the City; and

WHEREAS, such amendment to the table located in Section 36.11, entitled "Limitation on Number of Licenses," of Chapter 36, entitled "Liquor," of the City's Municipal Code of Ordinances shall reflect the decrease in the maximum number of Class "WBB" liquor licenses issued from one (1) to zero (0) licenses; and

WHEREAS, such amendment to the table located in Section 36.11, entitled "Limitation on Number of Licenses," of Chapter 36, entitled "Liquor," the City's Municipal Code of Ordinances shall also reflect the increase in the maximum number of Class "WBBS" liquor licenses issued from two (2) to three (3) licenses.

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 recitals set forth are incorporated herein by reference.

Section 2. The table located in Section 36.11, entitled "Limitation on Number of Licenses," of the City's Municipal Code of Ordinances is hereby deleted in its entirety and replaced with the following:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

“36.11 – Limitation on Number of Licenses

License Class	Maximum Number of Licenses
B	9
PL	11
CBBW	1
CBW	4
C	1
RSB	15
RHA	2
RL	14
D	Unlimited
BRW	0
PD	1
H	4
SPR	0
SPB	0
WB	2
IWS	1
WBB	0
WBBS	3
DL	1
RPDL	1
BF	2”

Section 3. All ordinances or parts of ordinances in conflict with this Ordinance are hereby amended to the extent of the conflict.

Section 4. This Ordinance shall be in full force and effect upon its passage, approval and publication in accordance with law.

ADOPTED this _____ day of December, 2012, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of December, 2012.

_____
, Mayor of the City of
Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,
this _____ day of December, 2012.

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

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance to Amend Section 36.11, entitled "Limitation on Number of Licenses," of Chapter 36, entitled "Liquor," of the Municipal Code of Ordinances of the City of Elmhurst, Illinois

ORIGINATOR: Public Affairs and Safety Committee and City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendations of the Public Affairs and Safety Committee, the City Attorney prepared an ordinance amending Section 36.11, entitled "Limitation on Number of Licenses," of Chapter 36, entitled "Liquor," of the City's Municipal Code of Ordinances to reflect the addition of one (1) Class "WBBS" liquor license and the subtraction of one (1) Class "WBB" liquor license.

R-72-2012
A RESOLUTION
TO SET THE RATE FOR SEWERAGE TREATMENT
FROM ILLINOIS AMERICAN WATER COMPANY

WHEREAS, the City of Elmhurst has entered into an agreement with Illinois American Water Company, and

WHEREAS, this agreement provides that the City of Elmhurst will treat sewerage delivered by Illinois American Water Company to the North Elmhurst Pumping Station at a rate, subject to periodic review, to be established by resolution; and

WHEREAS, the collection system and the area served by Illinois American Water Company is wholly within Region II of the DuPage County Wastewater Treatment Regionalization Plan;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS, that effective February 1, 2013, a rate of $2.707 per 1,000 gallons be established for treatment of sanitary sewerage from Illinois American Water Company.

Approved this _____ day of _____ , 2012.

_____
, Mayor

Adopted this _____ day
of _____, 2012
Ayes: _____ Nays: _____

_____
Patty Spencer, City Clerk

ILAmericanWaterCoRateResolution

COUNCIL ACTION SUMMARY

SUBJECT: A Resolution to Set the Rate for Sewerage Treatment from Illinois American Water Company

ORIGINATOR: City Attorney/Finance Department

DESCRIPTION OF SUBJECT MATTER:

Illinois American Water Company (IAWC) provides water distribution and sewerage collection service to approximately 350 properties in the unincorporated area adjacent to Elmhurst's northeast boundaries. Per agreement with IAWC, the City of Elmhurst provides sewerage treatment services for this area. Annually the rate is reviewed and adjusted as necessary per agreement. The rate effective February 1, 2013, is $2.707 per thousand gallons.

Enclosed for your consideration is a resolution setting the new rate.

R - 73 - 2012

A RESOLUTION APPROVING AND AUTHORIZING A CONSTRUCTION ENGINEERING SERVICES AGREEMENT BY AND BETWEEN TRANSYSTEMS CORPORATION AND THE CITY OF ELMHURST, ILLINOIS

WHEREAS, the City of Elmhurst (the "City") proposes to engage in Phase III construction engineering services for the intersection improvements at Illinois Route 56 (Butterfield Road) and Commonwealth Lane, located within the City's corporate boundaries (the "Project"); and

WHEREAS, the Project includes the following improvements: the addition of a northbound left turn lane on Commonwealth Lane, which shall provide dual left turn lanes onto westbound Butterfield Road; a southbound left turn lane and shared through right turn lane on the north approach of Commonwealth Lane; the construction of a new eastbound right turn lane along Butterfield Road; modification and restriping of traffic signal equipment and pavement markings; and pavement resurfacing on Butterfield Road and Commonwealth Lane;

WHEREAS, TranSystems Corporation, of Schaumburg, Illinois ("TranSystems") assisted the City in preparing its Federal Surface Transportation Program ("STP") funding application; and

WHEREAS, the federal funds allotted to the City, pursuant to the aforementioned application, provide for an eighty percent (80%) federal funding contribution and a twenty per cent (20%) City funding contribution for the Project; and

WHEREAS, TranSystems proposed to provide the construction engineering services required for Phase III of the Project, which engineering services shall include construction observation, inspection assistance, construction layout, project coordination, materials testing,

final construction documents and as-built drawing, which shall be performed in accordance with the STP funding requirement; and

WHEREAS, TranSystems proposed to provide the construction engineering services on a cost plus fixed fee basis with a total cost not to exceed Two Hundred Thousand Four Hundred Sixty-Four and 83/100ths Dollars ($200,464.83); and

WHEREAS, TranSystems completed Phases I and II of this Project, which were performed in satisfactory and professional manners; and

WHEREAS, it is advisable, necessary and in the public interest that the City enter into a construction engineering services agreement with TranSystems for Phase III of the Project (the "Agreement"), which Agreement is attached hereto, marked as Exhibit "A" and made a part hereof.

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

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

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the City enter into the Agreement with TranSystems.

Section 3: The Mayor is hereby authorized to execute and the City Clerk is hereby authorized to attest the Agreement with TranSystems.

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

ADOPTED this _____ day of December, 2012, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of December, 2012.

_____
, Mayor of the City of
Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,
this _____ day of December, 2012.

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

EXHIBIT "A"

Construction Engineering Services Agreement

Local Agency	LOCAL AGENCY	Illinois Department of Transportation	CONSULTANT	Consultant
City of Elmhurst				TranSystems
County: DuPage				Address: 1475 East Woodfield Road,Suite 600
Section: 09-00170-00-CH				City: Schaumburg
Project No.: M-9003(266)		**Construction Engineering Services Agreement For Federal Participation**		State: IL
Job No.: C-91-389-09				Zip Code: 60173
Contact Name/Phone/E-mail Address: Aaron Gonet / (630) 530-3026 Aaron.Gonet@elmhurst.org				Contact Name/Phone/E-mail Address: Lou Beugnet / (312) 669-5836 lgbeugnet@transystems.com

THIS AGREEMENT is made and entered into this _____ day of _____, 2012 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 or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
In Responsible Charge	A full time LA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name: Butterfield Road at Commonwealth Lane Route: FAU 3545 Length: .141 M Structure No.: N/A

Termini: IL 56 (Butterfield Road) Sta. 100+20.20 to Sta. 107+62.56

Description: Construction Engineering services for the resurfacing and widening of Butterfield Road at Commonwealth Lane, storm sewer and drainage structure installation, traffic signal modernization, street lighting, 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 LA employee In Responsible Charge 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.

☒ n. Act as resident construction supervisor and coordinate with the LA employee In Responsible Charge.

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 LA employee In Responsible Charge.

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 LA employee In Responsible Charge, 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.

14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.

15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LA AGREES,

1. To furnish a full time LA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.

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 Formulas

☒ FF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
☐ FF = 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
FF=Fixed Fee
SBO = Services by Others

Total Compensation = DL +IHDC+OH+FF+SBO

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.).

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

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 LA employee In Responsible Charge. 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	$183,002.49

Sub-Consultants:	TIN Number	Agreement Amount
Interra, Inc.	36-4045796	$17,462.34
	Sub-Consultant Total:	$17,462.34
	Prime Consultant Total:	$183,002.49
	Total for all Work:	$200,464.83

Executed by the LA:

_____
(Municipality/Township/County)

ATTEST:

By: _____

_____ Clerk

(SEAL)

By: _____

Title: _____

Executed by the ENGINEER:

_____

ATTEST:

By: _____

Title: _____

By: _____

Title: _____

Exhibit A - Construction Engineering

Route: FAU 3545 (Butterfield Road)
Local City of Elmhurst
(Municipality/Township/County)
Section: 09-00170-00-CH
Project: M-9003(266)
Job No.: C-91-389-09

*Firm's **approved rates** on file with Bureau of Accounting and Auditing:

Overhead Rate (OH) 151.34 %
Complexity Factor (R) 0.00
Calendar Days

Cost Plus Fixed Fee Methods of Compensation:

Fixed Fee 1 ☒ 14.5%[DL + R(DL) + OH(DL) + IHDC]
Fixed Fee 2 ☐ 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 (OH*DL)	Services by Others (SBO)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
SEE ATTACHED									
EXHIBIT A									
Totals		0.00							

BLR 05611 (Rev. 01/10/12)

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	09-00170-00-CH
Project Number	M-9003(266)
Job Number	C-91-389-09

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
Interra	36-4045796	$0.00
	Sub-Consultant Total:	
	Prime Consultant Total:	0.00
	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	11/01/12
PRIME/SUPPLEMENT	Prime	PTB NO.	

CONTRACT TERM	5	MONTHS	OVERHEAD RATE	151.34%
START DATE	3/1/2013		COMPLEXITY FACTOR	0
RAISE DATE	4/1/2013		% OF RAISE	3.00%

ESCALATION PER YEAR

3/1/2013 - 4/1/2012	4/1/2012 - 10/12/2012			
1 / 5	4 / 5			
= 20.00%	82.40%			
= 1.0240				

The total escalation for this project would be: 2.40%

BDE 025 (Rev. 11/06)

Illinois Department of Transportation

Payroll Rates

FIRM NAME TranSystems DATE 11/01/12
PRIME/SUPPLEMENT Prime
PTB NO.

ESCALATION FACTOR 2.40%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Principal in Charge	$70.00	$70.00
Senior Project Manager (Highway/Construction)	$69.29	$70.00
Construction Manager	$60.00	$61.44
Senior Project Engineer (Highway)	$60.00	$61.44
Project Engineer (Highway)	$52.17	$53.42
Resident Engineer	$55.09	$56.41
Design Engineer III (Construction)	$48.50	$49.66
Design Engineer II (Construction)	$38.66	$39.59
Design Engineer II (Highway)	$37.20	$38.09
Design Engineer I (Construction)	$30.58	$31.31
Design Engineer I (Highway)	$28.67	$29.36
Survey Crew Chief	$32.10	$32.87
Instrument Person	$32.10	$32.87
CADD Technician III	$30.50	$31.23
Administrative Assistant	$26.64	$27.28

Illinois Department of Transportation

EXHIBIT A

Cost Estimate of Consultant Services (CPFF)

Firm	TranSystems
Route	FAU 3545 (Butterfield Road)
Section	09-00170-00-CH
County	DuPage
Job No.	C-91-389-09
PTB & Item	

Date 11/01/12

Overhead Rate 151.34%

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	225.65	341.50		82.24				649.38	0.32%
	Project Site Inspection	8	451.30	682.99		164.47				1,298.76	0.65%
	Meeting	4	235.70	356.71		85.90				678.32	0.34%
	Job Setup	2	112.82	170.75		41.12				324.69	0.16%
	CONSTRUCTION										
	Shop drawing review	24	926.19	1,401.69		337.54				2,665.42	1.33%
	Construction Layout	20	1,128.24	1,707.48		411.18				3,246.91	1.62%
	Construction Inspection	448	25,272.65	38,247.62	5,009.40	9,936.80		17,462.34	17,462.34	95,928.82	47.85%
	Traffic Control	91	5,133.51	7,769.05		1,870.87				14,773.43	7.37%
	Daily Documentation	91	5,133.51	7,769.05		1,870.87				14,773.43	7.37%
	Pay Estimates	16	902.59	1,365.99		328.94				2,597.53	1.30%
	Weekly Documentation	16	902.59	1,365.99		328.94				2,597.53	1.30%
	Other Agency Coordination	16	902.59	1,365.99		328.94				2,597.53	1.30%
	Contractor Coordination	90	5,077.09	7,683.67		1,850.31				14,611.08	7.29%
	Utility Coordination	24	1,353.89	2,048.98		493.42				3,896.29	1.94%
	QC/QA of Materials	32	1,709.51	2,587.17		623.02				4,919.69	2.45%
	POST CONSTRUCTION										
	Final Documentation	176	9,928.54	15,025.85		3,618.39				28,572.78	14.25%
	Record Drawings	8	316.70	479.30		115.42				911.42	0.45%
	ADMINISTRATION AND MANAGEMENT										
	Administration/Management	12	532.32	805.61		194.00				1,531.92	0.76%
	Quality Control and Assurance	22	1,351.68	2,045.63		492.61				3,889.92	1.94%
	TOTALS	1104	61,597.08	93,221.02	5,009.40	23,174.99	0.00	17,462.34	17,462.34	200,464.83	100.00%

DBE 8.71%

Illinois Department of Transportation

Average Hourly Project Rates

Route	FAU 3545 (Butterfield Road)
Section	09-00170-00-CH
County	DuPage
Job No.	C-91-389-09
PTB/Item	

Consultant: TranSystems

Date: 11/01/12

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 (High	70.00	0																	
Construction Manager	61.44	0																	
Senior Project Engineer (High	61.44	30	2.72%	1.67										2	50.00%	30.72			
Project Engineer (Highway)	53.42	32	2.90%	1.55															
Resident Engineer	56.41	1004	90.94%	51.30				4	100.00%	56.41	8	100.00%	56.41	2	50.00%	28.21	2	100.00%	56.41
Design Engineer III (Construct	49.66	0																	
Design Engineer II (Constructi	39.59	16	1.45%	0.57															
Design Engineer II (Highway)	38.09	16	1.45%	0.55															
Design Engineer I (Constructi	31.31	0																	
Design Engineer I (Highway)	29.36	0																	
Survey Crew Chief	32.87	0																	
Instrument Person	32.87	0																	
CADD Technician III	31.23	0																	
Administrative Assistant	27.28	6	0.54%	0.15															
		0																	
		0																	
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		0																	
TOTALS		1104	100%	$55.79	0	0%	$0.00	4	100%	$56.41	8	100%	$56.41	4	100%	$58.93	2	100%	$56.41

Illinois Department of Transportation

Average Hourly Project Rates

Route	FAU 3545 (Butterfield Road)
Section	09-00170-00-CH
County	DuPage
Job No.	C-91-389-09
PTB/Item	

Consultant: TranSystems

Date: 11/01/12

Sheet 2 OF 1

Payroll Classification	Avg Hourly Rates	CONSTRUCTION			Shop drawing review			Construction Layout			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	70.00																		
Construction Manager	61.44																		
Senior Project Engineer (Highv	61.44																		
Project Engineer (Highway)	53.42																		
Resident Engineer	56.41							20	100.00%	56.41	448	100.00%	56.41	91	100.00%	56.41	91	100.00%	56.41
Design Engineer III (Construct	49.66																		
Design Engineer II (Constructi	39.59				8	33.33%	13.20												
Design Engineer II (Highway)	38.09				16	66.67%	25.40												
Design Engineer I (Constructio	31.31																		
Design Engineer I (Highway)	29.36																		
Survey Crew Chief	32.87																		
Instrument Person	32.87																		
CADD Technician III	31.23																		
Administrative Assistant	27.28																		
TOTALS		0	0%	$0.00	24	100%	$38.59	20	100%	$56.41	448	100%	$56.41	91	100%	$56.41	91	100%	$56.41

BDE 025 (Rev. 11/06)

Illinois Department of Transportation

Average Hourly Project Rates

Route	FAU 3545 (Butterfield Road)
Section	09-00170-00-CH
County	DuPage
Job No.	C-91-389-09
PTB/Item	

Consultant: TranSystems

Date: 11/01/12

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	70.00																		
Construction Manager	61.44																		
Senior Project Engineer (Highv	61.44																		
Project Engineer (Highway)	53.42																32	100.00%	53.42
Resident Engineer	56.41	16	100.00%	56.41	16	100.00%	56.41	16	100.00%	56.41	90	100.00%	56.41	24	100.00%	56.41			
Design Engineer III (Construct	49.66																		
Design Engineer II (Constructi	39.59																		
Design Engineer II (Highway)	38.09																		
Design Engineer I (Constructio	31.31																		
Design Engineer I (Highway)	29.36																		
Survey Crew Chief	32.87																		
Instrument Person	32.87																		
CADD Technician III	31.23																		
Administrative Assistant	27.28																		
TOTALS		16	100%	$56.41	16	100%	$56.41	16	100%	$56.41	90	100%	$56.41	24	100%	$56.41	32	100%	$53.42

BDE 025 (Rev. 11/06)

Illinois Department of Transportation

Average Hourly Project Rates

Route	FAU 3545 (Butterfield Road)
Section	09-00170-00-CH
County	DuPage
Job No.	C-91-389-09
PTB/Item	

Consultant: TranSystems

Date: 11/01/12

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	70.00																		
Construction Manager	61.44																		
Senior Project Engineer (Highv	61.44													6	50.00%	30.72	22	100.00%	61.44
Project Engineer (Highway)	53.42																		
Resident Engineer	56.41				176	100.00%	56.41												
Design Engineer III (Construct	49.66																		
Design Engineer II (Constructi	39.59							8	100.00%	39.59									
Design Engineer II (Highway)	38.09																		
Design Engineer I (Constructic	31.31																		
Design Engineer I (Highway)	29.36																		
Survey Crew Chief	32.87																		
Instrument Person	32.87																		
CADD Technician III	31.23																		
Administrative Assistant	27.28													6	50.00%	13.64			
TOTALS		0	0%	$0.00	176	100%	$56.41	8	100%	$39.59	0	0%	$0.00	12	100%	$44.36	22	100%	$61.44

BDE 025 (Rev. 11/06)

Illinois Department of Transportation

Average Hourly Project Rates

Route	FAU 3545 (Butterfield Road)
Section	09-00170-00-CH
County	DuPage
Job No.	C-91-389-09
PTB/Item	

Consultant: TranSystems

Date: 11/01/12

Sheet 5 OF 1

Payroll Classification	Avg Hourly Rates	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	70.00																		
Construction Manager	61.44																		
Senior Project Engineer (Highv	61.44																		
Project Engineer (Highway)	53.42																		
Resident Engineer	56.41																		
Design Engineer III (Construct	49.66																		
Design Engineer II (Constructi	39.59																		
Design Engineer II (Highway)	38.09																		
Design Engineer I (Constructic	31.31																		
Design Engineer I (Highway)	29.36																		
Survey Crew Chief	32.87																		
Instrument Person	32.87																		
CADD Technician III	31.23																		
Administrative Assistant	27.28																		
TOTALS		0	0%	$0.00	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00

DETAILED SUMMARY OF DIRECT COSTS

CONSULTANT: TranSystems
ROUTE: FAU 3545 (Butterfield Road)
PROJECT: M-9003(266)
SECTION: 09-00170-00-CH
COUNTY: DuPage
JOB NO.: C-91-389-09

INHOUSE DIRECT COSTS

TRAVEL

# of days	x	day rate		Cost
111	$	45.00	per day	$4,995.00

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 3545 (Butterfield Road)
PROJECT: M-9003(266)
SECTION: 09-00170-00-CH
COUNTY: DuPage
JOB NO.: C-91-389-09

DATE November 1, 2012

MONTH	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	TOTAL
ESTIMATED CONTRACTOR'S SCHEDULE								
NO. OF WEEK DAYS	0	22	23	20	23	0	0	88
NO. OF IDOT WORKING DAYS	0	20	20	20	20	0	0	80
NO. OF WEEKEND DAYS	0	0	0	0	0	0	0	0
TOTAL DAYS	0	22	22	20	22	0	0	86
TOTAL HOURS	0	198	198	180	198	0	0	774
TASK (HOURS PER TASK)								
PRECONSTRUCTION								
Contract Documents Review	4							4
Project Site Inspection	8							8
Meeting	4							4
Job Setup	2							2
CONSTRUCTION								
Shop drawing review	16	8	0					24
Construction Layout	4	4	4	4	4	0		20
Construction Inspection	30	106	106	92	114	0		448
Traffic Control	5	22	22	20	22	0		91
Daily Documentation	5	22	22	20	22	0		91
Pay Estimates	0	4	4	4	4	0		16
Weekly Documentation	0	4	4	4	4	0		16
Other Agency Coordination	0	4	4	4	4	0		16
Contractor Coordination	10	20	20	20	20	0		90
Utility Coordination	0	8	8	8	0	0		24
QC/QA of Materials	0	8	8	8	8	0		32
POST CONSTRUCTION								
Final Documentation						176		176
Record Drawings						8		8
ADMINISTRATION AND MANAGEMENT								
Administration/Management	2	2	2	2	2	2		12
Quality Control and Assurance	2	4	4	4	4	4		22
Total Hours	92	216	208	190	208	190	0	1104
Vehicle Days	5	22	22	20	22	20	0	111

Assumptions
9 Hour work day
80 Working Day Contract

Anticipated Schedule

Letting	January 18, 2013
Contract Execution	March 4, 2013
Begin Construction	April 1, 2013
Project Completion	July 31, 2013
Finalize Documentation	August 31, 2013

Illinois Department of Transportation

Payroll Escalation Table
Anniversary Raises

prepared for : TRANSYSTEMS

FIRM NAME	Interra, Inc.	DATE	11/01/12
PRIME/SUPPLEMENT		PTB NO.	

CONTRACT TERM	3	MONTHS	OVERHEAD RATE	143.79%
START DATE	4/1/2012		COMPLEXITY FACTOR	0
RAISE DATE	Anniversary		% OF RAISE	3.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

0

CACULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

0.00%

The total escalation for this project would be: 0.00%

Illinois Department of Transportation

Payroll Rates

FIRM NAME Interra, Inc. **DATE** 11/01/12
PRIME/SUPPLEMENT
PTB NO.

ESCALATION FACTOR 0.00%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Project Principal	$70.00	$70.00
Project Manager	$47.53	$47.53
Adminstrative Assitant	$19.06	$19.06
Material Technician II	$38.49	$38.49
Staff Engineer	$27.55	$27.55
Pick up Technician	$37.37	$37.37
		$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	Interra, Inc.	Date	11/01/12
Route	Butterfield Rd (FAU 3545)		
Section	09-00170-00-CH	Overhead Rate	**143.79%**
County	DuPage		
Job No.	C-91-389-09	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	2	140.00	392.00			392.00	392.00	2.24%
DBE	Project Manager	4	190.14	532.39			532.39	532.39	3.05%
DBE	Adminstrative Assitant	8	152.44	426.83			426.83	426.83	2.44%
DBE	Material Technician II	104	4,003.07	11,208.61	3,184.00		14,392.61	14,392.61	82.42%
DBE	Staff Engineer	6	165.32	462.88			462.88	462.88	2.65%
DBE	Pick up Technician	12	448.44	1,255.63			1,255.63	1,255.63	7.19%
	TOTALS	136	5,099.41	14,278.34	3,184.00	0.00	17,462.34	17,462.34	100.00%

Trips Anticipated

DBE 100.00%

BDE 021 (Rev. 2/06)
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Illinois Department of Transportation

Average Hourly Project Rates

Route	Butterfield Rd (FAU 3545)
Section	09-00170-00-CH
County	DuPage
Job No.	C-91-389-09
PTB/Item	

Consultant Interra, Inc.

Date 11/01/12

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	2	1.47%	1.03	2	100.00%	70.00												
Project Manager	$47.53	4	2.94%	1.40				4	100.00%	47.53									
Adminstrative Assitant	$19.06	8	5.88%	1.12							8	100.00%	19.06						
Material Technician II	$38.49	104	76.47%	29.43										104	100.00%	38.49			
Staff Engineer	$27.55	6	4.41%	1.22													6	100.00%	27.55
Pick up Technician	$37.37	12	8.82%	3.30															
		0																	
		0																	
		0																	
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TOTALS		136	100%	$37.50	2	100%	$70.00	4	100%	$47.53	8	100%	$19.06	104	100%	$38.49	6	100%	$27.55

Illinois Department of Transportation

Average Hourly Project Rates

Route	Butterfield Rd (FAU 3545)
Section	09-00170-00-CH
County	DuPage
Job No.	C-91-389-09
PTB/Item	

Consultant: Interra, Inc.

Date: 11/01/12

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	$47.53																		
Adminstrative Assitant	$19.06																		
Material Technician II	$38.49																		
Staff Engineer	$27.55																		
Pick up Technician	$37.37	12	100.00%	37.37															
TOTALS		12	100%	$37.37	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00

In-HOUSE DIRECT COSTS

Interra, Inc.
Butterfield Rd (FAU 3545)
Section: 08-00173-05-CH

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	14	$	630.00
Personal Car Usage: Mileage @ $ 0.505 / mile				$	-
			Vehicle Totals:	$	630.00

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	6	$	270.00
Modified Proctor Tests (AASHTO T180)	$ 209.00	Each	0	$	-
Standard Proctor Tests (AASHTO T99)	$ 204.00	Each	1	$	204.00
Organic Content	$ 124.00	Each	0	$	-
L.A. Abrasion	$ -	Each	0	$	-
Gradation (Wash)	$ 170.00	Each	0	$	-
PGE Gradation (Wash)	$ 311.00	Each	0	$	-
Atterberg Limits	$ 124.00	Each	0	$	-
Sieve Analysis with Hydrometer Tests	$ 187.00	Each	0	$	-
Concrete					
Compressive Strength of Test Cylinders	$ 32.00	Each	28	$	896.00
Pick up Charge	$ -	Per trip	0	$	-
Hot Mixed Asphalt					
HMA Air Voids	$ 453.00	Each	0	$	-
Core Density	$ 74.00	Each	16	$	1,184.00
Reflux Extraction/Ignition & Gradation	$ 249.00	Each	0	$	-
Gradation of stockpile/belt Aggregates	$ 170.00	Each	0	$	-
			Laboratory Testing Charge Totals:	$	2,554.00
			TOTALS:	**$**	**3,184.00**

CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by _____ (the "Contractor") are each a material representation of fact upon which reliance is placed by the City of Elmhurst in entering into the contract with the Contractor. The City of Elmhurst may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

I, _____, hereby certify that I am the _____ of
(Name of Owner or Officer) *(Title or Office)*
_____, and as such, hereby represent and warrant to the City of Elmhurst,
(Name of Contractor)
a municipal corporation that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

(A) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

(B) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

(C) not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;

In addition, the Contractor hereby represents and warrants to the City of Elmhurst, that:

(A) the Contractor has and will comply with all laws relating to the payment of general prevailing wages in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*);

(B) the Contractor has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);

(C) the Contractor has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/l *et seq.*);

(D) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* (ADrug-Free Workplace Act@), will provide a drug-free workplace by:

(1) Publishing a statement:

a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;

b. Specifying the actions that will be taken against employees for violations of such prohibition;

c. Notifying the employee that, as a condition of employment on such Contract, the employee will;

i. Abide by the terms of the statement;

ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(2) Establishing a drug-free awareness program to inform employees about:

a. the dangers of drug abuse in the workplace;

b. the Contractor's policy of maintaining a drug-free workplace;

c. any available drug counseling, rehabilitation, and employee assistance program; and

d. the penalties that may be imposed upon employees for drug violations;

(3) Making it a requirement to give a copy of the statement required by Subsection (D)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;

(4) Notifying the Village within ten (10) days after receiving notice under paragraph(D)(1)e from an employee or otherwise receiving actual notice of such conviction;

(5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;

(6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;

(E) the Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;

(F) the Contractor, at the time the Contractor submitted a bid on this contract, had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210;

(G) no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the City in writing the name(s) of the holder of such interest.

(H) no officer or employee of the City has solicited any gratuity, discount, entertainment, hospitality, loan, forebearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code; and

(I) the Contractor has not given to any officer or employee of the City any gratuity, discount, entertainment, hospitality, loan, forebearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code.

(J) in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

(K) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Contractor or term or condition in this contract changes, the Contractor shall notify the City of Elmhurst in writing within seven (7) days.

Dated: December ____, 2012

Contractor: _____

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

STATE OF ILLINOIS)
) *ss.*
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ known to me to be the _____ of

(Name of Owner or Officer) *(Title or Office)*

_____, appeared before me this day in person and, being first duly sworn on

(Name of Contractor)

oath, acknowledged that he executed the foregoing certification as his free act and deed.

Dated: December ____, 2012

_____
Notary Public

COUNCIL ACTION SUMMARY

SUBJECT: Resolution Approving and Authorizing a Construction Engineering Services Agreement by and between TranSystems Corporation and the City of Elmhurst

ORIGINATOR: Public Works and Buildings Committee and City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the Public Works and Buildings Committee, the City Attorney prepared a resolution approving and authorizing a construction engineering services agreement between TranSystems Corporation, of Schaumburg, Illinois and the City. Said agreement provides for the engineering services required for Phase III of the Illinois Route 56 (Butterfield Road) and Commonwealth Lane intersection improvements.

R - 74 - 2012

**A RESOLUTION AUTHORIZING
THE ISSUANCE OF A NOTICE OF AWARD FOR
THE REPLACEMENT OF THE VERTICAL WHEELCHAIR PLATFORM LIFT AT THE ELMHURST HISTORICAL MUSEUM**

WHEREAS, it is necessary, desirable and in the best interests of the City of Elmhurst (the "City") to replace the existing vertical wheelchair platform lift at the Elmhurst Historical Museum, located at 120 Park Avenue, Elmhurst, Illinois 60126 in order to comply with the Americans with Disabilities Act ("ADA") requirements for wheelchair access; and

WHEREAS, the City sent invitations to bid to qualified contractors and publically advertised for sealed bids for the replacement of the vertical wheelchair lift at the Elmhurst Historical Museum (the "Project"); and

WHEREAS, Instructions to Bidders and proposal forms (the "Bid Documents") were made available to prospective bidders; and

WHEREAS, in the Bids Documents, the bid for the Project consists of the removal and replacement of the existing vertical wheelchair platform lift at the Elmhurst Historical Museum; and

WHEREAS, the City received and evaluated bid proposals from three (3) potential contractors; and

WHEREAS, the City's Public Works and Buildings Committee reviewed the bid proposals and has recommended that Garaventa Lift Illinois of Antioch, Illinois ("Garaventa") be found to have provided the lowest responsible bid proposal for the Project; and

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

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

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

Section 2: It is hereby determined that it is advisable, necessary and in the public interests that the City contract for Project.

Section 3: It is hereby determined that Garaventa is the lowest responsible bidder for the Project, and has not been disqualified from bidding, and its bid proposal met, without exception, all of the requirements of the Bid Documents.

Section 4: The City Council does hereby determine that it is in the best interests of the City to enter into a contract with Garaventa for the Project and does hereby direct that a Notice of Award be issued to Garaventa for the Project at the total cost set forth in its bid proposal.

Section 5: The Mayor is hereby authorized to execute and the City Clerk is hereby authorized to attest the Notice of Award for the Project, accepting the bid proposal of Garaventa in an amount not to exceed Nineteen Thousand Five Hundred Sixty-Five and 00/100ths Dollars ($19,565.00), which Notice of Award is attached hereto, marked as Exhibit "A" and made a part hereof.

Section 6: The Mayor is hereby authorized to execute and the City Clerk is hereby authorized to attest the contract with Garaventa for the Project, which contract is attached

hereto, marked as Exhibit "B" and made a part hereof, provided that Garaventa returns to the City, within fifteen (15) calendar days from the date of the Notice of Award, an executed contract with all other necessary written contract documents attached, along with the requisite contract bonds and certificates of insurance.

Section 7: This Resolution shall be in full force and effect upon its passage and approval in accordance with the law.

ADOPTED this _____ day of December, 2012, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of December, 2012.

_____
, Mayor of the City of Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,
this _____ day of December, 2012.

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

EXHIBIT "A"

NOTICE OF AWARD

TO: Garaventa Lift Illinois
Antioch, Illinois

PROJECT DESCRIPTION: Replacement of Vertical Wheelchair Platform Lift at the City of Elmhurst Historical Museum, located at 120 Park Avenue, Elmhurst, Illinois 60126

THE CITY OF ELMHURST has considered the bid proposal submitted by you for the above-described Project in response to its Notice to Bidders and Invitation for Bids.

YOU ARE HEREBY NOTIFIED that your bid proposal has been accepted in an amount not to exceed Nineteen Thousand Five Hundred Sixty-Five and 00/100ths Dollars ($19,565.00).

You are required to execute the contract and furnish the required contract bonds and policies of insurance within fifteen (15) calendar days from the date of this Notice.

If you fail to execute said contract and to furnish the required contract bonds and policies of insurance within fifteen (15) calendar days from the issuance of this Notice, the City of Elmhurst will be entitled to consider all your rights arising out of the City of Elmhurst=s acceptance of your bid proposal as abandoned and as a forfeiture of your rights under this Notice. The City of Elmhurst will be entitled to such other rights as may be granted by law.

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

Dated this ____ day of _____, 2012.

City of Elmhurst, Illinois

ATTESTED and filed in my office,
this ____ day of _____, 2012.

By: _____
Mayor of the City of Elmhurst, DuPage and Cook Counties, Illinois

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

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by Garaventa Lift Illinois of Antioch, Illinois this ____ day of _____, 2012.

Garaventa Lift Illinois

By: _____
Name, Title

EXHIBIT "B"

<u>CONTRACT</u>

CONTRACT

This Contract is made this ___ day of _____, 2012, between the City of Elmhurst, the City, and Garaventa Lift Illinois, the Contractor, for the replacement of the existing vertical wheelchair platform lift at the Elmhurst Historical Museum, 120 E. Park Ave., Elmhurst**.**

The Contractor hereby agrees as hereinafter set forth:

1. The Work. For and in consideration of the payments to be made by the City to the Contractor, and according to the terms of the Contract, the City and the Contractor agree that the Contractor at its own proper cost and expense shall perform all of the work required for the replacement of the existing vertical wheelchair platform lift at the Elmhurst Historical Museum, 120 E. Park Ave., City of Elmhurst, DuPage County, Illinois, and to furnish all materials and labor necessary to complete the Work and in full compliance with all of the terms and the requirements of this agreement in strict compliance with the Contract documents, which Contract documents are made an essential part of this Contract.

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

3. Contract Time. The Contractor shall complete the project within _____ calendar days from the date the City gives the Contractor written notice to proceed. Failure to do so may result in liquidated damages, as well as any other legal remedy available to the City, unless an extension of time is granted in accordance with the Specifications.

4. Payments. The City shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for services performed prior to the termination consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq*.). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq.*).

5. Insurance Limits. The Contractor shall obtain and thereafter keep in force the following insurance coverages provided by insurance companies acceptable to the City and authorized to transact business under the laws of the State of Illinois. The insurance companies providing coverage shall be rated in the Best=s Key Rating Guide. The City will accept companies with a

rating not lower than B+ provided the financial size category is VII or larger. Companies rated A- or better shall have a financial size category of not less than VI. Coverage limits shall be written at not less than the minimum specified in this Article. Higher minimum limits and additional coverage may be specified by a special provision elsewhere in the Contract. Whether stated in this Article or elsewhere, the City does not warrant the adequacy of the types of insurance coverage or the limits of liability specified.

(a) Workers Compensation and Employers Liability.

(1) Workers compensation shall be provided according to the provisions of the Illinois Worker=s Compensation Act, as amended. Notwithstanding the rating and financial size categories stated in this Article, coverage may be provided by a group self-insurer authorized in Section 4(a) of the Act and approved pursuant to the rules of the Illinois Department of Insurance.

(2) Employers Liability.

a. Each Accident: $1,000,000
b. Disease-policy Limit: $1,000,000
c. Disease-each Employee: $1,000,000

(b) Commercial General Liability. Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for operations of the Contractor; operations of subcontractors (contingent or protective liability); completed operations; broad form property damage and hazards of explosion, collapse and underground; and contractual liability. The general aggregate limit shall be endorsed on a per project basis.

(1) General Aggregate Limit: $2,000,000
(2) Products-Completed Operations Aggregate Limit: $2,000,000
(3) Each Occurrence Limit: $1,000,000

The coverage shall provide by an endorsement in the appropriate manner and form, the City, its officers, and employees shall be named as additional insureds with respect to the policies and any umbrella excess liability coverage for occurrences arising in whole or in part out of the work and operations performed. The City may accept a separate owner=s protective liability policy in lieu of the City, it=s officers, and employees being insureds on the Contractor=s policies.

(c) Commercial Automobile Liability. The policy shall cover owned, non-owned, and hired vehicles.
Bodily Injury & Property Damage
Liability Limit: $1,000,000 (each occurrence)

(d) Umbrella Liability.
Liability Limit: $2,000,000.00 (combined single limit)

Any policy shall provide excess limits over and above the other insurance limits stated in this Section. The Contractor may purchase insurance for the full limits required or by a combination of primary policies for lesser limits and remaining limits provided by the umbrella policy.

All insurance shall remain in force during the period covering occurrences happening on or after the effective date and remain in effect during performance of the work and at all times thereafter when the Contractor may be correcting, removing, or replacing defective work until notification of the date of final inspection.

Termination or refusal to renew shall not be made without 30 days prior written notice to the City by the insurer and the policies shall be endorsed so as to remove any language restricting or limiting liability concerning this obligation.

All costs for insurance as specified herein will be considered as included in the cost of the Contract. The Contractor shall, at its expense and risk of delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor from its obligation to indemnify in excess of the coverage according to the Contract.

6. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(a) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the member named as additional insured, including ISO Additional Insured Endorsement CG 2010 Pre-2004 version, CG 2026 Pre-2004 version.

(b) Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

(c) Workers' Compensation as required by the Workers= Compensation Act of the State of Illinois and Employers' Liability insurance.

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

8. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

General Liability and Automobile Liability Coverages.

(a) The City, its officials, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractor=s work, including activities performed by or on behalf of the Contractor; or automobiles

owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, agents, employees and volunteers.

(b) The Contractor's insurance coverage shall be primary as respects the City, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, agents, employees and volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, agents, employees and volunteers.

(d) The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(e) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the City, its officials, agents, employees and volunteers as additional insureds.

(f) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

9. Workers' Compensation and Employers' Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for losses arising from work performed by Contractor.

10. Verification of Coverage. The Contractor shall, prior to the City=s executing the contract, furnish the City with certificates of insurance naming the City, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the City and are to be received and approved by the City before any work commences. The City reserves the right to demand full certified copies of the insurance policies and endorsements. If demanded, the Contractor shall promptly furnish the City with certified copies of the insurance policies and endorsements demanded. In no event shall any failure of the City to receive policies or certificates or to demand receipt be construed as a waiver of the Contractor=s obligation to obtain and keep in force the required insurance.

11. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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

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

a. If to City:

City of Elmhurst
209 North York Road
Elmhurst, Illinois 60126
Attn: Mr. James A. Grabowski, City Manager

b. If to Contractor:

Garaventa Lift Illinois
225 E. Depot Street
Antioch, Illinois 60002
Attn: _____

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

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

(a) Addenda, if any (none unless indicated here) _____
(b) Notice to Bidders and Invitation for Bids
(c) Instructions to Bidders
(d) Proposal Bid Bond
(e) Proposal
(f) Contractor's Certification
(g) Contract Bond
(h) Contract
(i) Scope of Work and Detailed Specifications

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

In case of conflict between the terms contained herein and those contained in the Scope of Work and Detailed Specifications, the terms herein shall control. This Contract may only be amended

or a provision hereof waived by the parties by written instrument executed by authorized signatories of the City and Contractor. This Contract is executed that day and year first written above.

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

City: City of Elmhurst	Contractor: Garaventa Lift Illinois
By: _____ , Mayor	By: _____ *(Name of Owner or Officer), (Title or Office)*
Attest:	Attest:
By: _____ Patty Spencer, City Clerk	By: _____ *(Name of Officer Attesting) (Title or Office)*

COUNCIL ACTION SUMMARY

SUBJECT: Resolution Authorizing the Issuance of a Notice of Award for the Replacement of the Vertical Wheelchair Platform Lift at the Elmhurst Historical Museum

ORIGINATOR: Public Works and Buildings Committee and City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the Public Works and Buildings Committee, the City Attorney prepared a resolution authorizing the issuance of a Notice of Award to Garaventa Lift Illinois of Antioch, Illinois for the replacement of the vertical wheelchair platform lift at the Elmhurst Historical Museum. Said Notice of Award accepts Garaventa Lift Illinois' bid proposal in an amount not to exceed Nineteen Thousand Five Hundred Sixty-Five and 00/100ths Dollars ($19,565.00). The work to be performed shall comply with the Americans with Disabilities Act requirements for wheelchair access to the Elmhurst Historical Museum.

R - 75 - 2012

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN ADMINISTRATIVE SERVICES AGREEMENT BY AND BETWEEN FLEXIBLE BENEFIT SERVICE CORPORATION AND THE CITY OF ELMHURST, ILLINOIS

WHEREAS, the City of Elmhurst (the "City") offers its employees the opportunity to participate in a flexible spending account ("FSA") program; and

WHEREAS, under the City's current FSA program, employees submit their requests for reimbursement directly to the City's Human Resources Department; and

WHEREAS, due to the Health Insurance Portability and Accountability Act's ("HIPAA") strict privacy and confidentially requirements, the City has determined that it is advisable, necessary and in the best interests of the City's employees to outsource the administration of the City's FSA program; and

WHEREAS, the City's insurance broker, Assurance Agency ("Assurance"), solicited quotes from two (2) qualified vendors for outsourcing the administration of the City's FSA program; and

WHEREAS, Assurance recommended that the quote provided by Flexible Benefit Service Corporation ("FBSC") best meets the City's needs; and

WHEREAS, it is advisable, necessary and in the best interest of the City's employees that the City enter into an administrative services agreement with FBSC for the provision of outsourcing the administration of the City's FSA program (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 preamble clauses to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: It is hereby determined that it is advisable, necessary and in best interests of the City's employees that the City contract for the outsourcing of the administration of the City's FSA program.

Section 3: The Mayor is hereby authorized to execute and the City Clerk is hereby authorized to attest the Agreement with FBSC, in substantially the same form as that attached hereto, marked as Exhibit "A" and made a part hereof.

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

ADOPTED this _____ day of December, 2012, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of December, 2012.

_____
, Mayor of the City
of Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,
this _____ day of December, 2012.

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

EXHIBIT "A"

ADMINISTRATIVE SERVICES AGREEMENT

FLEXIBLE BENEFIT SERVICE CORPORATION
ADMINISTRATIVE SERVICES AGREEMENT

ADMINISTRATIVE SERVICES AGREEMENT

City of Elmhurst ("Employer") has asked Flexible Benefit Service Corporation ("FBSC") to provide administrative services for certain employee benefit plans maintained by Employer ("Benefit Plans") as described in this Administrative Services Agreement ("Agreement"). In consideration of the mutual promises contained in this Agreement, Employer and FBSC agree as follows:

ARTICLE I. INTRODUCTION

1.1 Effective Date and Term

The effective date of this Agreement is **01/01/2013** ("Effective Date") and will continue until such time as the Agreement is terminated in accordance with Section 5.8 herein. Each Appendix attached hereto is incorporated into by reference and made a part of this Agreement. An Appendix may have a later effective date than this Agreement to the extent that Employer and FBSC agree to the terms set forth in the Appendix after this Agreement has already become effective.

1.2 Scope of Undertaking-Generally

Employer understands that FBSC is and will remain an independent contractor and will not be deemed an employee of Employer, a partner or engaged in a joint venture with Employer, or governed by any legal relationship other than that of independent contractor. FBSC's only obligation under this Agreement is to the Employer and nothing under this Agreement shall be deemed to confer any responsibility on FBSC to any person covered under the Benefit Plans ("Covered Individual"). Employer acknowledges that FBSC is not an accounting or law firm and no services provided by FBSC in accordance with this Agreement will be construed as tax or legal advice as a result of providing such services. This Agreement sets forth certain rights and obligations of Employer and FBSC and the terms of this Agreement shall apply to any assignee or successor of Employer and/or FBSC.

ARTICLE II. EMPLOYER RESPONSIBILITIES

Employer will be responsible for the items described in this Section II and any additional items described in the Services Appendices attached hereto.

2.1 Employer's Responsibilities

Employer has sole responsibility for establishment and operation of the Benefit Plans. Employer shall have sole discretionary authority and responsibility for construing and interpreting the provisions of the Benefit Plans and deciding all questions of fact arising under the Benefit Plans. Employer will not represent to covered individuals or to any third party that FBSC is the "Plan Administrator" as that term is generally defined in ERISA Sec. 3(16) (without regard to whether ERISA applies or not). It is Employer's sole responsibility and duty to ensure compliance with all applicable laws and regulations, and FBSC's provision of services under this Agreement does not relieve the Employer of this obligation. FBSC's general responsibility under this Agreement is to assist the Employer with satisfaction of its responsibilities under the Benefit Plans. Employer understands that it is Employer's responsibility to pay any fee or penalty arising from the Benefit Plans that is assessed by the Internal Revenue Service, the Department of Labor, and/or other federal or state governmental agencies.

2.2 Payments to FBSC

In consideration for the services provided by FBSC in accordance with this Agreement, Employer agrees to pay to FBSC the applicable Service Charges in accordance with Article IV of this Agreement. Notwithstanding any provision herein to the contrary, Employer and FBSC intend and agree that any funds submitted by Employer to FBSC: (i) are and shall remain the general assets of Employer; (ii) are not "plan assets" within the meaning of ERISA (without regard to whether ERISA applies); (iii) were never held in an account, fund, or trust bearing the name of a Benefit Plan or any participants or beneficiaries thereof; and (iv) shall remain subject to the claims of Employer's creditors at all times.

Employer further represents and agrees that: (i) neither it nor any of its employees, directors, representatives, fiduciaries, Benefit Plans (or any entity performing services for Employer or such plans), any of its predecessors, successors or assigns have represented or will represent to any participant or beneficiary of the Plan that a separate account, fund, or trust is being

held on behalf of the Benefit Plans that may be used to provide or secure benefits under the Benefit Plans; (ii) Employer shall advise the participants and beneficiaries of the Benefit Plans that the benefits under the Benefit Plans shall at all times be paid out of the general assets of Employer.

2.3 Information to FBSC

Employer will furnish the information determined by FBSC to be necessary to satisfy its responsibilities under this Agreement. Such information will be provided to FBSC in the time and in the manner agreed to by Employer and FBSC. FBSC shall assume that all such information provided to FBSC by Employer or a designee of Employer (e.g. another third party administrator) is complete and accurate and is under no duty to question the completeness or accuracy of such information. Employer understands that FBSC cannot accurately perform its duties under this Agreement without accurate and timely information and that FBSC shall have no liability to Employer or any Covered Individual as a consequence of inaccurate and/or untimely information provided to FBSC by Employer, a Covered Individual or a third party who has provided information to FBSC at Employer's request (e.g. a prior or existing service provider). Employer understands that an additional fee may be required if FBSC is required to take corrective action as a result of such inaccurate or untimely information.

2.4 Indemnification by Employer

Employer agrees to indemnify and hold FBSC, its officers, directors and employees harmless from and against all losses, liabilities, damages, expenses, reasonable attorneys' fees or other obligations, resulting from, or arising out of a claim, demand, judgment, settlement agreement, or lawsuit not directly attributable to FBSC's breach of the standard of care set forth in Section 3.5 herein. In addition, Employer will indemnify FBSC and hold it harmless from and against any liability, expense, demand or other obligation resulting from any premium charge, tax or similar assessment arising from the Benefit Plans. Employer agrees to indemnify and hold FBSC harmless from all liability arising from actions taken by FBSC pursuant to Employer's express written instructions.

ARTICLE III. FBSC'S RESPONSIBILITIES

FBSC will be responsible for the items described in this Article III and any additional items described in the Services Appendices attached hereto.

3.1 Bonding

FBSC will maintain a fidelity bond covering all FBSC's Employees who handle Employer and/or employee contributions provided to FBSC by Employer in accordance with the terms of this Agreement to the extent required by law.

3.2 Liability for Claims and Expenses

FBSC does not insure or underwrite the Benefit Plan liability of Employer and is not financially responsible for the claims payable under and/or expenses incident to the Benefit Plans. FBSC has no duty or obligation to defend any legal action or proceeding brought to recover benefits under the Benefit Plans; however, FBSC will provide to Employer and/or Employer's legal counsel, upon request and subject to any limitations described in this Agreement, any documentation in FBSC's possession that may relate to such claim for benefits and/or expenses.

3.3 Benefit Plan Documents and Forms

To the extent set forth in the applicable service appendix, FBSC may provide Employer with sample documents and forms related to administration of the Benefit Plans for which FBSC provides related administrative services under this Agreement. Such sample documents and forms have been prepared in accordance with the standard of care set forth in Section 3.5. Nevertheless, the Employer understands and acknowledges that it is the Employer's responsibility, in accordance with Section 2.1 of this Agreement, to ensure that all Benefit Plan documents and forms, including any template or sample documents and forms provided to Employer by FBSC in accordance with this Agreement, comply with the applicable laws and regulations.

3.4 Recordkeeping

FBSC will maintain the usual and customary books, records and documents, including electronic records in FBSC's possession for at least the lesser of the term of this Agreement or eight (8) years following the date the record was created, or received by FBSC. During this period, Employer has the right of continuing access to these documents and as such FBSC will deliver copies of all such books, records and documents in its possession to Employer or its designee as soon as possible but no later than 30 days after written request from the Employer has been provided. Employer shall be required to pay FBSC's reasonable charges for transportation or duplication of such records.

3.5 Care and Diligence

FBSC shall use reasonable care and due diligence in the exercise of its powers and the performance of its duties under this Agreement in the same manner that any other prudent service provider in the same industry would exercise its powers and perform its duties. However, FBSC will not be liable to the Employer for mistakes of judgment or other actions taken in good faith. If FBSC makes any payment under this Agreement to an ineligible person, or if more than the correct amount is paid, FBSC shall make a diligent effort to recover any payment made to or on behalf of an ineligible person or any overpayment in accordance with the internal protocol established by FBSC (if any). However, FBSC will not be liable to any person including Employer for such payment unless FBSC would otherwise be liable under another provision of this Agreement. It shall not be considered a breach of this Agreement if FBSC refuses to perform services generally required under this Agreement if the manner in which Employer desires such services to be performed requires material changes to FBSC's existing standard operating procedures.

3.6 Non-Discretionary Duties; Additional Duties

The services to be performed by FBSC under this Agreement shall be ministerial in nature and will generally be performed in accordance with the terms of the Benefit Plans established by the Employer and FBSC's standard operating procedures. FBSC and Employer may agree to additional duties by amending this Agreement in accordance with Section 5.3.

3.7 Third Party Vendors

FBSC may, with written agreement from the Employer, contract with one or more third parties for purposes of assisting FBSC with the fulfillment of its duties and responsibilities under this Agreement. FBSC agrees to indemnify Employer and hold its officers, directors and employees harmless from any claim, demand, or expense arising from the intentional and/or grossly negligent act or omission of such third party.

3.8 Customer Service and Electronic Administrative Services

To the extent set forth in the applicable Services Appendices, FBSC may provide certain electronic administrative services. FBSC shall not be deemed in default of this Agreement, nor held responsible for, any cessation, interruption or delay in the performance of its obligations to provide such services hereunder due to causes beyond its reasonable control, including, but not limited to, natural disaster, act of God, labor controversy, civil disturbance, disruption of the public markets, terrorism, war or armed conflict, or the inability to obtain sufficient materials or services required in the conduct of its business, including Internet access, or any change in or the adoption of any law, judgment or decree.

3.9 Indemnification by FBSC; Liability

Except as provided elsewhere in this Agreement and notwithstanding anything in this Agreement to the contrary, FBSC agrees to indemnify Employer and hold its officers, directors and employees harmless from and against all direct, monetary, compensatory damages (including reasonable attorney's fees) resulting from, or arising out of, FBSC's breach of the standard of care set forth in Section 3.5 herein but only to the extent that such damages are reasonably ascertainable.

Under no circumstances will FBSC be liable to Employer in a breach of contract claim for other than monetary, compensatory damages that are reasonably ascertainable (including reasonable attorney's fees).

ARTICLE IV. COMPENSATION

4.1 Service Charges

The applicable charges for the services performed by FBSC in accordance with this Agreement are described in the applicable Services Appendices and Fee Schedules attached hereto ("Service Charges"). FBSC may revise the Service Charges for any reason at the beginning of each successive 12-month period measured from the Effective Date set forth in Section 1.1 herein provided that written notice of such changes is provided at least 30 days before the beginning of such 12-month period. In addition, FBSC may revise the Service Charges during any successive 12-month period if Employer makes changes to the Benefit Plans (regardless of the reason) that materially revise the nature or volume of the services contemplated by this Agreement except as otherwise contemplated by this Agreement. Such revised Service Charges will be effective no earlier than 30 days after written notice of such revisions is provided to Employer. Service charges shall be assessed for any month during which services are performed. Interest and penalties may be imposed on overdue Services Charges in accordance with Section 4.2 herein.

4.2 Payment of Charges

Payments shall be made in accordance with the local government prompt payment act (50 ILCS 505/1 et seq.).

ARTICLE V. GENERAL PROVISIONS

5.1 Entire Agreement; Severability; Headings

This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement will affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement. If a court declares any term of this Agreement invalid, the same will not affect the validity of any other provision, provided that the basic purposes of this Agreement are achieved through the remaining valid provisions. The headings of sections and subsections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5.2 Compliance; Non-Waiver

Failure by Employer or FBSC to insist upon strict performance of any provision of this Agreement will not modify such provision, render it unenforceable, or waive any subsequent breach. No waiver or modification of any of the terms or provisions of this Agreement shall be valid unless in each instance the waiver or modification is accomplished pursuant to the amendment provisions of Section 5.3.

5.3 Assignment; Amendment

Neither party can assign this Agreement without the other party's written consent. This Agreement may be amended only by written agreement of duly authorized officers of each party except as otherwise set forth herein.

5.4 Audits

Employer may perform no more than one (1) audit of the records specifically related to performance of the parties under this Agreement each year, subject to reasonable prior written notice to FBSC. Audits must be performed during normal working hours. An employee (other than the Designated Contact set forth in this Agreement) or an agent of Employer may perform audits provided such employee or agent signs an acceptable confidentiality agreement. Each party agrees to provide reasonable assistance and information to the auditors. Employer acknowledges and agrees that if it requests an audit, it will reimburse FBSC for FBSC's reasonable expenses, including copying and labor costs, in assisting Employer to perform the audit. Each party also agrees to provide such additional information and reports, as the other party will reasonably request.

5.5 Non-Disclosure of Proprietary Information

Employer and FBSC each acknowledge that as a result of entering into this Agreement, each party has and will continue to reveal and disclose to the other information that is proprietary and/or confidential of such party. Employer and FBSC agree that each party will (a) keep such proprietary and/or confidential information of the other party in strict confidence; (b) not disclose confidential information of the other party to any third parties or to any of its employees not having a legitimate need to know such information; and (c) will not use confidential information of the other party for any purpose not directly related to and necessary for the performance of its obligations under this Agreement (unless required to do so by a court of competent jurisdiction or a regulatory body having authority to require such disclosure). For purposes of this Section, confidential information is any information identified as confidential and/or proprietary (or words of similar import); including but not limited to the parties' respective businesses or finances. The terms and conditions of this Section 5.5 shall survive the termination of this Agreement. Information revealed or disclosed by a party for any purpose not directly related to and necessary for the performance of such party's obligations under this Agreement shall not be considered confidential information for purposes hereof; (a) if, when, and to the extent such information is or becomes generally available to the public without the fault or negligence of the party receiving or disclosing the information; or (b) if the unrestricted use of such information by the party receiving or disclosing the information has been expressly authorized in writing and in advance by an authorized representative of the other party. It shall not be considered a breach of this Agreement if FBSC discloses any information obtained in the course of performing its duties under this Agreement as required by applicable law.

5.6 Disclosure of Individually Identifiable Health Information

Both parties agree to the additional limitations and conditions set forth in any HIPAA Confidentiality Appendix with respect to Covered Individuals' personal identifiable health information created or received by FBSC in the course of performing its obligations under this Agreement. If there is a conflict between this Agreement and the HIPAA Confidentiality Appendix, the HIPAA Confidentiality Appendix will control but only with respect to the subject matter of the HIPAA Confidentiality Appendix.

5.7 Notices and Communications

All notices between Employer and FBSC provided for herein shall be sent by confirmed facsimile; by guaranteed overnight mail, with tracing capability; by first class United States mail, with postage prepaid; or by email addressed to the other party at their respective addresses set forth in the Contacts Appendix. All notices shall be deemed provided when sent except as otherwise set forth in this Agreement. Employer further agrees that FBSC may communicate confidential, protected, privileged or otherwise sensitive information to Employer through a named contact designated by Employer ("Designated Contact") and identified on the Designated Contact Appendix attached hereto and specifically agrees to indemnify FBSC and hold it harmless: for any such communications directed to Employer through the Named Contact attempted via facsimile, mail, telephone, e-mail or any other media, acknowledging the possibility that such communications may be inadvertently misrouted or intercepted.

5.8 Termination of Agreement

Either party may terminate all or part of this Agreement for any reason effective no earlier than 30 days after written notice is provided to the other party. If there is more than one Service Appendix attached hereto, termination of one Service Appendix will not terminate the Agreement or the other Service Appendices except as specifically set forth in the written notice. However, if the reason for termination is that Employer alleges that Benefits Coordinator breached its standard of care as set forth in Section 3.5 herein, Employer must allow FBSC 30 days from date of notice to cure before sending a written notice of termination. This Agreement will automatically terminate on the earliest of the following dates:

a) The last day of the last period that a Service Charge or any other amount due to FBSC under this Agreement was timely paid except as otherwise provided by FBSC;

b) The date that all Benefit Plans for which related services are provided under this Agreement have been terminated except for any post-termination processing period agreed to by FBSC; or

c) The date that this Agreement or all of the Benefit Plans for which related services are provided in accordance with this Agreement become illegal or are in violation of applicable law.

Termination of this Agreement shall not terminate the rights or obligations of either party arising prior to the effective date of such termination. The indemnity, confidentiality and privacy provisions of this Agreement shall survive its termination.

5.9 Interpretations

The parties hereto acknowledge and agree that both (i) the rule of construction to the effect that any ambiguities are resolved against the drafting party; and (ii) the terms and provisions of this Agreement, will be construed fairly as to all parties hereto and not in favor of or against a party, regardless of which party was generally responsible for the preparation of this Agreement.

5.10 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Illinois.

5.11 No Third Party Beneficiaries

Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Employer, FBSC and their respective successors or assigns, any rights, remedies or obligations whatsoever.

IN WITNESS WHEREOF, Employer and FBSC have caused this Agreement to be executed in their names by their undersigned officers, the same being duly authorized to do so.

Flexible Benefit Service Corporation	Employer
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date	Date

HIPAA BUSINESS ASSOCIATE ADDENDUM

This **HIPAA BUSINESS ASSOCIATE ADDENDUM** (the "Addendum") is entered into on November 29, 2012 by and between City of Elmhurst, **("Client")**, in its individual capacity and on behalf of its group health plan(s) ("Plan") administered by Flexible Benefit Service Corporation and **Flexible Benefit Service Corporation ("FLEX")** in its capacity as both the Plan's and Client's service provider. This Addendum is incorporated into and made a part of the Services Agreement between FLEX and Client **("Agreement")**. This Agreement is intended to comply with the privacy and administrative simplification requirements set forth in 45 CFR Parts 160, 162, and 164, issued pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA").

Both Client and FLEX acknowledge that the Plan and Client are separate and distinct entities and that FLEX may perform services both on behalf of the Plan and also on behalf of Client in its capacity as Plan sponsor. FLEX is considered a "Business Associate" with respect to services it performs on behalf of the Plan, if any, and an "Agent of Client" with respect to services it performs on behalf of Client, if any. This Addendum sets forth the responsibilities of FLEX in its capacity as a Business Associate, as required by 45 CFR § 164.504(e)(1) and in its capacity as Agent of Client, as required by 45 CFR § 164.504(f)(2)(ii)(B).

FLEX recognizes that in the course of performing some of the services, it will have access to, create, and/or receive from the Plan Protected Health Information ("PHI"). For purposes herein, PHI shall be limited to the information created or received from the Plan or on the Plan's behalf by FLEX. Whenever used in this Addendum, other capitalized terms shall have the respective meaning set forth below, unless a different meaning shall be clearly required by the context. In addition, other capitalized terms used in this Addendum, but not defined herein, shall have the same meaning, as those terms are defined in HIPAA.

If there is a conflict between the Agreement and this Addendum with regard to the subject matter herein, this Addendum controls. All references to a statute or regulation shall be a reference to the statute or regulation in effect on the date this Addendum is executed, as may be thereafter amended from time to time.

I. Definitions

For purposes of this Agreement:

"Designated Record Set" will have the same meaning given to the term "designated record set" in 45 CFR §164.501.

"Electronic Data Interchange Rule" shall mean the rules regarding standard transactions and code sets set forth in 45 C.F.R. Parts 160, 162 and 164, as may thereafter be amended.

"Group Health Plan" will have the same meaning as the term "group health plan" in 45 CFR § 160.103.

"HITECH Act" shall mean Title XIII, Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, 42 U.S.C. §§17921-17954, and any and all references in this Agreement to sections of the HITECH Act shall be deemed to include all associated existing and future implementing regulations, when and as each is effective.

"Individual" will have the same meaning as the term "individual" in 45 CFR §160.103 and will include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

"Privacy Breach" will have the same meaning as "Breach" set forth in 45 CFR §164.402

"Privacy Rule" will mean the Standards for Privacy of Individually Identifiable Health Information in 45 CFR Part 160 and Part 164, Subparts A and E.

"Protected Health Information" or "PHI" will have the same meaning as the term "protected health information" in 45 CFR §160.103, limited to the information created or received by the FLEX from or on behalf of the Plan.

"Required by Law" will have the same meaning as the term "required by law" in 45 CFR § 164.103.

"Secretary" will mean the Secretary of the Department of Health and Human Services or his designee.

"Security Incident" will have the same meaning as the term "security incident" in 45 CFR § 164.304.

"Security Rule" will mean the Security Standards for the Protection of Electronic Protected Health Information in 45 CFR § 164.302 et seq.

"Unsecured Protected Health Information" or "Unsecured PHI" will have the same mean as the term "Unsecured Protected Health Information" in 45 C.F.R. 164.402.

II. Confidentiality
At all times, both during and after the termination of its relationship with the Client for any reason, FLEX will not use or disclose PHI in any manner whatsoever, except as otherwise permitted by this Addendum.

III. Permitted Uses and Disclosures of Business Associate.

(a) Except as otherwise limited in this Addendum, FLEX may use or disclose PHI, provided that such use or disclosure of PHI would not violate the Privacy Rule, as follows: (a) as permitted or required in this Addendum and in the Agreement; (b) as otherwise permitted by the Privacy Rule; (c) as Required by Law; (d) for the proper management and administration of FLEX; (e) to fulfill any present or future legal responsibilities of FLEX; (f) for Data Aggregation services to the Plan (as defined in 45 CFR § 164.501); or (g) any use and disclosure of PHI that has been de-identified in accordance with 45 CFR § 164.514.

(b) FLEX agrees to document any disclosures of PHI and the information related to such disclosures to respond to an accounting of disclosures of PHI if requested by the Plan in accordance with 45 CFR §164.528, and to provide such documentation to the Plan as it may request from time to time.

(c) In the event that FLEX maintains PHI in a Designated Record Set, FLEX agrees to provide access to such PHI that it maintains in a Designated Record Set to the Individual to whom the PHI relates in accordance with 45 CFR § 164.524. Furthermore, at the reasonable request of the Plan, FLEX agrees to make amendments to PHI that it maintains in a Designated Record Set as directed by the Plan and to reasonably incorporate any amendments to PHI in accordance with 45 CFR § 164.526.

(d) FLEX may disclose PHI to its agents or subcontractors with a bona fide need to know such PHI, but only if, prior to such disclosure, such agents or subcontractors provide reasonable assurances that they will agree to substantially the same restrictions and conditions that apply to FLEX with respect to such PHI, including electronic PHI.

(e) FLEX may disclose the PHI revealed to it by the Plan if and to the extent that such disclosure is required by law or court order or as otherwise permitted by law. Further, FLEX agrees to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by FLEX on behalf of the Plan available to the Secretary, as requested by the Plan or designated by the Secretary, for purposes of the Secretary determining the Plan's compliance with the Privacy Rule.

(f) In accordance with 45 CFR §164.520, and to the extent that such a limitation may affect the Business Associate's use or disclosure of PHI, Client, acting on behalf of the Plan, agrees to notify FLEX of any limitation(s) in the notice of privacy practices required by the Privacy Rules, including, without limitation, any changes in or revocation of permission by an Individual to use or disclose PHI. Client, acting on behalf of the Plan, also agrees to notify FLEX of any restriction to the use or disclosure of PHI that Client has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect FLEX's use or disclosure of PHI. Client acknowledges and agrees that FLEX is not bound by any such restrictions that impact FLEX's use or disclosure of PHI to the extent such restrictions are not otherwise required by the HIPAA Privacy Rules and FLEX has not consented to such restrictions in advance. FLEX agrees not to unreasonably withhold consent.

(g) FLEX agrees to take steps to implement safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI maintained by FLEX on behalf of the Plan. FLEX will report to the Plan's designated representative any use or disclosure of PHI otherwise than as provided by this Agreement, including any Security Incident, as soon as reasonably possible of becoming aware of such use or disclosure.

(i) FLEX hereby agrees that it shall report to the Plan's designated representative, without unreasonable delay, but not longer than 60 days following its discovery of any incident that, in FLEX's reasonable determination, constitutes a Privacy Breach of Unsecured PHI. FLEX shall provide such notice to the Plan's designated representative in accordance with 45 CFR 164.410 of the Breach Notification Rules, subject to the law enforcement delay set forth in 45 CFR 164.412. In addition, FLEX may, in its sole discretion, provide any of the following notices of any incident that constitutes a Privacy Breach for which FLEX is required to provide notice to the Plan's designated representative as set forth herein: (i) notice to affected individuals, including any substitute notice as necessary in accordance with 45 CFR 164.404 (ii) if required, immediate notice to the Secretary of the Department of Health and Human Services ("HHS"), including maintaining a log or other documentation of Privacy Breaches to be provided to the Secretary on an annual basis in accordance with 45 CFR 164.408 and (iii) if required and to the extent permitted by law, notice to a media outlet in accordance with 45 CFR 164.406.

(h) Notices to Plan and Client.

(i) Immediately following execution of this Addendum, Client will provide FLEX with written notice identifying the Plan's and the Client's designated representative for purposes of receiving notices required by FLEX under this Addendum.

(ii) Client agrees to provide prompt written notice to FLEX of any changes to the names or positions of employees identified by Client as a designated representative of the Client and/or the Plan. FLEX shall have no duty to inquire whether the list of Designated Persons is accurate.

(iii) Client shall indemnify and hold FLEX, its employees, agents and Affiliates harmless for any and all liability FLEX may incur as a result of any improper use or disclosure of PHI by Client or a designated representative.

(i) To the extent applicable, FLEX, the Client and the Plan agree to comply with the provisions of the Electronic Data Interchange Rule with respect to PHI disclosed by the parties. .

IV. FLEX acting as Agent of the Client

The following services are performed by FLEX as an agent of the Client and not on behalf of the Plan:

- Services that facilitate and report the enrollment and disenrollment of employees and their eligible dependents in the Plan.
- Services that facilitate the payment of premiums under the Group Health Plan.

The Parties acknowledge that information created or received by FLEX in its capacity as agent of the Client is not PHI and is not subject to the HIPAA Privacy Rule, Electronic Data Interchange Rule, and Security Rule. Any such information received by FLEX as agent of the Client shall be deemed confidential information subject to the terms and conditions of confidentiality set forth in the Agreement.

V. Term/Termination

(a) Term. This Addendum shall continue until the Agreement is terminated or as set forth herein.

(b) Termination for Cause. Upon knowledge of a material breach of this Addendum by the other party, the non-breaching party shall either:

(i) Provide an opportunity for the breaching party to cure the breach within 30 days or, if longer, such other reasonable period time, or end the violation and terminate this Addendum and, where necessary, the Agreement between the parties with respect to the services if the breaching party does not cure the breach as set forth herein; or

(ii) Immediately terminate this Addendum and, where necessary, the Agreement if the breaching party has breached a material term of this Agreement and cure is not possible; or

(iii) If neither termination nor cure is feasible, the non-breaching party shall report the violation to the Secretary.

(c) Effect of Termination.

Upon termination of this Addendum, for any reason, FLEX shall return or destroy all PHI received from Client and/or the Plan, or created or received by FLEX on behalf of the Plan, except to the extent determined infeasible as set forth herein. This provision shall also apply to PHI that is in the possession of subcontractors or agents of FLEX.

In the event that FLEX reasonably determines that returning or destroying the PHI is infeasible, FLEX shall provide of the conditions that make return or destruction infeasible. In the event that FLEX determines that return or destruction of the PHI is infeasible, FLEX will continue to extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the FLEX maintains such PHI.

VI. Miscellaneous

Notwithstanding anything to the contrary, we may revise this Agreement with written notice as necessary to comply with changes in applicable law.

IN WITNESS WHEREOF, Client, acting on behalf of itself and the Plan(s), and FLEX have caused this Addendum to be executed in their names by their undersigned officers, the same being duly authorized to do so (sign and date only if effective date is different from Effective Date of Agreement).

Flexible Benefit Service Corporation	City of Elmhurst
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date	Date

FBSC SERVICE AGREEMENT
CODE SECTION 125 CAFETERIA PLAN PREMIUM ONLY SERVICES APPENDIX

The Employer has established a Code Section 125 Plan to allow eligible employees to pay for their share of certain benefit plan coverage with pre-tax salary reductions. Employer has asked FBSC to assist it with its administrative obligations under the Code Section 125 Cafeteria Plan.

This Service Appendix is incorporated into and made apart of the Service Agreement (the "Agreement"). The effective date of this Service Appendix is the effective date of the Agreement. The responsibilities of the parties set forth in this Service Appendix are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Service Appendix and the Agreement, the Agreement controls.

In consideration for the mutual promises set forth below and for the fees set forth below, the Employer and FBSC agree as follows:

I. Administrative Services

1. **Provide Plan Document and Form Prototypes**
2. **Perform the "Key Employee Concentration" non-discrimination test**

1. FBSC will provide sample Code Section 125 plan documentation and forms for review by Sponsor and Sponsor's legal counsel. Such sample documentation will be limited to a plan document, summary plan description and board resolutions. FBSC will customize such documentation only to the extent to incorporate the Employer's responses to certain plan design questions submitted by Benefits Coordinators. In addition, FBSC will provide sample document changes to reflect revisions in applicable legislation or regulations. Employer is responsible for reviewing such documentation to ensure that revisions made to such document by FBSC on the Employer's instructions are complete and accurate. Employer is responsible for making all other changes to the document that it deems necessary. All such changes made by Employer should be communicated to FBSC as soon as possible but no later than the effective date of the changes. Employer will provide FBSC with a copy of the completed and properly executed Code Section 125 Cafeteria Plan document.

2. Once per plan year, FBSC will perform the Key Employee Concentration Test in accordance with Code Section 125(g) ("Nondiscrimination Test"). Each plan year, FBSC will provide Employer with a form requesting data necessary to complete the Nondiscrimination Test. FBSC will complete the testing and provide a report summarizing its interpretations of the results within a reasonable amount of time after receipt of the requested information. The results will be based on information received from the Employer.

   Employer is responsible for all other administrative duties related to the Cafeteria Plan not otherwise set forth above.

II. Additional Services These are provided only upon written request of the Employer.	***Additional Fees***
1. Benefit Plan consulting, including but not limited to, discussions regarding Benefit Plan design, compliance and communications.	$80 per hour

2. Requested changes to any standard administrative procedures established by FBSC.	$80 per hour

IN WITNESS WHEREOF, Employer and FBSC have caused this Service Appendix to be executed in their names by their undersigned officers, the same being duly authorized to do so.

FBSC	Employer
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date	Date

FBSC SERVICE AGREEMENT
REIMBURSEMENT ACCOUNT SERVICES APPENDIX

The Employer has established one or more of the following health and/or dependent care reimbursement account arrangements:

- A Code Section 105 Health Flexible Spending Arrangement ("Health FSAs")
- A Code Section 125 Premium Reimbursement Account Benefit ("Health Care Premium Reimbursement")
- A Code Section 129 dependent care Flexible Spending Arrangement ("Dependent Care FSAs")
- A Code Section 105 Health Reimbursement Arrangements ("HRA") as described in IRS Notice 2002-45.
- A Code Section 132 Transportation Fringe Benefit Plan ("Transportation Plan")

All such plans shall be referred to collectively as the "Reimbursement Accounts". Employer has asked FBSC to assist it with its administrative obligations under one or more of the Reimbursement Accounts.

This Service Appendix is incorporated into and made apart of the Service Agreement (the "Agreement"). The effective date of this Service Appendix is the effective date of the Agreement. The responsibilities of the parties set forth in this Service Appendix are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Service Appendix and the Agreement, the Agreement controls.

In consideration for the mutual promises set forth below and for the fees set forth in below, the Employer and FBSC agree as follows:

I. Standard Services	***Fees***
1. Provide Plan Document and Form Prototypes **2. Process and maintain Employee FSA Elections** **3. Process Employee Requests for Reimbursements, including 1st level of appeal for claim denials** **4. Facilitate Employee Reimbursements** **5. Provide Debit Cards for access to account funds** **6. Provide information needed to file the 5500 Report upon request** **7. Perform the "55% Average Benefits" and "5% Owner Concentration" non-discrimination tests for the Dependent Care benefit** **8. Provide access to status reports**	**Annual Fee: $500.00** **Participation Fee for Health FSA/Dependent Care FSA Services: $4.75 / participant / month** **Minimum Monthly Fee: $100.00**

1. FBSC will provide sample plan documentation and forms for review by Sponsor and Sponsor's legal counsel. Such documentation will be limited to a plan document, summary plan description and board resolution. FBSC will customize such documentation only to the extent to incorporate the Employer's responses to certain plan design questions submitted by Benefits Coordinators. In addition, FBSC will provide sample document changes to reflect revisions in applicable legislation or regulations. Employer is responsible for reviewing such documentation to ensure that revisions

made to such document by FBSC on the Employer's instructions are complete and accurate. Employer is responsible for making all other changes to the document that it deems necessary. All such changes made by Employer should be communicated to FBSC as soon as possible but no later than the effective date of the changes. Employer will provide FBSC with a copy of the completed and properly executed plan documentation for the Reimbursement Accounts.

2. FBSC will maintain employee census and salary reduction information for the Reimbursement Accounts (where applicable), including initial enrollments, annual enrollments and changes made to such elections as reported by the Employer. FBSC will maintain separate notional bookkeeping accounts with regard to each Covered Individual's Reimbursement Account based on information provided by the Employer. The Employer is responsible for processing all elections and changes to elections and providing to FBSC accurate and timely information concerning such elections.

3. Processing of Reimbursements

    a. FBSC will process requests for reimbursements made by Participants in accordance with the terms of this Agreement and the applicable reimbursement account. FBSC will make the initial determination, and on the 1st level of appeal (if the plan has 2 levels of appeal) regarding a claim for benefits under plans. FBSC will disburse benefit payments that are determined to be payable in accordance with the terms of the plans as soon as reasonably possible after such determination is made, provided that sufficient funds have been made available by the Employer (as set forth below) to pay such benefit payments. If sufficient funds have not been made available, FBSC will notify Employer that sufficient funds have not been made available. If sufficient funds have not been made available within 30 days of the date that FBSC has notified Employer of the insufficiency, FBSC may, without risk of violating the Agreement or this Service Appendix, notify the affected participants that the Employer has not made the funds available necessary to pay his or her claim. FBSC will make available for the Employer reports summarizing the reimbursement account activities.

    b. Employer will be responsible for the final appeal determination as to whether a claim is payable under the terms of the plans and shall be responsible for determine who is eligible for the plans and who has satisfied the requirements to become a participant in the plans. Employer will make sufficient funds available to pay benefits under the plans.

4. Facilitate Employee Reimbursements

    Participants will be able to choose if they want to receive a check for reimbursement of clams or direct deposit direct to their bank account.

5. In the event that Employer elects the electronic payment card option, FlexMoney Card®, FBSC will make an electronic payment card available to covered individuals through which eligible medical expenses (if allowed) may be paid.

6. FBSC will assist Sponsor in preparing the applicable Form 5500 for the Reimbursement Accounts by providing, upon request from the Employer, any information maintained in FBSC's database that is required to be included on the Form 5500, provided that the Reimbursement Account's participation level dictates that a Form 5500 be filed. Such information will be provided within a reasonable period of time following Employer's request.

7. Once per year, FBSC will conduct the following Dependent Care FSA nondiscrimination testing required under the Code (collectively referred to as the "Nondiscrimination Tests") to the extent FBSC provides Dependent Care FSA services:

    a. The 55% Average Benefits Test required under Code Section 129
    b. The 5% Owner Concentration Test required under Code Section 129

To the extent necessary, FBSC will provide Employer with a form requesting data necessary to complete the Nondiscrimination Tests. FBSC will complete the Nondiscrimination Tests and provide a report summarizing its interpretations of the results, which is based solely on the information provided by Employer and/or information maintained by FBSC in accordance with this Service Appendix, within a reasonable amount of time after receipt of the requested information.

8. FBSC will make available to the Employer reports summarizing the Reimbursement Account activities. Employer is responsible for reviewing the reports submitted by FBSC and notifying FBSC of any errors of which it is aware within a reasonable period of time after reviewing them.

   Employer is responsible for all other duties related to the Plans not otherwise set forth above.

II. Optional Services These are provided only upon written request of the Employer.	***Optional Fees***
1. Benefit Plan consulting, including but not limited to, discussions regarding Benefit Plan design, compliance and communications.	$80 per hour
2. Benefit Plan changes requested within the plan year (mid-year plan changes) requiring system changes. Plan year changes require review and approval by Flex	$125 per hour
3. Requested changes to any standard administrative procedures established by FBSC.	$80 per hour
4. Exchanging information by means other than the standard procedure established by FBSC. FBSC will provide Employer with several options for transferring data, including diskette, model file transfer or if the foregoing transfer methods are not available for the Sponsor's payroll system, in a mutually acceptable format.	$200 per hour

IN WITNESS WHEREOF, Employer and FBSC have caused this Service Appendix to be executed in their names by their undersigned officers, the same being duly authorized to do so.

FBSC	Employer
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date	Date

City of Elmhurst
Section 125 Cafeteria Plan
ADOPTION AGREEMENT

Effective Date: 01/01/2013

Item I: Adoption

The Employer hereby establishes a Qualified "Cafeteria Plan" as set forth pursuant to Section 125 of the Internal Revenue Code. The Benefit Package Options listed in Item VII below have been incorporated into this Plan by reference. Nothing in this Adoption Agreement shall be intended to override the terms of the Plan Document to which this Adoption Agreement is attached.

Item II: Employer Organization

Name of Organization:	City of Elmhurst
Federal Employer ID Number:	36-6005866
Date Incorporated:	/ /
Mailing Address:	209 N. York Road
City, State, Zip:	Elmhurst, IL 60126
Street Address:	209 N. York Road
Street Zip:	60126
Form of Organization:	Government
Organized in the state of:	IL

Employer Affiliates:

Item III: Plan Elections

Plan Information

Plan No.:	501
Plan Name:	City of Elmhurst - Flex FSA
Original Effective Date:	01/01/2013
Plan Year Runs*:	01/01 - 12/31
Plan Restated and Amended:	/ /

*This Plan is designed to run on a 12-month plan year period as stated above. A Short Plan Year may occur when the Plan is first established, when the plan year period changes, or at the termination of a Plan.

Plan Administrator: City of Elmhurst

Plan Service Provider:	Flexible Benefit Service Corporation
Street Address:	10275 W. Higgins Road, Suite 500
City, State, Zip:	Rosemont, IL 60018
Contact:	
Phone:	(866) 472-0882

Item IV: Eligibility Requirements

(a) Except as provided in (b) below, the Classification of eligible employees consists of ALL employees.

(b) Employees excluded from this classification group are those individual employees who fall into one or more of the following categories below:

Same as the underlying benefit policies

Service Period Requirement

Incorporated by reference from the underlying benefit policies.

Item V - Benefit Package Options

The following Benefit Package Options are offered under this Plan:

5.1 Core Health Benefits.

The terms, conditions, and limitations of the Core Health Benefits offered will be as set forth in and controlled by the Group/Individual Medical Insurance Policy or Policies.

5.7 Health Flexible Spending Account.

The terms, conditions, and limitations will be as set forth in and controlled by the Plan Document. Each year each participant may elect in writing on a form filed with the plan administrator on or before the date he first becomes eligible to participate in the plan, and on or before the first day of any plan year thereafter, to be reimbursed from the employer for Unreimbursed Medical Expenses incurred during that year by him to the extent described and defined in the Plan Document.

5.8 Dependent Care Assistance Plans.

The terms, conditions, and limitations will be as set forth in and controlled by the Plan Document. Each year each participant may elect in writing on a form filed with the plan administrator on or before the date he first becomes eligible to participate in the plan, and on or before the first day of any plan year thereafter, to be reimbursed

from the employer for dependent care cost incurred during that year by him to the extent described in the Plan Document.

5.12 Health Savings Account (HSA).

The terms, conditions, and limitations of the Health Savings Account offered will be as set forth in and controlled by the HSA Custodial Account Agreement and/or Section 223 of the Code.

Item VI - Flexible Spending Account Elections

Run-Out

A. The Active Employee Run-Out is the period of time that begins the day after the Plan Year ends during which the employee can submit claims for payment of Qualified Expenses incurred during the Plan Year. See Item X for Run-Out information.

B. The Terminated Employee/Coverage Run-Out is the period of time after an employee terminates employment (or loses eligibility to participate in the Plan) during which the employee can submit claims for expenses incurred while the employee remained a participant. See Item X for Run-Out information.

Health FSA

(a) The maximum annual reimbursement amount an Employee may elect for any Plan Year is $2500.00.

(b) The maximum annual reimbursement amount that a Participant may receive during the year is the annual reimbursement amount elected by the Employee on the Salary Reduction Agreement for Health FSA coverage, not to exceed the amount set forth in (a) above.

(c) Minimum Contribution for this Benefit per Plan Year per Employee is $0.00.

(d) In order to receive reimbursement under the Health FSA, the claim or claims must equal or exceed the Minimum Check Amount. If a claim or claims submitted by the Participant do not equal or exceed this amount, the claim or claims will be held until the accumulated claims equal or exceed the Minimum Check Amount, except that claims submitted for reimbursement during the last month of the Plan Year, the Closing Period, or the Claims Submission Grace Period, whichever is applicable, will not be subject to the Minimum Check Amount. The Minimum Check Amount under this Plan is hereby set as $25.00.

(e) COBRA Administrator: _____

Street Address: _____

_____

City, State, Zip: _____, __ _____

(f) Limited Scope Option: Employees may not elect to limit the scope of reimbursement under the Health FSA, as set forth in the SPD, so that the employee and/or a spouse may participant in a Health Savings Account as defined in Code Section 223.

(g) Spousal Exclusion: Employees may not elect to exclude the spouse from coverage under the Health FSA, as set forth in the SPD, so that the spouse may participate in a Health Savings Account as defined in Code Section 223.

Dependent Care Assistance Plan

(a) The maximum annual reimbursement amount a Participant may elect under the Dependent Care Assistance Plan for any Plan Year is the lesser of the maximum established by the Plan described in (b) below or the statutory maximum specified in Code Section 129 (as described in Appendix A of the Plan).

(b) The maximum annual reimbursement amount established by the Dependent Care Assistance Plan is as follows: $5000.00 for married filing jointly or single and $2500.00 for married filing separately.

(c) The maximum annual reimbursement that a Participant may receive during the year is the annual reimbursement amount elected by the Participant on the Salary Reduction Agreement, not to exceed the amount in (a) above.

(d) Minimum Contribution for the Benefit per Plan Year per Employee is $0.00.

(e) In order to receive reimbursement under the Dependent Care Assistance Plan, the claim or claims must equal or exceed the Minimum Check Amount. If a claim or claims submitted by the Participant do not equal or exceed this amount, the claim or claims will be held until the accumulated claims equal or exceed the Minimum Check Amount, except that claims submitted for reimbursement during the last month of the Plan Year, during the Closing Period, or Claims Submission Grace Period, whichever is applicable, will not be subject to the Minimum Check Amount. The Minimum Check Amount under this Plan is hereby set as $25.00

Item VII: FlexMoney Card®

As part of the Plan, a FlexMoney Card® is an optional reimbursement method.

Item VIII: Plan Entry Date

The Plan Entry Date is the date when an employee who has satisfied the Eligibility Requirements may commence participation in the Plan. The Plan Entry Date is the later of the date the Employee files a Salary Reduction Agreement or Date requirements are met..

Item IX: Grace Period & Run-Out

As indicated in Item X below, the Employer has the option to adopt a grace period on any or all of your benefits. Please view this section to determine which, if any, of your benefits include this grace period.

If a grace period has been adopted, it will begin on the first day of the next Plan Year and (depending on the benefit) will end up to two (2) months and fifteen (15) days later. To view a list of benefits and associated grace information, please see Item X.

In order to take advantage of the grace period, you must be:

- A Participant in the applicable spending account(s) on the last day of the Plan Year to which the grace period relates, or
- (for Health FSA) A Qualified Beneficiary who is receiving COBRA coverage under the Health FSA on the last day of the Plan Year to which the grace period relates.

The following additional rules will apply to the grace period:

- Eligible expenses incurred during a grace period and approved for reimbursement will be paid first from available amounts that were remaining at the end of the Plan Year to which the grace period relates and then from any amounts that are available to reimburse expenses incurred during the current Plan Year. Because Run-Out claims may be submitted after Grace Period claims, claims may be reordered to maximize reimbursement; as a result, grace claims and/or payments may be reassigned to the current plan year.

  For example, assume the Plan Years are Calendar Years, then assume that $200 remains in your Health FSA account at the end of the Previous Plan Year, and further assume that you have elected to allocate $2400 to the Health FSA for the Current Plan Year. If you submit for reimbursement an Eligible Medical Expense of $500 that was incurred on January 15, of Current Year, $200 of your claim will be paid out of the unused amounts remaining in your Health FSA from the Previous Plan Year and the remaining $300 will be paid out of amounts allocated to your Health FSA for Current Year. Let us further assume that you then submit for reimbursement a Eligible Medical Expense of $200 that was incurred on November 10, Previous Plan Year. The amount that had been reimbursed using the $200 from the Previous Plan Year (grace money) would then be reordered to pay the November 10, Previous Plan

Year claim, and the full $500 January 15, Current Plan Year claim would then be reordered to be reimbursed from Current Plan Year money.

- Expenses incurred during a grace period must be submitted before the end of the Run-Out Period of the previous plan year as described in this SPD. Any unused amounts from the end of a Plan Year to which the grace period relates that are not used to reimburse eligible expenses incurred either during the Plan Year to which the grace period relates or during the grace period will be forfeited if not submitted for reimbursement before the end of the previous Plan Year's Run-Out Period. To see a list of benefits and associated Run-Out information, see Item X.

You may not use Health FSA amounts to reimburse Eligible Day Care Expenses (and if the grace period is offered under the Dependent Care FSA, Dependent Care FSA amounts may not be used to reimburse Eligible Medical Expenses).

Item X: Benefit Grace and Run-Out Information

Benefit	Grace Adopted	Grace End Date	Grace Cap	Active Employee Run-Out Date	Terminated Employee / Coverage Run-Out Date / Days
FSA Dependent Care	No			90 days	90 days
FSA Medical	No			90 days	90 days

Item XI: Contacts and Responsibilities

Benefits Coordinator

Name:	Valerie Johnson
Title:	Human Resources Manager
Phone:	(630) 530-3770
Company Name:	City of Elmhurst
Street Address:	209 N. York Road
City, State, Zip:	Elmhurst, IL 60126

Acceptance of Legal Process

Name:	
Title:	
Phone:	(630) 530-3770
Company Name:	City of Elmhurst
Street Address:	209 N. York Road
City, State, Zip:	Elmhurst, IL 60126

Item XII - Incorporation by Reference

The actual terms and conditions of the separate benefits offered under this Plan are contained in separate, written documents governing each respective benefit, and will govern in the event of a conflict between the individual plan document and the Employer's Cafeteria Plan adopted through this Agreement as to substantive content. To that end, each such separate document, as amended or subsequently replaced, is hereby incorporated by reference as if fully recited herein.

Signature: _____ Date: / /
Name:
Title:

Executed at: City of Elmhurst
209 N. York Road
Elmhurst, IL 60126

CAFETERIA PLAN

PREMIUM REDUCTION OPTION *PLUS*

FLEXIBLE SPENDING ACCOUNTS

PLAN DOCUMENT

AS ADOPTED BY
CITY OF ELMHURST

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PREAMBLE

Effective as of the date set forth in the Adoption Agreement, the Employer identified in the Adoption Agreement has established the Cafeteria Plan (the "Plan" or “Cafeteria Plan”) for its Employees for purposes of providing eligible Employees with the opportunity to choose from the Benefit Package Options available under the Plan. The Plan is intended to qualify as a cafeteria plan under the provisions of Code Section 125.

The Adoption Agreement is incorporated by reference and is made a part of this plan document. In addition, there are appendices attached to these documents that describe the terms of the Health Flexible Spending Account and the Dependent Care Flexible Spending Account. To the extent adopted by the Employer (as set forth in the Adoption Agreement), each appendix is incorporated into and made a part of this plan document.

ARTICLE I
DEFINITIONS

1.01 "Affiliated Employer" means any entity who is considered with the Employer to be a single employer in accordance with Code Section 414(b), (c), or (m).

1.02 "After-tax Contribution(s)" means amounts withheld from an Employee's Compensation pursuant to a Salary Reduction Agreement after all applicable state and federal taxes have been deducted. Such amounts are withheld for purposes of purchasing one or more of the Benefit Package Options available under the Plan.

1.03 "Anniversary Date" means the first day of any Plan Year.

1.04 "Benefit Credits" means any amount that the Employer, in its sole discretion, may contribute on behalf of each Participant to provide benefits for such Participant and his or her Dependents, if applicable, under one or more of the Benefit Package Option(s) offered under the Plan. The amount of employer contribution that is applied towards the cost of the Benefit Package Option(s) for each Participant and/or level of coverage shall be subject to the sole discretion of the Employer and may be adjusted upward or downward at any time in the contributing Employer's sole discretion. The amount shall be calculated for each Plan Year in a uniform and nondiscriminatory manner and may be based upon the Participant's dependent status, commencement or termination date of the Participant's employment during the Plan Year, and such other factors as the Employer shall prescribe. To the extent set forth in the Summary Plan Description or enrollment material, the Employer may make Benefit credits available to Participants and allow Participants to allocate the Benefit credits among the various Benefit Package Options offered under the Plan in a manner set forth in the Summary Plan Description or enrollment material. In no event will any Nonelective Contribution be disbursed to a Participant in the form of additional, taxable Compensation except as otherwise provided in the Summary Plan Description or enrollment material.

1.05 "Benefit Package Option(s)" means those Qualified Benefits available to a Participant under this Plan as set forth in the Adoption Agreement.

1.06 "Board of Directors" means the Board of Directors or other governing body of the Employer (the "Board"). The Board of Directors, upon adoption of this Plan, appoints the Plan Administrator to act on the Employer's behalf in all matters regarding the Plan.

1.07 "Change in Status" means any of the events described in the Summary Plan Description, as well as any other events included under subsequent changes to Code Section 125 or regulations issued under Code Section 125, that the Plan Administrator (in its sole discretion) decides to recognize on a uniform and consistent basis as a reason to change the election mid-year. Note: See the Summary Plan Description for requirements that must be met to permit certain mid-year election changes on account of a Change in Status.

1.08 "Code" means the Internal Revenue Code of 1986, as amended.

1.09 "Compensation" means the cash wages or salary paid to an Employee by the Employer.

1.10 "Dependent" means any individual who is a tax dependent of the Participant as defined generally in Code Section 152(a); however, that in the case of health benefits, a Dependent shall be defined as set forth in Code Section 105(b) and the regulations issued under Code Section 106. For purposes of Dependent Care FSA (if offered under the Plan) a Dependent shall also be defined as in Code Section 21(e)(5) (i.e., dependent of the parent with custody for the greatest portion of the year).

1.11 "Effective Date" of the Plan means the date specified in the Adoption Agreement that this Plan was established**.** If this Plan is Amended and Restated, the Amended and Restated effective date will be the date of this document as set forth below.

1.12 "Employee" means an individual who the Employer classifies as a common-law employee and who is on the Employer's W-2 payroll, but does not include any of the following: (a) any leased employee (including, but not limited to, those individuals defined in Code § 414(n)); (b) an individual classified by the Employer as a contract worker or independent contractor; (c) an individual classified by the Employer as a temporary employee or casual employee, whether or not any such persons are on the Employer's W-2 payroll; and (d) any individual who performs services for the Employer but who is paid by a temporary or other employment agency such as "Kelly," "Manpower," etc., or any employee covered under a collective bargaining agreement, except as otherwise provided for in the collective bargaining agreement.

1.13 "Employer" means the Employer identified in the Adoption Agreement as the sponsoring employer and any Affiliated Employer who adopts the Plan pursuant to authorization provided by the Employer. Notwithstanding the previous sentence when the Plan provides that the Employer has a certain power (e.g., the appointment of a third party administrator, entering into a contract with a third party insurer, or amendment or termination of the plan) the term "Employer" shall mean only the Employer identified as the Plan Sponsor. Affiliated Employers who adopt the Plan shall be bound by the Plan as adopted and subsequently amended unless they clearly withdraw from participation herein.

1.14 "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

1.15 "Highly Compensated Individual" means an individual defined under Code Section 125(e), as amended, as a "highly compensated individual" or a "highly compensated employee."

1.16 "Key Employee" means an individual who is a "key employee" as defined in Code Section 125(b)(2), as amended.

1.17 "Participant" means an Employee who becomes a Participant pursuant to Article II.

1.18 "Plan" means this Cafeteria Plan, as set forth herein.

1.19 "Plan Administrator" means the person(s) or Committee identified in the Summary Plan Description that is appointed by the Employer with authority, discretion, and responsibility to manage and direct the operation and administration of the Plan. If no such person is named, the Plan Administrator shall be the Employer.

1.20 "Plan Year" shall be the period of coverage set forth in the Summary Plan Description.

1.21 "Pre-tax Contribution(s)" means amounts withheld from an Employee's Compensation pursuant to a Salary Reduction Agreement before any applicable state and federal taxes have been deducted. The amounts are withheld for purposes of purchasing one or more of the Benefit Package Options available under the Plan. This amount shall not exceed the premiums or contributions attributable to the most costly Benefit Package Option afforded hereunder, and for purposes of Code Section 125, shall be treated as an Employer contribution (this amount may, however, be treated as an Employee contribution for purposes of state insurance laws).

1.22 "Qualified Benefit" means any benefit excluded from the Employee's taxable income under Chapter 1 of the Code other than Sections 106(b), 117, 124, 127, or 132 and any other benefit permitted by the Income Tax Regulations (i.e., any group-term life insurance coverage that is includable in gross income by virtue of exceeding the dollar limitation on nontaxable coverage under Code Sec. 79). Notwithstanding the previous sentence, long-term care insurance is not a "Qualified Benefit."

1.23 "Salary Reduction Agreement" means the actual or deemed agreement pursuant to which an eligible Employee or Participant elects to contribute his share of the cost of chosen Benefit Package Options with Pre-tax or After-tax Contributions and/or Benefit Credits (if offered under the Plan) in accordance with Article III herein. If the Employer utilizes an interactive voice response (IVR) system or web-based program for enrollment, the Salary Reduction Agreement may be maintained on an electronic database in accordance with all applicable federal and/or state laws.

1.24 "Spouse" means an individual who is legally married to a Participant (and who is treated as a spouse under the Code).

1.25 "Summary Plan Description" or "SPD" means the Flexible Benefits Plan SPD and all appendices incorporated into and made a part of the SPD that is adopted by the Employer and attached to this Plan Document as Attachment I, as amended from time to time. The SPD and appendices are incorporated hereto by reference.

1.26 "Student" means an individual who, during each of five (5) or more calendar months during the Plan Year, is a full time student at any college or university, the primary function of which is the conduct of formal instruction, and which routinely maintains a regular faculty and curriculum and normally has an enrolled student body in attendance at the location where its educational activities are regularly presented.

ARTICLE II
ELIGIBILITY AND PARTICIPATION

2.01 Eligibility to Participate. Each Employee who satisfies the eligibility requirements set forth in the Adoption Agreement shall be eligible to participate in this Plan as of the Plan Entry Date set forth in the Adoption Agreement. Eligibility to participate in this Plan means only that the Eligible Employee is entitled to contribute his share of the cost of applicable Benefit Package Options for which he is eligible with Pre-tax Contributions. The provisions of this Article are not intended to override any eligibility requirement(s) or waiting period(s) specified in the applicable Benefit Package Options and the terms of eligibility and participation for the Benefit Package Option(s) offered under the Plan shall be subject to the requirements specified in the governing documents of the Benefit Package Options.

2.02 Termination of Participation. Participation shall terminate on the earliest of the dates set forth in the SPD.

2.03 Qualifying Leave Under Family Leave Act. Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying leave under the Family and Medical Leave Act of 1993 (the "FMLA"), then to the extent required by the FMLA, the Participant will be entitled to continue the Participant's Benefit Package Options that provide health coverage on the same terms and conditions as if the Participant were still an active Employee. The requirements for continuing coverage, procedures for FMLA leave and payment option(s) provided by the Employer (as described above), will be set forth in the SPD and will be administered in accordance with the regulations issued under Code Section 125 and in accordance with the FMLA.

2.04 Non-FMLA Leave. If a Participant goes on an unpaid leave of absence that does not affect eligibility under this Plan or the Benefit Package Options chosen by the Participant, then the Participant will continue to participate and the contributions due for the Participant will be paid by one or more of the payment options described in the SPD and implemented by the Employer on a uniform and consistent basis in accordance with the Employer’s internal policy and procedure. If a Participant goes on an unpaid leave that affects eligibility under this Plan or the Benefit Package Options chosen by the Participant, the election change rules in Section 3.04 will apply. If such policy requires coverage to continue during the leave but permits a Participant to discontinue contributions while on leave, the Participant will, upon returning from leave, be required to repay the contributions not paid by the Participant during the leave.

ARTICLE III
PREMIUM ELECTIONS

3.01 Election of Contributions. A Participant may elect any combination of Pre-tax Contributions or After-tax Contributions (to the extent set forth in the enrollment material) to fund any Benefit Package Option available under the Plan, provided that only Qualified Benefits may be funded with Pre-tax Contributions. The Employer may, but is not required to, allocate Benefit credits to one or more Benefit Package Options offered under the Plan and to the extent set forth in the SPD or enrollment material, may allow the Participants to allocate his allotted share of Benefit credits among the various Benefit Package Options in a manner set forth in the SPD or enrollment material.

3.02 Initial Election Period.

(a) **Currently Eligible Employees.** An Employee who is eligible to become a Participant in this Plan as of the Effective Date must complete, sign and file a Salary Reduction Agreement with the Plan Administrator (or its designated third party administrator as set forth on the Salary Reduction Agreement) during the election period (as specified by the Plan Administrator) immediately preceding the Effective Date of the Plan in order to become a Participant on the Effective Date. The elections made by the Participant on this initial Salary Reduction Agreement shall be effective, subject to Section 3.04, for the Plan Year beginning on the Effective Date.

(b) **New Employees and Employees Who Have Not Yet Satisfied The Plan's Waiting Period**. An Employee who becomes eligible to become a Participant in this Plan after the Effective Date must complete, sign and file a Salary Reduction Agreement with the Plan Administrator (or its designated third party administrator as set forth on the Salary Reduction Agreement) during the Initial Election Period set forth in the SPD or the enrollment material. Participation will commence under this Plan as set forth in the SPD. Coverage under the component Benefit Package Options will be effective in accordance with the governing provisions of such Benefit Package Options.

(c) **Failure to Elect.** An eligible Employee who fails to complete, sign and file a Salary Reduction Agreement in accordance with paragraph (a) or (b) above during an initial election period may become a Participant on a later date in accordance with Section 3.03 or 3.04.

3.03 Annual Election Period. Each Employee who is a Participant in this Plan or who is eligible to become a Participant in this Plan shall be notified, prior to each Anniversary Date of this Plan, of his right to become a Participant in this Plan, to continue participation in this Plan, or to modify or to cease participation in this Plan, and shall be given a reasonable period of time in which to exercise such right: such period of time shall be known as the Annual Election Period. The date on which the Annual Election Period commences and ends will be set forth in the SPD or the enrollment material. An election is made during the Annual Election Period in

the manner set forth in the SPD. The consequences of failing to make an election during the Annual Election Period will be set forth in the SPD.

3.04 Change of Elections. A Participant shall not make any changes to the Pre-tax Contribution amount or, where applicable, to the Participant's elected allocation of Benefit credits except under the circumstances set forth in the SPD and for changes made during the Annual Election Period, changes caused by termination of employment or cessation of eligibility, and changes pursuant to the Family and Medical Leave Act. Except as provided in the SPD for HIPAA special enrollment rights arising from the birth, adoption, or placement for adoption of a child, all election changes shall be effective on a prospective basis only (i.e., election changes will become effective no earlier than the first day of the first pay period coinciding with or immediately following the date that the election change was filed) but, as determined by the Plan Administrator, election changes may become effective later to the extent the coverage in the applicable component plan commences later.

3.05 Impact of Termination of Employment on Election or Cessation of Eligibility. Termination of employment or cessation of eligibility shall automatically revoke any Salary Reduction Agreement. Except as provided below, if revocation occurs under this Section 3.05, no new election with respect to Pre-Tax Contributions may be made by such Participant during the remainder of the Plan Year except as set forth in the SPD.

ARTICLE IV
PREMIUM PAYMENTS AND CREDITS AND DEBITS TO ACCOUNTS

4.01 Source of Benefit Funding. The cost of coverage under the component Benefit Package Options shall be funded by Participant’s Pre-tax and/or After-tax Contributions and/or any Benefit credits provided by the Employer. The required contributions for each of the Benefit Package Options offered under the Plan shall be made known to employees in enrollment materials. Pre-tax or After-tax Contributions (as elected by the Employee on the Salary Reduction Agreement and permitted by the Employer) shall equal the contributions required from the Participant less any available Benefit credits allocated thereto by the Employer, or where applicable, the Participant for coverage of the Participant or the Participant's Spouse or Dependents under the Benefit Package Options elected by the Participant under this Plan. Amounts withheld from a Participant's Compensation as Pre-tax Contributions or After-tax Contributions shall be applied to fund benefits as soon as administratively feasible. The maximum amount of Pre-tax Contributions, plus any Benefit credits made available by the Employer, shall not exceed the aggregate cost of the Benefit Package Options elected.

4.02 Reduction of Certain Elections to Prevent Discrimination. If the Plan Administrator determines, before or during any Plan Year, that the Plan may fail to satisfy for such Plan Year any requirement imposed by the Code or any limitation on Pre-tax Contributions allocable to Key Employees or to Highly Compensated Individuals, the Plan Administrator shall take such action(s) as he deems appropriate, under rules uniformly applicable to similarly situated Participants, to assure compliance with such requirement or limitation. Such action may include, without limitation, a modification or revocation of a Highly Compensated Individual's or Key Employee's election without the consent of such Employee.

ARTICLE V
BENEFITS

5.01 Qualified Benefits. The maximum benefit a Participant may elect under this Plan shall not exceed the sum of the aggregate maximum premium and/or contribution for all Benefit Package Option(s) set forth in the Adoption Agreement.

5.02 Cash Benefit. To the extent that a Participant does not elect to have the maximum amount of his Compensation contributed as a Pre-tax Contribution or After-tax Contribution hereunder, such amount not elected shall be paid to the Participant in the form of normal Compensation payments; provided, however, that any applicable Benefit credits may not be received in the form of cash compensation, except as otherwise provided for in the SPD or the enrollment material.

ARTICLE VI
PLAN ADMINISTRATION

6.01 Allocation of Authority. The Board of Directors or applicable governing body (or an authorized officer of the Employer) appoints a Plan Administrator that keeps the records for the Plan and shall control and manage the operation and administration of the Plan. The Plan Administrator shall have the exclusive right to interpret the Plan and to decide all matters arising thereunder, including the right to make determinations of fact, and construe and interpret possible ambiguities, inconsistencies, or omissions in the Plan and the SPD issued in connection with the Plan. All determinations of the Plan Administrator with respect to any matter hereunder shall be conclusive and binding on all persons. Without limiting the generality of the foregoing, the Plan Administrator shall have the following powers and duties:

(a) To require any person to furnish such reasonable information as he may request for the purpose of the proper administration of the Plan as a condition to receiving any benefits under the Plan;

(b) To make and enforce such rules and regulations and prescribe the use of such forms as he shall deem necessary for the efficient administration of the Plan;

(c) To decide on questions concerning the Plan and the eligibility of any Employee to participate in the Plan and to make or revoke elections under the Plan, in accordance with the provisions of the Plan;

(d) To designate other persons to carry out any duty or power which may or may not otherwise be a fiduciary responsibility of the Plan Administrator, under the terms of the Plan. Such entity will be referred to as a third party administrator and shall be identified in the SPD;

(f) To keep records of all acts and determinations, and to keep all such records, books of account, data and other documents as may be necessary for the proper administration of the Plan;

(g) To do all things necessary to operate and administer the Plan in accordance with its provisions.

6.02 Provision for Third-Party Plan Service Providers. The Plan Administrator, subject to approval of the Employer, may employ the services of such persons, as it may deem necessary or desirable, in connection with the operation of the Plan, and may rely upon all tables, valuations, certificates, reports and opinions furnished thereby. Such entity will be identified in the SPD as a third party administrator. Unless otherwise provided in the service agreement, obligations under this Plan shall remain the obligation of the Employer.

6.03 Fiduciary Liability. To the extent permitted by law, the Plan Administrator shall not incur any liability for any acts or for failure to act except for their own willful misconduct or willful breach of this Plan.

6.04 Compensation of Plan Administrator. Unless otherwise determined by the Employer and permitted by law, any Plan Administrator who is also an employee of the Employer shall serve without compensation for services rendered in such capacity, but the Employer shall pay all reasonable expenses incurred in the performance of their duties.

6.05 Bonding. Unless otherwise determined by the Employer, or unless required by any federal or state law, the Plan Administrator shall not be required to give any bond or other security in any jurisdiction in connection with the administration of this Plan.

6.06 Payment of Administrative Expenses. The Employer currently pays all reasonable expenses incurred in administering the Plan.

6.07 Funding Policy. The Employer shall have the right to enter into a contract with one or more insurance companies for the purposes of providing any Benefit Package Options offered under the Plan and to replace any of such insurance companies or contracts. Any dividends, retroactive rate adjustments, or other refunds of any type that may become payable under any such insurance contract shall not be assets of the Plan but shall be the property of, and shall be retained by, the Employer. The Employer will not be liable for any loss or obligation relating to any insurance coverage except as is expressly provided by this plan. Such limitation shall include, but not be limited to, losses or obligations that pertain to the following:

(a) Once insurance is applied for or obtained, the Employer will not be liable for any loss which may result from the failure to pay premiums to the extent premium notices are not received by the Employer;

(b) To the extent premium notices are received by the Employer, the Employer's liability for the payment of such premiums will be limited to such premiums and will not include liability for any other losses which result from such failure;

(c) The Employer will not be liable for the payment of any insurance premium or any loss that may result from the failure to pay an insurance premium if the benefits

available under this plan are not enough to provide for such premium cost at the time it is due. In such circumstances, the Employee will be responsible for, and see to, the payment of such premiums. The Employer will undertake to notify a Participant if available benefits under this plan are not enough to provide for an insurance premium, but will not be liable for any failure to make such notification;

(d) When employment ends, the Employer will have no liability to take any step to maintain any policy in force except as may be specifically required otherwise in this plan, and the Employer will not be liable for or responsible to see to the payment of any premium after employment ends.

ARTICLE VII
CLAIMS PROCEDURES

The Plan has established procedures for reviewing claims denied under this Plan and those claims review procedures are set forth in the SPD. The Plan's claim review procedures set forth in the SPD shall only apply to issues germane to the pre-tax benefits available under this Plan (i.e., such as a determination of: a Change in Status; change in cost or coverage; or eligibility and participation matters under this Cafeteria Plan document), and to the extent offered under the Plan, claims for benefits under the Reimbursement Accounts.

ARTICLE VIII
AMENDMENT OR TERMINATION OF PLAN

8.01 Permanency. While the Employer fully expects that this Plan will continue indefinitely, due to unforeseen, future business contingencies, permanency of the Plan will be subject to the Employer's right to amend or terminate the Plan, as provided in Sections 8.02 and 8.03, below. Nothing in this Plan is intended to be or shall be construed to entitle any Participant, retired or otherwise, to vested or non-terminable benefits.

8.02 Employer's Right to Amend. The Employer reserves the right to amend at any time any or all of the provisions of the Plan. All amendments shall be made in writing and shall be approved by the Employer in accordance with its normal procedures for transacting business (e.g., by approval by the Board of Directors through a meeting or unanimous consent of all Board members). Such amendments may apply retroactively or prospectively as set forth in the amendment. Each Benefit Package Option shall be amended in accordance with the terms specified therein, or, if no amendment procedure is prescribed, in accordance with this section. Any amendment made by the Employer shall be deemed to be approved and adopted by any Affiliated Employer.

8.03 Employer's Right to Terminate. The Employer reserves the right to discontinue or terminate the Plan without prejudice at any time and for any reason without prior notice. Such decision to terminate the Plan shall be made in writing and shall be approved by the Employer in accordance with its normal procedures for transacting business. Affiliated Employers may withdraw from participation in the Plan, but may not terminate the Plan.

8.04 Determination of Effective Date of Amendment or Termination. Any such amendment, discontinuance or termination shall be effective as of such date as the Employer shall determine.

ARTICLE IX
GENERAL PROVISIONS

9.01 Not an Employment Contract. Neither this Plan nor any action taken with respect to it shall confer upon any person the right to continue employment with any Employer.

9.02 Applicable Laws. The provisions of the Plan shall be construed, administered and enforced according to applicable federal law and the laws of the State of the Employer's primary domicile to the extent not preempted.

9.03 Requirement for Proper Forms. All communications in connection with the Plan made by a Participant shall become effective only when duly executed on any forms as may be required and furnished by, and filed with, the Plan Administrator.

9.04 Multiple Functions. Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.

9.05 Tax Effects. Neither the Employer, nor the Plan Administrator makes any warranty or other representation as to whether any Pre-tax Contributions made to, or on behalf of, any Participant hereunder will be treated as excludable from gross income for local, state, or federal income tax purposes. If for any reason it is determined that any amount paid for the benefit of a Participant or Beneficiary are includable in an Employee's gross income for local, federal, or state income tax purposes, then under no circumstances shall the recipient have any recourse against the Plan Administrator or the Employer with respect to any increased taxes or other losses or damages suffered by the Employees as a result thereof. The Plan is designed and is intended to be operated as a "cafeteria plan" under Section 125 of the Code.

9.06 Gender and Number. Masculine pronouns include the feminine as well as the neuter genders, and the singular shall include the plural, unless indicated otherwise by the context.

9.07 Headings. The Article and Section headings contained herein are for convenience of reference only, and shall not be construed as defining or limiting the matter contained thereunder.

9.08 Incorporation by Reference. The actual terms and conditions of the separate component Benefit Package Options offered under this Plan are contained in separate, written documents governing each respective benefit, and shall govern in the event of a conflict between the individual plan document, and this Plan as to substantive content. To that end, each such separate document, as amended or subsequently replaced, is hereby incorporated by reference as if fully recited herein. In addition, the SPD for this Plan contains many of the actual terms and

conditions of this Plan. To that end, the SPD, as amended from time to time, is incorporated herein.

9.09 Severability. Should a court of competent jurisdiction subsequently invalidate any part of this Plan, the remainder thereof shall be given effect to the maximum extent possible.

9.10 Effect of Mistake. In the event of a mistake as to the eligibility or participation of an Employee, or the allocations made to the account of any Participant, or the amount of distributions made or to be made to a Participant or other person, the Plan Administrator shall, to the extent it deems possible, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of, such amounts as will in its judgment accord to such Participant or other person the credits to the account or distributions to which he is properly entitled under the Plan. Such action by the Administrator may include withholding of any amounts due the Plan or the Employer from Compensation paid by the Employer.

IN WITNESS WHEREOF, the Employer has executed this Cafeteria Plan as of the date set forth below.

_____

Employer Representative

_____

Date

HEALTH FLEXIBLE SPENDING ACCOUNT
APPENDIX A TO THE CAFETERIA PLAN

Health Flexible Spending Account Appendix

If identified as a Benefit Package Option in the Adoption Agreement, the Employer identified in the Adoption Agreement has established this Health Flexible Spending Account (the Health FSA) to help provide full and complete medical care for those Employees who participate in the Employer's Cafeteria Plan ("Plan") and who, pursuant to the election procedures set forth in the Plan, choose to contribute to a Health FSA established pursuant to this document. This Health FSA is intended to provide reimbursement of certain Eligible Medical Expenses incurred by the Participant and his eligible Dependents. The Employer intends that the Health FSA qualify as a Code Section 105 self-insured medical reimbursement plan, and that the benefits provided under the Health FSA be eligible for exclusion from the Participant's income for federal income tax purposes under Section 105(b) of the Code. This Health FSA is a component of, and incorporated by reference into, the Cafeteria Plan and Articles VI, VIII and IX of the Cafeteria Plan document apply also to this Health FSA.

This Health Flexible Spending Account Appendix only applies to the extent Health Flexible Spending Account has been identified as a Benefit Package Option in the Adoption Agreement.

ARTICLE IA
DEFINITIONS

Unless otherwise specified, terms that are capitalized in this Appendix A have the same meaning as the defined terms in the Cafeteria Plan. The definitions of terms defined in this Appendix A, but not defined in the Cafeteria Plan, shall be applicable only with respect to this Appendix A. To the extent a term is defined both in the Cafeteria Plan and in this Appendix A, the term as defined in the Cafeteria Plan shall govern the interpretation of the Cafeteria Plan and the term as defined in this Appendix A shall govern the interpretation of this Health FSA.

1.01A "Dependent" means any individual who is a tax dependent of the Participant as defined in Code Section 105(b).

1.02A "Eligible Medical Expenses" means those expenses that are eligible for reimbursement under this Health FSA as set forth in the SPD.

1.03A "Health Care Reimbursement" shall have the meaning assigned to it by Section 4.01A of this Health FSA.

1.04A "Highly Compensated Individual" means an individual defined under Code Section 105(h), as amended, as a "highly compensated individual" or a "highly compensated employee."

1.05A "Reimbursement Account" shall be the funding mechanism by which amounts are withheld from an Employee's Compensation and retained for future Health Care Reimbursement (as defined in Section 1.04A herein). No money shall actually be allocated to any individual Participant Account(s); any such Account(s) shall be of a memorandum nature, maintained by the Administrator for accounting purposes, and shall not be representative of any identifiable trust assets. No interest will be credited to or paid on amounts credited to the Participant Account(s).

ARTICLE IIA
ELIGIBILITY AND PARTICIPATION

2.01A Eligibility to Participate. Each Employee who satisfies the eligibility requirements set forth in the Adoption Agreement shall be eligible to participate in this Health FSA as of the Plan Entry Date set forth in the Adoption Agreement.

2.02A Termination of Participation. Participation shall terminate on the earliest of the dates set forth in the SPD.

2.03A Qualifying Leave Under Family Leave Act. Notwithstanding any provision to the contrary in this Health FSA, if a Participant goes on a qualifying leave under the Family and Medical Leave Act of 1993 (the "FMLA"), then to the extent required by the FMLA, the Participant will be entitled to continue the Participant's coverage under this Health FSA on the

same terms and conditions as if the Participant were still an active Employee. The requirements for continuing coverage, procedures for FMLA leave and payment option(s) provided by the Employer (as described above) will be set forth in the SPD and will be administered in accordance with the regulations issued under Code Section 125 and in accordance with the FMLA.

2.04A. Non-FMLA Leave. If a Participant goes on an unpaid leave of absence that does not affect eligibility under this Health FSA, then the Participant will continue to participate and the contributions due for the Participant will be paid by one or more of the payment options described in the SPD and implemented by the Employer on a uniform and consistent basis in accordance with the Employer's internal policy and procedure. If a Participant goes on an unpaid leave that affects eligibility under this Health FSA, the election change rules in Section 3.03A of this Health FSA will apply. If such policy requires coverage to continue during the leave but permits a Participant to discontinue contributions while on leave, the Participant will, upon returning from leave, be required to repay the contributions not paid by the Participant during the leave.

ARTICLE IIIA
ELECTION TO PARTICIPATE

3.01A Initial Election Period.

(a) **Currently Eligible Employees.** An Employee who is eligible to become a Participant in this Health FSA as of the Effective Date must complete, sign and file a Salary Reduction Agreement with the Plan Administrator (or its designated third party administrator as set forth on the Salary Reduction Agreement) during the election period (as specified by the Plan Administrator) immediately preceding the Effective Date of the Health FSA in order to become a Participant on the Effective Date. The elections made by the Participant on this initial Salary Reduction Agreement shall be effective, subject to Section 3.02A, for the Plan Year beginning on the Effective Date.

(b) **New Employees and Employees Who Have Not Yet Satisfied The Health FSA's Waiting Period**. An Employee who becomes eligible to become a Participant in this Health FSA after the Effective Date must complete, sign and file a Salary Reduction Agreement with the Plan Administrator (or its designated third party administrator as set forth on the Salary Reduction Agreement) during the Initial Election Period set forth in the SPD or the enrollment material. Participation will commence under this Health FSA as set forth in the SPD (but in no event prior to the election).

(c) **Failure to Elect.** An eligible Employee who fails to complete, sign and file a Salary Reduction Agreement in accordance with paragraph (a) or (b) above during an initial election period may become a Participant on a later date in accordance with Section 3.02A or 3.03A.

3.02A. Annual Election Period. Each Employee who is a Participant in this Health FSA or who is eligible to become a Participant in this Health FSA shall be notified, prior to each Anniversary Date of this Health FSA, of his right to become a Participant in this Health FSA, to continue participation in this Health FSA, or to modify or to cease participation in this Health FSA, and shall be given a reasonable period of time in which to exercise such right: such period of time shall be known as the Annual Election Period. The date on which the Annual Election Period commences and ends will be set forth in the SPD or the enrollment material. An election is made during the Annual Election Period in the manner set forth in the SPD. The consequences of failing to make an election during the Annual Election Period will be set forth in the SPD.

3.03A Change of Elections. A Participant shall not make any changes to his or her election except for election changes permitted under the SPD, and for changes made during the Annual Election Period, changes caused by termination of employment or cessation of eligibility and changes pursuant to the Family and Medical Leave Act. Except as provided in the SPD for HIPAA special enrollment rights arising from the birth, adoption, or placement for adoption of a child, all election changes shall be effective on a prospective basis only (i.e., election changes will become effective no earlier than the first day of the first pay period coinciding with or immediately following the date that the election change was filed) but, as determined by the Plan Administrator, election changes may become effective later.

3.04A Impact of Termination of Employment on Election or Cessation of Eligibility. Termination of employment or cessation of eligibility shall automatically revoke any Salary Reduction Agreement. Except as provided below, if revocation occurs under this Section 3.04A, no new election with respect to the Health FSA may be made during the remainder of the Plan Year except as set forth in the SPD.

3.05A Reduction of Certain Elections to Prevent Discrimination. If the Plan Administrator determines, before or during any Plan Year, that the Health FSA may fail to satisfy for such Plan Year any requirement imposed by the Code or any limitation on Highly Compensated Individuals, the Plan Administrator shall take such action(s) as he deems appropriate, under rules uniformly applicable to similarly situated Participants, to assure compliance with such requirement or limitation.

ARTICLE IVA
REIMBURSEMENTS

4.01A Health Care Reimbursement. Each Participant's Health FSA will be credited for Health Care Reimbursement with amounts withheld from the Participant's Compensation and any Benefit credits allocated thereto by the Employer or where applicable, the Participant. The Account will be debited for Health Care Reimbursements disbursed to the Participant in accordance with Article V of this document. The entire amount elected by the Participant on the Salary Reduction Agreement as an annual amount for the Plan Year for Health Care Reimbursement less any Health Care Reimbursements already disbursed to the Participant for Expenses incurred during the Plan Year shall be available to the Participant at any time during the Plan Year without regard to the balance in the Health Care Account (provided that the periodic contributions have been made). Thus, the maximum amount of Health Care

Reimbursement at any particular time during the Plan Year will not relate to the amount that a Participant has had credited to his Health FSA. In no event will the amount of Health Care Reimbursements in any Plan Year exceed the annual amount specified for the Plan Year in the Salary Reduction Agreement for Health Care Reimbursement. Any amount credited to the Health Care Account shall be forfeited by the Participant and restored to the Employer if it has not been applied by the end of the Run-out period set forth in the SPD to provide Health Care Reimbursement for expenses incurred during the Plan Year. Notwithstanding the foregoing, the Employer has the discretion to establish a grace period following the end of the Plan Year during which amounts unused as of the end of the Plan Year may be used to reimburse Eligible Medical Expenses incurred during the grace period. In no event can the grace period exceed two (2) months and fifteen (15) days following the end of the Plan Year. If adopted, all amounts allocated to the Health FSA during a Plan Year that are not used to reimburse Eligible Medical Expenses incurred during the Plan Year and/or the Grace Period shall be forfeited. Amounts so forfeited shall be used in a manner that is permitted within the applicable Department of Labor ("DOL") or Internal Revenue Service ("IRS") regulations. The maximum annual reimbursement under the Health FSA shall be set forth in the SPD. The Employer may establish a minimum annual reimbursement amount as set forth in the SPD.

4.02A Receiving Health Care Reimbursement.. Payment shall be made to the Participant in cash as reimbursement for Eligible Medical Expenses incurred by the Participant or his Dependents while he is a Participant during the Plan Year (or during the grace period to the extent adopted by the Employer) for which the Participant's election is effective provided that the substantiation requirements of Section 4.03A herein are satisfied. However, if the Employer so chooses, the participant may choose to make payment for eligible medical expense with an electronic payment card arrangement. The terms of the electronic payment card arrangement, if applicable, will be set forth in the SPD.

4.03A Substantiation of Expenses. Each Participant must submit an expense for reimbursement in accordance with the terms of the SPD and provide the required substantiation set forth in the SPD or as otherwise requested by the Plan Administrator (or its designee).

4.04A Repayment of Excess Reimbursements. If, as of the end of any Plan Year, it is determined that a Participant has received payments under this Health FSA that exceed the amount of Eligible Medical Expenses that have been substantiated by such Participant during the Plan Year as required by Section 4.03A herein or reimbursements have been made in error (e.g. reimbursements were made for expenses incurred for the care of an individual who was not a qualifying individual), the Plan Administrator shall recoup the excess reimbursements in one or more of the following ways: (i) The Plan Administrator shall give the Participant prompt written notice of any such excess amount, and the Participant shall repay the amount of such excess to the Employer within sixty (60) days of receipt of such notification. (ii) The Plan Administrator may offset the excess reimbursement against any other Eligible Medical Expenses submitted for reimbursement (regardless of the Plan Year in which submitted) (iii) withhold such amounts from the Participant's pay (to the extent permitted under applicable law). If the Plan Administrator is unable to recoup the excess reimbursement through the means set forth in (i) – (iii), the Plan Administrator will notify the Employer that the funds could not be recouped and the Employer will treat the excess reimbursement as it would any other bad business debt.

4.05A Reimbursement Following Cessation of Participation. Participants in the Health FSA may submit claims for reimbursement for Eligible Medical Expense incurred during the Plan Year and before the date of participation in the Health FSA ceases so long as the claim is submitted prior to the end of the run out period set forth in the SPD. Unless a COBRA election is made as set forth in the SPD, Participants shall not be entitled to receive reimbursement for Eligible Medical Expenses incurred after employment and/or eligibility ceases under this Section. Any unused reimbursement benefits at the expiration of the Plan Year (as set forth in the SPD) shall be treated in accordance with Section 4.01A.

4.06A Coordination of Benefits Under the Health FSA. The Health FSA is intended to pay benefits solely for otherwise unreimbursed medical expenses. Accordingly, it shall not be considered a group health plan for coordination of benefits purposes, and its benefits shall not be taken into account when determining benefits payable under any other plan.

4.07A Disbursement Reports. The Plan Administrator shall issue directions to the Employer concerning all benefits that are to be paid from the Employer's general assets pursuant to the provisions of the Health FSA.

4.08A Timing of Reimbursements. Reimbursements shall be made as soon as administratively feasible after the Plan Administrator or its designee has received the required forms.

4.09A Statements. The Plan Administrator, or its designated third party administrator, may periodically furnish each Participant with a statement, showing the amounts paid or expenses incurred by the Employer in providing Health Care Reimbursement under the Health FSA.

4.10A Post-Mortem Payments. Any benefit payable under the Health FSA after the death of a Participant shall be paid to his surviving Spouse, or if no spouse, to his estate. If there is doubt as to the right of any beneficiary to receive any amount, the Plan Administrator may retain such amount until the rights thereto are determined, without liability for any interest thereon.

4.11A Non-Alienation of Benefits. Except as expressly provided by the Administrator, no benefit under the Health FSA shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to do so shall be void. No benefit under the Health FSA shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any person.

4.12A Mental or Physical Incompetency. Every person receiving or claiming benefits under the Health FSA shall be presumed to be mentally and physically competent and of age until the Plan Administrator receives a written notice, in a form and manner acceptable to it, that such person is mentally or physically incompetent or a minor, and that a guardian, conservator, or other person legally vested with the care of his estate has been appointed.

4.13A Inability to Locate Payee. If the Plan Administrator is unable to make payment to any Participant, or other person to whom a payment is due under the Health FSA, because he cannot ascertain the identity or whereabouts of such Participants or other person after reasonable efforts have been made to or locate such person, such payment and all subsequent payments otherwise due to such Participant, or other person, shall be forfeited after a reasonable time after the date any such payment first became due.

4.14A Tax Effects of Reimbursements. Neither the Employer, nor the Plan Administrator makes any warranty or other representation as to whether any reimbursements made under the Health FSA will be treated as excludable from gross income for local, state, or federal income tax purposes. If, for any reason, it is determined that any amount paid for the benefit of a Participant or Beneficiary are includable in an Employee's gross income for local, federal, or state income tax purposes, then under no circumstances shall the recipient have any recourse against the Plan Administrator or the Employer with respect to any increased taxes or other losses or damages suffered by the Employees as a result thereof. The Health FSA is designed, and is intended to be operated, as a self-insured medical reimbursement plan under Section 105 of the Code.

4.15A Forfeiture of Unclaimed Reimbursement Account Benefits. Any Health FSA Reimbursement Account benefit payments that are unclaimed (e.g., uncashed benefit checks) by the close of the Plan Year following the Plan Year in which the Eligible Medical Expense was incurred (or such earlier period established by the Employer) shall be forfeited.

ARTICLE VA
FUNDING AGENT

The Health FSA shall be funded with amounts withheld from Compensation pursuant to Salary Reduction Agreements, and/or Benefit credits provided by the Employer, if any. The Employer will apply all such amounts, without regard to their source, to pay for the welfare benefits provided herein as soon as administratively feasible and to the extent applicable, shall comply with all applicable regulations promulgated by the DOL, taking into consideration any enforcement procedures adopted by the DOL.

ARTICLE VIA
CLAIMS PROCEDURES

The Plan has established procedures for reviewing claims denied under this Health FSA, and those claims review procedures are set forth in the SPD.

ARTICLE VIIA
CONTINUATION COVERAGE UNDER COBRA

The SPD includes COBRA continuation of coverage provisions that shall be applicable to the Health FSA to the extent the plan sponsor is subject to COBRA (as it amended ERISA, the Code, and the Public Health Service Act).

ARTICLE VIIIA
HIPAA PRIVACY AND SECURITY

8.01A Scope and Purpose. The Health FSA (the "Plan") will use protected health information ("PHI") to the extent of, and in accordance with, the uses and disclosures permitted by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Specifically, the Plan will use and disclose PHI for purposes related to health care treatment, payment for health care, and health care operations as set forth below.

8.02A Effective Date. This Article VIII is effective on April 14, 2003 (or such later effective date of the Privacy Rules with respect to the client).

8.03A Use and Disclosure of PHI.

(a) **General.** The Plan will use PHI to the extent of, and in accordance with, the uses and disclosures permitted by HIPAA, including, but not limited to, health care treatment, payment for health care, health care operations, and as required by law. The Privacy Notice will list the specific uses and disclosure of PHI that will be made by the Plan.

(b) **Disclosure to the Employer.** The Plan will disclose PHI to the Employer, or where applicable, an Affiliate only upon receipt of written certification from the Employer that:

(i) The Plan document has been amended to incorporate the provisions in this Article VIII; and

(ii) The Employer agrees to implement the provisions in Section 8.04A herein.

8.04A Conditions Imposed on Employer. Notwithstanding any provision of the Plan to the contrary, the Employer agrees:

(a) Not to use or disclose PHI other than as permitted or required by this Article VIII or as required by law;

(b) To ensure that any agents, including a subcontractor to whom the Employer provides PHI received from the Plan, agree to the same restrictions and conditions that apply to the Employer with respect to PHI received or created on behalf of the Plan;

(c) Not use or disclose an individual's PHI for employment-related purposes (including hiring, firing, promotion, assignment or scheduling) unless authorized by the Individual;

(d) Not to use or disclose an Individual's PHI in connection with any other non-health benefit program or employee benefit plan of the Employer unless authorized by the Individual;.

(e) To report to the Plan any use or disclosure of PHI that is inconsistent with this Article VIII, if it becomes aware of an inconsistent use or disclosure;

(f) To provide Individuals with access to PHI in accordance with 45 C.F.R. § 164.524;

(g) To make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. § 164.526;

(h) To make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528;

(i) To make internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services for purposes of determining the Plan's compliance with HIPAA;

(j) If feasible, to return or destroy all PHI received from the Plan that the Employer maintains in any form, and retain no copies of such PHI when no longer needed for the purpose for which disclosure was made. If return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction infeasible; and

(k) To ensure adequate separation between the Plan and Employer as required by 45 C.F.R. § 164.504(f)(2)(iii) and described in this Article VIII.

(l) To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI (other than enrollment/disenrollment information) and it will ensure that any agents or subcontractors to whom it provides such electronic PHI agrees to implement reasonable and appropriate safeguards to protect the information.

8.05A Designated Employees Who May Receive PHI. In accordance with the Privacy Rules, only certain Employees who perform Plan administrative functions may be given access to PHI. Those Employees who have access to PHI from the Plan are listed in the Privacy Notice, either by name or individual position.

8.06A Restrictions on Employees with Access to PHI. The Employees who have access to PHI listed in the Privacy Notice may only use and disclose PHI for Plan Administration functions that the Employer performs for the Plan, as set forth in the Privacy Notice, including but not limited to: quality assurance, claims processing, auditing, and monitoring.

8.07A Policies and Procedures. The Employer will implement Policies and Procedures setting forth operating rules to implement the provisions hereof.

8.08A Organized Health Care Arrangement. The Plan Administrator intends the Plan to form part of an Organized Health Care Arrangement along with any other Benefit under a covered health plan (under 45 C.F.R. § 160.103) provided by the Employer.

8.09A Privacy and Security Official. The Plan shall designate a Privacy and a Security Official, who will be responsible for the Plan's compliance with HIPAA's Privacy and Security Rules. The Privacy Official and the Security Official may be the same individual. The Privacy and Security Officials are responsible for ensuring the Plan's compliance with HIPAA's Privacy and Security Rules. The Privacy and Security Official may contract with, or otherwise utilize, the services of attorneys, accountants, brokers, consultants, or other third party experts as the Privacy and Security Official deems necessary or advisable.

8.10A Noncompliance. The Employer shall provide a mechanism for resolving issues of noncompliance, including disciplinary sanctions for personnel who do not comply with the provisions of this Article VIII.

8.11A Definitions. As used in this Article VIII, each of the following capitalized terms shall have the respective meaning given below:

"Individual" means the person who is the subject of the heath information created, received or maintained by the Plan or Employer.

"Organized Health Care Arrangement" means the relationship of separate legal entities as defined in 45 C.F.R. §160.103.

"Privacy Notice" means the notice of the Plan's privacy practices distributed to Plan participants in accordance with 45 C.F.R. § 164.520, as amended from time to time.

"Privacy Rules" means the privacy provisions of HIPAA and the regulations in 45 C.F.R. Parts 160 and 164.

"Protected Health Information or PHI" means individually identifiable health information as defined in 45 C.F.R. § 160.103.

8.12A Interpretation and Limited Applicability. This Article VIII serves the sole purpose of complying with the requirements of HIPAA and shall be interpreted and construed in a manner to effectuate this purpose. Neither this Article VIII nor the duties, powers, responsibilities, and obligations listed herein shall be taken into account in determining the

amount or nature of the Benefits provided to any person covered under this Plan, nor shall they inure to the benefit of any third parties. To the extent that any of the provisions of this Article VIII are no longer required by HIPAA, they shall be deemed deleted and shall have no further force or effect.

8.13A Services Performed for the Employer. Notwithstanding any other provision of this Plan to the contrary, all services performed by a business associate for the Plan in accordance with the applicable service agreement shall be deemed to be performed on behalf of the Plan and subject to the administrative simplification provisions of HIPAA contained in 45 C.F.R. parts 160 through 164, except services that relate to eligibility and enrollment in the Plan. If a business associate of the Plan performs any services that relate to eligibility and enrollment to the Plan, these services shall be deemed to be performed on behalf of the Employer in its capacity as Plan Sponsor and not on behalf of the Plan.

IN WITNESS WHEREOF, the Employer has executed this Health FSA as of the date set forth below.

_____

Employer Representative

_____

Date

DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT
APPENDIX B TO THE CAFETERIA PLAN

PREAMBLE

If identified as a Benefit Package Option in the Adoption Agreement, the Employer identified in the Adoption Agreement has established this Dependent Care Flexible Spending Account (the Dependent Care FSA) to help provide dependent care assistance for those Employees who participate in the Employer's Cafeteria Plan ("Plan") and who, pursuant to the election procedures set forth in the Plan, choose to make contributions to a Dependent Care Reimbursement Account established pursuant to this Dependent Care FSA. This Dependent Care FSA is intended to provide reimbursement of certain Eligible Employment Related Expenses incurred by the Participant for care of a Qualifying Individual. The Employer intends that the Dependent Care FSA qualify as a Code Section 129 dependent care assistance plan, and that the benefits provided under the Dependent Care FSA be eligible for exclusion from the Participant's income for federal income tax purposes under Section 129 of the Code. This Dependent Care FSA is a component of, and incorporated by reference into, the Cafeteria Plan **("**Cafeteria Plan") and Articles VI, VIII and IX of the Cafeteria Plan document applying also to this Dependent Care FSA.

This Dependent Care Flexible Spending Account Appendix only applies to the extent Dependent Care Spending Account has been identified as a Benefit Package Option in the Adoption Agreement.

ARTICLE IB
DEFINITIONS

Unless otherwise specified, terms that are capitalized in this Appendix B to the Cafeteria Plan have the same meaning as the defined terms in the Cafeteria Plan. The definitions of terms defined in this Appendix B, but not defined in the Cafeteria Plan, shall be applicable only with respect to this Appendix B. To the extent a term is defined both in the Cafeteria Plan and in this Appendix B, the term as defined in the Cafeteria Plan shall govern the interpretation of the Cafeteria Plan and the term as defined in this Appendix B shall govern the interpretation of this Dependent Care FSA.

1.01B "Dependent" means any individual who is a tax dependent of the Participant as defined in Code Section 152 except that a child with respect to whom Code Section 21(e)(5) applies who is in the custody of the parent for the longest period during the year shall be considered a dependent of such custodial parent for purposes of this Dependent Care FSA. .

1.02B "Dependent Care Reimbursement" shall have the meaning assigned to it by Section 4.01B of this Dependent Care FSA.

1.03B "Earned Income" means all income derived from wages, salaries, tips, self-employment, and other Compensation (such as disability or wage continuation benefits), but only if such amounts are includible in gross income for the taxable year. Earned income does not include any other amounts excluded from earned income under Code Section 32(c)(2), such as amounts received under a pension or annuity, or pursuant to workers' compensation.

1.04B "Eligible Employment Related Expenses" means those expenses that would be considered to be employment-related expenses under Section 21(b)(2) of the Code (relating to expenses for household and dependent care services necessary for gainful employment) if paid for by the Employee to provide Qualifying Services other than amounts paid to:

(a) an individual with respect to whom a Dependent deduction is allowable under Code Sec. 151(c) to the Participant or his Spouse;

(b) the Participant's Spouse; or

(c) a child (as defined in Code Section 152(f)(1)) of the Participant who is under 19 years of age at the end of the taxable year in which the expenses were incurred.

1.05B "Highly Compensated Individual" means an individual defined under Code Section 414(q), as amended, as a "highly compensated individual" or a "highly compensated employee."

1.06B "Reimbursement Account(s)" shall be the funding mechanism by which amounts are withheld from an Employee's Compensation and retained for future Dependent Care Reimbursement (as defined in Section 1.02B herein). No money shall actually be allocated to

any individual Participant Account(s); any such Account(s) shall be of a memorandum nature, maintained by the Administrator for accounting purposes, and shall not be representative of any identifiable trust assets. No interest will be credited to or paid on amounts credited to the Participant Account(s).

1.07B "Qualifying Individual" means:

(a) a Qualifying Child as defined in Code Section 152(a)(1) who is under the age of thirteen (13) and except that a child of divorced parents will be considered a Qualifying Individual of the parent with whom the child resides with for the longest portion of the year without regard to who is entitled to the exemption;

(b) a Dependent of a Participant who is mentally or physically incapable of caring for himself or herself, and who has the same principal place of abode as the employee for more than half the year; or

(c) the Spouse of a Participant who is mentally or physically incapable of caring for himself or herself and who has the same principal place of abode as the employee for more than half the year.

1.08B "Qualifying Services" means services relating to the care of a Qualifying Individual that enable the Participant or his Spouse to remain gainfully employed which are performed:

(a) in the Participant's home; or

(b) outside the Participant's home for (1) the care of a Qualifying Child (as defined in Code Section 152(c)(1)) of the Participant who is under age 13, or (2) the care of any other Qualifying Individual who resides at least eight (8) hours per day in the Participant's household. If the expenses are incurred for services provided by a dependent care center (i.e., a facility that provides care for more than 6 individuals not residing at the facility), the center must comply with all applicable state and local laws and regulations.

ARTICLE IIB
ELIGIBILITY AND PARTICIPATION

2.01B Eligibility to Participate. Each Employee who satisfies the eligibility requirements set forth in the Adoption Agreement shall be eligible to participate in this Dependent Care FSA as of the Plan Entry Date set forth in the SPD.

2.02B Termination of Participation. Participation shall terminate on the earliest of the dates set forth in the SPD.

2.03B Qualifying Leave Under Family Leave Act. Notwithstanding any provision to the contrary in this Dependent Care FSA, if a Participant goes on a qualifying leave under the

Family and Medical Leave Act of 1993 (the "FMLA"), then to the extent required by the FMLA, the Participant will be entitled to continue the Participant's coverage under this Dependent Care FSA in accordance with the SPD. The requirements for continuing coverage, procedures for FMLA leave and payment option(s) provided by the Employer (as described above) will be set forth in the SPD and will be administered in accordance with the regulations issued under Code Section 125 and in accordance with the FMLA.

ARTICLE IIIB
ELECTION TO PARTICIPATE

3.01B Initial Election Period.

(a) **Currently Eligible Employees.** An Employee who is eligible to become a Participant in this Dependent Care FSA as of the Effective Date must complete, sign, and file a Salary Reduction Agreement with the Plan Administrator (or its designated third party administrator as set forth on the Salary Reduction Agreement) during the election period (as specified by the Plan Administrator) immediately preceding the Effective Date of the Dependent Care FSA in order to become a Participant on the Effective Date. The elections made by the Participant on this initial Salary Reduction Agreement shall be effective, subject to Section 3.02B, for the Plan Year beginning on the Effective Date.

(b) **New Employees and Employees Who Have Not Yet Satisfied the Dependent Care FSA's Waiting Period**. An Employee who becomes eligible to become a Participant in this Dependent Care FSA after the Effective Date must complete, sign, and file a Salary Reduction Agreement with the Plan Administrator (or its designated third party administrator as set forth on the Salary Reduction Agreement) during the Initial Election Period set forth in the SPD or the enrollment material. Participation will commence under this Dependent Care FSA as set forth in the SPD (but in no event prior to the election).

(c) **Failure to Elect.** An eligible Employee who fails to complete, sign, and file a Salary Reduction Agreement in accordance with paragraph (a) or (b) above during an initial election period may become a Participant on a later date in accordance with Section 3.02B or 3.03B.

3.02B. Annual Election Period. Each Employee who is a Participant in this Dependent Care FSA, or who is eligible to become a Participant in this Dependent Care FSA shall be notified, prior to each Anniversary Date of this Dependent Care FSA, of his right to become a Participant in this Dependent Care FSA, to continue participation in this Dependent Care FSA, or to modify or to cease participation in this Dependent Care FSA, and shall be given a reasonable period of time in which to exercise such right: such period of time shall be known as the Annual Election Period. The date on which the Annual Election Period commences and ends will be set forth in the SPD or the enrollment material. An election is made during the Annual Election Period in the manner set forth in the SPD. The consequences of failing to make an election during the Annual Election Period will be set forth in the SPD.

3.03B Change of Elections. A Participant shall not make any changes to his or her election except for election changes permitted under the SPD, changes made during the Annual Election Period, changes caused by termination of employment or cessation of eligibility, and changes pursuant to the Family and Medical Leave Act. All election changes shall be effective on a prospective basis only (i.e., election changes will become effective no earlier than the first day of the first pay period coinciding with or immediately following the date that the election change was filed) but, as determined by the Plan Administrator, election changes may become effective later to the extent the coverage in the applicable component plan commences later.

3.04B Impact of Termination of Employment on Election or Cessation of Eligibility. Termination of employment or cessation of eligibility shall automatically revoke any Salary Reduction Agreement. Except as provided below, if revocation occurs under this Section 3.04B, no new election with respect to the Dependent Care FSA may be made during the remainder of the Plan Year except as set forth in the SPD.

3.05B Reduction of Certain Elections to Prevent Discrimination. If the Plan Administrator determines, before or during any Plan Year, that the Dependent Care FSA may fail to satisfy, for such Plan Year, any requirement imposed by the Code or any limitation on Highly Compensated Individuals, the Plan Administrator shall take such action(s) as he deems appropriate, under rules uniformly applicable to similarly situated Participants, to assure compliance with such requirement or limitation.

ARTICLE IVB
REIMBURSEMENTS

4.01B Dependent Care Reimbursement. To the extent offered under the Plan, each Participant's Dependent Care FSA will be credited for Dependent Care Reimbursement with amounts withheld from the Participant's Compensation, and any Non-elective Contributions allocated thereto by the Employer or where applicable, the Participant. The Dependent Care Account will be debited for Dependent Care Reimbursements disbursed to the Participant in accordance with Article V of this document. In the event that the amount in the Account is less than the amount of reimbursable claims at any time during the Plan Year, the excess part of the claim will be carried over into following months within the same Plan Year, to be paid out as the Dependent Care Account balance becomes adequate. In no event will the amount of Dependent Care Reimbursements exceed the amount credited to the Dependent Care Account for any Plan Year. Any amount allocated to the Dependent Care Account shall be forfeited by the Participant and restored to the Employer if it has not been applied by the end of the Run-out Period set forth in the SPD to provide Dependent Care Reimbursement for Eligible Day Care Expenses incurred during the Plan Year . The Employer has the discretion to establish a grace period following the end of the Plan Year during which amounts unused as of the end of the Plan Year may be used to reimburse Eligible Day Care Expenses incurred during the grace period. In no event can the grace period exceed two (2) months and fifteen (15) days following the end of the Plan Year. All amounts allocated to the Dependent Care FSA that are not used to reimburse Eligible Day Care Expenses incurred during the Plan year and/or the Grace Period shall be forfeited. Amounts so forfeited shall be used in a manner that is not prohibited by applicable federal or state law. The

maximum annual reimbursement amount shall be set forth in the SPD. The Employer may establish a minimum annual reimbursement amount as set forth in the SPD.

4.02B Receiving Dependent Care Reimbursement. Payment shall be made to the Participant in cash as reimbursement for Eligible Employment Related Expenses incurred by him while a Participant, during the Plan Year (or the grace period, if adopted by the Employer) for which the Participant's election is effective, provided that the substantiation requirements of Section 4.03B herein are satisfied.

4.03B Substantiation of Expenses. Each Participant must submit an expense for reimbursement in accordance with the terms of the SPD.

4.04B Repayment of Excess Reimbursements. If, as of the end of any Plan Year, it is determined that a Participant has received payments under this Dependent Care FSA that exceed the amount of Eligible Employment Related Expenses that have been substantiated by such Participant during the Plan Year as required by Section 4.03B herein, the Plan Administrator shall give the Participant prompt written notice of any such excess amount, and the Participant shall repay the amount of such excess to the Employer within sixty (60) days of receipt of such notification.

4.05B Reimbursement Following Cessation of Participation. Participants in the Dependent Care FSA may submit claims for reimbursement for Eligible Employment Related Expenses incurred during the Plan Year and before the date of participation in the Dependent Care FSA ceases so long as the claim is submitted prior to the end of the run out period set forth in the SPD. To the extent set forth in the SPD, Participants may submit claims for reimbursement of Eligible Employment-Related Expenses incurred during the Plan Year and after they cease participation so long as such claims are submitted prior to the end of the run out period. Any unused reimbursement benefits at the expiration of the Plan Year (as set forth in the SPD) shall be treated in accordance with Section 4.01B.

4.06B Disbursement Reports. The Plan Administrator shall issue directions to the Employer concerning all benefits that are to be paid from the Employer's general assets pursuant to the provisions of the Dependent Care FSA.

4.07B Timing of Reimbursements. Reimbursements shall be made as soon as administratively feasible after the required forms have been received by the Plan Administrator or its designee.

4.08B Statements. The Plan Administrator, or its designated third party administrator, may periodically furnish each Participant with a statement, showing the amounts paid or expenses incurred by the Employer in providing Dependent Care Reimbursement under the Dependent Care FSA.

4.09B Post-Mortem Payments. Any benefit payable under the Dependent Care FSA after the death of a Participant shall be paid to his surviving Spouse, otherwise, to his estate. If there is doubt as to the right of any beneficiary to receive any amount, the Plan Administrator

may retain such amount until the rights thereto are determined, without liability for any interest thereon.

4.10B Non-Alienation of Benefits. Except as expressly provided by the Administrator, no benefit under the Dependent Care FSA shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to do so shall be void. No benefit under the Dependent Care FSA shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any person.

4.11B Mental or Physical Incompetency. Every person receiving or claiming benefits under the Dependent Care FSA shall be presumed to be mentally and physically competent and of age until the Plan Administrator receives a written notice, in a form and manner acceptable to it, that such person is mentally or physically incompetent or a minor, and that a guardian, conservator, or other person legally vested with the care of his estate has been appointed.

4.12B Inability to Locate Payee. If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Dependent Care FSA because he cannot ascertain the whereabouts of such Participants or other person after reasonable efforts have been made to identify or locate such person, such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited after a reasonable time after the date any such payment first became due.

4.13B Tax Effects of Reimbursements. Neither the Employer, nor the Plan Administrator makes any warranty or other representation as to whether any reimbursements made under the Dependent Care FSA will be treated as excludable from gross income for local, state, or federal income tax purposes. If, for any reason, it is determined that any amount paid for the benefit of a Participant or Beneficiary are includable in an Employee's gross income for local, federal, or state income tax purposes, then under no circumstances shall the recipient have any recourse against the Plan Administrator or the Employer with respect to any increased taxes or other losses or damages suffered by the Employees as a result thereof. The Dependent Care FSA is designed and is intended to be operated as a dependent care assistance plan under Section 129 of the Code.

4.14B Forfeiture of Unclaimed Reimbursement Account Benefits. Any Dependent Care FSA Reimbursement Account benefit payments that are unclaimed (e.g., uncashed benefit checks) by the close of the Plan Year following the Plan Year in which the Eligible Employment Related Expense was incurred (or such other period adopted by the Employer) shall be forfeited.

ARTICLE VB
FUNDING AGENT

The Dependent Care FSA shall be funded with amounts withheld from Compensation pursuant to Salary Reduction Agreements, and/or Nonelective Contributions provided by the Employer, if any. The Employer will apply all such amounts, without regard to their source, to pay for the welfare benefits provided herein as soon as administratively feasible and shall comply with all applicable regulations.

ARTICLE VIB
CLAIMS PROCEDURES

The Plan has established procedures for reviewing claims denied under this Dependent Care FSA and those claims review procedures are set forth in the SPD.

IN WITNESS WHEREOF, the Employer has executed this Dependent Care FSA as of the date set forth below.

_____
Employer Representative

_____
Date

CAFETERIA PLAN

PREMIUM REDUCTION OPTION *PLUS*

FLEXIBLE SPENDING ACCOUNTS

SUMMARY PLAN DESCRIPTION

AS ADOPTED BY
CITY OF ELMHURST

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APPENDIX I **1**

SUMMARY PLAN DESCRIPTION

PART 1. GENERAL INFORMATION ABOUT THE PLAN

Your employer identified in the Plan Information Summary (Part 9) (the "Employer") is pleased to sponsor an employee benefit program known as the Cafeteria Plan (the "Plan") for you and your fellow employees. It is so-called because it allows you to choose from several different benefit programs (which we refer to as "Benefit Options") according to your individual needs, and allows you to reduce your pay before taxes are deducted ("Pre-tax Contributions") to pay for the Benefit Options that you choose by entering into a salary reduction agreement with your Employer. This Plan helps you because the Benefit Options you elect are nontaxable (i.e., you save Social Security and income taxes on the amount of your salary reduction). However, you may choose to pay for any of the available benefits with after-tax payroll deductions to the extent set forth in your enrollment materials.

This SPD describes Information relating to the Plan that is specific to your Employer as described in the Plan Information Summary. For example, you can find the identity of the Plan Service Provider, the Employer, and the Plan Administrator in the Plan Information Summary as well as the Plan Number and any applicable contact information. Each summary and the attached Appendices constitute the Summary Plan Description for the Cafeteria Plan. The SPD (collectively, the Summary Plan Description or "SPD") describes the basic features of the Plan, how it operates, and how you can get the maximum advantage from it. The Plan is also established pursuant to a plan document into which the SPD has been incorporated. However, if there is a conflict between the official plan document and the SPD, the plan document will govern. Certain terms in this Summary are capitalized. Capitalized terms reflect important terms that are specifically defined in this Summary or in the Plan Document into which this SPD is incorporated. You should pay special attention to these terms as they play an important role in defining your rights and responsibilities under this Plan.

Participation in the Plan does not give any Participant the right to be retained in the employ of his or her Employer or any other right not specified in the Plan. If you have any questions regarding your rights and responsibilities under the Plan, you may also contact the Plan Administrator (who is identified in the Plan Information Summary).

PART 2. CAFETERIA PLAN SUMMARY

Q-1. What is the purpose of the Cafeteria Plan?

The purpose of the Cafeteria Plan is to allow eligible employees to pay for Benefit Options with Pre-tax Contributions. The Benefit Options to which you may contribute with Pre-tax Contributions under this Cafeteria Plan are described in the Plan Information Summary. Rules regarding Pre-tax Contributions are described in more detail below.

Q-2. Who can participate in the Cafeteria Plan?

Each Employee of the Employer (or an Affiliated Employer identified in Part 9, the Plan Information Summary) who satisfies the Plan's Eligibility Requirements and who is also eligible to participate in any of the Benefit Options will be eligible to participate in this Plan. If you meet these requirements, you may become a Participant on the Plan Entry Date. The Eligibility Requirements and the Plan Entry Date are described in the Plan Information Summary. Those employees who actually participate in the Plan are called "Participants". (See below for instructions on how to become a Participant.) You may use this Plan to pay for Benefit Options covering only yourself, your spouse and your tax dependents as defined in Code Section 152 (except as otherwise defined in Code Section 105(b). The terms of eligibility of this Plan do not override the terms of eligibility of each of the Benefit Options. In other words, if you are eligible to participate in this Plan, it does not necessarily mean you are eligible to participate in all of the Benefit Options. For details regarding eligibility provisions, benefit amounts, and premium schedules for each of the Benefit Options, please refer to the plan summary for each Benefit Option. If you do not have a summary for a Benefit Option, you should contact the Plan Administrator for information on how to obtain a copy.

Q-3. When does my participation in the Cafeteria Plan end?

Your coverage under the Plan ends on the earliest of the following to occur:

(i) The date that you make an election not to participate in accordance with this Cafeteria Plan Summary;
(ii) The date that you no longer satisfy the Eligibility Requirements of this Plan or all of the Benefit Options;
(iii) The date that you terminate employment with the Employer; or
(iv) The date that the Plan is either terminated or amended to exclude you or the class of employees of which you are a member.

If your employment with the Employer is terminated during the Plan Year or you otherwise cease to be eligible, your active participation in the Plan will *automatically* cease, and you will not be able to make any more Pre-tax Contributions under the Plan except as otherwise provided pursuant to Employer policy or individual arrangement (e.g., a severance arrangement where the former employee is permitted to continue paying for a Benefit Option out of severance pay on a pre-tax basis). If you are re-hired within the same Plan Year and are eligible for the Plan (or you become eligible again), you may make new elections if you are re-hired or become eligible again more than 30 days after your employment terminated or you otherwise lost eligibility (subject to any limitations imposed by the Benefit Option(s)). If you are re-hired or again become eligible within 30 days, your Plan elections that were in effect when you terminated employment or stopped being eligible will be reinstated and remain in effect for the remainder of the Plan Year (unless you are allowed to change your election in accordance with the terms of the Plan).

Q-4. How do I become a participant?

If you have otherwise satisfied the Eligibility Requirements, you become a Participant by signing an individual Salary Reduction Agreement (sometimes referred to as an "Election Form") on which you agree to pay your share of the cost of the Benefit Options that you choose with Pre-tax Contributions. You will be provided a Salary Reduction Agreement on or before your Eligibility Date. You must complete the form and submit it to the Plan Administrator or the Plan Service Provider (per the instructions provided with your Salary Reduction Agreement) during one of the election periods described in **Q-6.** below. You may also enroll during the year if you previously elected not to participate and you experience an event described below that allows you to become a participant during the year. If that occurs, you must complete an election change form during the Election Change Period described in **Q-8.** below. The Plan Service Provider is identified in the Plan Information Summary.

In some cases, the Employer may *require* you to pay your share of the Benefit Option coverage that you elect with Pre-tax Contributions. If that is the case, your election to participate in the Benefit Option(s) will constitute an election under this Plan.

You may be required to complete a Salary Reduction Agreement via telephone or voice response technology, electronic communication, or any other method prescribed by the Plan Administrator. In order to utilize a telephone system or other electronic means, you may be required to sign an authorization form authorizing issuance of a personal identification number ("PIN") and allowing such PIN to serve as your electronic signature when utilizing the telephone system or electronic means. The Plan Administrator and all parties involved with Plan administration will be entitled to rely on your directions through use of the PIN as if such directions were issued in writing and signed by you.

Q-5. What are tax advantages and disadvantages of participating in the Cafeteria Plan?

You save federal income tax, FICA (Social Security) and state income taxes (for each where applicable) by participating in the Plan.

Plan participation will reduce the amount of your taxable compensation. However, there could be a decrease in your Social Security benefits and/or other benefits (e.g., pension, disability, and life insurance) that are based on taxable compensation.

Q-6. What are the election periods for entering the Cafeteria Plan?

The Cafeteria Plan basically has three election periods: (i) the “Initial Election Period,” (ii) the “Annual Election Period,” and (iii) the “Election Change Period, which is the period following the date you have a Change in Status Event (described below). The following is a summary of the Initial Election Period and the Annual Election Period. The Election Change Period is described in Q-8 below.

6a. What is the Initial Election Period?

If you want to participate in the Plan when you are first hired, you must enroll during the "Initial Election Period" described in the enrollment materials you will receive. If you make an election during the Initial Election Period, your participation in this Plan becomes effective as of the first pay period coinciding with or next following the date that your election is received or the date that you satisfy the Plan Eligibility Requirements, whichever is later. Generally, the Pre-tax Contributions will only relate to Benefit Package Option coverage provided on and after that date (i.e. the election is prospectively effective); however, if you are eligible for Benefit Option coverage on the date of hire and you are provided no more than 30 days to make your election during the Initial Election Period, then the Pre-tax Salary Reductions may relate to the coverage beginning and after the date of hire (i.e. the election is retroactively effective). The effective date of coverage under the Benefit Options will be effective on the date established in the governing documents of the Benefit Options. The election that you make during the Initial Election Period is effective for the remainder of the Plan Year and generally cannot be changed during the Plan Year unless you have a Change in Status Event described in **Q-8.** below. If you do not make an election during the Initial Election Period, you will be deemed to have elected not to participate in this Plan for the remainder of the Plan Year. Failure to make an election under this Plan generally results in no coverage under the Benefit Options; however, the Employer may provide coverage under certain Benefit Options automatically. These automatic benefits are called "Default Benefits." Any Default Benefits provided by your Employer will be identified in the enrollment material. In addition, your share of the contributions for such Default Benefits may be automatically withdrawn from your pay on a pre-tax basis. You will be notified in the enrollment material whether there will be a corresponding Pre-tax Contribution for such default benefits.

6b. What is the Annual Election Period?

The Plan also has an "Annual Election Period" during which you may enroll if you did not enroll during the Initial Election Period or change your elections for the next Plan Year. The Annual Election Period will be identified in the enrollment material distributed to you prior to the Annual Election Period. The election that you make during the Annual Election Period is effective the first day of the next Plan Year and cannot be changed during the entire Plan Year unless you have a Change in Status Event described below. If you fail to complete, sign, and file a Salary Reduction Agreement during the Annual Election Period, you may be deemed to have elected to continue participation in the Plan with the same Benefit Option elections that you had on the last day of the Plan Year in which the Annual Election period occurred (adjusted to reflect any increase/decrease in applicable premium/contributions). This is called an "Evergreen Election". Alternatively, the Plan Administrator may deem you to have elected not to participate in the Plan for the next Plan Year if you fail to make an election during the Annual Election Period. The consequences of failing to make an election under this Plan during the Annual Election Period are described in the Plan Information Summary. **Special Rule for Flexible Spending Accounts and Health Savings Accounts (if offered under the Plan): Evergreen Elections do not apply to Flexible Spending Accounts and, if offered under the Plan, Health Savings Account elections. Consequently, you must make an election each Annual Election Period in order to participate in the Flexible Spending Accounts and/or to contribute to a Health Savings Account during the next Plan Year.**

The Plan Year is generally a 12-month period (a short Plan Year may occur when the Plan is first established, when the plan year period changes, or at the termination of a Plan). The beginning and ending dates of the Plan Year are described in the Plan Information Summary.

Q-7. How is my Benefit Option coverage paid for under this Plan?

You may be *required* to pay for any Benefit Option coverage that you elect with Pre-tax Contributions. Alternatively, your Employer may allow you to pay your share of the contributions with after-tax contributions. The enrollment material you receive will indicate whether you have to pay with Pre-Tax Contributions or whether you have the option to pay with after-tax contributions.

When you elect to participate both in a Benefit Option and this Plan, an amount equal to your share of the annual cost of those Benefit Options that you choose divided by the applicable number of pay periods you have during that Plan Year is deducted from each paycheck after your election date. If you have chosen to use Pre-tax Contributions (or it is a plan requirement), the deduction is made before any applicable federal and/or state taxes are withheld.

An Employer may choose to pay for a share of the cost of the Benefit Options you choose with Employer Contributions. The amount of Employer Contributions that is applied by the Employer towards the cost of the Benefit Option(s) for each Participant and/or level of coverage is subject to the sole discretion of the Employer and it may be adjusted upward or downward at the Employer's sole discretion at any time. The Employer Contribution amount will be calculated for each Plan Year in a uniform and nondiscriminatory manner and may be based upon your dependent status, commencement or termination date of your employment during the Plan Year, and such other factors that the Employer deems relevant. In no event will any Employer Contribution be disbursed to you in the form of additional, taxable compensation except as otherwise provided in the enrollment material or in the Plan Information Summary.

The Employer may provide you with Employer Contributions over which you have discretion to allocate the contributions to one or more Benefit Options available under the Plan. These elective employer contributions are called “Flexible Credits” or “Benefit Credits”. The Flexible or Benefit Credit amounts provided by the Employer, if any, and any restrictions on their use, will be set forth in the enrollment material.

Q-8. Under what circumstances can I change my election during the Plan Year?

Generally, you cannot change your election under this Plan during the Plan Year. There are, however, a few exceptions. First, your election will automatically terminate if you terminate employment or lose eligibility under this Plan or under all of the Benefit Options that you have chosen.

Second, you may voluntarily change your election during the Plan Year if you satisfy the following conditions (prescribed by federal law):

(a) You experience a "Change in Status Event" that affects your eligibility under this Plan and/or a Benefit Option; or

(b) You experience a significant cost or coverage change; and

(c) You complete and submit a written Election Change Form to the Plan Service Provider within 30 days of the event.

Third, an election under this Plan may be modified during the Plan Year if you are a Key Employee or Highly Compensated Individual (as defined by the Internal Revenue Code), if necessary to prevent the Plan from becoming discriminatory within the meaning of the applicable federal income tax law**.**

The following is a summary of the election changes that are permitted under this Plan. Also, election changes that are permitted under this Plan may not be permitted under the Benefit Option (e.g., the insurance carrier may not allow a change). If a change is not permitted under a Benefit Option, no election change is permitted under the Plan. Likewise, a Benefit Option may allow an election change that is not permitted by this Plan. In that case, your pre-tax reduction may not be changed even though a coverage change is permitted. For a description of the election change rules for Health Savings Accounts, see Part 7 below.

1. **Change in Status**. Election changes may be allowed if a Participant or a Participant's Spouse or Dependent experiences one of the following Change in Status Events: (i) change in legal marital status; (ii) change in the number of the participant's dependents (such as birth, death, adoption); (iii) change in the participant's or eligible dependent's employment status such as commencing employment, termination of employment, change in employment status (such as part-time to full-time) and commencement or return from a leave of absence. The election change must be on account of and correspond with the Change in Status Event as determined by the Plan Administrator (or its designated Third Party Administrator). With the exception of enrollment resulting from birth, placement for adoption or adoption, all election changes are prospective (generally the first of the month following the date you make a new election with the Third Party Administrator but it may be earlier depending on the Employer's internal policies or procedures). As a general rule, a desired election change will only be found to be consistent with a Change in Status Event if the Change in Status affects eligibility for coverage. A Change in Status is also deemed to affect eligibility for coverage if it results in an increase or decrease in the number of Dependents who may benefit under the Plan. In addition, you must also satisfy the following specific requirements in order to alter your election based on that Change in Status:

- *Loss of Dependent Eligibility*. For accident and health benefits (e.g., health, dental and vision coverage), a special rule governs which types of election changes are consistent with the Change in Status. For a Change in Status involving a divorce, annulment or legal separation, the death of a Spouse or Dependent, or a Dependent ceasing to satisfy the eligibility requirements for

coverage, an election to cancel accident or health benefits for any individual other than the Spouse involved in the divorce, annulment, or legal separation, the deceased Spouse or Dependent, or the Dependent that ceased to satisfy the eligibility requirements, would fail to correspond with that Change in Status. Hence, you may only cancel accident or health coverage for the affected Spouse or Dependent. However, there are instances in which you may be able to increase your Pre-tax Contributions to pay for COBRA coverage of a Dependent. Contact the Third Party Administrator for more information.

Example: Employee Mike is married to Sharon, and they have one child. The employer offers a calendar year cafeteria plan that allows employees to elect no health coverage, employee-only coverage, employee-plus-one-dependent coverage, or family coverage. Before the plan year, Mike elects family coverage for himself, his wife Sharon, and their child. Mike and Sharon subsequently divorce during the plan year; Sharon loses eligibility for coverage under the plan, while the child is still eligible for coverage under the plan. Mike now wishes to cancel his previous election and elect no health coverage. The divorce between Mike and Sharon constitutes a Change in Status. An election to cancel coverage for Sharon is consistent with this Change in Status. However, an election to cancel coverage for Mike and/or the child is not consistent with this Change in Status. In contrast, an election to change to employee-plus-one-dependent coverage would be consistent with this Change in Status.

- *Gain of Coverage Eligibility under another Employer's Plan*. For a Change in Status in which a Participant or his or her Spouse or Dependent gains eligibility for coverage under another employer's cafeteria plan or benefit plan as a result of a change in marital status or a change in the Participant's, the Participant's Spouse's, or the Participant's Dependent's employment status, an election to cease or decrease coverage for that individual under the Plan would correspond with that Change in Status *only* if coverage for that individual becomes effective or is increased under the other employer's plan.
- *Dependent Care Reimbursement Plan Benefits*. With respect to the Dependent Care FSA benefit, an election change is permitted only if (1) such change or termination is made on account of and corresponds with a Change in Status that affects eligibility for coverage under the Plan; *or* (2) the election change is on account of and corresponds with a Change in Status that affects the eligibility of Dependent Care FSA expenses for the available tax exclusion.

  Example: Employee Mike is married to Sharon, and they have a 12 year-old daughter. The employer's plan offers a dependent care expense reimbursement program as part of its cafeteria plan. Mike elects to reduce his salary by $2,000 during a plan year to fund dependent care coverage for his daughter. In the middle of the plan year when the daughter turns 13 years old, however, she is no longer eligible to participate in the dependent care program. This event constitutes a Change in Status. Mike's election to cancel coverage under the dependent care program would be consistent with this Change in Status.

- *Group Term Life Insurance, Disability Income, or Dismemberment Benefits (if offered under the Plan. See the list of Benefit Options offered under the Plan.)* For group term life insurance, disability income and accidental death and dismemberment benefits only if a Participant experiences any Change in Status (as described above), an election to either increase or decrease coverage is permitted.

  Example: Employee Mike is married to Sharon and they have one child. The employer's plan offers a cafeteria plan which funds group-term life insurance coverage (and other benefits) through salary reduction. Before the plan year Mike elects $10,000 of group-term life insurance. Mike and Sharon subsequently divorce during the plan year. The divorce constitutes a Change in Status. An election by Mike either to increase or to decrease his group-term life insurance coverage would each be consistent with this Change in Status.

2. **Special Enrollment Rights.** If a Participant, Participant's Spouse and/or Dependent are entitled to special enrollment rights under a Benefit Option that is a group health plan, an election change to correspond with the special enrollment right is permitted. Thus, for example, if an otherwise eligible employee declined enrollment in medical coverage for the employee or the employee's eligible Dependents because of outside medical coverage and eligibility for such coverage is subsequently lost due to certain reasons (e.g., due to legal separation, divorce, death, termination of employment, reduction in hours, or exhaustion of COBRA period), the employee may be able to elect medical coverage under the Plan for the employee and his or her eligible Dependents who lost such coverage. Furthermore, if an otherwise eligible employee gains a new Dependent as a result of marriage, birth, adoption, or placement for adoption, the employee may also be able to enroll the employee, the employee's Spouse, and the employee's newly acquired Dependent, provided that a request for enrollment is made within the Election Change Period. An election change that corresponds with a special enrollment must be prospective, unless the special enrollment is attributable to the birth, adoption, or placement for adoption of a child, which may be retroactive. Please refer to the group health plan summary description for an explanation of special enrollment rights. If an unenrolled but otherwise eligible Employee or such Employee's dependent (1) loses coverage under a Medicaid Plan under Title XIX of the Social Security Act or under State Children's Health Insurance Program (SCHIP) under Title XXI of the Social Security Act due to a loss of eligibility for coverage under Medicaid or SCHIP; or (2) becomes eligible for group health plan premium assistance under Medicaid or SCHIP, the Employee is entitled to special enrollment rights under a benefit plan option that is a group health plan and an election change to correspond with the special enrollment right is permitted. However, you must request enrollment **within 60 days** after your Medicaid or CHIP coverage is terminated due to a loss of eligibility or you become eligible for premium assistance subsidy, as applicable. Please refer to the group health plan summary description for an explanation of special enrollment rights. Note: This only applies to a Health FSA to the extent that the Health FSA is subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

3. **Certain Judgments, Decrees and Orders**. If a judgment, decree or order from a divorce, separation, annulment or custody change requires a Dependent child (including a foster

child who is your tax Dependent) to be covered under this Plan, an election change to provide coverage for the Dependent child identified in the order is permissible. If the order requires that another individual (such as your former Spouse) cover the Dependent child, and such coverage is actually provided, you may change your election to revoke coverage for the Dependent child.

4. **Entitlement to Medicare or Medicaid.** If a Participant or the Participant's Dependents become entitled to Medicare or Medicaid, an election to cancel that person's accident or health coverage is permitted. Similarly, if a Participant or Participant's Dependents who have been entitled to Medicare or Medicaid loses eligibility for such, you may elect to begin or increase that person's accident or health coverage.

5. **Change in Cost**. If the cost of a Benefit Option significantly increases, a Participant may choose to make an increase in contributions, revoke the election and receive coverage under another Benefit Option that provides similar coverage, or drop coverage altogether *if no similar coverage exists*. If the cost of a Benefit Option significantly decreases, a Participant who elected to participate in another Benefit Option may revoke the election and elect to receive coverage provided under the Benefit Option that decreased in cost. In addition, otherwise eligible employees who elected not to participate in the Plan may elect to participate in the Benefit Option that decreased in cost. For *insignificant* increases or decreases in the cost of Benefit Option options, however, Pre-tax Contributions will automatically be adjusted to reflect the minor change in cost. The Plan Administrator will have final authority to determine whether the requirements of this section are met. (Please note that none of the above "Change in Cost" exceptions are applicable to a Health FSA, to the extent offered under the Plan.)

> *Example: Employee Mike is covered under an indemnity option of his employer's accident and health insurance coverage. If the cost of this option significantly increases during a period of coverage, the Employee may make a corresponding increase in his payments or may instead revoke his election and elect coverage under an HMO option.*

6. **Change in Coverage**. If coverage under a Benefit Option is significantly curtailed, a Participant elect to revoke his or her election and elect coverage under another Benefit Option that provides similar coverage. If the significant curtailment amounts to a complete loss of coverage, a Participant may also drop coverage if no other similar coverage is available. Further, if the Plan adds or significantly improves a benefit option during the Plan Year, a Participant may revoke his or her election and elect to receive, on a prospective basis, coverage provided by the newly added or significantly improved option, so long as the newly added or significantly improved option provides similar coverage. Also, a Participant may make an election change that is on account of and corresponds with a change made under another employer plan (including a plan of the Employer or another employer), so long as: (a) the other employer plan permits its participants to make an election change permitted under the IRS regulations; or (b) the Plan Year for this Plan is different from the Plan Year of the other employer plan. Finally, a Participant may change his or her election to add coverage under this Plan for the Participant, the Participant's Spouse or Dependents if such individual(s) loses coverage under any group health coverage sponsored by a governmental or educational institution. The Plan Administrator will

have final discretion to determine whether the requirements of this section are met. (Please note that none of the above "Change in Coverage" exceptions are applicable to the Health FSA, to the extent offered under the Plan.)

Q-9. What happens to my participation under the Cafeteria Plan if I take a leave of absence?

The following is a general summary of the rules regarding participation in the Cafeteria Plan (and the Benefit Options) during a leave of absence. The specific election changes that you can make under this Plan following a leave of absence are described in the Status Change Matrix and the rules regarding coverage under the Benefit Options during a leave of absence will be described in the Benefit Option summaries. If there is a conflict between the Status Change Matrix/Benefit Option Summaries and this Q-9, the Status Change Matrix or Benefit Option summary, whichever is applicable, controls.

(a) If you go on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), the Employer will continue to maintain your Benefit Options that provide health coverage on the same terms and conditions as though you were still active to the extent required by FMLA (e.g., the Employer will continue to pay its share of the contribution to the extent you opt to continue coverage).

(b) Your Employer may elect to continue all health coverage for Participants while they are on paid leave (provided Participants on non-FMLA paid leave are required to continue coverage). If so, you will pay your share of the contributions by the method normally used during any paid leave (for example, with Pre-tax Contributions if that is what was used before the FMLA leave began).

(c) In the event of unpaid FMLA leave (or paid leave where coverage is not required to be continued), if you opt to continue your group health coverage, you may pay your share of the contribution in one of the following ways:

(i) With after-tax dollars while you are on leave,

(ii) You may pre-pay all or a portion of your share of the contribution for the expected duration of the leave with Pre-tax Contributions from your pre-leave pay by making a special election to that effect before the date such pay would normally be made available to you. However, pre-payments of Pre-tax Contributions may not be utilized to fund coverage during the next Plan Year (except as otherwise permitted by law).

(iii) By other arrangements agreed upon between you and the Plan Administrator (for example, the Plan Administrator may fund coverage during the leave and withhold amounts from your compensation upon your return from leave).

The payment options provided by the Employer will be established in accordance with Code Section 125, FMLA, and the Employer's internal policies and procedures regarding leaves of absence and will be applied uniformly to all Participants. Alternatively, the Employer may require all Participants to continue

coverage during the leave. If so, you may elect to discontinue your share of the required contributions until you return from leave. Upon return from leave, you will be required to repay the contribution not paid during the leave in a manner agreed upon with the Administrator. The Election Change Chart will let you know whether you are able to drop your coverage or whether you are required to continue coverage during the leave.

(d) If your coverage ceases while on FMLA leave (e.g., for non-payment of required contributions), you will be permitted to re-enter the Plan and the Benefit Option(s) upon return from such leave on the same basis as you were participating in the plans prior to the leave, or as otherwise required by the FMLA. Your coverage under the Benefit Options providing health coverage may be automatically reinstated provided that coverage for Employees on non-FMLA leave is automatically reinstated upon return from leave.

(e) The Employer may, on a uniform and consistent basis, continue your group health coverage for the duration of the leave following your failure to pay the required contribution. Upon return from leave, you will be required to repay the contribution in a manner agreed upon by you and the Employer.

(f) If you are commencing or returning from unpaid FMLA leave, your election under this Plan for Benefit Options providing non-health benefits shall be treated in the same manner that elections for non-health Benefit Options are treated with respect to Participants commencing and returning from unpaid non-FMLA leave.

(g) If you go on an unpaid non-FMLA leave of absence (e.g., personal leave, sick leave, etc.) that does not affect eligibility in this Plan or a Benefit Option offered under this Plan, then you will continue to participate and the contribution due will be paid by pre-payment before going on leave, by after-tax contributions while on leave, or with catch-up contributions after the leave ends, as may be determined by the Administrator. If you go on an unpaid leave that affects eligibility under this Plan or a Benefit Option, the election change rules described herein will apply. The Plan Administrator will have discretion to determine whether taking an unpaid non-FMLA leave of absence affects eligibility.

Q-10. How long will the Cafeteria Plan remain in effect?

Although the Employer expects to maintain the Cafeteria Plan indefinitely, it has the right to modify or terminate the Cafeteria Plan at any time and for any reason. Plan amendments and terminations will be conducted in accordance with the terms of the Plan Document.

Q-11. What happens if my request for a benefit under this Cafeteria Plan (e.g., an election change or other issue germane to Pre-tax Contributions) is denied?

You will have the right to a full and fair review process. You should refer to the Claims Review Procedures Appendix for a detailed summary of the Claims Procedures under this Plan.

PART 3. CASH BENEFITS

During any one Plan Year, the maximum salary reduction amount a Participant can elect under this Plan cannot exceed the sum of the cost of the Benefit Options offered under this Plan (as identified in Part 9 below). Any part of this maximum salary reduction amount that you do not elect will be paid to you as regular, taxable compensation. Except to the extent set forth in the Enrollment material, any Benefit Credits not used towards the cost of Benefit Options made available under the Plan will revert back to the employer.

PART 4. HEALTH CARE PREMIUM REIMBURSEMENT BENEFITS

If listed as a Benefit Option offered under the Plan in Part 9 below, you can elect to allocate pre-tax salary reduction amounts for reimbursement of health care premiums (HCPR).

Q-1 Who can elect Health Care Premium Reimbursement (HCPR)?

If you are eligible to be a participant in the Cafeteria Plan, you can elect to make pre-tax salary reductions for certain employer approved individual insurance policies. If you do make a proper election, amounts equal to Health Care Premium Expenses that you incur or pay will be withheld from your pay and you will be reimbursed (either directly or indirectly) for such expenses with these amounts.

Q-2 What are Health Care Premium Expenses?

Health Care Premium Expenses are the premiums that you pay for an individual insurance policy(ies) that you purchase outside of any employer plan. Such expenses must meet the following conditions: (a) the individual insurance policy must be determined by the Plan Administrator to be a "Qualified Benefit" before the beginning of the Plan Year or, if you are a new hire, before the effective date of your participation in the Plan. For purposes of the HCPR, a Qualified Benefit is an individual insurance policy that provides accident and health insurance described in Code Section 106, (b) the contract must be an individually purchased contract and not an employer-sponsored insurance plan; and (c) you must be the policyholder of the insurance policy.

Q-3 How do I become a Participant?

During the applicable Enrollment Periods described in Part 2, Q-6 you must submit a Salary Reduction Agreement wherein you elect the amount you want withheld for reimbursement of Health Care Premium Expenses. In addition, you must (a) provide the Plan Administrator with a copy of the individual accident or health insurance policy that you have purchased for yourself outside of any employer plan and (b) indicate on the Salary Reduction Agreement the premium amount that you will expect to pay during the Plan Year for such policy. The Plan Administrator will notify you if the insurance policy is determined to be a "Qualified Benefit" under the Plan.

See Part 9 below for your effective date of participation. The effective date of coverage may vary by Enrollment Period.
If you elect Health Care Premium Expense Reimbursement (HCPR), a record will be kept of all salary reductions made for reimbursement of Health Care Premium Expenses as well as all actual reimbursements.

Q-4 What happens if I fail to return my Salary Reduction Agreement?

If you fail to return a Salary Reduction Agreement electing Health Care Premium Reimbursement (whether you are currently participating or not) before the end of the applicable Enrollment Period, it will be assumed that you have elected to forgo Health Care Premium Reimbursement (HCPR) and receive an equal amount of your pay as taxable compensation. See Part 2. Q-6 above for further discussion regarding elections.

Q-5 How do I receive Reimbursement under a Health Care Premium Reimbursement Program?

If you elect to participate in the HCPR, you will have to take certain steps to be reimbursed for your Eligible Health Care Premium Expenses. You will be supplied with the necessary claim forms. In addition to the claim form, you must submit to the Plan Administrator a statement from the insurance carrier indicating that you have paid the Eligible Health Care Premium Expenses for which you are requesting reimbursement unless the Employer is paying the carrier directly. In that case, you must submit a statement or invoice from the carrier indicating the amount of the premium and the period of coverage. If the Employer is paying the carrier directly, the insurance carrier will be paid the premium (up to the amount of pre-tax contributions you have set aside for that period) in the next check processing cycle. Your Plan Administrator will advise you how often the checks are processed. The Employer, the Plan, the Plan Administrator, and the Plan Service Provider are not responsible for any coverage that you lose for failure to pay a premium if your salary reduction election for Health Care Premium Expenses is insufficient to cover the premium amount.

The salary reduction amount for such benefits cannot exceed the amount of premiums you are required to pay for such coverage. The amount of your reimbursement cannot exceed the amount of your salary reductions made at that time for Eligible Health Premium Expenses, reduced by prior reimbursements. If your salary reduction amount to date is equal to or less than your claim, your claim for eligible expenses will be reimbursed in full. If the amount that you have salary reduced is less than your claim amount, the excess part of the claim will be carried over into the following pay cycles during the year (or as otherwise permitted by applicable law) to be paid up to your balance. In other words, as additional salary reduction amounts are made, a reimbursement check will be processed automatically for any unpaid portions of any previously submitted claims (to the extent such claims are eligible for reimbursement). Remember, no expenses can be reimbursed that exceed the salary reductions you have made up to that date reduced by any previous reimbursements. You cannot be reimbursed for any expenses incurred before the Plan Effective Date, before your Salary Reduction Agreement becomes effective, or after the end of the Plan Year (or as otherwise permitted by applicable law), whichever is

applicable. Also, no reimbursement will be provided if the reimbursement amount is less than the Minimum Check Amount (specified in Part 9, the Plan Information Summary (if any)). The Minimum Check Amount will not apply for processing the final checks during any Plan Year.
At the end of the Plan Year, you will have a Run-Out period (as stated in Part 9, the Plan Information Summary) to turn in claims for premiums incurred during the Plan Year. No claims can be submitted for reimbursement after that time. Your Employer may set a different claims submission grace period for terminated employees; if so, you will find this information in Part 9.

Q-6 Can I change the election during the year?

You can change elections during the year only if you experience one of the Change in Status events listed in Part 2, Q-8 and follow the procedures outlined within that section.

Q-7 What happens if my salary is reduced more than my actual Health Care Premium Expenses at the end of the Plan Year?

The cafeteria plan rules prohibit the return of any salary reductions that are not used for Health Care Premium Expenses incurred during the Plan Year (or as otherwise permitted under the applicable law).
The Employer will use the forfeitures to offset administration expenses. Also, any uncashed reimbursement checks will be forfeited if not cashed within 90 days of issue.

PART 5. HEALTH FSA SUMMARY

Q-1. Who can participate in the Health FSA?

Each Employee who satisfies the Eligibility Requirements is eligible to participate on the Plan Entry Date. The Eligibility Requirements and Plan Entry Date are described in Part 9, the Plan Information Summary.

Q-2. How do I become a Participant?

If you have otherwise satisfied the Eligibility requirements, you become a participant in the Health FSA by electing Health Care Reimbursement benefits during the Initial or Annual Election Periods described in Part 2, the Cafeteria Plan Summary. If you have made an election to participate and you want to participate during the next Plan Year, you must make an election during the Annual Election Period, even if you do not change your current election. Evergreen elections do not apply to Health FSA elections.

You may also become a participant if you experience a change in status event that permits you to enroll mid-year (see **Q-8.** of Part 2, Cafeteria Plan Summary, for more details regarding mid-year election changes and the effective date of those changes).

Once you become a Participant, your "Eligible Dependents" also become covered. For purposes of the Health FSA, Eligible Dependents are the following:

(i) Your legal Spouse (as determined by state law to the extent consistent with the federal Defense of Marriage Act) and

(ii) any other individuals who would qualify as a tax Dependent under Code Section 105(b).

An individual is a “dependent” for purposes of Code Section 105(b) if the individual satisfies any of the following criteria: (i) the individual is a dependent for income tax purposes under Code Section 152 (i.e. qualifies you for a personal exemption); (ii) the individual would qualify as your dependent under Code Section 152 but for the fact that (A) the individual has income in excess of the exemption amount (applicable to “Qualifying Relatives” as defined in Code Section 152), (B) you are a dependent of another taxpayer, or (C) the individual is married and files a joint return with his or her spouse; or (iii) the individual is a “child” as defined by Code Section 152(f)(1) who will not turn age 27 during the year (i.e. the through end of the calendar year in which the “child” turns age 26). An individual qualifies as a child as defined by Code Section 152(f)(1) if he/she is any of the following: (i) natural child; (ii) adopted child or child “placed with you for adoption” (iii) step child or (iv) child placed with you by an authorized placement agency or by judgment, decree or other order of a court of competent jurisdiction. In addition, a child to whom Section 152(e) applies (i.e. a child of divorced or separated parents) is considered a dependent of both parents for the purpose of the Health FSA without regard to who claims the child as a dependent on his or her tax return.

If the Plan Administrator receives a qualified medical child support order (QMCSO) relating to the Health FSA, the Health FSA will provide the health benefit coverage specified in the order to the person or persons ("alternate recipients") named in the order to the extent the QMCSO does not require coverage the Health FSA does not otherwise provide. "Alternate recipients" include any child of the participant who the Plan is required to cover pursuant to a QMCSO. A "medical child support order" is a legal judgment, decree, or order relating to medical child support. A medical child support order is a QMCSO to the extent it satisfies certain conditions required by law. Before providing any coverage to an alternate recipient, the Plan Administrator must determine whether the medical child support order is a QMCSO. If the Plan Administrator receives a medical child support order relating to your Health Care Account, it will notify you in writing, and after receiving the order, it will inform you of its determination of whether or not the order is qualified. Upon request to the Plan Administrator, you may obtain, without charge, a copy of the Plan’s procedures governing qualified medical child support orders.

NOTE Employee and child(ren) only Election: Your participation in this Health FSA could disqualify your spouse from establishing and making/receiving tax favored contributions to a health savings account as defined in Code Section 223 unless you have elected the limited reimbursement option set forth below. If a spouse maintains a Code Section 223 health savings account or wishes to establish a Code Section 223 health savings account, you may make an election during the initial enrollment period and/or the annual enrollment period to exclude your spouse from coverage under the Health FSA and cover only the participant and the participant’s eligible dependents (but only to the extent identified as an option in Part 9, the Plan Information Summary).

Q-3. What is my "Health Care Account"?

If you elect to participate in the Health FSA, the Employer will establish a "Health Care Account" to keep a record of the reimbursements to which you are entitled, as well as the Pre-tax Contributions you elected to pay for such benefits during the Plan Year. No actual account is established; it is merely a bookkeeping account. Benefits under the Health FSA are paid as needed from the Employer's general assets except as otherwise set forth in the Plan Information Summary.

Q-4. When does coverage under the Health FSA end?

Your coverage under the Health FSA ends on the earlier of the following to occur:

(i) The date that you elect not to participate in accordance with the Cafeteria Plan Summary;
(ii) The last day of the Plan Year unless you make an election during the Annual Election Period;
(iii) The date that you no longer satisfy the Health FSA Eligibility Requirements;
(iv) The date that you terminate employment; or
(v) The date that the Plan is terminated or amended to exclude you or the class of eligible employees of which you are a member are specifically excluded from the Plan.

You may be entitled to elect Continuation Coverage (as described in **Q-16.** below) under the Health FSA once your coverage ends because you terminate employment or experience a reduction in hours of employment.

Coverage for your Eligible Dependents ends on the earliest of the following to occur:

(i) The date your coverage ends;
(ii) The date that your dependents cease to be eligible dependents (e.g. you and your spouse divorce);
(iii) The date the Plan is terminated or amended to exclude the individual or the class of Dependents of which the individual is a member from coverage under the Health FSA.

You and/or your covered dependents may be entitled to continue coverage if coverage is lost for certain reasons. The continuation of coverage provisions are described in more detail below.

Q-5. Can I ever change my Health FSA election?

You can change your election under the Health FSA in the following situations:

(i) *For any reason during the Annual Election Period*. You can change your election during the Annual Election Period for any reason. The election change will be effective the first day of the Plan Year following the end of the Annual Election Period.

(ii) *Following a Change In Status Event*. You may change your Health FSA election during the Plan Year only if you experience an applicable Change in Status Event. See **Q-8.** of Part 2, the Cafeteria Plan Summary, for more information on election changes. **NOTE: You may not make Health FSA election changes as a result of any cost or coverage changes**.

Q-6. What happens to my Health Care Account if I take an approved leave of absence?

Refer to Q-9, Part 2 of the Cafeteria Plan Summary to determine what, if any, specific changes you can make during a leave of absence. If your Health FSA coverage ceases during an FMLA leave, you may, upon returning from FMLA leave, elect to be reinstated in the Health FSA at either (a) the same coverage level in effect before the FMLA leave (with increased contributions for the remaining period of coverage) or (b) at the same coverage level that is reduced pro-rata for the period of FMLA leave during which you did not make any contributions. Under either scenario, expenses incurred during the period that your Health FSA coverage was not in effect are not eligible for reimbursement under this Health FSA.

Q-7. What is the maximum annual Health Care Reimbursement that I may elect under the Health FSA, and how much will it cost?

You may elect any annual reimbursement amount subject to the maximum annual Health Care Reimbursement Amount and Minimum Reimbursement Amount described in the Plan Information Summary. You will be required to pay the annual contribution equal to the coverage level you have chosen reduced by any Employer Contributions and/or Benefit Credits allocated to your Health Care Account.

Any change in your Health FSA election also will change the maximum available reimbursement for the period of coverage after the election. Such maximum available reimbursements will be determined on a prospective basis only by a method determined by the Plan Administrator that is in accordance with applicable law. The Plan Administrator (or its designated claims administrator) will notify you of the applicable method when you make your election change.

Q-8. How are Health Care Reimbursement benefits paid for under this Plan?

When you complete the Salary Reduction Agreement, you specify the amount of Health Care Reimbursement you wish to pay for with Pre-tax Contributions and/or Benefit Credits, to the extent available. Your enrollment material will indicate if Benefit Credits are available for Health FSA coverage. Thereafter, each paycheck will be reduced by an amount equal to a pro-rata share of the annual contribution, reduced by any Benefit Credits allocated to your Health Care Account.

If your claim for benefits is approved in accordance with the terms of this Plan, you may receive the reimbursement in one of several ways: (i) a check made payable to you (this check may be written off a Plan Service Provider account; however, all benefits are paid as needed from the Employer's general assets); (ii) electronic transfer to your personal checking account (if offered and if specifically authorized by the participant); (iii) if an electronic payment card is used,

payment may be made directly to the health care provider at the point of purchase (subject to the Plan's right of reimbursement)

Q-9. What amounts will be available for Health Care Reimbursement at any particular time during the Plan Year?

So long as coverage is effective, the full, annual amount of Health Care Reimbursement you have elected, reduced by the amount of previous Health Care Reimbursements received during the Year, will be available at any time during the Plan Year, without regard to how much you have contributed.

Q-10. How do I receive reimbursement under the Health FSA?

Under this Health FSA, you have two reimbursement options. You can complete and submit a claim for reimbursement (see "Traditional Paper Claims" below for more information). Alternatively, if applicable you can use an electronic payment card to pay the expense. In order to be eligible for the Electronic Payment Card, you must agree to abide by the terms and conditions of the Electronic Payment Card Program (the "Program") including any fees applicable to participate in the program, limitations as to card usage, the Plan's right to withhold and offset for ineligible claims, etc. The following is a summary of how both options work.

Traditional Paper Claims: When you incur an Eligible Medical Expense, you file a claim with the Plan's Plan Service Provider by completing and submitting a Request for Reimbursement Form. You may obtain a Request for Reimbursement Form from the Plan Administrator or the Plan Service Provider. You must include with your Request for Reimbursement Form a written statement from an independent third party (e.g., a receipt, EOB, etc.) associated with each expense that indicates the following:

(i). Name of person receiving service
(ii). Name and address of service provider
(iii). Nature of expense (e.g., what type of service or treatment was provided).
(iv). If the expense is for an over-the-counter drug or medicine (other than insulin), a copy of the prescription must be provided or, alternatively, you may submit a receipt from the pharmacy with both the RX number and the identity of the individual for whom the prescription was issued.
(v). Amount of reimbursable expense under the plan
(vi). Date(s) of service

The Plan Service Provider will process the claim once it receives the Request for Reimbursement Form from you. Reimbursement for expenses that are determined to be Eligible Medical Expenses will be made as soon as possible after receiving the claim and processing it. If the expense is determined to not be an "Eligible Medical Expense" you will receive notification of this determination. You must submit all claims for reimbursement for Eligible Medical Expenses during the Plan Year in which they were incurred or during the Run-Out Period following the end of the Plan Year (or if applicable, the Claims Submission Grace Period following the date

that you cease to be a participant). The Run-Out Period (and the Claims Submission Grace Period) is described in Part 9, the Plan Information Summary.

You may have a claim submitted by means of a provider supplied electronic claim file ("Import"). In other words, the claim is provided directly to the Plan Service Provider by the provider or health plan. In that case, you do not need to file a claim with the Plan Service Provider; it is deemed filed when the Plan Service Provider receives the claim. You will be notified in the enrollment material of this Plan or the applicable Benefit Option if claims will be provided directly to the Plan Service Provider of this Plan. If you elect this option when made available to you, you must hereby agree not to seek reimbursement for an imported claim from any other source.

Electronic Payment Card. Alternatively, you may be able to use, if enabled as a Plan option in Part 9, the FlexMoney Card® Visa Debit Card to pay the expense. In order to be eligible for the FlexMoney Card®, you must agree to abide by the terms and conditions of the FlexMoney Card® Program (the "Program") as set forth in Part 8 and in the FlexMoney Card® Cardholder Agreement (the "Cardholder Agreement") including any fees applicable to participate in the program, limitations as to card usage, the Plan's right to withhold and offset for ineligible claims, etc.

Q-11. What is an "Eligible Medical Expense"?

An "Eligible Medical Expense" is an expense that has been incurred by you and/or your eligible dependents that satisfies the following conditions:

- The expense is for "medical care" as defined by Code Section 213(d);
- The expense has not been reimbursed by any other source and you will not seek reimbursement for the expense from any other source.

The Code generally defines "medical care" as any amounts incurred to diagnose, treat, or prevent a specific medical condition or for purposes of affecting any function or structure of the body. This includes, but is not limited to, both prescription and over-the-counter drugs (and over-the-counter products and devices). Not every health related expense you or your eligible dependents incur constitutes an expense for "medical care." For example, an expense is not for "medical care", as that term is defined by the Code, if it is merely for the beneficial health of you and/or your eligible dependents (e.g. vitamins or nutritional supplements that are not taken to treat a specific medical condition) or for cosmetic purposes, unless necessary to correct a deformity arising from illness, injury, or birth defect. You may, in the discretion of the Plan Service Provider/Plan Administrator, be required to provide additional documentation from a health care provider showing that you have a medical condition and/or the particular item is necessary to treat a medical condition. Expenses for cosmetic purposes are also not reimbursable unless they are necessary to correct an abnormality caused by illness, injury or birth defect. Over-the-counter drugs and medicines (other than insulin) that are for "medical care" will not constitute an Eligible Medical Expense unless you or your eligible dependents have obtained a prescription that complies with applicable state law from an authorized health care provider (e.g. physician or, where permitted by law, a physician's assistant). Insulin and over-the-counter devices and

supplies (other than drugs or medicines) will still constitute an Eligible Medical Expense, even if not prescribed by a health care provider, to the extent they are otherwise for "medical care". "Stockpiling" of over-the-counter drugs and/or items is not permitted and expenses resulting from stockpiling are not reimbursable. There must be a reasonable expectation that such drugs or items could be used during the Plan Year (as determined by the Plan Administrator).

In addition, certain expenses that might otherwise constitute "medical care" as defined by the Code are not reimbursable under any Health FSA (per IRS regulations):

- Health insurance premiums;
- Expenses incurred for qualified long-term care services; and
- Any other expenses that are specifically excluded by the Employer as set forth in the Plan Information Summary.

Newborns' and Mothers' Health Protection Act of 1996

Group health plans and health insurance issuers generally may not, under federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours, as applicable). In any case, plans and issuers may not, under federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Q-12. When must the expenses be incurred in order to receive reimbursement?

Eligible Medical Expenses must be incurred ***during*** the Plan Year and while you are a participant in the Plan. "Incurred" means that the service or treatment giving rise to the expense has been provided. If you pay for an expense before you are provided the service or treatment, the expense may not be reimbursed until you have been provided the service or treatment. You may not be reimbursed for any expenses arising before the Health FSA becomes effective, before your Salary Reduction Agreement or Election Form becomes effective, or for any expenses incurred after the close of the Plan Year, or, after a separation from service or loss of eligibility (except for expenses incurred during an applicable COBRA continuation period).

If the Employer has adopted a grace period, you may also be able to use amounts allocated to the Health FSA that are unused at the end of the Plan Year for expenses incurred during the grace period following the end of the Plan Year. The terms of the "grace period," if adopted, will be described in Part 9, the Plan Information Summary.

Q-13. What if the Eligible Medical Expenses I incur during the Plan Year are less than the annual amount I have elected for Health Care Reimbursement?

You will not be entitled to receive any direct or indirect payment of any amount that represents the difference between the actual Eligible Medical Expenses you have incurred and the annual coverage level you have elected. Any amount allocated to a Health Care Account will be forfeited by the Participant and restored to the Employer if it has not been applied to provide reimbursement for expenses incurred during the Plan Year that are submitted for reimbursement within the Run-Out Period described in the Plan Information Summary. Amounts so forfeited shall be used to offset administrative expenses and future costs, and/or applied in a manner that is consistent with applicable rules and regulations (per the Plan Administrator's sole discretion).

If the Employer has adopted a grace period following the end of the Plan Year, amounts allocated to the Health FSA that are unused at the end of the Plan Year may also be used to reimburse expenses incurred during the grace period following the end of the Plan Year. Any amounts not used for expenses incurred during the Plan Year and during the grace period will be forfeited.

Q-14. What happens if a Claim for Benefits under the Health FSA is denied?

You will have the right to a full and fair review process. You should refer to the Claims Review Procedure Appendix, Appendix I, for a detailed summary of the Claims Procedures under this Plan.

Q-15. What happens to unclaimed Health Care Reimbursements?

Any Health Care Reimbursement benefit payments that are unclaimed (e.g., uncashed benefit checks) within 90 days after reimbursement is made shall be forfeited.

Q-16. What is COBRA continuation coverage?

Federal law requires most private and governmental employers sponsoring group health plans to offer employees and their families the opportunity for a temporary extension of health care coverage (called "continuation coverage") at group rates in certain instances where coverage under the plans would otherwise end. These rules apply to this Health FSA unless the Employer sponsoring the Health FSA is not subject to these rules (e.g., the employer is a "small employer" or the Health FSA is a church Plan). The Plan Administrator can tell you whether the Employer is subject to federal COBRA continuation rules (and thus subject to the following rules). These rules are intended to summarize the continuation rights set forth under federal law. If federal law changes, only the rights provided under applicable federal law will apply. To the extent that any greater rights are set forth herein, they shall not apply.

<u>When Coverage May Be Continued</u>

Only "Qualified Beneficiaries" are eligible to elect continuation coverage if they lose coverage as a result of a Qualifying Event. A "Qualified Beneficiary" is the Participant, covered Spouse, and/or covered dependent child at the time of the qualifying event.

A Qualified Beneficiary has the right to continue coverage if he or she loses coverage (or should have lost coverage) as a result of certain qualifying events. The table below describes the qualifying events that may entitle a Qualified Beneficiary to continuation coverage:

	Covered Employee	Covered Spouse	Covered Dependent
1. Covered Employee's Termination of employment or reduction in hours of employment	√	√	√
2. Divorce or Legal Separation		√	
3. Child ceasing to be an eligible dependent			√
4. Death of the covered employee		√	√

NOTE: Notwithstanding the preceding provisions, you generally do not have the right to elect COBRA continuation coverage if the cost of COBRA continuation coverage for the remainder of the Plan Year equals or exceeds the amount of reimbursement you have available for the remainder of the Plan Year. You will be notified of your particular right to elect COBRA continuation coverage.

Type of Continuation Coverage

If you choose continuation coverage, you may continue the level of coverage you had in effect immediately preceding the qualifying event. However, if Plan benefits are modified for similarly situated active employees, then they will be modified for you and other Qualified Beneficiaries as well. After electing COBRA coverage, you will be eligible to make a change in your benefit election with respect to the Health FSA upon the occurrence of any event that permits a similarly situated active employee to make a benefit election change during a Plan Year.

If you do not choose continuation coverage, your coverage under the Health FSA will end with the date you would otherwise lose coverage.

Notice Requirements

You or your covered Dependents (including your Spouse) must notify the COBRA Administrator (if a COBRA Administrator is not identified in the Plan Information Summary, then contact the Plan Administrator) in writing of a divorce, legal separation, or a child losing dependent status under the Plan within 60 days of the later of (i) the date of the event (ii) the date on which coverage is lost because of the event. Your written notice must identify the qualifying event, the date of the qualifying event and the qualified beneficiaries impacted by the qualifying event. When the COBRA Administrator is notified that one of these events has occurred, the Plan Administrator will in turn notify you that you have the right to choose continuation coverage by sending you the appropriate election forms. Notice to an employee's Spouse is

treated as notice to any covered Dependents who reside with the Spouse. You may be required to provide additional information/documentation to support that a particular qualifying event has occurred (e.g. divorce decree).

An employee or covered Dependent is responsible for notifying the COBRA Administrator if he or she becomes covered under another group health plan.

Election Procedures and Deadlines

Each qualified beneficiary is entitled to make a separate election for continuation coverage under the Plan if they are not otherwise covered as a result of another Qualified Beneficiary's election. In order to elect continuation coverage, you must complete the Election Form(s) and return it to the COBRA Administrator identified in the Plan Information Summary within 60 days from the date you would lose coverage for one of the reasons described above, or the date you are sent notice of your right to elect continuation coverage, whichever is later. Failure to return the election form within the 60-day period will be considered a waiver of your continuation coverage rights.

Cost

You will have to pay the entire cost of your continuation coverage. The cost of your continuation coverage will not exceed 102% of the applicable premium for the period of continuation coverage. The first contribution after electing continuation coverage will be due 45 days after you make your election. Subsequent contributions are due the 1st day of each month; however, you have a 30-day grace period following the due date in which to make your contribution. Failure to make contributions within this time period will result in automatic termination of your continuation coverage.

When Continuation Coverage Ends

The maximum period for which coverage may be continued is the end of the Plan Year in which the qualifying event occurs. However, in certain situations, the maximum duration of coverage may be 18 or 36 months from the qualifying event (depending on the type of qualifying event and the level of Non-Elective contributions provided by the Employer). You will be notified of the applicable maximum duration of continuation coverage when you have a qualifying event. Regardless of the maximum period, continuation coverage may end earlier for any of the following reasons:

- if the contribution for your continuation coverage is not paid on time or it is significantly insufficient (Note: if your payment is insufficient by the lesser of 10% of the required premium, or $50, you will be given 30 days to cure the shortfall);
- if you become covered under another group health plan and are not actually subject to a pre-existing condition exclusion limitation;
- if you become entitled to Medicare; or
- if the employer no longer provides group health coverage to any of its employees.

Q-17. What happens if I receive erroneous or excess reimbursements?

If, as of the end of any Plan Year, it is determined that you have received payments under this Health FSA that exceed the amount of Eligible Medical Expenses that have been properly substantiated during the Plan Year as set forth in this SPD, or reimbursements have been made in error (e.g. reimbursements were made for expenses incurred for the care of an individual who was not a qualifying individual), the Plan Administrator may recoup the excess reimbursements in one or more of the following ways: (i) The Plan Administrator will notify you of any such excess amount, and you will be required to repay the excess amount to the Employer immediately after receipt of such notification; (ii) The Plan Administrator may offset the excess reimbursement against any other Eligible Medical Expenses submitted for reimbursement (regardless of the Plan Year in which submitted); or (iii) withhold such amounts from your pay (to the extent permitted under applicable law). If the Plan Administrator is unable to recoup the excess reimbursement by the means set forth in (i) – (iii), the Plan Administrator will notify the Employer that the funds could not be recouped and the Employer will treat the excess reimbursement as it would any other bad business debt. This could result in adverse income tax consequences to you.

Q-18. Will my health information be kept confidential?

Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") group health plans such as the Health FSA and the third party service providers are required to take steps to ensure that certain "protected health information" is kept confidential. You may receive a separate notice that outlines the Employer's health privacy policies.

Q-19. How long will the Health FSA remain in effect?

Although the Employer expects to maintain the Plan indefinitely, it has the right to modify or terminate the program at any time and for any reason.

Q-20. How does this Health FSA interact with a Health Reimbursement Arrangement (HRA) Sponsored by the Employer? (Only if Applicable)

Typically, a Health FSA is the payer of last resort. This means the Health FSA cannot reimburse expenses that are reimbursable from any other source. However, if you are also participating in an HRA sponsored by the Employer that covers expenses covered by this Health FSA, the employer may require the Health FSA pay first, rather than the HRA. If the Health FSA pays first, you must exhaust your Health Care Account before using funds allocated to your HRA. Your HRA enrollment material will let you know whether the HRA or the Health FSA pays first.

MISCELLANEOUS RIGHTS UNDER THE HEALTH FSA

ERISA Rights (not applicable to non-ERISA Plans)

The Health FSA Plan may be an ERISA welfare benefit plan if your employer is a private employer. If this is an ERISA Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act ("ERISA"). ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as work-sites and union halls, all documents governing the plan, including insurance contracts, collective bargaining agreements and a copy of the latest annual report (Form 5500 series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the plan administrator, copies of all documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 series) and updated SPD. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Continue Group Health Plan Coverage

You may continue health care coverage for yourself, Spouse, or Dependent children if there is a loss of coverage under the Plan as a result of a qualifying event. You or your eligible Dependents will have to pay for such coverage. You should review **Q-16.** of this Health FSA Summary for more information concerning your COBRA continuation coverage rights.

(To the extent the Health FSA is subject to HIPAA's portability rules) You may be eligible for a reduction or elimination of exclusionary periods of coverage for preexisting condition under your group health plan, if you move to another plan and you have creditable coverage from this Plan. If you are eligible for this reduction or elimination, you will be provided a certificate of creditable coverage, free of charge, from the Plan when you lose coverage under the Plan, when you become entitled to elect COBRA continuation coverage, when your COBRA continuation coverage ceases, if you request it before losing coverage, or if you request it up to 24 months after losing coverage. Without evidence of creditable coverage, you may be subject to a preexisting condition exclusion for 12 months (18 months for late enrollees) after your enrollment date in your coverage in another plan.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of the plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit from the plan, or from exercising your rights under ERISA.

Enforce Your Rights

If your claim for a welfare benefit under an ERISA-covered plan is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan reviewed and have the claim reconsidered. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits that is denied or ignored in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance obtaining documents from the plan administrator, you should contact the nearest office of the U.S. Department of Labor, Employee Benefits Security Administration listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Ave., N.W., Washington, D.C., 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

PART 6. DEPENDENT CARE FSA COMPONENT SUMMARY

Q-1. Who can participate in the Plan?

Each employee who satisfies the Eligibility Requirements is eligible to participate in the Dependent Care FSA on the Plan Entry Date. The Eligibility Requirements and the Plan Entry Date are described in Part 9, the Plan Information Summary.

Q-2. How do I become a Participant?

If you have otherwise satisfied the Eligibility Requirements, you become a participant in the Dependent Care FSA by electing Dependent Care Reimbursement benefits during the Initial or Annual Election Periods described in **Q-6.** of Part 2, the Cafeteria Plan Summary. If you have made an election to participate and you want to participate during the next Plan Year, you must make an election during the Annual Election Period, even if you do not change your current election. Evergreen elections do not apply to Dependent Care FSA elections.

You may also become a participant if you experience a change in status event or cost or coverage change that permits you to enroll mid-year (see **Q-8.** of Part 2, the Cafeteria Plan Summary, for more details regarding mid-year election changes and the effective date of those changes).

Q-3. What is my "Dependent Care Account"?

If you elect to participate in the Dependent Care FSA, the Employer will establish a "Dependent Care Account" to keep a record of the reimbursements you are entitled to, as well as the contributions you elected to withhold for such benefits during the Plan Year. No actual account is established; it is merely a bookkeeping account. Benefits under the Dependent Care FSA are paid as needed from the Employer's general assets except as otherwise set forth in the Plan Information Summary.

Q-4. When does my coverage under the Dependent Care FSA end?

Your coverage under the Dependent Care FSA ends on the earlier of the following to occur:

(i) The date that you elect not to participate in accordance with the Cafeteria Plan Summary;
(ii) The last day of the Plan Year unless you make an election during the Annual Election Period;
(iii) The date that you no longer satisfy the Dependent Care FSA Eligibility Requirements;
(iv) The date that you terminate employment; or
(v) The date that the Plan is terminated or you, or the class of eligible employees of which you are a member, are specifically excluded from the Plan.

If you terminate employment or you cease to be eligible during the Plan Year, you may submit for reimbursement Eligible Day Care Expenses incurred after the date of separation up to the amount of your Dependent Care Account to the extent set forth in the Plan Information Summary.

Q-5. Can I ever change my Dependent Care FSA election?

You can change your election under the Dependent Care FSA in the following situations:

(i) *For any reason during the Annual Election Period*. You can change your election during the Annual Election Period for any reason. The election change will be

effective the first day of the Plan Year following the end of the Annual Election Period.

(ii) *Following a Change In Status Event or Cost or Coverage Change*. You may change your Dependent Care FSA election during the Plan Year only if you experience an applicable Change in Status Event or there is a significant cost or coverage change. See **Q-8.** of Part 2, the Cafeteria Plan Summary, for more information on election changes.

Q-6. What happens to my Dependent Care Account if I take an unpaid leave of absence?

Refer to Q-9, Part 2 of the Cafeteria Plan Summary to determine what, if any, specific changes you can make during a leave of absence.

Q-7. What is the maximum annual Dependent Care Reimbursement that I may elect under the Dependent Care FSA?

The annual amount cannot exceed the maximum Dependent Care Reimbursement amount specified in Section 129 of the Internal Revenue Code. The maximum annual amount is currently $5,000 per Plan Year if you:

- are married and file a joint return;
- are married but your Spouse maintains a separate residence for the last 6 months of the calendar year, you file a separate tax return, and you furnish more than one-half the cost of maintaining those Dependents for whom you are eligible to receive tax-free reimbursements under the Dependent Care FSA; or
- are single.

If you are married and reside together, but file a separate federal income tax return, the maximum Dependent Care Reimbursement that you may elect is $2,500. In addition, the amount of reimbursement that you receive on a tax free basis during the Plan Year cannot exceed the lesser of your earned income (as defined in Code Section 32) or your spouse's earned income.

Your Spouse will be deemed to have earned income of $250 if you have one Qualifying Individual and $500 if you have two or more Qualifying Individuals (described below), for each month in which your Spouse is

(i) physically or mentally incapable of caring for himself or herself, or
(ii) a full-time student (as defined by Code Section 21).

Q-8. How Do I Pay for Dependent Care Reimbursements?

When you complete the Salary Reduction Agreement, you specify the amount of Dependent Care Reimbursement you wish to pay for with Pre-tax Contributions and/or Benefit Credits, to the extent available. Your enrollment material will indicate if Contributions or Benefit Credits are available for Dependent Care FSA coverage. Thereafter, each paycheck will be reduced by an amount equal to a pro-

rata share of the annual contribution, reduced by any Benefit Credits allocated to your Dependent Care Account.

If your claim for benefits is approved in accordance with the terms of this Plan, you may receive the reimbursement in one of two ways: (i) a check made payable to you (this check may be written off a Plan Service Provider account; however, all benefits are paid as needed from the Employer's general assets); (ii) electronic transfer to your personal checking account (if offered and if specifically authorized by the participant).

Q-9. What is an "Eligible Day Care Expense" for which I can claim a reimbursement?

You may be reimbursed for work-related dependent care expenses ("Eligible Day Care Expenses"). Generally, an expense must meet all of the following conditions for it to be an Eligible Employment Related Expense:

1. The expense is incurred (expenses are considered incurred only if the service has already occurred) for services rendered after the date of your election to receive Dependent Care Reimbursement benefits and during the calendar year to which it applies.

2. Each individual for whom you incur the expense is a "Qualifying Individual". A Qualifying Individual is:

(i) An individual age 12 or under who is a "qualifying child" of the Employee as defined in Code Section 152(a)(1). Generally speaking, a "qualifying child" is a child (including a brother, sister, step sibling) of the Employee or a descendant of such child (e.g. a niece, nephew, grandchild) who shares the same principal place of abode with you for more than half the year and does not provide over half of his/her support; or

(ii) a Spouse or other tax Dependent (as defined in Code Section 152) who is physically or mentally incapable of caring for himself or herself and who has the same principal place of abode as you for more than half of the year.

Note: there is a special rule for children of divorced parents. The child is a qualifying individual of the "custodial parent", as defined in Code Section 152(e).

3. The expense is incurred for the care of a Qualifying Individual (as described above), or for related household services, and is incurred to enable you (and your Spouse, if applicable) to be gainfully employed. Expenses for overnight stays or overnight camp are not eligible. Tuition expenses for kindergarten (or above) do not qualify

4. If the expense is incurred for services outside your household and such expenses are incurred for the care of a Qualifying Individual who is age 13 or older, such Dependent regularly spends at least 8 hours per day in your home.

5. If the expense is incurred for services provided by a dependent care center (i.e., a facility that provides care for more than 6 individuals not residing at the facility), the center complies with all applicable state and local laws and regulations.

6. The expense is not paid or payable to a "child" (as defined in Code Section 152(f)(1)) of yours who is under age 19 by the end of the year in which the expense is incurred or an individual for whom you or your Spouse is entitled to a personal tax exemption as a Dependent. Moreover, the day care cannot be provided by a parent of the Qualifying Individual.

7. You must supply the taxpayer identification number for each dependent care service provider to the IRS with your annual tax return by completing IRS Form 2441.

You are encouraged to consult your personal tax advisor or IRS Publication 17 "Your Federal Income Tax" for further guidance as to what is or is not an Eligible Employment Related Expense if you have any doubts. In order to exclude from income the amounts you receive as reimbursement for dependent care expenses, you are generally required to provide the name, address, and taxpayer identification number of the dependent care service provider on your federal income tax return.

Q-10. How do I receive reimbursement under the Dependent Care FSA?

Under this Dependent Care FSA, you can complete and submit a claim for reimbursement ("traditional paper claim"). The following is a summary of how this works.

Traditional Paper Claims: If you have elected to participate in the Dependent Care FSA, you must take certain steps to be reimbursed for your Eligible Employment Related Expenses. When you incur an Eligible Employment Related Expense, you submit a written or electronic claim to the Plan's Administrator. You may obtain a Request for Reimbursement form from the Plan Administrator or Plan Service Provider. You must include this form with your request for Reimbursement. If there are enough credits to your Dependent Care Account, you will be reimbursed for your Eligible Employment Related Expenses on the next scheduled processing date.

If your claim was for an amount that was more than your current Dependent Care Account balance, the excess part of the claim will be denied and can be resubmitted when additional contributions are made available. Remember, though, you cannot be reimbursed for any total expenses above your available, annual credits to your Dependent Care Account. You may not be reimbursed for any expenses that arise before your Salary Reduction Agreement becomes effective, or for any expense incurred after the close of the Plan Year.

To have your claims processed as soon as possible, please read the claims instructions you have been furnished. Please note that it is not necessary that you have actually paid an amount due for Eligible Employment Related Expenses -- only that you have incurred the expense, and that it is not being paid for or reimbursed from any other source.

Q-11. When must the expenses be incurred in order to receive reimbursement?

Eligible Day Care Expenses must be incurred ***during*** the Plan Year. You may not be reimbursed for any expenses arising before the Dependent Care FSA becomes effective, before your Salary Reduction Agreement or Election Form becomes effective, or for any expenses incurred after the close of the Plan Year and unless noted otherwise in the Plan Information Summary, after your participation in the Dependent Care FSA ends.

If the Employer has adopted a grace period, you may also be able to use amounts allocated to the Dependent Care FSA that are unused at the end of the Plan Year for expenses incurred during the grace period following the end of the Plan Year. The terms of the "grace period", if adopted, will be described in the Plan Information Summary.

Q-12. What if the Eligible Day Care Expenses I incur during the Plan Year are less than the annual amount of coverage I have elected for Dependent Care Reimbursement?

You will not be entitled to receive any direct or indirect payment of any amount that represents the difference between the actual Eligible Employment Related Expenses you have incurred, on the one hand, and the annual Dependent Care Reimbursement you have elected and paid for, on the other. Any amount credited to a Dependent Care Account shall be forfeited by the Participant and restored to the Employer if it has not been applied to provide the elected reimbursement for any Plan Year by the end of the Run Out period following the end of the Plan Year for which the election was effective. Amounts so forfeited shall be used to offset reasonable administrative expenses and future costs or as otherwise permitted under applicable law.

If the Employer has adopted a grace period following the end of the Plan Year, amounts allocated to the Dependent Care FSA that are unused at the end of the Plan Year may also be used to reimburse expenses incurred during the grace period following the end of the Plan Year. Any amounts not used for expenses incurred during the Plan Year and the grace period will be forfeited.

Q-13. Will I be taxed on the Dependent Care Reimbursement benefits I receive?

You will not normally be taxed on your Dependent Care Reimbursement so long as your family's aggregate Dependent Care Reimbursement (under this Dependent Care FSA and/or another employer's dependent care FSA) does not exceed the maximum annual reimbursement limits described above. However, to qualify for tax-free treatment, you will be required to list the names and taxpayer identification numbers on your annual tax return of any persons who provided you with dependent care services during the calendar year for which you have claimed a tax-free reimbursement.

Q-14. If I participate in the Dependent Care FSA, will I still be able to claim the household and dependent care credit on my federal income tax return?

You may not claim any other tax benefit for the tax-free amounts received by you under this Dependent Care FSA, although the balance of your Eligible Employment Related Expenses may be eligible for the dependent care credit.

Q-15. What is the household and dependent care credit?

The household and dependent care credit is an allowance for a percentage of your annual, Eligible Employment Related Expenses as a credit against your federal income tax liability under the U.S. Tax Code. See IRS Publication 503 for more details on the credit.

Q-16. What happens to unclaimed Dependent Care Reimbursements?

Any Dependent Care Reimbursements that are unclaimed (e.g., uncashed benefit checks) by the close of the Plan Year following the Plan Year in which the Eligible Employment Related Expense was incurred shall be forfeited.

Q-17. What happens if my claim for reimbursement under the Dependent Care FSA is denied?

You will have the right to a full and fair review process. You should refer to Appendix I for a detailed summary of the Claims Procedures under this Plan

Q-18. What happens if I receive erroneous or excess reimbursements?

If, as of the end of any Plan Year, it is determined that you have received payments under this Dependent Care FSA that exceed the amount of Eligible Employment Related Expenses that have been properly substantiated during the Plan Year as set forth in this SPD or reimbursements have been made in error (e.g. reimbursements were made for expenses incurred for the care of an individual who was not a qualifying individual), the Plan Administrator may recoup the excess reimbursements in one or more of the following ways: (i) The Plan Administrator will notify you of any such excess amount, and you will be required to repay the excess amount to the Employer within sixty (60) days of receipt of such notification; (ii) The Plan Administrator may offset the excess reimbursement against any other eligible Employment Related Expenses submitted for reimbursement (regardless of the Plan Year in which submitted); or (iii) withhold such amounts from your pay (to the extent permitted under applicable law). If the Plan Administrator is unable to recoup the excess reimbursements by the means set forth in (i) – (iii), the Plan Administrator will notify the Employer that the funds could not be recouped and the Employer will treat the excess reimbursement as it would any other bad business debt. This could result in adverse tax consequences to you.

Q-19. How long will the Dependent Care FSA remain in effect?

Although the Employer expects to maintain the Plan indefinitely, it has the right to modify or terminate the program at any time for any reason.

PART 7. HEALTH SAVINGS ACCOUNTS

If Health Savings Account contributions are identified as an option under the Plan, the following rules apply to the Health Savings Account contributions made under the Plan:

Q-1. What is a Health Savings Account for which contributions can be made under this Plan?

A Health Savings Account ("HSA") is a personal trust or custodial account established with a Custodian or Trustee to be used for reimbursement of "eligible medical expenses" incurred by the Account Beneficiary and his/her tax dependents, as set forth in Code Section 223. The HSA is administered by the HSA Custodian or Trustee or its designee subject to the terms and conditions set forth in the Custodial or Trust Agreement between the Account Beneficiary and the Custodian or Trustee. The HSA is not an employee benefit plan sponsored or maintained by the Employer. The Employer's role with respect to the HSA is limited to making contributions through this Plan to the HSA established by you with the Custodian/Trustee (through Employer contributions and/or pre-tax salary reductions elected by you). The Employer has no authority or control over the funds deposited in your HSA. As such, the HSA identified in the Summary Plan Description and offered through this Plan is not subject to the Employee Retirement Income Security Act of 1974 (ERISA).

Q-2. Who is eligible for HSA contributions under this Plan?

HSA eligibility is determined under IRS rules and the applicable terms and conditions of any Custodial or Trust agreement. You are eligible for Plan contributions to your HSA during any month if you satisfy the following conditions on the first day of that month:

(a) You are covered under a qualifying High Deductible Health Plan (as defined in Code Section 223) maintained by Employer;

(b) You certify, in accordance with policies and procedures established by the Employer, that you satisfy all of the requirements to be an Eligible Individual as set forth in Code Section 223. You are required to notify the Employer if you fail to satisfy these conditions on the first day of any month following the date that you first certify that you meet these requirements. In addition to being covered under a qualifying High Deductible Health Plan maintained by Employer, you must not be (i) covered under any other health plan or program that is not a qualifying High Deductible Health Plan (as defined in Code Section 223) unless that coverage is limited to "permitted coverage," "permitted insurance" and/or preventive care as defined in Code Section 223 and related guidance; (ii) entitled to Medicare; or (iii) eligible to be claimed as a Dependent of any other taxpayer.

(c) You are otherwise eligible for this Plan.

Q-3. Who is an Account Beneficiary?

An Account Beneficiary is an eligible Participant who has properly enrolled in an HSA in accordance with the terms of the applicable Custodial Agreement.

Q-4. Who is a Custodian or Trustee?

The Custodian or Trustee is the entity with whom the Account Beneficiary's HSA is established (for purposes of this Plan, use of the term "Custodian" includes a reference to both Custodian and Trustee). The HSA is established pursuant to an agreement ("Custodial Agreement") between the Custodian and the Account Beneficiary. To the extent the Participant is an Eligible Individual as defined above, the Participant may establish an HSA with any Custodian; however, pre-tax HSA contributions and Employer HSA contributions, if any, that are made through this Plan will only be made to a Custodian designated by the Employer ("Designated Custodian"). The Participants who establish HSAs with the Designated Custodian will be permitted to rollover funds from the HSA offered through his Plan to another HSA chosen by the Account Beneficiary (in accordance with the terms of the Custodial Agreement).

Q-5. What are the rules regarding contributions made to an HSA under the Plan?

Contributions made under this Plan may consist of both pre-tax contributions made by you through this Plan and/or non-elective Employer contributions (if any) made through this Plan. You may elect to contribute any amount to the HSA up to the annual contribution limit established under Code Section 223 (the "Maximum Annual Contribution Amount"). The Maximum Annual Contribution Amount for an HSA offered under this Plan cannot exceed the sum of the "monthly limits" for each month during the Plan Year that you are an Eligible Individual (as described in Q-2 above). The monthly limit is 1/12 of the lesser of the statutory annual contribution amount established by Code Section 223 for the applicable level of coverage or such amount established under this Plan, for each month that you are an eligible individual. NOTE: There is a special rule for employees who become an Eligible Individual during the calendar year. If you are not an Eligible Individual (as defined in Q-2 above) for the entire calendar year but you are an Eligible Individual during the last month of the calendar year, then you are treated as being an Eligible Individual for the entire calendar year. For all months during the calendar year that you are treated as being an Eligible Individual solely as a result of this rule, you are considered as having the same coverage in effect in the last month of that year. You will be taxed on any contributions made to the HSA (and be subject to a 20% excise tax) under this rule for months that you were not an Eligible Individual if you cease to be an Eligible Individual during the "Testing Period". The testing period begins in December of the year in which you became an Eligible Individual and ends the last day of December of the following year.

The Maximum Annual Contribution amount will be prorated equally over the remaining pay periods following your effective date of coverage. No contributions will be withheld until you have provided evidence deemed sufficient by the Plan Administrator that you have established an HSA as set forth herein. If you are or will be age 55 or older before the end of the year and you properly certify your age to the Employer, the Maximum Annual Contribution amount described above may be increased by the "additional annual contribution" amount (as set forth in Code

Section 223(b)(3)), but only to the extent permitted in the separate written HSA material provided by the Employer and/or the Custodian.

Employer Contributions are not mandated but if made, such contributions may be made at any time during the Plan Year in a lump sum amount or through periodic contributions (as determined in the sole discretion of the Employer and as communicated in Plan or HSA enrollment materials).

Your election to make HSA contributions through this Plan will not be effective until the later of the date that you make an HSA contribution election through this Plan (to the extent such election is approved by the Plan Administrator) or the date that you establish an HSA with the Custodian during the Plan Year (the effective date of the HSA is determined by the Custodian and/or applicable law). Employer may adjust contributions made under this Plan as necessary to ensure the Maximum Contribution Amount described above is not exceeded.

Any pre-tax salary reduction contributions that cannot be made to the HSA because it is determined that you are not an Eligible Individual (as described in Q-2 above), you have failed to establish an HSA with the Designated Custodian by December 31 (or such other date as determined by the Employer), or that the Maximum Annual Contribution amount has been exceeded will be returned to you as taxable compensation or as otherwise set forth in the Plan or Plan enrollment material. Any Employer Contributions that cannot be made to the HSA because you are not eligible for such contributions will be returned to the Employer except as otherwise set forth in the Plan or the Plan enrollment material.

Employer may advance contributions to you up to your annual HSA pre-tax salary reduction election made through this Plan (reduced by any prior pre-tax contributions made by you during the Plan Year) or such other amount established by the Employer, whichever is less. Advance contributions will be made available to all Participants on non-discriminatory terms and conditions; however, the Employer may condition the advance of such contributions on the occurrence of certain events identified by the Employer in separate written material relating to the Plan. Moreover, you will be required to repay the Employer for advances made through this Plan through means established by the Employer.

In the event excess contributions are made to the Participant's HSA (i.e. the HSA has received contributions in excess of the Maximum Annual Contribution Amount), it will be the sole responsibility of the Participant to work with the Custodian to remove the excess contribution (plus earnings on such contributions) prior to the due date of the Participant's tax return for that tax year and to report the contributions (and earnings) as income when filing taxes at the end of the year.

Q-6. Where can I get more information on my HSA and its related tax consequences?

For details concerning your rights and responsibilities with respect to your HSA (including information concerning the terms of eligibility, qualifying High Deductible Health Plan,

contributions to the HSA, and distributions from the HSA), please refer to your HSA Custodial Agreement and/or the HSA communication material provided by your Employer.

PART 8. FlexMoney Card ®

Electronic Payment Card (if available under the Plan): The Electronic Payment Card allows you to pay for Eligible Medical Expenses at the time that you incur the expense. Here is how the Electronic Payment Card works.

(a) *You must agree to comply with terms of Cardholder Agreement.* In order to be eligible for the Electronic Payment Card, you must agree to abide by the terms and conditions of the Electronic Payment Cardholder Agreement (the "Cardholder Agreement"). A Cardholder Agreement will be provided to you.

(b) *The Card will be turned off when employment or coverage terminates.* The Card will be turned off when you terminate employment or coverage under the Plan. You may not use the Card during any applicable COBRA continuation coverage period.

(c) *You must certify proper use of the Card.* As specified in the Cardholder Agreement, you certify during the applicable Election Period that the amounts in your Health FSA will only be used for Eligible Medical Expenses (i.e. medical care expenses incurred by you, your spouse, and your tax dependents) and that you have not been reimbursed for the expense and that you will not seek reimbursement for the expense from any other source. Failure to abide by this certification will result in termination of Card use privileges.

(d) *Reimbursement under the Card is limited to merchants with health care related merchant category codes (including pharmacies) except in certain situations.* Use of the Card for Eligible Medical Expenses is limited to merchants who have a health care related merchant category code (doctors, stand alone pharmacies such as CVS, Eckerd, etc.) or who utilize the Inventory Information Approval System (IIAS) described below. The Plan Administrator has sole discretion to determine whether the merchant has a health care related merchant category code. NOTE: MANY PHARMACIES IN RETAIL AND DISCOUNT STORES WILL NOT QUALIFY AS MERCHANTS WITH A HEALTH CARE RELATED MERCHANT CATEGORY CODE. The Plan Administrator will identify for you the merchants who utilize this IIAS (IIAS). In addition, the scope of expenses that may be purchased at an IIAS with the Card may be further limited as necessary to comply with applicable law.

(e) *You swipe the Card at the merchant like you do any other credit or debit card.* When you incur an Eligible Medical Expense at an eligible merchant, such as a co-payment or prescription drug expense, you swipe the Card at the merchant much like you would a typical credit or debit card. The merchant is paid for the expense up to the maximum reimbursement amount available under the Health FSA (or as otherwise limited by the Program) at that time you swipe the Card. Every time you swipe the Card, you certify to the Plan that the expense for which payment under the Health FSA is being made is an Eligible Medical Expense and that you have not been reimbursed from any other source nor will you seek reimbursement from another source.

(f) *You must obtain and retain a receipt/third party statement each time you swipe the Card.* You must obtain a third party statement from the health care provider (e.g., receipt, invoice, explanation of benefits or "EOB"etc.) each time you swipe the Card that includes the same information required for a traditional paper claim (see below for detailed information).

Even though payment is made under the card arrangement, a written third party statement is required to be submitted (except as otherwise provided in the Cardholder Agreement). You will receive a notice from the Claims Administrator that a third party statement is needed. You must provide the third party statement to the Claims Administrator on or before the due date set forth in the letter from the Claims Administrator.

(g) *There are situations where the third party statement will not be required to be provided to the Claims Administrator.* There may be situations in which you will not be required to provide the written statement to the claims administrator. More detail as to which situations apply under your Plan is specified in the Cardholder Agreement:

- **Co-Pay Match:** As specified in the Cardholder Agreement, if the Electronic Payment Card payment matches a specific co-payment you have under the component medical plan for the particular service that was provided (or a multiple of the co-payment not to exceed an amount that is 5 times the copayment amount). For example, if you have a $10 co-pay for physician office visits, and the payment was made to a physician office in the amount of $10, you will not be required to provide the third party statement to the Claims Administrator.
- **Previously Approved Claim Match:** As specified in the Cardholder Agreement, no written statement is required if the expense is the same as the amount, duration and provider as a previously approved expense(s). You may be required to substantiate two transactions before this auto-substantiation rule applies.
- **Provider Match Program:** As specified in the Cardholder Agreement, no third party statement is required to be submitted to the Claims Administrator if the electronic claim file is accompanied by an electronic or written confirmation from the health care provider (e.g., your prescription benefits manager) that identifies the nature of your expense and verifies the amount.
- **Inventory Information Approval System (available at participating merchants with both a health care related merchant category code and merchants who do not have a health care related merchant category code):** Under the Inventory Information Approval System, the merchant retains a list of Eligible Medical Expenses sold by the merchant. The merchant only allows the Card to purchase items identified on that list of Eligible Medical Expenses retained by the merchant. For example, if you place both a prescription drug and a non-medical item on the counter and submit your Card, the merchant will only allow the Card to be used for the prescription drug expense. You must pay for the expenses not on the merchant's Eligible Medical Expense list with another form of payment (cash, personal credit or debit card, etc). You will not be permitted to use the Card at any merchant who does not have a health care related merchant category code unless that merchant utilizes this Inventory Information Approval System.

Note: You must obtain the third party receipt when you incur the expense and swipe the Card, even if you think it will not be needed, so that you will have it in the event the Claims Administrator or the IRS requests it.

(h) *You must pay back any improperly paid claims.* If you are unable to provide adequate or timely substantiation as requested by the Claims Administrator, you must repay the Plan for the unsubstantiated expense. The deadline for repaying the Plan is set forth in the Cardholder Agreement. If you do not repay the Plan within the applicable time period, the Card will be turned off and an amount equal to the unsubstantiated expense will be offset against future eligible claims under either the Health FSA. If no claims are submitted prior to the date you terminate coverage in the Plan, or claims are submitted but they are not sufficient to cover the unsubstantiated expense amount, then the amount may be withheld from your pay (as specified in the Cardholder Agreement) or the remaining unpaid amount may be treated by the Employer as any other bad debt, which will result in additional gross income for you.

(i) *You can use either the payment Card or the traditional paper claims approach.* You have the choice as to how to submit your eligible expenses for reimbursement. If you elect not to use the Electronic Payment Card, you may also submit claims under the Traditional Paper Claims approach discussed above. Claims for which the Electronic Payment Card has been used cannot be submitted as Traditional Paper Claims.

PART 9. PLAN INFORMATION SUMMARY

1. Employer Organization

Name of Organization:	City of Elmhurst
Federal Employer ID Number:	36-6005866
Date Incorporated:	/ /
Mailing Address:	209 N. York Road
City, State, Zip:	Elmhurst, IL 60126
Street Address:	209 N. York Road
City, State, Zip:	Elmhurst, IL 60126
Form of Organization:	Government
Organized in the state of:	IL

Employer Affiliates:

2. Plan Elections

Plan Number:	501
Plan Name:	City of Elmhurst - Flex FSA
Original Effective Date:	01/01/2013
Plan Year Runs*:	01/01 - 12/31
Plan Restated and Amended:	/ /

*This Plan is designed to run on a 12-month plan year period as stated above. A Short Plan Year may occur when the Plan is first established, when the plan year period changes, or at the termination of a Plan.

Plan Administrator:	City of Elmhurst
Plan Service Provider:	Flexible Benefit Service Corporation
Street Address:	10275 W. Higgins Road, Suite 500
City, State, Zip:	Rosemont, IL 60018
Contact:	
Phone:	(866) 472-0882
Benefits Coordinator	
Name:	Valerie Johnson
Title:	Human Resources Manager
Phone:	(630) 530-3770
Company Name:	City of Elmhurst
Street Address:	209 N. York Road
City, State, Zip:	Elmhurst, IL 60126
Acceptance of Legal Process	
Name:	
Title:	
Phone:	(630) 530-3770
Company Name:	City of Elmhurst
Street Address:	209 N. York Road
City, State, Zip:	Elmhurst, IL 60126

The appointed Plan Service Provider in conjunction with the Plan Administrator will perform the functions of accounting, record keeping, changes of participant family status, and any election or reporting requirements of the Internal Revenue Code.

3. Eligibility Requirements

a) Except as provided in (b) below, the Classification of Eligible Employees consists of ALL employees.

b) Employees excluded from this classification group are those individual employees who fall into one or more of the following categories below:

Same as the underlying benefit policies

Service Period Requirement

Incorporated by reference from the underlying benefit policies.

4. Plan Entry Date

The Plan Entry Date is the date when an employee who has satisfied the Eligibility Requirements may commence participation in the Plan. The Plan Entry Date is the later of the date the Employee files a Salary Reduction Agreement during the applicable Enrollment Period or Date requirements are met..

5. Benefit Package Options

The following Benefit Package Options are offered under this Plan:

5.1 Core Health Benefits.

The terms, conditions, and limitations of the Core Health Benefits offered will be as set forth in and controlled by the Group/Individual Medical Insurance Policy or Policies.

5.7 Health Flexible Spending Account.

The terms, conditions, and limitations will be as set forth in and controlled by the Plan Document. Each year each participant may elect in writing on a form filed with the plan administrator on or before the date he first becomes eligible to participate in the plan, and on or before the first day of any plan year thereafter, to be reimbursed from the employer for Unreimbursed Medical Expenses incurred during that year by him to the extent described and defined in the Plan Document.

5.8 Dependent Care Assistance Plans.

The terms, conditions, and limitations will be as set forth in and controlled by the Plan Document. Each year each participant may elect in writing on a form filed with the plan administrator on or before the date he first becomes eligible to participate in the plan, and on or before the first day of any plan year thereafter, to be reimbursed from the employer for dependent care cost incurred during that year by him to the extent described in the Plan Document.

5.12 Health Savings Account (HSA).

The terms, conditions, and limitations of the Health Savings Account offered will be as set forth in and controlled by the HSA Custodial Account Agreement and/or Section 223 of the Code.

6. Flexible Spending Account Elections-Run-Out

Run-Out

A. The Active Employee Run-Out is the period of time that begins the day after the Plan Year ends during which the employee can submit claims for payment of Qualified Expenses incurred during the Plan Year. See Part 9, Sec. 9 for Run-Out information.

B. The Terminated Employee/Coverage Run-Out is the period of time after an employee terminates employment (or loses eligibility to participate in the Plan) during which the employee can submit claims for expenses incurred while the employee remained a participant. See Part 9, Sec. 9 for Run-Out information.

Amounts contributed for reimbursement benefits are segregated for record keeping and accounting purposes only, and this process does not constitute a separate fund or entity as the reimbursements are made from the general assets of the plan sponsor.

A. Health FSA

(a) The maximum annual reimbursement amount an Employee may elect for any Plan Year is $2500.00.

(b) The maximum annual reimbursement amount that a Participant may receive during the year is the annual reimbursement amount elected by the Employee on the Salary Reduction Agreement for Health FSA coverage, not to exceed the amount set forth in (a) above.

(c) Minimum Contribution for this Benefit per Plan Year per Employee is $0.00.

(d) In order to receive reimbursement under the Health FSA, the claim or claims must equal or exceed the Minimum Check Amount. If a claim or claims submitted by the Participant do not equal or exceed this amount, the claim or claims will be held until the accumulated claims equal or exceed the Minimum Check Amount, except those claims submitted for reimbursement during the last month of the Plan Year or during the Run-Out, whichever is applicable, will not be subject to the Minimum Check Amount. The Minimum Check Amount under this Plan is hereby set as $25.00

(e) COBRA Administrator: _____

Street Address: _____

_____

City, State, Zip: _____, __ _____

(f) **Limited-Scope Option:** Employees may elect during the initial enrollment period and/or the annual enrollment period the limited-scope option of reimbursement under the Health FSA, as set forth in the SPD, so that the employee and/or a spouse may participant in a Health Savings Account as defined in Code Section 223.

(g) **Spousal Exclusion:** Employees may elect during the initial enrollment period and/or the annual enrollment period to exclude the spouse from coverage under the Health FSA, as set forth in the SPD, so that the spouse may participant in a Health Savings Account as defined in Code Section 223.

B. Dependent Care Assistance Plan

(a) The maximum annual reimbursement amount a Participant may elect under the Dependent Care Assistance Plan for any Plan Year is the lesser of the maximum established by the Plan described in (b) below or the statutory maximum specified in Code Section 129 (as described in your summary plan description).

(b) The maximum annual reimbursement amount established by the Dependent Care Assistance Plan is as follows: $5000.00 for married filing jointly or single and $2500.00 for married filing separately.

(c) The maximum annual reimbursement that a Participant may receive during the year is the annual reimbursement amount elected by the Participant on the Salary Reduction Agreement, not to exceed the amount in (a) above.

(d) Minimum Contribution for the Benefit per Plan Year per Employee is $0.00

(e) In order to receive reimbursement under the Dependent Care Assistance Plan, the claim or claims must equal or exceed the Minimum Check Amount. If a claim or claims submitted by the Participant do not equal or exceed this amount, the claim or claims will be held until the accumulated claims equal or exceed the Minimum Check Amount, except that claims submitted for reimbursement during the last month of the Plan Year or during the Run-Out, whichever is applicable, will not be subject to the Minimum Check Amount. The Minimum Check Amount under this Plan is hereby set as $25.00

7. FlexMoney Card®

As part of the Plan, a FlexMoney Card® is an optional reimbursement method.

8. Grace Period & Run-Out

As indicated in Part 9, Sec. 9 below, the Employer has the option to adopt a grace period on any or all of your benefits. Please view this section to determine which, if any, of your benefits include this grace period.

If a grace period has been adopted, it will begin on the first day of the next Plan Year and (depending on the benefit) will end up to two (2) months and fifteen (15) days later. To view a list of benefits and associated grace information, please see Part 9, Sec. 9.

In order to take advantage of the grace period, you must be:

- A Participant in the applicable spending account(s) on the last day of the Plan Year to which the grace period relates, or
- (for Health FSA) A Qualified Beneficiary who is receiving COBRA coverage under the Health FSA on the last day of the Plan Year to which the grace period relates.

The following additional rules will apply to the grace period:

- Eligible expenses incurred during a grace period and approved for reimbursement will be paid first from available amounts that were remaining at the end of the Plan Year to which the grace period relates and then from any amounts that are available to reimburse expenses incurred during the current Plan Year. Because Run-Out claims may be submitted after Grace Period claims, claims may be reordered to maximize reimbursement; as a result, grace claims and/or payments may be reassigned to the current plan year.

  For example, assume the Plan Years are Calendar Years, then assume that $200 remains in your Health FSA account at the end of the Previous Plan Year, and further assume that you have elected to allocate $2400 to the Health FSA for the Current Plan Year. If you submit for reimbursement an Eligible Medical Expense of $500 that was incurred on January 15, of Current Year, $200 of your claim will be paid out of the unused amounts remaining in your Health FSA from the Previous Plan Year and the remaining $300 will be paid out of amounts allocated to your Health FSA for Current Year. Let us further assume that you then submit for reimbursement a Eligible Medical Expense of $200 that was incurred on November 10, Previous Plan Year. The amount that had been reimbursed using the $200 from the Previous Plan Year (grace money) would then be reordered to pay the November 10, Previous Plan Year claim, and the full $500 January 15, Current Plan Year claim would then be reordered to be reimbursed from Current Plan Year money.

- Expenses incurred during a grace period must be submitted before the end of the Run-out Period described in this SPD. The run-out period applies to claims, incurred both during the previous plan year and the grace period, that are reimbursable from the previous plan year. Any unused amounts from the end of a Plan Year to which the grace period relates that are not used to reimburse eligible expenses incurred either during the Plan Year to which the grace period relates or during the grace period will be forfeited if not submitted for reimbursement before the end of the Run-out Period. To see a list of benefits and associated Run-Out information, see Part 9, Sec. 9.

You may not use Health FSA amounts to reimburse Eligible Day Care Expenses (and if the grace period is offered under the Dependent Care FSA, Dependent Care FSA amounts may not be used to reimburse Eligible Medical Expenses).

9. Benefit Grace and Run-Out Information

Benefit	Grace Adopted	Grace End Date	Grace Cap	Active Employee Run-Out Date	Terminated Employee / Coverage Run-Out Date / Days
FSA Dependent Care	**No**			**90 days**	**90 days**
FSA Medical	**No**			**90 days**	**90 days**

10. Benefit Plan Option Documents

The actual terms and the conditions of the separate benefits offered under this Plan are contained in separate, written documents governing each respective benefit, and will govern in the event of a conflict between the individual plan document and the Employer's Cafeteria Plan adopted through this Agreement as to substantive content.

Signature: _____ Date: _____

Name:

Title:

Executed at: City of Elmhurst
209 N. York Road
Elmhurst, IL 60126

APPENDIX I

CLAIMS REVIEW PROCEDURE APPENDIX

The Plan has established the following claims review procedures in the event you are denied a benefit under this Plan. The procedure set forth below does not apply to benefit claims filed under the Benefit Options other than the Health FSA and Dependent Care FSA.

Step 1: *Notice is received from Plan Service Provider.* If your claim is denied, you will receive written notice from the Plan Service Provider that your claim is denied as soon as reasonably possible but no later than 30 days after receipt of the claim. For reasons beyond the control of the Plan Service Provider, the Plan Service Provider may take up to an additional 15 days to review your claim. You will be provided written notice of the need for additional time prior to the end of the 30-day period. If the reason for the additional time is that you need to provide additional information, you will have 45 days from the notice of the extension to obtain that information. The time period during which the Plan Service Provider must make a decision will be suspended until the earlier of the date that you provide the information or the end of the 45-day period.

Step 2: *Review your notice carefully*. Once you have received your notice from the Plan Service Provider, review it carefully. The notice will contain:

a. the reason(s) for the denial and the Plan provisions on which the denial is based;
b. a description of any additional information necessary for you to perfect your claim, why the information is necessary, and your time limit for submitting the information;
c. a description of the Plan's appeal procedures and the time limits applicable to such procedures; and
d. a right to request all documentation relevant to your claim.

Step 3: *If you disagree with the decision, file an Appeal.* If you do not agree with the decision of the Plan Service Provider and you wish to appeal, you must file your appeal no later than 180 days after receipt of the notice described in Step 1. You should submit all information identified in the notice of denial as necessary to perfect your claim and any additional information that you believe would support your claim.

Step 4: *Notice of Denial is received from Plan Service Provider.* If the claim is again denied, you will be notified in writing as soon as possible but no later than 30 days after receipt of the appeal by the Plan Service Provider.

Step 5: *Review your notice carefully.* You should take the same action that you took in Step 2 described above. The notice will contain the same type of information that is provided in the first notice of denial provided by the Plan Service Provider.

Step 6: *If you still disagree with the Plan Service Provider's decision, file a 2nd Level Appeal with the Plan Administrator.* If you still do not agree with the Plan Service Provider's decision and you wish to appeal, you must file a written appeal with the Plan Administrator within the

time period set forth in the first level appeal denial notice from the Plan Service Provider. You should gather any additional information that is identified in the notice as necessary to perfect your claim and any other information that you believe would support your claim.

If the Plan Administrator denies your 2nd Level Appeal, you will receive notice within 30 days after the Plan Administrator receives your claim. The notice will contain the same type of information that was referenced in Step 2 above.

Important Information

Other important information regarding your appeals:

- (Health FSA Only) Each level of appeal will be independent from the previous level (i.e., the same person(s) or subordinates of the same person(s) involved in a prior level of appeal will not be involved in the appeal);
- On each level of appeal, the claims reviewer will review relevant information that you submit even if it is new information; and
- You cannot file suit in federal court until you have exhausted these appeals procedures.

COUNCIL ACTION SUMMARY

SUBJECT: Resolution Approving and Authorizing the Execution of an Administrative Services Agreement by and between Flexible Benefit Service Corporation and the City of Elmhurst

ORIGINATOR: Finance, Council Affairs and Administrative Services Committee

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the Finance, Council Affairs and Administrative Services Committee, the City Attorney prepared a resolution approving and authorizing the execution of an administrative services agreement between Flexible Benefit Service Corporation and the City, which provides for outsourcing the administration of the City's FSA program.

R - 76 - 2012

A RESOLUTION APPROVING AND AUTHORIZING A LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION BY AND BETWEEN THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND THE CITY OF ELMHURST, ILLINOIS

WHEREAS, the City of Elmhurst (the "City") and the Illinois Department of Transportation ("IDOT") are units of local government within the meaning of the Illinois Intergovernmental Cooperation Act, as specified in 5 ILCS 220/1 *et seq.*, and both the City and IDOT are authorized, pursuant to Article VII, Section 10 of the 1970 Illinois Constitution, to enter into intergovernmental agreements; and

WHEREAS, the City and IDOT are desirous of entering into a Local Agency Agreement for Federal Participation regarding certain improvements at the intersection of Illinois Route 56 (Butterfield Road) and Commonwealth Lane , located within the City's corporate boundaries (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 preamble clauses to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the City enter into the Agreement with IDOT, which Agreement is attached hereto, marked as Exhibit "A" and made a part hereof.

Section 3: The Mayor is hereby authorized to execute and the City Clerk is hereby authorized to attest the Agreement with IDOT.

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

ADOPTED this _____ day of December, 2012, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of December, 2012.

_____
, Mayor of the City of Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,
this _____ day of December, 2012.

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

EXHIBIT "A"

Local Agency Agreement for Federal Participation

Illinois Department of Transportation	Local Agency	State Contract	Day Labor	Local Contract	RR Force Account
Local Agency Agreement for Federal Participation	Elmhurst	X			
	Section	Fund Type		ITEP Number	
	09-00170-00-CH				

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-020-12	CMM-9003(953)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "**LA**" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "**STATE**". The **STATE** and **LA** jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the **STATE** and the **STATE**'s policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "**FHWA**".

Location

Local Name IL Route 53 (Butterfield Road) Route FAU 3545 Length 0.141 miles

Termini at Commonwealth Lane

Current Jurisdiction Elmhurst Existing Structure No N/A

Project Description

Channelization, traffic signals, lighting and drainage improvements.

Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction	1,099,248	(*)		( )	645,507	(BAL)	1,744,755
Non-Participating Construction		( )		( )	29,647	(100)	29,647
Preliminary Engineering		( )		( )		( )	
Construction Engineering	160,372	(80)		( )	40,093	(20)	200,465
Right of Way		( )		( )		( )	
Railroads		( )		( )		( )	
Utilities		( )		( )		( )	
Materials							
TOTAL	$ 1,259,620		$		$ 715,247		$ 1,974,867

* Maximum FHWA (STP/STU) participation 70%; not to exceed $958,440

* Maximum FHWA (CMAQ/STA) participation 80%; not to exceed $301,180

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursment.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the **LA** is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the **LA**'s total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of **LA** Obligation) _____

METHOD B--- _____ Monthly Payments of _____

METHOD C---**LA**'s Share _____ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA AGREES:

(1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.

(2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.

(3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.

(4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.

(5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.

(6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.

(7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

(8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.

(9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.

(10) (State Contracts Only) That the method of payment designated on page one will be as follows:

Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

(11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.

(12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.

(13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

(14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval be the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates in accordance with the Division of Cost on page one.

(15) And certifies to the best of its knowledge and belief its officials:

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

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

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and

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

(16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.

(17) (State Contracts) That execution of this agreement constitutes the **LA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.

(18) That for agreements exceeding $100,000 in federal funds, execution of this Agreement constitutes the **LA**'s certification that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;

(c) The **LA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(19) To regulate parking and traffic in accordance with the approved project report.

(20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.

(21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.

(22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount,

(23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed $1,000,000 (five years if the project costs exceed $1,000,000).

(24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

(25) (Single Audit Requirements) That if the **LA** expends $500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA**'s that expend less than $500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA**'s fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

(26) That the **LA** is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at https://www.bpn.gov/ccr. If the **LA**, as a sub-recipient of a federal funding, receives an amount equal to or greater than $25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

THE STATE AGREES:

(1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LA**'s certification of compliance with Titles II and III requirements.

(2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.

(3) (Day Labor) To authorize the **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.

(4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:

(a) To reimburse the **LA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LA**;

(b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

(1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.

(2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.

(3) This Agreement shall be binding upon the parties, their successors and assigns.

(3) For contracts awarded by the **LA**, the **LA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in 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.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE**'s USDOT approved Disadvantaged Business Enterprise Program.

(4) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.

(5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

Name of Official (Print or Type Name)

Mayor

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature) Date

The above signature certifies the agency's TIN number is 36-6005866 conducting business as a Governmental Entity.

DUNS Number 070694682

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

APPROVED

State of Illinois
Department of Transportation

Ann L. Schneider, Secretary of Transportation Date

By:

(Delegate's Signature)

(Delegate's Name - Printed)

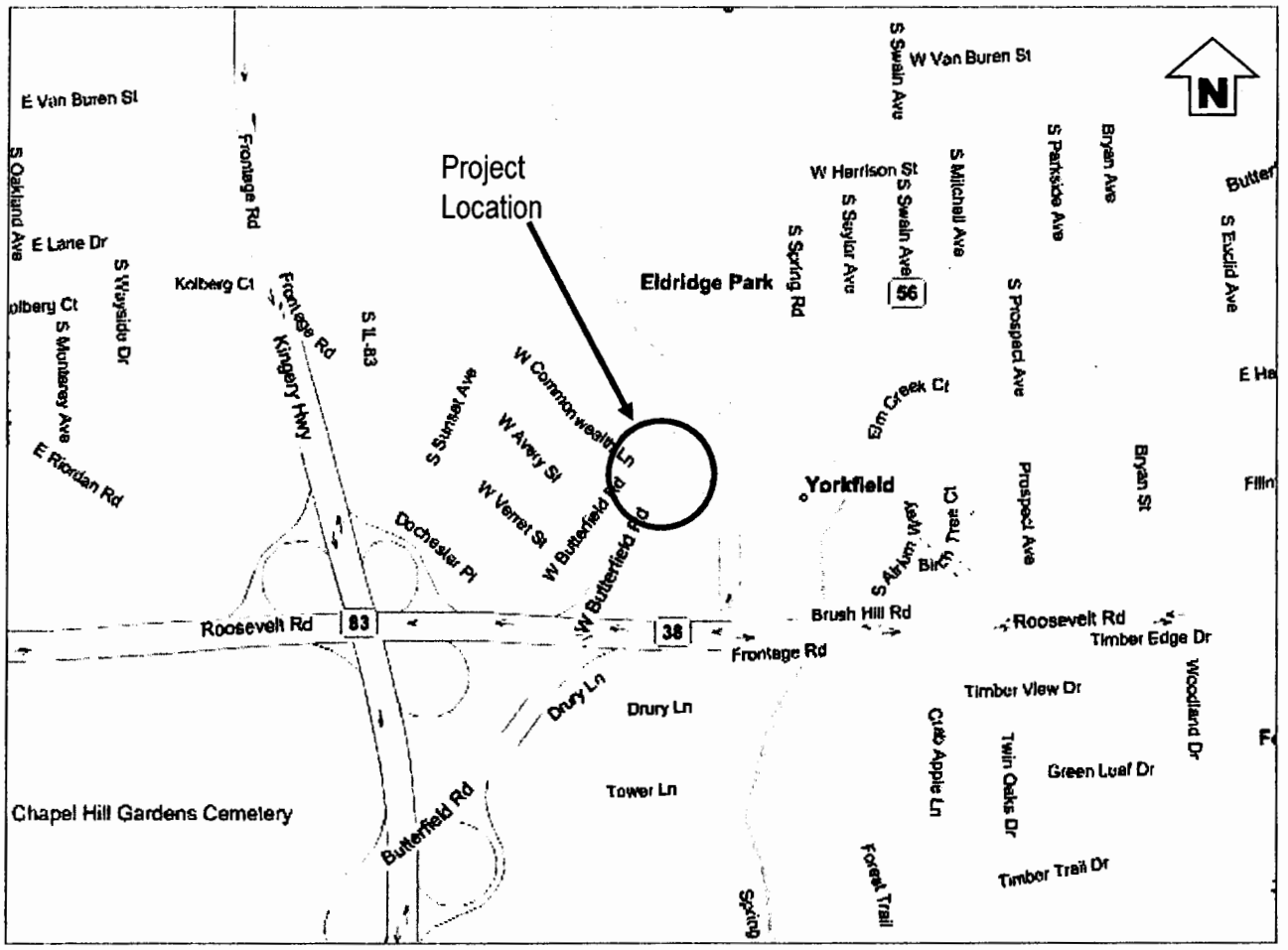
William R. Frey, Interim Director of Highways/Chief Engineer Date

Ellen J. Schanzle-Haskins, Chief Counsel Date

Matthew R. Hughes, Director of Finance and Administration Date

Addenda Number 1

Location Map



Project Map

Butterfield Road/Commonwealth Lane
Intersection Improvements
City of Elmhurst

COUNCIL ACTION SUMMARY

SUBJECT: Resolution Approving and Authorizing a Local Agency Agreement for Federal Participation by and between the Illinois Department of Transportation and the City of Elmhurst, Illinois

ORIGINATOR: Public Works and Buildings Committee and City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the Public Works and Buildings Committee, the City Attorney prepared a resolution approving and authorizing a local agency agreement for federal participation between the Illinois Department of Transportation and the City. Said agreement provides for federal funding to be used for the City's improvements at the intersection of Route 56 (Butterfield Road) and Commonwealth Lane.

O-64-2012

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2012 AND ENDING APRIL 30, 2013 OF THE CITY OF ELMHURST, DU PAGE AND COOK COUNTIES, ILLINOIS

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELMHURST, DU PAGE AND COOK COUNTIES, ILLINOIS:

Section 1. That the total amount of budgeted funds for all corporate purposes legally made to be collected from the tax levy of this current fiscal year is hereby ascertained to be the sum of Sixteen Million, Four Hundred Seventy Six Thousand, Ninety Seven Dollars ($16,476,097).

Section 2. That the total sum of Sixteen Million, Four Hundred Seventy Six Thousand, Ninety Seven Dollars ($16,476,097) being the total of the budgeted funds which are to be collected from the tax levy for the current fiscal year of the City of Elmhurst for all corporate purposes of the said City of Elmhurst, and also for the purpose of providing for a Firefighter's Pension Fund, Police Pension Fund, and Library Fund, as budgeted for the current fiscal year by the Annual Budget of the City of Elmhurst for the fiscal year ending April 30, 2013 approved by the City Council of said City of Elmhurst at the legally convened meeting of April 16, 2012, be, and the same is hereby levied on all of the property within the City of Elmhurst subject to taxation for the current year, the specific amount as levied for the various purposes heretofore named being included herein by being placed in a separate column under the heading "amount to be raised by tax levy" which appears over same, the tax so levied being for the current fiscal year of said City beginning May 1, 2012 and ending April 30, 2013 and for the said budget to be collected from said tax levy, the total of which has been ascertained as aforesaid, and being as follows, to wit:

Section 3. That the total current amount of Sixteen Million, Four Hundred Seventy Six Thousand, Ninety Seven Dollars ($16,476,097) as ascertained as aforesaid, be, and the same is hereby levied and assessed on all property subject to taxation within the City of Elmhurst according to the value of said property as the same is assessed and equalized for State and County purposes for the current year.

Section 4. That there is hereby certified to the County Clerks of Du Page and Cook Counties, Illinois, the several sums aforesaid, constituting said total amount Sixteen Million, Four Hundred Seventy Six Thousand, Ninety Seven Dollars ($16,476,097) which said total amount the City of Elmhurst requires to be raised by taxation for the current fiscal year, and the City Clerk is hereby ordered and directed to file with the County Clerks of DuPage and Cook Counties on or before the time required by law, a certified copy of this ordinance.

Section 5. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day

of _____ , 2012 _____

Ayes: _____ Nays: _____ , Mayor

_____

Patty Spencer, City Clerk

Ordinance: O-64-2012
pjo

Annual Budget For The Fiscal Year Beginning
May 1, 2012 And Ending April 30, 2013

General Fund	Amount Budgeted	Amount Payable From Other Sources	Amount To Be Raised By Tax Levy
Corporate Administration			
Personal services:			
Wages-Full Time	364,300		
Wages-Part Time	38,200		
Overtime Full Time	1,000		
Sick Payout	1,800		
Employee Benefits			
City IMRF	49,700		
City FICA-Social Security	25,200		
City FICA-Medicare	5,900		
Health Insurance	94,700		
Dental Insurance	6,300		
Group Term Life Insurance	740		
Unemployment Compensation	8,000		
Contractual Services:			
Consultant Fees	6,800		
Duplicating	1,330		
Postage	14,460		
Professional Services	17,500		
Public Notice	8,000		
Telephone	13,520		
Commodities:			
Office Supplies	1,000		
Other Supplies	3,800		
Other Expenses:			
Bad Debts	5,000		
Travel & Conference Expense	7,200		
Liquor Control Enforcement	500		
Memberships	56,000		
Newsletter	30,400		
Subscriptions	160		
Veteran's Memorial	500		
Other Expenses	2,500		
Insurance:			
Bond Premium	6,035		
General Liability Insurance	155,000		
Interdepartmental Charges:			
Data Processing	58,880		
Central Garage Services			
Total Administration	984,425	903,625	80,800
Elected Officials			
Personal Services:			
Part Time Wages	53,100		
Employee Benefits			
IMRF Contribution	2,200		
City FICA-Social Security	3,300		
City FICA-Medicare	800		
Total Elected Officials	59,400	55,300	4,100
Board of Fire & Police Comm.			
Personal Services:			
Full Time Wages	17,300		
Part Time Wages	1,500		
Overtime Full Time	100		

Annual Budget For The Fiscal Year Beginning
May 1, 2012 And Ending April 30, 2013

	Amount Budgeted	Amount Payable From Other Sources	Amount To Be Raised By Tax Levy
Employee Benefits			
City IMRF	2,300		
City FICA-Social Security	1,200		
City FICA-Medicare	300		
Group Term Life Insurance	50		
Contractual Services:			
Legal Fees & Additional Counsel	5,000		
Physical Examinations	3,000		
Professional Services	31,000		
Commodities:			
Office Supplies	150		
Other Expenses:			
Memberships	375		
Personnel Recruitment and Trng.	2,500		
Total Board of Fire & Police Comm.	64,775	60,975	3,800
Finance Department			
Personal Services:			
Wages-Full Time	364,300		
Wages-Part Time	18,900		
Overtime - Full Time	4,500		
Sick Payout	4,100		
Employee Benefits			
City IMRF	50,500		
City FICA-Social Security	24,300		
City FICA-Medicare	5,700		
Health Insurance	188,150		
Dental Insurance	10,470		
Group Term Life Insurance	1,410		
Contractual Services:			
Audit	16,060		
Banking Expenses	65,000		
Consultant Fees	8,500		
Duplicating	1,850		
Postage	4,380		
Public Notices	1,000		
Telephone	4,570		
Commodities			
Minor Equipment	2,500		
Office Supplies	24,000		
Other Supplies	1,000		
Repairs & Maintenance			
Office Equipment	500		
Other Expenses:			
Travel & Conference Expense	4,300		
Memberships	1,625		
Subscriptions	1,510		
Other Expenses	2,795		
Interdepartmental Charges:			
Data Processing	103,030		
Total Finance Department	914,950	834,450	80,500
Human Resources			
Personal Services:			
Wages-Full Time	140,300		
Wages-Part Time	54,200		

Annual Budget For The Fiscal Year Beginning
May 1, 2012 And Ending April 30, 2013

	Amount Budgeted	Amount Payable From Other Sources	Amount To Be Raised By Tax Levy
Overtime - Full Time	400		
Sick Payout	1,800		

Annual Budget For The Fiscal Year Beginning
May 1, 2012 And Ending April 30, 2013

	Amount Budgeted	Amount Payable From Other Sources	Amount To Be Raised By Tax Levy
Employee Benefits			
City IMRF	25,400		
City FICA-Social Security	12,200		
City FICA-Medicare	2,900		
Health Insurance	58,620		
Dental Insurance	3,670		
Group Term Life Insurance	530		
Tuition Reimbursement	30,000		
Contractual Services:			
Duplicating	4,500		
Physical Examinations	15,000		
Postage	2,370		
Professional Services	142,700		
Telephone	2,870		
Commodities			
Other Supplies	1,000		
Other Expenses:			
Travel & Conference Expense	7,500		
Employee Relations	25,000		
Memberships	3,900		
Personnel Recruitment	20,000		
Other Expenses	250		
Interdepartmental Charges:			
Data Processing	44,160		
Total Human Resources	599,270	558,770	40,500
Finance Department - Information Systems			
Personal Services:			
Wages-Full Time	474,900		
Wages-Part Time	50,000		
Overtime - Full Time	100		
Sick Payout	4,800		
Employee Benefits			
City IMRF	65,100		
City FICA-Social Security	32,800		
City FICA-Medicare	7,700		
Health Insurance	66,460		
Dental Insurance	4,200		
Group Term Life Insurance	1,640		
Contractual Services:			
Postage	80		
Professional Services	20,000		
Telephone	14,820		
Other Services	42,000		
Commodities			
Computer Software	5,000		
Minor Equipment	10,000		
Office Supplies	1,500		
Computer Hardware	35,000		
Computer Supplies	30,000		
Other Supplies	1,500		
Repair & Maintenance			
Hardware Maintenance	22,000		
Software Maintenance	135,000		
Network Maintenance	1,500		
Telephone Maintenance	10,000		

Annual Budget For The Fiscal Year Beginning
May 1, 2012 And Ending April 30, 2013

	Amount Budgeted	Amount Payable From Other Sources	Amount To Be Raised By Tax Levy
Other Expenses:			
Travel & Conference Expense	5,000		
Memberships	500		
Subscriptions	300		
Capital Outlay:			
Computer Equipment	209,000		
Vehicles	31,000		
Computer Software	130,000		
Miscellaneous Equipment	130,000		
Total Finance Department - Information Systen	1,541,900	1,436,300	105,600
Legal department			
Contractual Services:			
Defense - claims against the city	10,000		
DUI Prosecutions	60,000		
Labor counsel	30,000		
Legal fees and additional counsel	390,000		
Retainer - prosecuting attorney	58,000		
Total Legal Department	548,000	548,000	
Claims Against the City			
Other Expenses: (Claims)			
Claims - Auto Liability	127,090		
Claims - General Liability	159,770		
Total Claims Against the City	286,860	286,860	
Planning, Zoning and Economic Development			
Personal Services:			
Wages-Full Time	114,400		
Employee Benefits			
City IMRF	14,800		
City FICA-Social Security	7,100		
City FICA-Medicare	1,700		
Health Insurance	22,000		
Dental Insurance	1,620		
Group Term Life Insurance	550		
Contractual Services:			
Consultant Fees	109,670		
Court Reporting	15,000		
Duplicating	2,500		
Postage	3,830		
Professional Services	88,000		
Public Notices	3,000		
Telephone	4,350		
Commodities:			
Code Books-Zoning			
Office Supplies	500		
Other Supplies	300		
Other Expenses:			
Travel & Conference Expense	2,000		
Memberships	2,000		
Public Information Program	2,000		
Subscriptions	300		

Annual Budget For The Fiscal Year Beginning
May 1, 2012 And Ending April 30, 2013

	Amount Budgeted	Amount Payable From Other Sources	Amount To Be Raised By Tax Levy
Interdepartmental Charges:			
Data Processing	29,440		
Central Garage Services			
Total Planning, Zoning and Econ. Dev.	425,060	401,460	23,600
Contingent			
Other Expenses:			
Contingent	50,000		
Total Contingent	50,000	50,000	
Police Department			
Personal Services:			
Wages-Full Time	6,991,605		
Wages-Part Time	342,000		
Overtime - Full Time	916,000		
Sick Payout	185,000		
Employee Benefits			
City IMRF	146,200		
City FICA-Social Security	83,000		
City FICA-Medicare	102,000		
Health Insurance	1,503,250		
Dental Insurance	86,820		
Group Term Life Insurance	19,190		
Worker's Compensation	186,400		
Unemployment Compensation	5,000		
Employer Contr. Property Tax	1,814,654		
Employer Contr. Replacement Tax	55,500		
Contractual Services:			
Consultant Fees	3,500		
Du-Comm	642,805		
Duplicating	8,010		
Elevator Maintenance	1,600		
Equipment Rental	18,000		
Film Processing	1,000		
Fuel	4,340		
Microfilming	12,600		
Police Social Service	58,000		
Postage	9,610		
Printing Services	7,500		
Public Notices	400		
Telephone	43,540		
Towing	700		
Other Services	49,310		
Commodities:			
Ammunition	25,000		
Clothing	45,000		
Minor Equipment	37,000		
Office Supplies	18,000		
Radio Parts	7,000		
Other Supplies	25,000		
Repairs & Maintenance:			
Buildings	35,800		
Equipment	5,000		
Radio	5,000		
Other Expenses:			
Animal Control	6,000		

Annual Budget For The Fiscal Year Beginning
May 1, 2012 And Ending April 30, 2013

	Amount Budgeted	Amount Payable From Other Sources	Amount To Be Raised By Tax Levy
Car Allowance	5,000		
Community Workshops	5,000		
Travel & Conference Expense	48,000		
Court Appearance	2,000		
DARE Expenditures	10,000		
Feeding Prisoners	300		
Forfeiture Expenses	75,000		
Grants	58,000		
Memberships	5,000		
Public Information Program	7,000		
Special Investigations	10,000		
Subscriptions	1,500		
K-9 Program	4,500		
DUI Tech Fund Expenditures	26,000		
Other Expenses	4,000		
Insurance:			
Fire Insurance	6,910		
Capital Outlay:			
Communications Equipment	544,800		
Vehicles	255,000		
Building Improvements	230,400		
Interdepartmental Charges:			
Data Processing	382,690		
Central Garage Services	459,510		
Total Police Department	15,646,944	15,315,744	331,200
Fire Protection			
Personal Services:			
Wages-Full Time	4,055,500		
Wages-Part Time	137,800		
Overtime - Fire	272,700		
Sick Payout	120,625		
Employee Benefits			
City IMRF	9,500		
City FICA-Social Security	7,400		
City FICA-Medicare	50,000		
Health Insurance	922,180		
Dental Insurance	52,670		
Group Term Life Insurance	10,660		
Worker's Compensation	105,550		
Employer Contr. Property Tax	1,279,667		
Employer Contr. Replacement Tax	39,200		
Contractual Services:			
Du-Comm	227,865		
Duplicating	760		
Film Processing	100		
Fuel	12,380		
Postage	3,210		
Telephone	15,810		
Other Services	7,200		
Commodities:			
Haz-Mat Restock	2,500		
Hose	3,000		
Janitorial Supplies	2,500		
Minor Equipment	5,550		
Office Supplies	500		

Annual Budget For The Fiscal Year Beginning
May 1, 2012 And Ending April 30, 2013

	Amount Budgeted	Amount Payable From Other Sources	Amount To Be Raised By Tax Levy
Radio Supplies	2,500		
Safety Equipment	4,000		
Uniforms	25,000		
Rescue Equipment	11,200		
Other Supplies	5,000		
Repair & Maintenance:			
Building	25,000		
Equipment	12,000		
Other Expenses:			
Travel & Conference Expense	26,000		
Fire Prevention	10,000		
Foreign Fire Ins. Adm. Fee	3,500		
Memberships	3,800		
Subscriptions	1,365		
Other Expenses	80,000		
Insurance:			
Fire Insurance	6,240		
Capital Outlay:			
Communications Equipment	329,400		
Vehicles	85,000		
Interdepartmental Charges:			
Data Processing	176,630		
Central Garage Services	255,060		
Total Fire Protection	8,406,522	4,129,688	4,276,834
Fire - Wireless Radio Alarm Svcs			
Contractual Services:			
Telephone	4,230		
Other Services	115,640		
Commodities:			
Minor Equipment	2,000		
Radios/Radio Parts	10,000		
Repairs & Maintenance:			
Other Repairs	5,000		
Total Fire - Wireless Radio Alarm Svcs	136,870	136,870	
ESDA - Civil Defense			
Personal Services:			
Wages-Part Time	26,000		
Employee Benefits			
City IMRF	3,300		
City FICA-Social Security	1,600		
City FICA-Medicare	400		
Contractual Services:			
Consultant Fees	4,627		
Electricity	1,700		
Telephone	2,700		
Commodities:			
Office Supplies	200		
Radio Parts	500		
Uniforms	500		
Rescue Equipment	500		
Other Supplies	500		
Repairs & Maintenance:			
Communication Equipment	500		
Equipment	1,000		

Annual Budget For The Fiscal Year Beginning
May 1, 2012 And Ending April 30, 2013

	Amount Budgeted	Amount Payable From Other Sources	Amount To Be Raised By Tax Levy
Office Equipment	500		
Radio Equipment	500		
Other Expenses:			
Travel and Conference Expense	500		
Memberships	250		
Capital Outlay:			
Building Improvements	20,000		
Interdepartmental Charges:			
Central Garage Services	10,120		
Total ESDA - Civil Defense	75,897	70,597	5,300

Annual Budget For The Fiscal Year Beginning
May 1, 2012 And Ending April 30, 2013

	Amount Budgeted	Amount Payable From Other Sources	Amount To Be Raised By Tax Levy
Building			
Personal Services:			
Wages-Full Time	367,100		
Wages-Part Time	72,300		
Overtime-Full Time	1,700		
Sick Payout	1,300		
Employee Benefits			
City IMRF	51,900		
City FICA-Social Security	27,500		
City FICA-Medicare	6,400		
Health Insurance	173,700		
Dental Insurance	8,970		
Group Term Life Insurance	1,140		
Contractual Services:			
Consultant Fees	41,200		
Duplicating	240		
Microfilming	9,000		
Postage	3,060		
Telephone	1,820		
Commodities:			
Code Books-Building	11,060		
Office Supplies	1,000		
Uniforms	1,400		
Other Supplies	1,000		
Other Expenses:			
Travel & Conference Expense	2,700		
Memberships	750		
Interdepartmental Charges:			
Central Garage Service	44,160		
Total Building	829,400	743,600	85,800
Street & Bridge - Admin.			
Personal Services:			
Wages-Full Time	625,000		
Wages-Part Time	25,000		
Overtime - Full Time	10,000		
Sick Payout	4,200		
Employee Benefits			
City IMRF	82,500		
City FICA-Social Security	41,200		
City FICA-Medicare	9,700		
Health Insurance	964,858		
Dental Insurance	21,930		
Group Term Life Insurance	2,400		
Worker's Compensation	410,230		
Unemployment Compensation	10,000		
Contractual Services:			
Duplicating	1,700		
Engineering	80,000		
Postage	20,810		
Public Notices	2,000		
Telephone	39,540		
Utility Location Service - JULIE	5,000		

Annual Budget For The Fiscal Year Beginning
May 1, 2012 And Ending April 30, 2013

	Amount Budgeted	Amount Payable From Other Sources	Amount To Be Raised By Tax Levy
Commodities:			
Office Supplies	2,000		
Vehicle Licenses	40,860		
Other Supplies	1,500		
Other Expenses:			
Travel & Conference Expense	7,000		
Memberships	11,400		
Insurance:			
Fire Insurance	10,530		
Capital Outlay:			
Vehicles	54,000		
Building Improvements	224,000		
Interdepartmental Charges:			
Data Processing	73,600		
Central Garage Service	101,210		
Total Street & Bridge - Admin.	2,882,168	2,748,768	133,400
Street & Alley Maintenance			
Personal Services:			
Wages-Full Time	298,100		
Wages-Part Time	16,000		
Overtime - Full Time	4,100		
Sick Payout	1,700		
Employee Benefits			
City IMRF	39,200		
City FICA-Social Security	19,900		
City FICA-Medicare	4,700		
Group Term Life Insurance	780		
Contractual Services:			
Asphalt patching	70,000		
Barricade rental	8,000		
Chip & Seal Maintenance	60,000		
Concrete street rehab	100,000		
Electricity	46,180		
Equipment rental	3,000		
Pavement striping	70,000		
Rear Yard Drain Program	150,000		
Sidewalk slabjacking	40,000		
Sidewalk, curb & gutter repair	150,000		
Street sealing	75,000		
Waste disposal fee	15,000		
Storm Sewer Cleaning	50,000		
Other Services	170,000		
Commodities:			
Asphalt	60,000		
Catch basin & pipe	10,000		
Chemicals	1,500		
Concrete	10,000		
Crackfilling material	3,000		
Guard rails & fence materials	5,000		
Pavement Blades	2,000		
Sand, stone, brick & cement	3,000		
Signs, posts & paint	45,000		
Small tools	3,500		
Sweeper parts & brooms	2,000		
Uniforms	15,000		

Annual Budget For The Fiscal Year Beginning
May 1, 2012 And Ending April 30, 2013

	Amount Budgeted	Amount Payable From Other Sources	Amount To Be Raised By Tax Levy
Other Supplies	13,000		
Repair and Maintenance:			
Buildings	34,700		
Lift Stations, Pumps & Motors	12,000		

Annual Budget For The Fiscal Year Beginning
May 1, 2012 And Ending April 30, 2013

	Amount Budgeted	Amount Payable From Other Sources	Amount To Be Raised By Tax Levy
Capital Outlay:			
Vehicles	73,000		
Mobile Equipment	20,100		
Storm Sewers	25,000		
Roadway Improvements	3,015,700		
Storm Station Improvement	287,500		
Interdepartmental Charges:			
Central Garage Services	532,390		
Total Street & Alley Maintenance	5,565,050	5,501,250	63,800
Snow Removal & Ice Control			
Personal Services:			
Overtime - Full Time	194,700		
Employee Benefits			
City IMRF	25,200		
City FICA-Social Security	12,100		
City FICA-Medicare	2,900		
Group Term Life Insurance	400		
Contractual Services:			
Snow Removal	74,000		
Other Services	3,800		
Commodities:			
Minor Equipment	3,500		
Salt	32,000		
Sand, Chloride & Abrasives	13,500		
Other Supplies	2,500		
Repair & Maintenance:			
Parts & Materials	78,000		
Interdepartmental Charges:			
Central Garage Services	10,000		
Total Snow Removal & Ice Control	452,600	412,400	40,200
Forestry			
Personal Services:			
Wages-Full Time	689,900		
Wages-Part Time	21,600		
Overtime - Full Time	13,500		
Sick Payout	7,700		
Employee Benefits			
City IMRF	91,700		
City FICA-Social Security	45,500		
City FICA-Medicare	10,700		
Group Term Life Insurance	1,450		
Contractual Services:			
Private DED Removals	50,000		
Equipment Rental	4,000		
Landscaping Maintenance	72,000		
Tree Planting	100,000		
Tree Waste Disposal	45,000		
Trucking Services	4,000		
Public DED Removals	230,000		
Other Services			
Commodities:			
Chemicals	4,000		
Landscaping Materials	11,000		
Plant Materials	8,000		

Annual Budget For The Fiscal Year Beginning
May 1, 2012 And Ending April 30, 2013

	Amount Budgeted	Amount Payable From Other Sources	Amount To Be Raised By Tax Levy
Seed	10,000		
Small Tools	7,000		
Sod	2,000		
Topsoil	10,000		
Trees	100,000		
Other Supplies	12,500		
Repairs and Maintenance:			
Equipment	3,000		
Capital Outlay:			
Vehicles	56,000		
Mobile Equipment	10,000		
Interdepartmental Charges:			
Central Garage Services	238,870		
Total Forestry	1,859,420	1,711,520	147,900
Electrical			
Personal Services:			
Wages-Full Time	220,500		
Wages-Part Time	3,700		
Overtime - Full Time	5,000		
Sick Payout	4,400		
Employee Benefits			
City IMRF	29,700		
City FICA-Social Security	14,500		
City FICA-Medicare	3,400		
Group Term Life Insurance	770		
Contractual Services:			
Electricity	184,590		
Equipment Rental	1,000		
Painting	50,000		
Signal Maintenance	6,000		
Commodities:			
Cable	5,000		
Lamps	20,000		
Luminaries	25,000		
Panels	3,000		
Small Tools	500		
Standards	25,000		
Traffic Signals Parts	15,000		
Conduit	2,000		
Handholes	2,000		
Other Supplies	35,000		
Repair and Maintenance:			
Equipment	4,000		
Traffic Signals	5,000		
Capital Outlay:			
Traffic Signals			
Interdepartmental Charges:			
Central Garage Services	101,210		
Total Electrical	766,270	758,230	8,040
Rubbish Disposal			
Contractual Services:			
Leaf Pickup	110,800		
Rubbish Collection	2,664,000		
Yard Waste Program	263,100		

Annual Budget For The Fiscal Year Beginning
May 1, 2012 And Ending April 30, 2013

	Amount Budgeted	Amount Payable From Other Sources	Amount To Be Raised By Tax Levy
Commodities:			
Minor Equipment	2,500		
Other Supplies	15,000		

Annual Budget For The Fiscal Year Beginning
May 1, 2012 And Ending April 30, 2013

	Amount Budgeted	Amount Payable From Other Sources	Amount To Be Raised By Tax Levy
Interdepartmental Charges:			
Data Processing	73,600		
Total Rubbish Disposal	3,129,000	3,129,000	
Muni. Bldgs. - Repair and Mnt.			
Personal Services:			
Wages-Full Time	215,800		
Wages-Part Time	15,000		
Overtime - Full Time	7,200		
Sick Payout	1,400		
Employee Benefits			
City IMRF	30,900		
City FICA-Social Security	14,900		
City FICA-Medicare	3,500		
Group Term Life Insurance	230		
Contractual Services:			
Custodial Service	75,000		
Electricity	3,580		
Elevator Maintenance	2,000		
Fuel	33,570		
Commodities:			
Janitorial Supplies	26,000		
Small Tools	4,000		
Other Supplies	10,000		
Repair & Maintenance:			
Building	98,000		
Other Expenses:			
110 Cottage Hill	30,000		
Insurance:			
Fire Insurance	3,960		
Capital Outlay:			
Building Improvements	175,000		
Miscellaneous Equipment			
Total Municipal Buildings	750,040	750,040	
Central Equip. Maint.			
Personal Services:			
Wages-Full Time	670,200		
Wages-Part Time	14,600		
Overtime - Full Time	10,000		
Sick Payout	3,500		
Employee Benefits			
City IMRF	90,000		
City FICA-Social Security	43,300		
City FICA-Medicare	10,200		
Group Term Life Insurance	1,370		
Commodities:			
Diesel Fuel	265,000		
Gasoline	370,000		
Janitorial Supplies	4,500		
Oil and Grease	38,000		
Small Tools	6,500		
Other Supplies	25,000		
Repairs and Maintenance:			
Building	3,000		
Commercial Repairs	120,000		

Annual Budget For The Fiscal Year Beginning
May 1, 2012 And Ending April 30, 2013

	Amount Budgeted	Amount Payable From Other Sources	Amount To Be Raised By Tax Levy
Equipment	6,500		
Parts and Materials	240,000		
Tires and Tubes	45,000		

Annual Budget For The Fiscal Year Beginning
May 1, 2012 And Ending April 30, 2013

	Amount Budgeted	Amount Payable From Other Sources	Amount To Be Raised By Tax Levy
Other Expenses:			
Vehicle Licenses	4,000		
Insurance:			
Fleet Insurance	13,610		
Capital Outlay:			
Mobile Equipment	40,000		
Software	165,000		
Total Central Equipment Maintenance	2,189,280	2,189,280	
Public Benefits			
Capital Outlay			
Land Improvements	200,000		
Street Improvements	2,397,000		
Total Public Benefits	2,597,000	2,173,995	423,005
Human Services			
Other Expenses			
Senior Citizens Council	32,000		
Disabled Taxi Subsidy	2,000		
Senior' Assistance Program	66,800		
Seniors' Taxi Subsidy	67,000		
Youth Commission	2,500		
Senior Citizens Commission	1,000		
Total Human Services	171,300	171,300	
Public Health			
Contractual Services:			
Ambulance Service	129,100		
Mosquito Abatement	180,732		
Total Public Health	309,832	180,732	129,100
Historical Museum			
Personal Services:			
Wages-Full Time	257,000		
Wages-Part Time	132,000		
Sick Payout	2,800		
Employee Benefits			
City IMRF	36,700		
City FICA-Social Security	24,300		
City FICA-Medicare	5,700		
Health Insurance	29,220		
Dental Insurance	2,860		
Group Term Life Insurance	1,250		
Unemployment Compensation	12,000		
Contractual Services:			
Consultant Fees	15,000		
Duplicating	240		
Fuel	600		
Postage	14,910		
Professional Services	20,000		
Telephone	4,830		
Other Services	5,500		
Commodities:			
Data Processing Software	1,300		
Minor Equipment	500		
Office Supplies	1,500		

Annual Budget For The Fiscal Year Beginning
May 1, 2012 And Ending April 30, 2013

	Amount Budgeted	Amount Payable From Other Sources	Amount To Be Raised By Tax Levy
Resale Merchandise	3,000		
Other Supplies	1,000		

Annual Budget For The Fiscal Year Beginning
May 1, 2012 And Ending April 30, 2013

	Amount Budgeted	Amount Payable From Other Sources	Amount To Be Raised By Tax Levy
Repairs and Maintenance:			
Building	10,000		
Equipment	1,000		
Other Expenses:			
Travel and Conference Expense	500		
Memberships	3,000		
EHMF Endowment	28,300		
Personnel Recruitment	500		
Exhibitions	15,000		
Rentals	41,500		
Subscriptions	1,000		
Travel	1,500		
Archives/Manuscripts	1,000		
Educational Programs	13,100		
Other Expenses	5,000		
Insurance:			
Fine Arts Insurance	1,500		
Fire and Contents Insurance	3,290		
Capital Outlay:			
Building Improvements	23,639		
Interdepartmental Charges:			
Data Processing	88,310		
Total Museums	810,349	810,349	
Visitor & Tourism			
Personal Services:			
Wages-Part Time	27,100		
Employee Benefits			
City IMRF	3,500		
City FICA-Social Security	1,700		
City FICA-Medicare	400		
Contractual Services:			
Telephone	310		
Commodities			
Office Supplies	500		
Other Expenses:			
Holiday Decorations	24,000		
Travel and Conference Expense	500		
Community Grant Program	94,000		
Memberships	10,000		
Public Information Program	25,000		
Total Visitor & Tourism	187,010	187,010	
Cable Television			
Contractual Services:			
Professional Services	92,000		
Telephone	730		
Commodities:			
Minor Equipment	550		
Video Cassettes	2,550		
Other Supplies	300		
Repairs and Maintenance:			
Equipment	500		

Annual Budget For The Fiscal Year Beginning
May 1, 2012 And Ending April 30, 2013

	Amount Budgeted	Amount Payable From Other Sources	Amount To Be Raised By Tax Levy
Capital Outlay:			
Miscellaneous Equipment	2,000		
Total Cable Television	98,630	98,630	
Transfers (Other Financing Uses)			
Interfund Transfers:			
Transfer To Working Cash	190,500		
Transfer To Debt Svc G O Bonds	377,895		
Total Transfers (Other Financing Uses)	568,395	568,395	
Total General Fund	52,906,617	46,786,268	5,983,479

Library Fund	
Personal Services	
Wages-Full Time - Library	1,600,000
Wages-Part Time - Library	1,417,800
Overtime-Full Time - Library	123,000
Employee Benefits	
City IMRF	231,000
City FICA-Social Security	187,000
City FICA-Medicare	44,900
Health Insurance	286,000
Dental Insurance	19,200
Group Term Life Insurance	6,900
Worker's Compensation	15,000
Unemployment Compensation	1,000
Contractual Services	
Audit	2,500
Automated Circ. System	69,900
Banking Expense	500
Custodial Services	75,000
Fuel	40,000
Programs	95,000
Postage	24,000
Professional Services	140,000
Public Information	63,000
Telephone	21,000
Water	24,000
Other Services	2,000
Commodities	
Audio Cassettes	68,000
Books	498,000
Janitorial Supplies	24,000
Minor Equipment	6,000
Office & Catalog Supplies	60,000
Other Non-Print Material	3,100
Other Printed Materials	215,000
Periodicals	43,000
Compact Discs	22,000
Stationery & Printing	4,000
Video Cassettes/DVDs	78,000
CD ROM	13,000
Other Supplies	45,000
Repairs and Maintenance	

Annual Budget For The Fiscal Year Beginning
May 1, 2012 And Ending April 30, 2013

	Amount Budgeted	Amount Payable From Other Sources	Amount To Be Raised By Tax Levy
Building	62,000		
Equipment	105,000		
Grounds	16,000		
Parking Lots	6,000		
Other Expenses			
Bindings	500		
Training/Conference Expense	15,000		
Contingent	2,000		
Memberships	14,000		
Rentals	24,000		
Sundry	12,000		
Insurance			
Fire and Contents Insurance	33,000		
Capital Outlay			
Furniture and Fixtures	15,000		
Miscellaneous Equipment	318,300		
Interfund Transfers			
Transfer to B&I Lib G O Bonds	1,576,000		
Total Library Fund	7,766,600	461,100	7,305,500
Firefighter's Pension			
Contractual Services			
Banking Expenses	40,425		
Retirement Expense			
Pensioners' Payments	2,070,500		
Administration	10,000		
Total Firefighter's Pension Fund	2,120,925	859,889	1,261,036
Police Pension			
Contractual Services			
Banking Expenses	50,400		
Retirement Expense			
Pensioners' Payments	3,725,000		
Administration	30,000		
Total Police Pension Fund	3,805,400	1,879,318	1,926,082
Summary:			
General Fund			
Corporate	423,005	-	423,005
Fire Protection	8,406,522	4,196,588	4,209,934
Ambulance	129,100	-	129,100
IMRF	850,300	170,060	680,240
Social Security	678,000	136,800	541,200
Other	42,419,690	42,419,690	-
Total General Fund	52,906,617	46,923,138	5,983,479
Library Fund	7,766,600	461,100	7,305,500
Firefighter's Pension Fund	2,120,925	859,889	1,261,036
Police Pension Fund	3,805,400	1,879,318	1,926,082

Annual Budget For The Fiscal Year Beginning
May 1, 2012 And Ending April 30, 2013

	Amount Budgeted	Amount Payable From Other Sources	Amount To Be Raised By Tax Levy
Total All Funds	66,599,542	50,123,445	16,476,097

O-66-2012

AN ORDINANCE VACATING A PORTION OF THE WALNUT STREET RIGHT-OF-WAY

WHEREAS, the City of Elmhurst ("City") owns or is otherwise in control of a certain right-of-way known as Walnut Street, located wholly within the corporate boundaries of the City; and

WHEREAS, the City has received a request from the Superior Ambulance Company and the John Sakash Company that the City vacate that portion of the Walnut Street right-of-way located north of the northerly right-of-way line of Fullerton Avenue ("Walnut Street ROW"); and

WHEREAS, the City Council has determined that the Walnut Street ROW, encompassing approximately 14,889 square feet, as more particularly legally described and depicted on Exhibits "A" and "B", attached hereto and made a part hereof, is no longer useful to the City, nor in the best interests of the City to retain ownership or control thereof; and

WHEREAS, the City Council has determined (1) that the fair market value of the Walnut Street ROW is $5,129.39 plus all costs related to the vacation, and (2) that public utility easements located within the Walnut Street ROW should be reserved; and

WHEREAS, it appears that the Walnut Street ROW is a right-of-way situated within the territorial limits of the City and, as such, pursuant to Illinois statute, is subject to the determination by the corporate authorities that the public interest will be subserved by the vacation thereof, subject to certain conditions as herein after set forth.

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:

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. The Walnut Street ROW, encompassing approximately 14,889 square feet, as more particularly depicted on Exhibit "A", is hereby vacated, and that the Plat of Vacation, substantially in the form attached hereto as Exhibit B, is hereby approved, subject to payment to the City of the sum of $5,129.39 plus all related costs incurred or to be incurred by the City, including, but not limited to, attorney's fees, surveyor's fees and recording fees.

SECTION 3. The City hereby reserves any and all interest in easements for watermain and sanitary sewers as described on Exhibits "A" and "B", and easements of any licensee or franchisee pursuant to a franchise agreement with the City, in and to any public utilities on, under, within or above the Walnut Street ROW hereby vacated, provided however, that the easement reserved for sanitary sewer purposes, as depicted on Exhibit "A" shall terminate upon (1) City Council approval of a plat of consolidation consolidating the Walnut Street ROW and those parcels abutting same on the east and west sides thereof (said parcels having Permanent Index Numbers of 03-26-305-006, 03-26-305-007, 03-26-306-001, and 03-35-102-019), all as shown and more particularly described on Exhibit "A"; and (2) completion of installation by, and at the expense of, Superior Ambulance Company of one additional sanitary sewer manhole at a location to be specified by the Director of Public Works within that portion of the Walnut Street right-of-way lying south of the north right-of-way line of Fullerton Avenue.

SECTION 4. Once executed, the City Clerk is hereby authorized and directed to file with the DuPage County Recorder a true and accurate copy of this Ordinance and any plats and documents relating thereto upon this Ordinance becoming effective.

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

ADOPTED this ____ day of _____, 2012, pursuant to a roll call vote as follows:

AYES: _____
NAYS:_____
ABSENT:_____
ABSTENTION:_____

APPROVED by me this _____ day of _____, 2012.

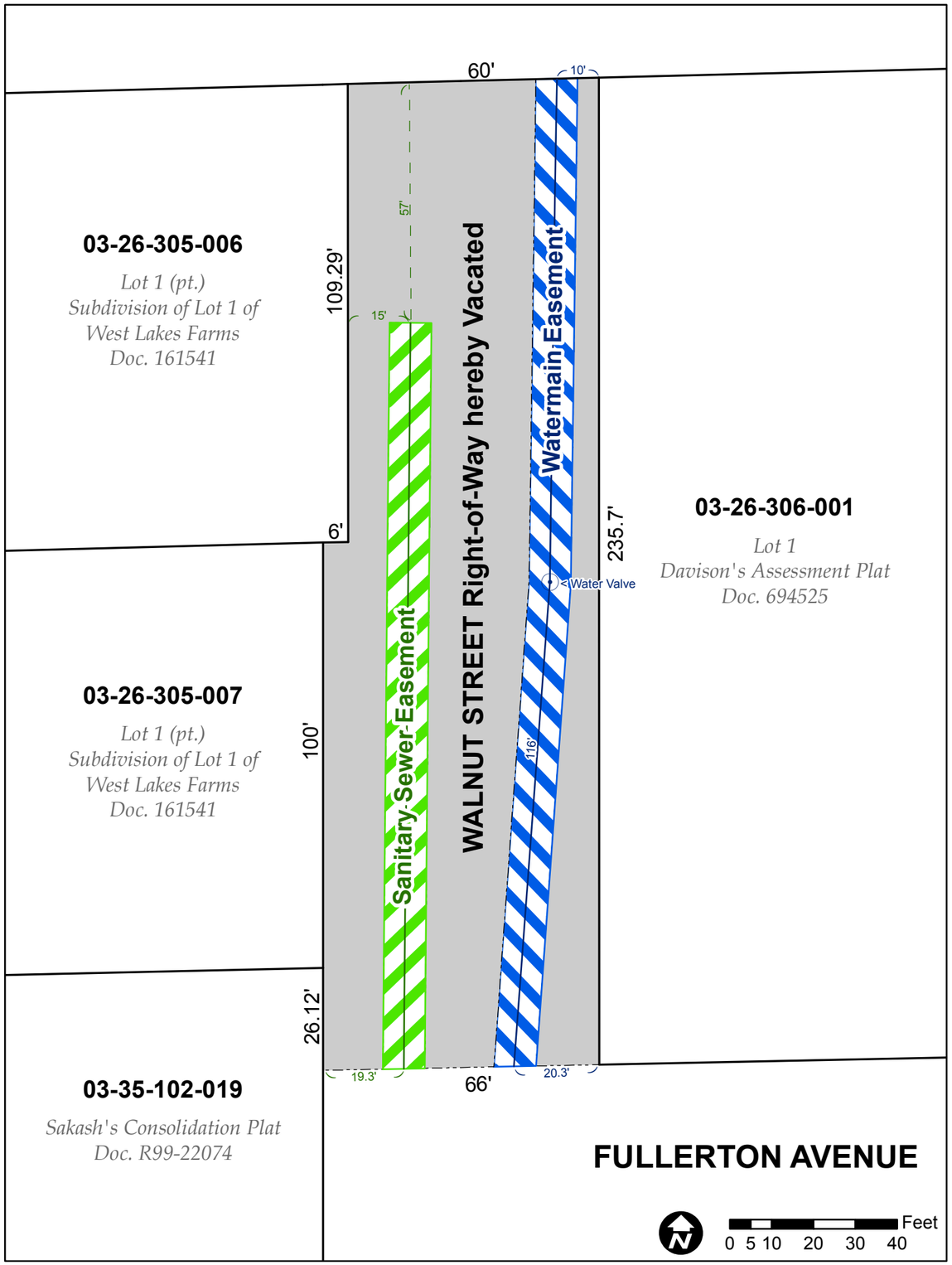
_____
, Mayor of the City of
Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,
this ____ day of _____, 2012.

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

EXHIBIT A

Exhibit A



Walnut Street Right-of-Way Vacation

That part of the Walnut Street Right-of-Way, lying North of the North Right-of-Way line of Fullerton Avenue extended Westerly and South of the North line of Lot 1 extended Westerly in Davison's Assessment Plat recorded on September 9, 1953 as Document Number R1953-694525 being in the Southwest Quarter of Section 26, Township 40 North, Range 11, East of the Third Principal Meridian, all in DuPage County, Illinois. Containing 14,895 sq. ft. (0.34 acres) more or less.

Watermain Easement

A 10.00 foot watermain easement 5.00 feet on each side of the following described line, hereby reserved on, under, over, and through, beginning at a point 20.3 feet West of the Southwest corner of Lot 1 in Davison's Assessment Plat said assessment plat being in the Southwest Quarter of Section 26, Township 40 North, Range 11, East of the Third Principal Meridian, recorded September 9, 1953 as Document Number R1953-694525, as measured along the South line of said Lot 1 extended Westerly, thence Northerly 116 feet to an existing water valve, thence Northerly to a point 10.0 feet west of the Northwest corner of said Lot 1 as measured along the North line of said Lot 1 extended Westerly, said point being the terminus of said line, all in DuPage County, Illinois. Containing 2,362 sq. ft. more or less.

Sanitary Sewer Easement

A 10.00 foot sanitary sewer easement 5.00 feet on each side of the following described line, hereby reserved on, under, over, and through, commencing at the Northeast corner of Lot 1 in Sakash's Consolidation Plat, being a consolidation plat of part of Sections 26 and 35, Township 40 North, Range 11, East of the Third Principal Meridian according to the plat recorded January 27, 1999 per Document R99-22074, thence South 26.24 feet as measured along the East line of said Lot 1, thence East parallel with the North line of said Lot 1, 19.3 feet to the point of beginning, thence Northerly to a point 57 feet South of the Northeast corner of Lot 1 in Subdivision of Lot 1 of West Lakes Farms per Document Number R1922-161541, said point also being 15.0 feet East of the East line of Lot 1 in said West Lakes Farms Subdivision, and the terminus of said line, all in DuPage County, Illinois. Containing 1,768 sq. ft. more or less.

EXHIBIT B

Plat of Vacation

PLAT OF VACATION AND EASEMENT RESERVATION

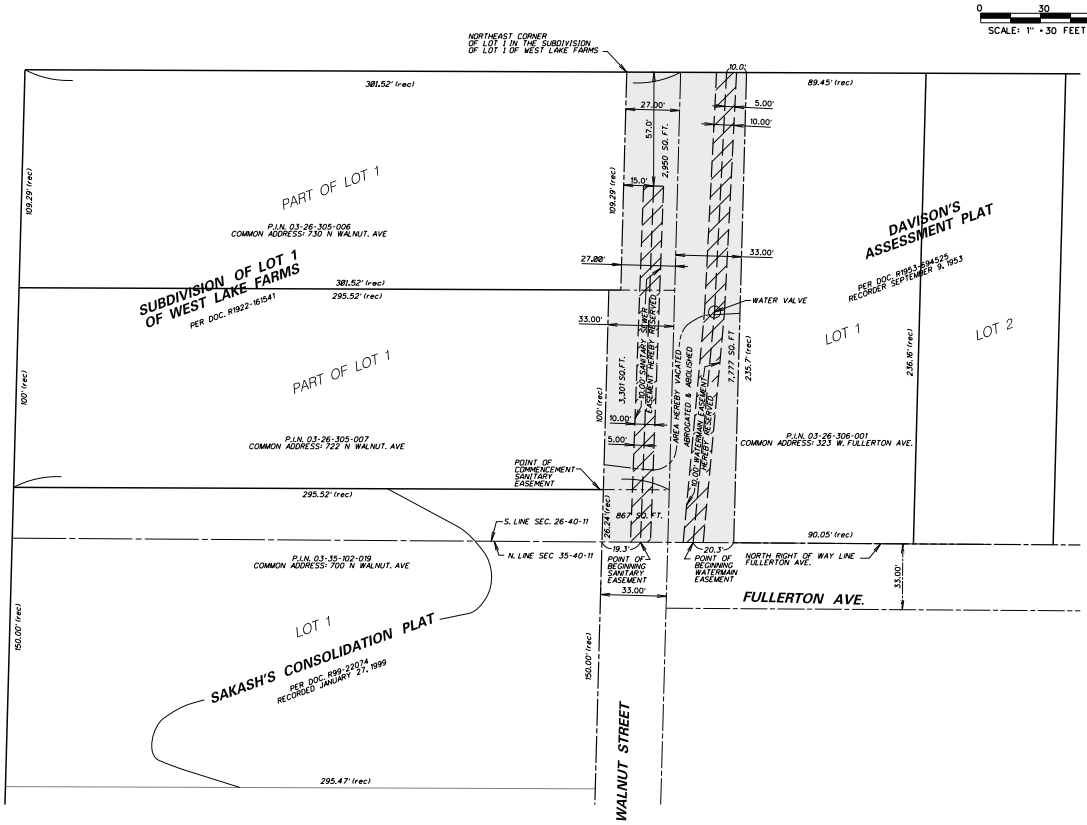
LEGEND

EASEMENT HEREBY RESERVED

AREA HEREBY VACATED, ABROGATED AND ABOLISHED, EASEMENTS OF ANY LICENSEE OR FRANCHISEE PURSUANT TO A FRANCHISE AGREEMENT WITH THE CITY ON, UNDER, WITHIN AREA VACATED, HEREBY RESERVED

N

0 30 60
SCALE: 1" = 30 FEET



LEGAL DESCRIPTION OF WALNUT STREET HEREBY VACATED, ABROGATED AND ABOLISHED

THAT PART OF THE WALNUT STREET RIGHT OF WAY, LYING NORTH OF THE NORTH RIGHT OF WAY LINE OF FULLERTON AVENUE EXTENDED WESTERLY AND SOUTH OF THE NORTH LINE OF LOT 1 EXTENDED WESTERLY IN DAVISON'S ASSEMENT PLAT RECORDED ON SEPTEMBER 9, 1953 AS DOCUMENT NUMBER R1953-694525 BEING IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN DUPAGE COUNTY, ILLINOIS.
CONTAINING 14,895 SQ. FT. (0.34 ACRES) MORE OR LESS.

LEGAL DESCRIPTION OF WATERMAIN EASEMENT HEREBY RESERVED

A 10.00 FOOT WATERMAIN EASEMENT 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE; HEREBY RESERVED ON, UNDER OVER AND THROUGH, BEGINNING AT A POINT 20.3 FEET WEST OF THE SOUTHWEST CORNER OF LOT 1 IN DAVISON'S ASSESSMENT PLAT SAID ASSESSMENT PLAT BEING IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN RECORDED SEPTEMBER 9, 1953 AS DOCUMENT NUMBER R1953-694525, AS MEASURED ALONG THE SOUTH LINE OF SAID LOT 1 EXTENDED WESTERLY; THENCE NORTHERLY 116 FEET TO AN EXISTING WATER VALVE; THENCE NORTHERLY TO A POINT 10.0 FEET WEST OF THE NORTHWEST CORNER OF SAID LOT 1 AS MEASURED ALONG THE NORTH LINE OF SAID LOT 1 EXTENDED WESTERLY, SAID POINT BEING THE TERMINUS OF SAID LINE. ALL IN DUPAGE COUNTY, ILLINOIS.
CONTAINING 2,362 SQ. FT. MORE OR LESS.

LEGAL DESCRIPTION OF SANITARY SEWER EASEMENT HEREBY RESERVED

A 10.00 FOOT SANITARY SEWER EASEMENT 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE; HEREBY RESERVED ON, UNDER OVER AND THROUGH,
COMMENCING AT THE NORTHEAST CORNER OF LOT 1 IN SAKASH'S CONSOLIDATION PLAT, BEING A CONSOLIDATION PLAT OF PART OF SECTIONS 26 AND 35 TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING THE PLAT RECORDED JANUARY 27, 1999 PER DOCUMENT R99-22074; THENCE SOUTH 26.24 FEET AS MEASURED ALONG THE EAST LINE OF SAID LOT 1; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT 1, 19.3 FEET TO THE POINT OF BEGINNING THENCE NORTHERLY TO A POINT 57 FEET SOUTH OF THE NORTHEAST CORNER OF LOT 1 IN SUBDIVISION OF LOT 1 OF WEST LAKE FARMS PER DOCUMENT NUMBER R1922-161541 SAID POINT ALSO BEING 15.0 FEET EAST OF THE EAST LINE OF LOT 1 IN SAID WEST LAKE FARMS SUBDIVISION, AND THE TERMINUS OF SAID LINE ALL IN DUPAGE COUNTY, ILLINOIS.
CONTAINING 1,768 SQ. FT. MORE OR LESS.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

WE, THOMSON SURVEYING, LIMITED, ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-002768, DO HEREBY DECLARE THAT THE PLAT SHOWN HEREON DRAWN WAS COMPILED FROM EXISTING SURVEYS AND INSTRUMENTS OF PUBLIC RECORD FOR THE PURPOSE INDICATED HEREON.

GIVEN UNDER BY HAND AND SEAL AT ROSEMONT ILLINOIS.
THIS 30th DAY OF NOVEMBER, A.D., 2012.

DAVID M. SPORINA, P.L.S.
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3394
MY LICENSE EXPIRES NOVEMBER 30, 2014
DESIGN FIRM LICENSE EXPIRES APRIL 30, 2013

DAVID M. SPORINA 3394 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS ROSEMONT, ILLINOIS

PERMISSION TO RECORD

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

WE, THOMSON SURVEYING, LIMITED, ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-002768, IN ACCORDANCE WITH PA87-0705 (THE PLAT ACT) DO HEREBY DESIGNATE _____ AS THE PERSON WHO MAY RECORD THIS PLAT, A TRUE COPY OF WHICH HAS BEEN RETAINED BY US TO ASSURE NO CHANGES HAVE BEEN MADE TO SAID PLAT.

DATED THIS 30th DAY OF NOVEMBER, A.D., 2012

DAVID M. SPORINA, P.L.S.
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3394
MY LICENSE EXPIRES NOVEMBER 30, 2014
DESIGN FIRM LICENSE EXPIRES APRIL 30, 2013

DAVID M. SPORINA 3394 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS ROSEMONT, ILLINOIS

GENERAL NOTES:

1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
2. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENT.

Thomson Surveying Ltd.
9575 W. Higgins Road, Suite 850
Rosemont, IL. 60018
TEL: (847) 318-9790
FAX: (847) 318-9792
dr.sporina@thomsonltd.com

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CLIENT:
CITY OF ELMHURST
209 NORTH YORK STREET
ELMHURST, ILLINOIS 60184

NO.	DATE	NATURE OF REVISION	CHKD.
FILE NAME	#FILE#		

DSGN.	
DWN.	PMR
CHKD.	DMS
SCALE:	1" = 30 FEET
DATE:	11-27-12

TITLE:
PLAT OF VACATION AND EASEMENT RESERVATION
ELMHURST, ILLINOIS

PROJECT NO. 4746
SHEET 1 OF 1
DRAWING NO. 4746POV.DGN

COUNCIL ACTION SUMMARY

SUBJECT: Ordinance – Vacating a Portion of the Walnut Street ROW North of Fullerton Avenue

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the Council's approval of the Public Works and Buildings Committee Report dated November 13, 2012, an ordinance has been prepared that would vacate the Walnut Street right-of-way north of Fullerton Avenue. The area of the vacated right-of-way is approximately 14,889 square feet.

The ordinance is subject to several conditions, as follows:

1. Water main and sanitary sewer easements would be reserved to the City, provided however, that the sanitary sewer easement would terminate upon (a) Council approval of a plat consolidating the vacated right-of-way and the parcels abutting same on the east and west, and (b) installation of a sanitary sewer manhole by, and at the expense of, Superior Ambulance;

2. Easements would be reserved for all public utilities (electric, gas, telephone, cable TV);

3. Payment to the City of $5,129.39 plus related costs (legal, surveyor and recording fees).

Under State Statute, a street vacation must be approved by the affirmative vote of at least three-fourths of the aldermen then holding office. Accordingly, 11 votes are required to pass the attached ordinance.