

AGENDA
OF BUSINESS TO BE BROUGHT BEFORE THE MEETING
OF THE CITY COUNCIL OF ELMHURST, ILLINOIS, 209 NORTH YORK
MONDAY, AUGUST 17, 2009
7:30 P.M.

1. **Executive Session 7:00 p.m. – Discussion of Minutes of Meetings Lawfully Closed for Semi Annual Review, Litigation and Personnel (Conf. Room #2)**
2. **Call to Order/Pledge of Allegiance/Roll Call**
3. **Receipt of Written Communications and Petitions from the Public**
4. **Public Forum**
5. **Consent Agenda**
 - a. Minutes of Regular Meeting Held on Monday, July 20, 2009 (City Clerk Spencer): Approve as published
 - b. Minutes of Regular Meeting Held on Monday, August 3, 2009 (City Clerk Spencer): Approve as published
 - c. Accounts Payable – August 17, 2009 Total \$ 1,446,852.71
 - d. Video Gaming Act – First Ward Aldermen Pezza & Gutenkauf (City Manager Borchert): Refer to the Public Affairs and Safety Committee
 - e. MCO-16-2009 – An Ordinance to Amend Article VII Entitled, “Stopping, Standing, and Parking,” of Chapter 44 Entitled, “Motor Vehicles and Traffic,” of the Municipal Code of the City of Elmhurst, Illinois
 - f. MCO-17-2009 – An Ordinance to Amend Article II Entitled, “Retail Licenses,” of Chapter 36 Entitled, “Liquor,” of the Municipal Code of the City of Elmhurst, Illinois
 - g. R-26-2009 – A Resolution Approving and Authorizing the Release of Closed Session Minutes for Meetings Held Between August 6, 1990 and November 3, 2008
 - h. R-27-2009 – A Resolution Authorizing the Execution of a Purchase Order Between the City of Elmhurst, Illinois, and Neptune Technologies, for the 2009 Water Meter Purchase
 - i. R-28-2009 – A Resolution Authorizing the Execution of a Design Build Contract Between the City of Elmhurst, Illinois, and Arco/Murray National Construction Company, Inc. for the First Street Parking Deck Site, 175 West First Street, Elmhurst, Illinois
6. **Reports and Recommendations of Appointed and Elected Officials**
 - a. Updates (Mayor DiCianni)
 - b. Updates (City Manager Borchert)
 - \$4,000,000 General Obligation Refunding Bonds, Series 2009 A
 - Fire Station Construction Project
 - 175 W. First St. Parking Deck & Construction
6. **Other Business**
7. **Announcements**
8. **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, JULY 20, 2009 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, JULY 20, 2009
209 NORTH YORK STREET
ELMHURST, ILLINOIS**

**EXECUTIVE SESSION 7:00 P.M. – LAND ACQUISITION, LAND DISPOSITION,
PERSONNEL AND LITIGATION**

1. Executive session was called to order at 7:05 p.m. by Mayor DiCianni for the purpose of discussing Land Acquisition, Land Disposition, Personnel and Litigation.

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

Absent: Susan J. Rose, Stephen Hipskind (arrived at 7:24 p.m.)

Also in attendance: City Treasurer Dyer, City Attorney Storino, City Manager Borchert

Alderman Morley moved to convene into executive session for the purpose of discussing Land Acquisition, Land Disposition, Personnel and Litigation. Alderman Wagner seconded. Roll call vote:

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

Nays: None

12 yeas, 0 nays, 2 absent
Motion duly carried

Alderman Mulliner moved to adjourn executive session. Alderman Morley seconded. Voice vote. Motion carried. Executive session adjourned at 7:40 p.m.

CALL TO ORDER/ PLEDGE OF ALLEGIANCE/ROLL CALL

Attendance: 113

2. The Regular Meeting of the Elmhurst City Council was called to order by Mayor DiCianni at 7:49 p.m.

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

Absent: Susan J. Rose

Also in Attendance: City Treasurer Dyer (left at 9:45 p.m.), City Attorney Storino, City Manager Borchert, Director of Public Works Hughes, Fire Chief Kopp, Police Chief Neubauer, PZED Director Said, Economic Development Manager Corner

RECEIPT OF WRITTEN COMMUNICATIONS AND PETITIONS FROM THE PUBLIC

3. Jeff Budgell of the Architect's Studio LLC, 275 N. York St. submitted a letter to Council as a resident and City Centre property owner regarding the Larch Avenue Parking Deck. The letter discusses the architectural design of the proposed structure, phase one and two assessments, remediation and the seller rebate as well as his support of the minority report.

PUBLIC FORUM

4. A large number of persons spoke regarding item 8a. O-29-2009 – An Ordinance Establishing Special Service Area Number Twelve of the City of Elmhurst (Gladys Avenue) both for and against adding sidewalks to one side of Gladys Avenue. The following chart lists those who spoke in favor of the sidewalks and those who spoke in opposition to the sidewalks.

Name	Address	In Favor	Opposed
Angela Allen	557 Gladys Ave.	X	
Fernando DelRio	541 W. Gladys Ave.	X	
Brian Cahill	569 W. Gladys Ave.	X	

John Reboletti	625 W. Gladys Ave.		X
Claude Pagacz	566 W. Gladys Ave.		X
Kyle Woitel	585 W. Gladys Ave.	X	
Rick Hoffman	605 W. Gladys Ave.		X
Rich De Mondo	568 West Ave.		X
Debbie De Mondo	568 West Ave.		X
Pat Hoffman	605 W. Gladys Ave.		X
Nancy Kushka	655 W. Gladys Ave.		X
Pat Consolino	659 W. Gladys Ave.		X
Sandra Formento	561 W. Gladys Ave.	X	
Dianna Pagacz	566 W. Gladys Ave.		X
Jason Wright	589 W. Gladys Ave.	X	
Sally DelRio	541 W. Gladys Ave.	X	
Al Consolino	659 W. Gladys Ave.		X

Selene Moriarty
154 Willow
Elmhurst, IL 60126

Spoke about the City increasing taxes instead of cutting spending and expenses like the private sector.

Danni Polomsky
263 Indiana
Elmhurst, IL 60126

Announced the Cool Cities Coalition Green Fest will be held at Wilder Park on Saturday, August 1, 2009 from 10:00 a.m. until 3:00 p.m. Ms. Polomsky held a drawing for a Council member to receive a hair testing kit for analyzing unsafe levels of mercury in your system. Alderman Leader was selected.

Annette Armstrong
210 N. Addison Suite 501
Elmhurst, IL 60126

Thanked Mayor DiCianni for the Finance Task Force and thanked Aldermen Pezza and Gutenkauf for doing a great job. She spoke of large capital projects in light of the City's economic situation such as the Larch Avenue parking garage. She asked if this capital project has been thoroughly analyzed.

Wes Bottens
652 Van Auken
Elmhurst, IL 60126

Spoke regarding absentee landlords in Elmhurst. He asked the City Council to create some regulations on property owned by investment speculators.

Joann Callahan
130 Larch
Elmhurst, IL 60126

Spoke regarding the no bid contract on the Larch Street parking deck stating the Council and City staff should be trusted to have the taxpayers best interest, the project needs to go forward.

John McDonough
204 Columbia
Elmhurst, IL 60126

Spoke of the Larch Avenue parking deck design and the construction management. He stated his concerns of openness and transparency throughout this process.

Willis Johnson
603 Rodgers
Downers Grove, IL 60515

Spoke on the parking deck on Larch Avenue and its value to the City Centre. He asked Council to approve this next step of the construction so it can be done in a timely manner.

Betsy Hanish
464 Knollwood Dr.
Wood Dale, IL 60191

Spoke in support of the Larch Avenue parking deck and asked the Council to move forward on the next phase of the project.

John Quigley
Elmhurst Chamber of Commerce, President & CEO
113 Adell Pl.
Elmhurst, IL 60126

Spoke regarding the parking problems in the Central Business District and asked Council to move forward on the next phase of the Larch Avenue deck.

Frank Sibr, Flight 112
112 W. Park Ave.
Elmhurst, IL 60126

Spoke regarding the parking problems in the Central Business District and asked Council to move forward on the next phase of the deck on Larch Avenue.

Liz Ambrosie
139 Oak St.
Elmhurst, IL 60126

Spoke regarding the no bid contract on the Larch Avenue parking deck and asked Council to get more bids.

Ann Tranter
512 W. Belden
Elmhurst, IL 60126

Spoke of her concern of no bid contracts and the lack of transparency.

Alderman Morley asked Mayor DiCianni to end the Public Forum portion of the meeting. Mayor DiCianni stated Public Forum will conclude with the last person at the microphone.

Paul Darley
252 May St.
Elmhurst, IL 60126

Spoke regarding the Larch Avenue parking deck and asked Council to go forward with the next phase of the project.

CONSENT AGENDA

5. The following items on the Consent Agenda were presented:
 - a. MINUTES OF REGULAR MEETING HELD ON MONDAY, JULY 6, 2009 (City Clerk Spencer): Approve as published
 - b. MINUTES OF THE EXECUTIVE SESSION HELD ON MONDAY, JUNE 1, 2009 (City Clerk Spencer): Receive and place on file

- c. MINUTES OF THE EXECUTIVE SESSION HELD ON MONDAY, JULY 6, 2009 (City Clerk Spencer): Receive and place on file
- d. ACCOUNTS PAYABLE – JULY 20, 2009 TOTAL \$1,450,043.08
- e. REPORT – LIQUOR LICENSE ORDINANCE FOR FLIGHT 112 WINE HOUSE The following report of the Public Affairs and Safety Committee was presented:

July 13, 2009

To: Mayor DiCianni and Members of the City Council
RE: Liquor License ordinance for Flight 112 Wine House

The Public Affairs and Safety Committee met on June 22, 2009 and July 13, 2009 to discuss an amendment to the liquor license ordinance for the wine bar Flight 112 Wine House at 112 W. Park.

Flight 112 owners, Visal Kheem and Frank Sibr addressed the Committee about their liquor license. They currently have a WBB license which allows for retail sale of wine for consumption at the bar. The owners stated that their customers would like to be able to purchase spirits at the bar for consumption on premises. Sibr and Kheem stated they would not sell spirits at retail.

Staff conducted a site inspection and also contacted other wine bars in Elmhurst. The other wine bars agree with offering a modified WBB license to include spirits, although they do not want to be compelled to add spirits to their business plan and wish to retain their current licenses.

Under the current ordinance, Flight 112 would be required to purchase two (2) liquor licenses to sell spirits for on site consumption. Staff is proposing creation of a new license classification identified as WBBS- Wine Bar Beer & Spirits. A WBBS license would require and maintain all the criteria of a WBB license with the addition of sales of spirits for consumption on the premises only.

It is the recommendation of Staff that the fee charged for a WBBS license be the same fee that is charged for 'B' and 'RL' license.

It is therefore the recommendation of the Public Affairs & Safety Committee that a WBBS license, Wine Bar Beer & Spirits be added to the liquor section of the Municipal ordinance at the same fee as a 'B' and 'RL' license.

Respectfully submitted,
Public Affairs and Safety Committee
/s/ Patrick Wagner
Chairman
/s/ Chris Nybo
Vice-Chairman
/s/ Paula Pezza

- f. REPORT – REQUEST FOR PROPOSAL FOR WIRELESS RADIO ALARM NETWORK The following report of the Public Affairs and Safety Committee was presented:

July 13, 2009

To: Mayor DiCianni and Members of the City Council
Re: Request for Proposal for Wireless Radio Alarm Network

The Public Affairs and Safety Committee met on July 13, 2009 to discuss proposals for the development and maintenance of the Elmhurst Wireless Radio Alarm Network.

Due to the removal of an exclusivity clause in the DuComn contract, Elmhurst has been given the opportunity to develop its own Wireless Radio Alarm Network. Therefore, the Elmhurst Fire Department requested proposals from seven radio alarm vendors to develop and maintain the Elmhurst Wireless Radio Network. Of the seven, proposals were received from three and one letter denying participation.

All vendors were asked to bid on a brand new system or develop an alternative that would meet the specifications of the request for proposal based on 440 network radios. ADT was the only vendor to submit an alternate proposal. This alternate proposal utilized the already-in-place ADT network.

Grand Total of All 3-Year Costs INCLUDING Alternate

ADT	\$709,750.36
ADT Alternate	\$669,436.36
CMFP	\$723,039.00
Norcomm	\$683,408.40

Due to the simplicity of implementing the ADT alternate proposal, and the cost savings to the City, it is the recommendation of the Elmhurst Fire Department to award the radio alarm contract to ADT. Under the ADT alternate proposal, all leased radio transmitters, all head end transmission equipment and all monitoring contracts will be turned over to Elmhurst ownership. Other benefits of the ADT alternate proposal include:

- No need to replace existing subscriber radios with new vendor radios
- Termination agreements in current subscriber contracts become a non-issue
- No expense of replacement of the head end system or moving accounts to a new system
- No need to remove DuComm 703 from the ADT multiplex system and reinstall it as a stand alone
- No need to involve more than one provider
- Insured consistency of network and programming
- Accelerated revenue stream

It is therefore, the recommendation of the Public Affairs and Safety Committee that the City of Elmhurst enter into a contract with ADT to provide the development and maintenance of a Wireless Radio Network. \$950,000 has been budgeted for this project in line item 1020-110-4020-80-05.

Respectfully submitted,
Public Affairs and Safety Committee
/s/ Patrick Wagner
Chairman
/s/ Chris Nybo
Vice-Chairman
/s/ Paula Pezza

- g. REPORT – DISTRICT 205 FOUNDATION REQUEST FOR TEMPORARY USE AND EVENT PERMIT AND USE OF CITY PROPERTY The following report of the Public Affairs and Safety Committee was presented:

July 13, 2009

To: Mayor DiCianni and Members of the City Council
Re: District 205 Foundation Request for Temporary Use and Event Permit and Use of City Property

The Public Affairs and Safety Committee met on July 13, 2009 to discuss the request from Elmhurst District 205 to use the Elmhurst municipal parking lot on the west side of Addison between First and Second Streets for a fund raising event. A representative from District 205 was available to answer the Committee's questions.

The Elmhurst municipal parking lot on the west side of Addison between First and Second Streets will be used to conduct Charitable Games for a Summer Rocks fundraiser to be held on Sunday, August 9, 2009. For the past three years, this event was held in conjunction with the Elmhurst Chamber and the Thursday evening Jaycees carnival on the eve of Elmfest.

This year, again in partnership with the Elmhurst Chamber, this event will take place on the Sunday after the August 8th summer concert, taking advantage of the logistical opportunities that exist. This event would run from 3:30 p.m. to 8:00 p.m. Food and beverages would be available for purchase,

as well as live music performed on the stage that was assembled for the previous night. Family entertainment options include a dunk tank, baggo tournament and raffle.

The Chamber has obtained the required state and municipal liquor permits and insurance necessary for the event.

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

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Council approve the District 205 Foundation request for Temporary Use and Event Permit for the use of the Elmhurst municipal parking lot on Addison for Charitable Games for a Summer Rocks fundraiser to be held on Sunday, August 9, 2009 from 3:30 to 8:00 p.m.

Respectfully submitted,
Public Affairs and Safety Committee
/s/ Patrick Wagner
Chairman
/s/ Chris Nybo
Vice-Chairman
/s/ Paula Pezza

- h. REPORT – REVISIONS TO THE COOPERATION AGREEMENT BETWEEN THE CITY OF ELMHURST AND THE ELMHURST HERITAGE FOUNDATION The following report of the Public Affairs and Safety Committee was presented for passage.

July 27, 2009

To: Mayor DiCianni and Members of the City Council
RE: Revisions to the Cooperation Agreement between the City of Elmhurst and the Elmhurst Heritage Foundation

The Public Affairs and Safety Committee met on July 13, 2009 to discuss proposed changes to the Cooperation Agreement between the City of Elmhurst and the Elmhurst Heritage Foundation.

Due to the extraordinarily difficult financial times faced by the City, the Elmhurst Heritage Foundation requested the temporary authority to fund certain operating expenses of the Museum, including but not limited to, compensating personnel approved by the City, but not funded. These are costs that were frozen over the past 10 months due to budget cutbacks. The original Agreement stipulated and the Foundation's By-Laws required that the Foundation would not provide funds toward the "ordinary operation or maintenance of the museum". In June the Foundation approved the required changes to both the Cooperation Agreement and the By-Laws.

In keeping with its purpose of supporting the educational undertakings of the Museum and fostering public awareness of and advocacy for the Museum, the Foundation expects that these temporary measures will permit the Foundation to bolster the identity of the Museum within the community, to increase visitor-ship and to improve and enhance Museum exhibits and programs.

The Foundation assumes that the City will resume its support of the Museum at previous levels when the current fiscal situation abates; the changes will no longer be effective after April 30, 2012.

It is therefore the recommendation of the Public Affairs and Safety Committee that the revisions to the Cooperation Agreement between the City and the Elmhurst Heritage Foundation be adopted to provide temporary authority to the Elmhurst Heritage Foundation to fund certain operating expenses of the Museum, including the compensation of personnel which was not funded by the City of Elmhurst until April 30, 2012.

Respectfully submitted,
Public Affairs and Safety Committee
/s/ Patrick Wagner
Chairman
/s/ Chris Nybo

Vice-Chairman
/s/ Paula Pezza

- i. REPORT – 2001 GENERAL OBLIGATION BOND ISSUE PARTIAL REFUNDING The following report of the Finance, Council Affairs and Administrative Services Committee was presented:

July 14, 2009

To: Mayor DiCianni and Members of the City Council
Re: 2001 General Obligation Bond Issue Partial Refunding

The Finance, Council Affairs and Administrative Services Committee met July 13, 2009, to consider refunding a portion of the 2001 General Obligation bond issue.

Mr. Kevin McCanna, representing Speer Financial, Inc., the City's financial advisor, reviewed with the Finance Committee the option of refunding a portion of the 2001 bond issue. The 2001 bond issue was for the purpose of refunding the 1992 bond issue along new money to finance capital projects. Interest rates in the bond market are now low enough that it makes economic sense to consider refunding the 2011 through 2019 maturities (\$3,140,000) of the 2001 bond issue. At current rates in the marketplace, the refunding of the stated maturities would save the City approximately \$100,000 to \$140,000 on a present value basis, net of all issuance costs, or between 3.25% and 4.45% of the refunded principal. Mr. McCanna recommended that an appropriate savings rate target should be no less than 3.5% of refunded principal, to allow sufficient savings to make the refunding transaction viable. The savings would be recognized in 2011.

Robert W. Baird & Co., Inc. approached Speer Financial, Inc. and the City of Elmhurst regarding the above refunding, and recommended that a negotiated sale take place due to the current volatility in the bond interest rates and due to the closeness of the estimated savings rate on the 2001 bond issue (3.25% - 4.45%) to the targeted rate of 3.5%. A competitive sale in this type of situation, where the interest rates are volatile and the projected savings rate is very close to the target, is not as advantageous as a negotiated sale. A competitive sale is for a specific date and cannot be changed regardless of market conditions. A negotiated sale allows the underwriter (Robert W. Baird & Co.) and the issuer (the City) to determine, based on market conditions and whether the savings target will be met, the exact date the bonds will be sold.

Mr. McCanna and staff recommended that Robert W. Baird & Co., Inc. handle the negotiated sale of the partial refunding of the 2001 bond issue. The City has previously worked with Robert W. Baird & Co. on the 2005 refunding bond issue. Staff further recommended authorizing the Mayor to proceed with the bond sale when the market allows the targeted savings rate of 3.5% to be achieved, with advice from Speer Financial, Inc., and with the concurrence of two of the following four individuals: City Treasurer, Finance Committee Chairman, City Manager or Director of Finance and Administration. After discussion, the Finance Committee concurred with staff recommendations.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council authorize the refunding of the 2011 through 2019 maturities of the 2001 General Obligation bond issue, with the refunding bonds to be sold by negotiated sale handled by Robert W. Baird & Co., Inc. The Finance Committee further recommends that the City Council direct the City Attorney to prepare an ordinance that authorizes the Mayor and two of the following four individuals (City Treasurer, Finance Committee Chairman, City Manager or Director of Finance and Administration) to proceed with the bond sale, given the condition that the savings rate be no less than 3.5% of the refunded bond principal.

Respectfully submitted,
Finance, Council Affairs and
Administrative Services Committee

/s/ Stephen Hipskind
Chairman

/s/ Kevin York
Vice-Chairman

/s/ Mark Mulliner
/s/ Diane Gutenkauf

- j. REPORT – AUTOMATED PARKING EQUIPMENT The following report of the Finance, Council Affairs and Administrative Services Committee was presented:

July 14, 2009

To: Mayor DiCianni and Members of the City Council
Re: Automated Parking Equipment Purchase

The Finance, Council Affairs and Administrative Services Committee met July 13, 2009 to review the request for proposal (RFP) responses for the purchase, installation and maintenance of an automated pay by space parking system. The system would serve approximately 600 downtown daily fee parking spaces currently served by honor boxes and monthly parking passes.

Over the last several years communities throughout the area have been moving away from the labor intensive honor box system in favor of the streamlined automated pay by space equipment that is both user friendly and enforcement efficient for City personnel. For the user, the machines would accept coins and bills as well as credit cards. Payment for any space could be made at any machine. Once payment is made, the automated system supplies the user with a receipt, alleviating the lack of proof of payment with the current system. The system will not issue a receipt unless the proper fee is collected. Approximately two to three hours of time spent daily on collecting and counting money could be redirected to improve enforcement throughout the system.

The pay by space equipment systems collect, stack and count all cash received by each machine. The vaults containing the money are directly swapped and forwarded unopened to the bank for processing. A cash report verifies what is collected and deposited. Internal controls are improved through the absence of cash handling by City employees. Reduced employee processing is also achieved through the absence of collection, logging and counting of each box daily.

The City of Elmhurst sent RFP's to six potential service providers. Three service providers responded and after the initial review, proposals by Access Parking Systems (APS) and Total Parking Solutions (TPS) were both found to be qualified. Based on conversations with both companies, staff is recommending that seven automated pay by space machines and one shelter be purchased at this time. Locating one machine in each deck and five machines clustered at the Metra platforms will accommodate the number of users appropriately. The attached analysis summarizes the proposals from both companies.

Based on the acquisition costs, annual operating costs, vendor interviews, experience and references, staff recommends contracting with TPS for the acquisition, installation and maintenance of seven automated pay by space machines and one shelter in the amount of \$99,115 plus the appropriate annual operating costs as reflected on the attached schedule. The Finance, Council Affairs and Administrative Services Committee concur with staff recommendation.

The fiscal year 2009/2010 budget for the Parking System Fund provides funds in the Miscellaneous Equipment account # 530-0088-503-80-98 in the amount of \$85,000.00 for this purchase. Due to the unanticipated receipt of grant funds for the construction of sixty-seven new parking spaces along the rail line, funds allocated for that project are available in the Parking Improvements account #530-0088-503-80-19 to offset the difference.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council approve Total Parking Solutions (TPS) to provide the automated pay by space parking system for the City of Elmhurst.

Respectfully submitted,
Finance, Council Affairs and
Administrative Services Committee

/s/ Stephen Hipskind
Chairman

/s/ Kevin York
Vice-Chairman

/s/ Mark Mulliner

/s/ Diane Gutenkauf

- k. O-22-2009 – AN ORDINANCE MAKING APPROPRIATIONS FOR SPECIAL SERVICE AREA NUMBER SIX OF THE CITY OF ELMHURST FOR THE FISCAL YEAR BEGINNING MAY 1, 2009 AND ENDING APRIL 30, 2010

Ordinance O-22-2009 was presented for passage.

- l. O-23-2009 – AN ORDINANCE MAKING APPROPRIATIONS FOR SPECIAL SERVICE AREA NUMBER SEVEN OF THE CITY OF ELMHURST FOR THE FISCAL YEAR BEGINNING MAY 1, 2009 AND ENDING APRIL 30, 2010

Ordinance O-23-2009 was presented for passage.

- m. MCO-13-2009 – AN ORDINANCE ESTABLISHING WASTEWATER TREATMENT RATES FOR PRIVATE WELL USERS

Ordinance MCO-13-2009 was presented for passage.

- n. MCO-14-2009 – AN ORDINANCE AMENDING SECTION 44.74 ENTITLED, “YIELD RIGHT-OF-WAY STREETS” OF ARTICLE V ENTITLED, “DRIVING, OVERTAKING AND PASSING” OF CHAPTER 44 ENTITLED, “MOTOR VEHICLES AND TRAFFIC” AND AMENDING SECTION 44.92 ENTITLED, “STOP INTERSECTIONS ENUMERATED” OF ARTICLE VI ENTITLED, “SPECIAL STOPS” OF CHAPTER 44 ENTITLED, “MOTOR VEHICLES AND TRAFFIC” OF THE MUNICIPAL CODE OF THE CITY OF ELMHURST, ILLINOIS

Ordinance MCO-14-2009 was presented passage.

- o. MCO-15-2009 – AN ORDINANCE AMENDING SECTION 36.09, ENTITLED “CLASSIFICATION OF LICENSES,” SECTION 36.10, ENTITLED “TERMS, FEES,” AND SECTION 36.11, ENTITLED “LIMITATION ON NUMBER OF LICENSES,” OF ARTICLE II, ENTITLED “RETAIL LICENSES,” OF CHAPTER 36, ENTITLED “LIQUOR,” OF THE MUNICIPAL CODE OF ORDINANCES OF THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS

Ordinance MCO-15-2009 was presented was presented for passage.

- p. ZO-04-2009 – AN ORDINANCE REZONING THE PROPERTY COMMONLY KNOWN AS 621 WEST NORTH AVENUE (FORMERLY 313 N. ROUTE 83)

Ordinance ZO-04-2009 was presented for passage.

- q. ZO-05-2009 – AN ORDINANCE GRANTING AN AMENDMENT TO A CONDITIONAL USE PERMIT FOR THE PURPOSE OF SITE DEVELOPMENT AND TO CONSTRUCT NEW STRUCTURES AND ADDITIONS FOR THE SCHOOL AND CHURCH ON THE PROPERTY COMMONLY KNOWN AS 779 SOUTH YORK STREET (VISITATION CHURCH)

Ordinance ZO-05-2009 was presented for passage.

- r. R-14-2009 – A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT BETWEEN THE CITY OF ELMHURST, ILLINOIS, AND WINKLER’S TREE AND LANDSCAPING, INC. FOR THE 2009 ARBOTECT FUNGICIDE INJECTIONS OF AMERICAN ELMS

Resolution R-14-2009 was presented for passage.

- s. R-15-2009 – A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF VILLA PARK AND THE CITY OF ELMHURST

Resolution R-15-2009 was presented for passage.

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

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

Nays: None

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

Mayor DiCianni asked for a motion to take the agenda out of order and take item 8 before items 6 & 7.

Alderman Hipskind moved to take the agenda out of order and take item 8 before items 6 & 7.

Alderman Wagner seconded. Voice vote, motion carried.

COMMITTEE REPORTS

6. a. REPORT – LARCH AVENUE PARKING DECK ARCHITECTURAL DESIGN AND CONSTRUCTION MANAGEMENT SERVICES The following Majority and Minority reports of the Public Works and Buildings Committee were presented for passage:

1. MAJORITY REPORT

July 16, 2009

TO: Mayor DiCianni and Members of the City Council
RE: Larch Avenue Parking Deck Architectural Design Construction Management Services

On Monday, July 13, 2009, and at prior committee meetings, the Public Works and Buildings Committee met to discuss design and construction Management services for the construction of a multi-level parking deck Located at 175 W. First St. (the northwest corner of Larch Avenue and First Street) which the city of Elmhurst owns and will be paid for with public Funds.

The City has been discussing the development of this project with Daniel B. Hiffman, Devcom, Inc and Arco/Murray National Construction. On March 23, 2009, the City simultaneously purchased the site from Daniel B. Hiffman and then took occupancy of the property on June 21, 2009.

Our City attorney has confirmed that there is no written contract or any legal documentation to date that commits the City of Elmhurst to move forward with any one chosen developer, architect or construction manager, in this case ARCO/Murray, for these particular services.

By utilizing the competitive bid process, not only for the contractor work but also for the Architectural Design and Construction Management Services, we will prove to ourselves and the taxpayers whether the Arco/Murray proposal is in alignment with current market prices and the competition. Therefore, this will provide statistical backing that the City of Elmhurst and its residents are receiving a good deal for these services.

It is, therefore, the recommendation of the majority of the Public Works and Buildings Committee that the design and construction management services for construction of the Larch Avenue parking deck be put out to competitive bid along with the request of a statement of qualifications for each bidder, be accepted.

Respectfully submitted,
Public Works and Building Committee

/s/ Michael J. Bram

Vice-Chairman

/s/ Pat Shea

2. MINORITY REPORT

July 20, 2009

TO: Mayor DiCianni and Members of the City Council

RE: Larch Avenue Parking Deck Architectural Design and Construction Management Services

On Monday, July 13, 2009, the Public Works and Buildings Committee met to discuss design and construction management services for the construction of a multi-level parking deck located at the northwest corner of Larch Avenue and First Street.

The City has been working with the development company of Devcom, Inc. along with their construction partner Arco/Murray National Construction Company to complete this project. Devcom was successful in purchasing the property from the current owner and subsequently sold it to the City. The City took occupancy of the property on June 21, 2009.

The City has received from Arco/Murray a statement of qualifications regarding the firm's ability to perform construction management services for the City for this project. City staff and the Committee have reviewed the statement of qualifications and find that Arco/Murray is qualified to do this work. Arco/Murray has performed all assignments in phase 1 and phase 2 of the project in a satisfactory manner.

In addition, after final negotiations with City staff, Arco/Murray submitted a revised proposal for the architectural design and construction management services for the remaining phase of this project.

Upon approval, Arco/Murray will prepare the necessary architectural design plans and specifications, bidding documents, secure sealed bids to be opened by the Elmhurst City Clerk, and manage the construction of the proposed parking deck. This work shall provide the City with professional oversight of construction methodologies and schedule, value engineering insight, contract compliance and site management for the duration of the project.

The QBS evaluation of Arco/Murray was completed yielding a rating of 335 out of a possible 350. In comparison, McHugh received a rating of 340 for the completion of the new fire station. Given this comparable rating and Arco/Murray's previous project history, Arco/Murray is judged more than capable of completing the project.

Design services (aka 'Architecture') are quoted to cost \$326K (6% of estimated construction costs). For comparison, \$388K (8% of estimated construction costs) was spent for the design and architectural fees of the new fire house. Regarding the perceived requirement that design services must be competitively bid, they do not. Design services are considered professional services by Elmhurst municipal code and are not required to be publicly bid. GMA, Inc. will be responsible for the design services portion of the project which is a sister company to Arco/Murray and is considered to have the same QBS rating specified above of Arco/Murray.

Total construction costs are \$5.0 MM and broken down as follows:

- General Conditions (7.5%) \$ 375K
- Insurance (1.25%) \$ 63K
- Construction Mgmt Fee (3.8%) \$ 190K (Arco/Murray's profit on the project)
- Materials & Direct Labor (87.45%) \$4,373K

100% of the materials and direct labor (87.45% of the construction costs) will be publicly bid with all bids opened at Elmhurst City Hall witnessed by Elmhurst City staff. The construction management fee of 3.8% was renegotiated down from 4.5% by Elmhurst City staff with Arco/Murray. For comparison purposes, 4.1% was the construction management fee for the new fire station. All costs incurred related to General Conditions will not be subject to any mark-ups by Arco/Murray. The City of Elmhurst will only pay for what these services cost and nothing more. Arco/Murray is not making a profit by handling these activities. Examples of these costs are:

- Site supervision
- Fencing
- Erosion controls
- All other direct costs

Regarding the \$4,373K in materials and direct Labor, should the project be delayed, for whatever reason, to start in 2010, there would be the potential for significant increases in costs to be incurred as follows:

Item	% of Mats & Labor	Est'd Increase	Conservative Estimate	Net Change
Direct Labor	25%	2 – 4 %	2 %	\$ 22K
Steel	10%	10 – 17 %	10%	\$ 44K
Brick	15%	3 – 5 %	3 %	\$ 20K
Concrete	50%	4 – 5.5%	4 %	\$ 88K
TOTAL			3.5% (overall)	\$ 174K

Since there is a significant potential for an increase of project costs by at least \$174K, it is recommended the City of Elmhurst move forward with this project at this time. Furthermore, given the recent approval of the State of Illinois' Capital Bill on Monday 7/13/09, there will be significant and additional project activity in 2010 which could result in even higher project costs based on the erosion of today's competitive pricing environment.

The zoning for this area is C4, and parking decks are permitted uses in the zone. A Conditional Use Permit would not be required to move forward with the project.

An estimated timeline for this project is as follows pending timely City Council approval of this project:

- 9/1/09 Architecture & design completed
- 9/30/09 Design finalized & approved. Permits approved
- 10/1/09 Break ground
- 5/1/10 Construction completed (7 months to build)
- 6/1/10 Parking deck open for use (approximate date)

Given that many studies by and for the City of Elmhurst have concluded that additional parking in the CBD is essential for further development, especially near Addison Street, it is important the City move forward with this new parking structure.

Lastly, Metra has verbally committed up to \$2 million to assist in the completion of this project. Current parking utilization by commuters is nearing 100%, at close to station sites, and more spaces are needed to fill current and future demand for parking by train users.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the proposal for design and construction management services for construction of the Larch Avenue parking deck as outlined in the attached proposal from ARCO/Murray National Construction Company be accepted and that the attorney be authorized to prepare the proper contract and resolution for formal City Council approval.

Respectfully submitted,
Public Works and Building Committee

/s/ Jim Kennedy
Chairman

Alderman Bram moved to approve item **6a. Report – Larch Avenue Parking Deck Architectural Design and Construction Management Services (Majority Report)**. Alderman Shea seconded.

Alderman Bram stated this report is not about questioning building a parking garage but about the economics of it. He stated this is about open bidding. Alderman Bram reviewed Phase II of the project and its costs. The majority report recommendation is to go out for a qualified bidder at the best price.

Alderman Hipskind asked what is .8% of \$170,000.

Alderman Kennedy replied approximately \$35,000.

Alderman Shea asked City Attorney Storino to define "professional services."

City Attorney Storino stated it is defined in the Municipal Code; professional services are

accountants, architects, attorneys and engineers. As construction management, Arco/Murray would act as a professional service.

Alderman Shea asked, is the City following state statute.

Discussion ensued regarding professional services and construction management under state statute.

Alderman Shea moved to send item **6a. Report – Larch Avenue Parking Deck Architectural Design and Construction Management Services (Majority Report)** back to committee for further review.

Alderman Kennedy moved to accept item **6a. Report – Larch Avenue Parking Deck Architectural Design and Construction Management Services (Minority Report)**.

Alderman Gutenkauf, point of order, there was no second to Alderman Shea's motion. Alderman Gutenkauf seconded Alderman Shea's motion to send item **6a. Report – Larch Avenue Parking Deck Architectural Design and Construction Management Services (Majority Report)** back to committee.

Discussion ensued.

Alderman Pezza, point of order, what are we voting for.

Mayor DiCianni replied the vote before Council is to send item **6a. Report – Larch Avenue Parking Deck Architectural Design and Construction Management Services (Majority Report)** back to committee. Roll call vote:

Ayes: Shea, Gutenkauf, Pezza, Bram

Nays: Leader, Hipskind, York, Nybo, Healy, Morley, Kennedy, Mulliner, Wagner

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

Alderman Kennedy moved to accept item **6a. Report – Larch Avenue Parking Deck Architectural Design and Construction Management Services (Minority Report)**. Alderman Mulliner seconded.

Alderman Morley, point of order, asked City Attorney Storino to clarify the motion.

City Attorney Storino stated the motion before Council can be to substitute the majority report with the minority report.

Alderman Kennedy stated parking is needed in the downtown area. He reviewed QVS process. He stated the process used for looking at Arco/Murray followed those steps. He reviewed the costs of the project.

Discussion ensued.

Alderman Mulliner moved to call the question.

Mayor DiCianni asked City Attorney Storino if this requires a second and voice vote.

City Attorney Storino replied only when the chair is being challenged.

Alderman Pezza stated she challenges the call stating more discussion is required.

Alderman Bram, point of order, what are we challenging.

City Attorney Storino explained vote aye to continue discussion and vote nay end discussion.

Voice vote, motion carried. Discussion ensued.

Alderman Pezza stated this is our duty as Council to make sure all contracts must be in writing.

She stated a vote to have a no bid contract is a vote to raise taxes.

Discussion ensued.

Alderman Kennedy moved to call the question.

Alderman Hipskind, point of order, what are we voting on.

Mayor DiCianni replied the vote before Council is to substitute the majority report with the minority report. Roll call vote:

Ayes: Kennedy, Mulliner, Leader, Hipskind, York, Nybo, Healy, Morley, Wagner

Nays: Gutenkauf, Pezza, Shea, Bram

Results: 9 ayes, 4 nays, 1 absent

Motion carried

Alderman Kennedy moved to approve item **6a. Report – Larch Avenue Parking Deck Architectural Design and Construction Management Services**. Alderman Healy seconded.

Alderman Gutenkauf asked if this vote will require a super majority.

City Attorney Storino replied a super majority is not required, this is a professional service. This is a committee report requiring a majority.

Roll call vote to approve **6a. Report – Larch Avenue Parking Deck Architectural Design and Construction Management Services**:

Ayes: Kennedy, Healy, Leader, Hipskind, York, Nybo, Morley, Mulliner, Wagner

Nays: Gutenkauf, Pezza, Shea, Bram

Results: 9 ayes, 4 nays, 1 absent

Motion carried

b. REPORT – JOINT PARK DISTRICT/CITY COMMITTEE The following report of the Finance, Council Affairs and Administrative Services Committee was presented for passage.

July 14, 2009

To: Mayor DiCianni and Members of the City Council

Re: Joint Park District/City Committee

The Finance, Council Affairs and Administrative Services Committee met July 13, 2009, to consider a request from the Elmhurst Park District regarding a joint Park District/City Committee.

The Elmhurst Park District has proposed that a Park District/City Committee be established, consisting of two Park Commissioners, two City Council members, the City Manager and the Elmhurst Park District Executive Director. This Committee would meet twice per year, and other times as needed.

The Finance Committee has considered this proposal. The Finance Committee believes that ongoing intergovernmental communication that is both timely and effective is desirable. The Finance Committee recognizes that a structured, twice-a-year meeting would be appropriate in terms of consistency, but the Committee also agrees that this joint committee should meet as needed to discuss issues that require input from both governmental bodies.

The Finance Committee supports establishing a joint Park District/City Committee, to meet formally twice a year, and to meet other times on an as needed basis. The Finance Committee also supports the format proposed by the Elmhurst Park District, and recommends that the two City Council members be appointed by the Mayor, from a list of City Council volunteers, for two year terms.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council accept the proposal from the Elmhurst Park District to establish a formal joint Park District/City Committee.

Respectfully submitted,
Finance, Council Affairs and
Administrative Services Committee

/s/ Stephen Hipskind
Chairman

/s/ Kevin York
Vice-Chairman

/s/ Mark Mulliner

/s/ Diane Gutenkauf

Alderman Hipskind moved to approve item **6b. Report – Joint Park District/City Committee.**
Alderman York seconded.

Alderman Hipskind reviewed item **6b. Report – Joint Park District/City Committee.**

Alderman Healy stated as a former member of the Park Board he thinks this relationship will be a good thing and potentially save money.

Roll call vote on item **6b. Report – Joint Park District/City Committee:**

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

Nays: None

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

REPORTS AND RECOMENDATIONS OF APPOINTED AND ELECTED OFFICIALS

7. a. UPDATES (Mayor Marcucci)

Mayor DiCianni reported he and City Manager Borchert met with County Board Chairman Schillerstrom and Acting Commissioner, Department of Aviation for the City of Chicago Rosemarie Andolino, to discuss the ring road impact and any O'Hare Airport expansion benefits to Elmhurst. He stated there was discussion on the North Avenue/294 impact on Elmhurst which has been a big concern for the 3rd Ward. The Mayor reported these items are being looked at and Elmhurst has a voice at the table. The Mayor stated he and the Mayor of Northlake, have agreed for an engineering study to further look at the problem.

Mayor DiCianni announced a Capital Bill was passed in Springfield. Mayor DiCianni stated \$1million has been secured for Capital projects:

\$300,000 Spring Road
\$300,000 Wilder Park
\$250,000 Plunkett Park
\$100,000 One Room Schoolhouse

The Mayor stated the City will receive just under \$1million in Motor Fuel Tax (MFT) money. He stated the City may receive a grant from Metra for \$2-\$2.5 million. Mayor DiCianni thanked our state representatives and senators for looking out for Elmhurst. He also thanked City Manager Borchert for keeping in close contact with them.

Alderman Bram spoke of the airplane noise in Elmhurst and asked the Mayor and/or City Manager to keep elected officials and residents apprised of any meetings they have as it pertains to O'Hare Airport expansion.

Alderman Gutenkauf asked the City Manager does he have is the list of merchants that the City Centre was to provide to Council.

The City Manager replied he will get a copy to her.

Alderman Leader stated he too is in favor of monitoring the situation of the O'Hare Airport noise.

Alderman Mulliner congratulated the Police Department for receiving the "Best SUV" award from Law & Order magazine's 2009 Vehicle Design Contest for the new Chevy Tahoe squad car design.

ORDINANCE

8. a. **O-29-2009 – AN ORDINANCE ESTABLISHING SPECIAL SERVICE AREA NUMBER TWELVE OF THE CITY OF ELMHURST (GLADYS AVENUE)**

Ordinance O-29-2009 was presented for passage.

Alderman Hipkind moved to approve item **8a. O-29-2009 – An Ordinance Establishing Special Service Area Number Twelve of the City of Elmhurst (Gladys Avenue)**. Alderman York seconded.

Aldermen Shea, Bram and Morley spoke of their support of the sidewalks on Gladys stating the process was followed correctly and the SSA should be established. Suggestions were made to take a second look at the policy and procedure.

Aldermen Leader and Kennedy spoke against the sidewalks on Gladys because of the financial burden it will have on the residents.

Discussion ensued regarding the policy and procedures of establishing new sidewalks.

Roll call vote on item **8a. O-29-2009 – An Ordinance Establishing Special Service Area Number Twelve of the City of Elmhurst (Gladys Avenue)**:

Ayes: Hipkind, York, Gutenkauf, Shea, Bram, Morley, Mulliner, Mayor DiCianni

Nays: Pezza, Leader, Nybo, Healy, Kennedy, Wagner

Results: 8 ayes, 6 nays, 1 absent
Motion carried

OTHER BUSINESS

9. a. **APPROVAL BY MOTION OF I.U.O.E. UNION/CITY AGREEMENT AMENDMENT**

City Manager Borchert reviewed the *Side Letter of Agreement Between the City of Elmhurst and IUOE Local 150*, the Public Works Union.

Alderman Mulliner moved to approve the *Side Letter of Agreement Between the City of Elmhurst and IUOE Local 150*. Alderman Hipkind seconded. Roll Call vote:

Ayes: Mulliner, Hipkind, Gutenkauf, Pezza, Shea, Leader, Bram, York, Nybo, Healy, Kennedy, Morley, Wagner

Nays: None

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

ANNOUNCEMENTS

10. Alderman Mulliner thanked the Public Works IUOE Union for helping the City out in these tough economic times; in the long term it will be beneficial. The Public Works employees do a great job.

ADJOURNMENT

11. Alderman Bram moved to adjourn the meeting. Aldermen Healy seconded. Voice Vote. Motion carried. Meeting adjourned 11:15 p.m.

Peter P. DiCianni, III, Mayor

Patty Spencer, City Clerk

Vaudelwane

MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF THE ELMHURST, ILLINOIS
HELD ON MONDAY, AUGUST 3, 2009
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, AUGUST 3, 2009
209 NORTH YORK STREET
ELMHURST, ILLINOIS**

CALL TO ORDER/ PLEDGE OF ALLEGIANCE/ROLL CALL

Attendance: 23

1. In the absence of Mayor DiCianni, the Regular Meeting of the Elmhurst City Council was called to order by City Clerk Spencer at 7:30 p.m.

Present: Diane Gutenkauf, Paula Pezza, Pat Shea, Norman Leader, Susan J. Rose, Michael J. Bram, Kevin L. York, Chris Nybo, Chris Healy, Steve Morley, Jim Kennedy, Patrick Wagner

Absent: Stephen Hipskind, Mark A. Mulliner

Also in Attendance: City Treasurer Dyer, City Attorney Storino, Police Chief Neubauer, Public Works Director Hughes, Museum Director Bergheger

City Clerk Spencer asked for a motion and second to appoint a Mayor Pro-Tempore for tonight's meeting.

Alderman Wagner moved to appoint Alderman Rose Mayor Pro-Tempore for tonight's meeting. Alderman Nybo seconded. Voice vote, motion carried.

RECEIPT OF WRITTEN COMMUNICATIONS AND PETITIONS FROM THE PUBLIC

2. None.

PUBLIC FORUM

3. Gilbert Fischer
586 N. Van Auken
Elmhurst, IL 60126

Spoke regarding the City's spending and higher taxes in Elmhurst which have driven residents out of town.

Val Stewart
135 S. York #508
Elmhurst, IL 60126

Spoke regarding the One Room School House and asked the Council to approve the committee report, *Bids for the Interior Renovations and Washroom Facilities – One Room School*. Ms. Stewart invited the Council to attend Rockin' the Schoolhouse, a fundraiser to be held on Saturday, November 7, 2009. The fundraiser, sponsored by the Elmhurst Heritage Foundation, will be held at Drury Lane in Oakbrook at 6:00 p.m.

Darlene Heslop
200 N. Michigan #227
Elmhurst, IL 60126

Spoke regarding the no bid contract with Arco/Murray. She also addressed Chief Neubauer stating red light cameras, should they be installed, should be for safety reasons, not to increase revenues.

Bob Demski
257 Walnut
Elmhurst, IL 60126

Spoke of the economic condition of the City and his objection to the no bid contract for the Larch Avenue parking deck.

CONSENT AGENDA

4. The following items on the Consent Agenda were presented:
 - a. MINUTES OF REGULAR MEETING HELD ON MONDAY, JULY 20, 2009 (City Clerk Spencer): Approve as published
 - b. MINUTES OF THE EXECUTIVE SESSION HELD ON MONDAY, JULY 20, 2009 (City Clerk Spencer): Receive and place on file
 - c. ACCOUNTS PAYABLE – JULY 31, 2009 TOTAL \$ 1,748,386.71
 - d. APPOINTMENT TO THE ZONING AND PLANNING COMMISSION – BRENDAN J. HILL (Mayor DiCianni): Concur with the Mayor's recommendation

July 16, 2009

To: Members of the City Council
Re: Appointment to the Zoning and Planning Commission – Brendan J. Hill

With your advice and consent, I will appoint Mr. Brendan J. Hill (see attached application) to the Zoning and Planning Commission for a term to expire on February 20, 2014. He will be replacing Mr. Jeff T. Ernst whose term expired on February 20, 2009.

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

- e. BIDS, 2009 FIRE HYDRANT AND WATERMAIN VALVE REPAIR PROGRAM (City Clerk Spencer): Refer to the Public Works and Buildings Committee

July 22, 2009

TO: Mayor DiCianni and Members of the City Council
RE: Bids, 2009 Fire Hydrant and Watermain Valve Repair Program

In response to an invitation to bid for the 2009 Fire Hydrant and Watermain Valve Repair Program advertised in the Elmhurst Press on Friday, July 3, 2009, bids were received from eleven area contractors.

Bids were opened at 10:00 a.m. on Tuesday, July 21, 2009, and following is a summary of the bids received:

<u>Contractor</u>	<u>Total Cost</u>
Kings Point General Cement, Inc. (Bensenville, IL)	\$107,817.00
Mauro Sewer Construction, Inc. (Des Plaines, IL)	\$109,973.00
Suburban General Construction, Inc. (LaGrange Park, IL)	\$124,386.00
Gerardi Sewer and Water Company (Norridge, IL)	\$134,299.00
Brothers Asphalt Paving, Inc. (Addison, IL)	\$148,705.00
Cerniglia Company, Inc. (Melrose Park, IL)	\$149,807.00

Swallow Construction Corporation (Downers Grove, IL)	\$157,000.00
Riccio Construction Corporation (Palos Park, IL)	\$167,171.00
L.M. Johnson & Sons Services, Inc. (Maple Park, IL)	\$167,800.50
Vian Construction Company, Inc. (Elk Grove Village, IL)	\$170,933.00
Dawn Companies, Inc. (Joliet, IL)	\$192,213.25

Respectfully submitted,
/s/ Patty Spencer
City Clerk

- f. BIDS, 2009 SIDEWALK REPLACEMENT PROGRAM (City Clerk Spencer): Refer to the Public Works and Buildings Committee

July 27, 2009

TO: Mayor DiCianni and Members of the City Council
RE: 2009 Sidewalk Replacement Program

The Public Works and Buildings Committee met on Monday, July 27, 2009 to review bids for the 2009 Sidewalk Replacement Program. The bids received are summarized on Attachment "A".

The work in general consists of the removal and replacement of existing sidewalk and curb and gutter and the installation of new sidewalk at various locations throughout the City. This is a program where the City is responsible for 100% of the expense to replace hazardous public sidewalk.

Strada Construction Company of Addison, Illinois submitted the lowest responsible bid meeting all of the bidding requirements. Strada's bid was \$70,330.00. Strada Construction Company has completed similar work previously for the City of Park Ridge, the Village of North Riverside and the City of West Chicago. All communities report that the work was completed in a satisfactory manner.

Monies have been provided in the FY 2009/10 budget in the amount of \$ 75,000.00 in account number 110-6041-432-30-70.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the bid from the lowest responsible bidder, Strada Construction Company, in the amount of \$70,330.00 be accepted and that a resolution be prepared approving this program.

Respectfully submitted,
/s/ Patty Spencer
City Clerk

- g. REPORT – 2009 WATER METER PURCHASE The following report of the Public Works and Buildings Committee was presented:

July 27, 2009

TO: Mayor DiCianni and Members of the City Council
RE: 2009 Water Meter Purchase

The Public Works and Buildings Committee met on Monday, July 27, 2009 to discuss the purchase of Automated Meter Reading (AMR) units necessary for new construction, water meter upgrades, replacement of existing water meters AMR units, and to continue our radio AMR system integration project.

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

City staff has checked with other nearby municipalities to inquire as to their Neptune pricing under term contacts. In all cases, staff found pricing for Elmhurst to be very competitive and inline with other municipalities of similar size.

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

<u>Quantity</u>	<u>Meter Type</u>	<u>Unit Price</u>	<u>Total Cost</u>
2250	R900 AMR Unit	\$82.00	\$184,500.00

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

Funds have been provided in the 2009/2010 budget, Municipal Utility Fund, account number 510-6052-501-40-68 (Water Meters), in the amount of \$350,000 for the purchase of water meters and AMR units.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the purchase of AMR units from Neptune Technologies for the 2009/2010 budget year, in a total amount not to exceed \$184,500.00, be accepted and that a resolution be prepared authorizing this purchase.

Respectfully submitted,
Public Works and Building Committee

/s/ Jim Kennedy
Chairman

/s/ Michael J. Bram
Vice-Chairman

/s/ Pat Shea

/s/ Chris Healy

- h. REPORT – 2009 SIDEWALK REPLACEMENT PROGRAM The following report of the Public Works and Buildings Committee was presented:

July 27, 2009

TO: Mayor DiCianni and Members of the City Council
RE: 2009 Sidewalk Replacement Program

The Public Works and Buildings Committee met on Monday, July 27, 2009 to review bids for the 2009 Sidewalk Replacement Program. The bids received are summarized on Attachment "A".

The work in general consists of the removal and replacement of existing sidewalk and curb and gutter and the installation of new sidewalk at various locations throughout the City. This is a program where the City is responsible for 100% of the expense to replace hazardous public sidewalk.

Strada Construction Company of Addison, Illinois submitted the lowest responsible bid meeting all of the bidding requirements. Strada's bid was \$70,330.00. Strada Construction Company has completed similar work previously for the City of Park Ridge, the Village of North Riverside and the City of West Chicago. All communities report that the work was completed in a satisfactory manner.

Monies have been provided in the FY 2009/10 budget in the amount of \$ 75,000.00 in account number 110-6041-432-30-70.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the bid from the lowest responsible bidder, Strada Construction Company, in the amount of \$70,330.00 be accepted and that a resolution be prepared approving this program.

Respectfully submitted,
Public Works and Building Committee

/s/ Jim Kennedy

Chairman

/s/ Michael J. Bram

Vice-Chairman

/s/ Pat Shea

/s/ Chris Healy

- i. REPORT – 2009 FIRE HYDRANT AND WATERMAIN VALVE REPAIR PROJECT The following report of the Public Works and Buildings Committee was presented:

July 27, 2009

TO: Mayor DiCianni and Members of the City Council
RE: 2009 Fire Hydrant and Watermain Valve Repair Project

The Public Works and Buildings Committee met on Monday, July 27, 2009 to review bids received for the 2009 Fire Hydrant and Watermain Valve Repair Project. The bids are summarized on Attachment "A".

The work includes the removal and replacement of 14 fire hydrants and 4 water main valves, and related restoration work at various locations throughout the City including work in the Yorkfield area south of Butterfield Road where the City owns the water system.

Kings Point General Cement, Inc. of Bensenville, IL, submitted the lowest responsible bid meeting all of the bidding requirements. Kings Point's bid was \$107,847.00. Kings Point General Cement, Inc has worked for the City in the past and completed similar work for Elmhurst, and other municipalities in a satisfactory manner.

Monies have been provided in the FY 2009/10 Budget in the Municipal Utility Fund, in the amount of \$75,000 in account number 510-6052-501-30-85, and \$75,000 in account number 510-6052-501-30-86 for this project.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the bid from the lowest responsible bidder, Kings Point General Cement, Inc., in the amount of \$107,847.00, be accepted, and that a resolution be prepared approving this project.

Respectfully submitted,
Public Works and Building Committee

/s/ Jim Kennedy

Chairman

/s/ Michael J. Bram

Vice-Chairman

/s/ Pat Shea

/s/ Chris Healy

- j. REPORT – FUEL ISLAND MANAGEMENT AND INVENTORY SYSTEM PURCHASE The following report of the Public Works and Buildings Committee was presented:

July 27, 2009

TO: Mayor DiCianni and Members of the City Council
RE: Fuel Island Management and Inventory System Purchase

The Public Works and Buildings Committee met on Monday, July 27, 2009 to discuss the purchase of a Fuel Island Management and Inventory System. This is an automated system used to capture the quantity of fuel dispensed, vehicle and equipment I.D., driver I.D. odometer reading, time and date of transaction, type of product dispensed and department usage. This system is also used for billing the Park District and School District 205 for fuel supplied from the Public Works fuel island.

A Request for Proposals (RFP) was sent to four (4) qualified vendors which are listed as follows:

<u>Vendor</u>	<u>Total Price</u>
Accurate Tank of N. Aurora, IL	\$25,376.00
Trax Engineering of Tallahassee, FL	\$35,100.00
Fuel Force of Princeton, NJ	Declined
Superior Petroleum of Wheaton, IL	Declined

In accordance with the City of Elmhurst and Elmhurst Park District Intergovernmental Agreement, the Park District will pay 25 percent (\$6,344.00) of the price of the installation of the fuel island management and inventory system.

The bid includes the provision of a manual entry fueling system similar to what the City has today, with current software and hardware. It also includes a fully automated RFID system which automatically activates the appropriate dispenser and records information such as mileage, hours of use, and engine trouble items. This includes the reader at the pump and 30 Smart Tag units which are to be installed in police and fire vehicles.

The RFP requested vendors to supply and install a complete Automated Fuel Management System that will control and record the individual dispensing of fuel and provide accurate and timely equipment data while accounting for all the fuel that is dispensed. The vendor is to supply all necessary computer hardware/software for interface with City's vehicle management system.

As part of the RFP, demonstrations of the proposed system and site reviews were performed at the Public Works Garage. Various tasks were demonstrated in order to see how well each vendor's system performed. The demonstrations allowed staff to evaluate each unit's performance in terms of operation, data stream transfer, data storage and durability while operating under outside environmental conditions.

After all the demonstrations were completed a final selection was made. City staff found the Fuel Master System with Aim 2 technology from Accurate Tank of North Aurora, IL, the best selection. The performance of the Fuel Master System was superior. The City currently has a Petrovend System which was purchased 15 years ago, the software and hardware for this system is no-longer supported.

Funds have been provided in the FY2009/2010 under account 110-6047-512-80-98, in the amount of \$32,000 for the purchase of this system.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the proposal from Accurate Tank of North Aurora, Illinois for the Fuel Master System with Aim 2 technology be accepted in the amount of \$25,376.00 and that a resolution be drafted approving this purchase.

Respectfully submitted,
Public Works and Building Committee

/s/ Jim Kennedy
Chairman

/s/ Michael J. Bram
Vice-Chairman

/s/ Pat Shea

/s/ Chris Healy

- k. REPORT – LIQUOR LICENSE REQUEST: FINN MCCOOL'S The following report of the Public Affairs and Safety Committee was presented:

July 27, 2009

To: Mayor DiCianni and Members of the City Council
Re: Liquor License Request: Finn McCool's

The Public Affairs and Safety Committee met on July 27, 2009 to discuss the liquor license request by Finn McCool's. A representative from Finn McCool's was present to explain their business plan and answer the Committee's questions.

Finn McCool's will be located at 122 S. York Street; they will be an Irish Pub themed food and drink establishment including a fenced beer garden and private party facilities. Finn McCool's will feature sports viewing, serving lunch and dinner of reasonably priced appetizers, burgers, soups, salads and sandwiches, with daily specials. Food will be available for take-out as well as dine-in. The hours of operation will be 11:00 a.m. to 12:45 a.m. (the next day) Sunday through Thursday and 11:00 a.m. to 1:45 a.m. (the next day) Friday and Saturday. The sale of alcohol will start at 12:00 noon on Sundays. On various nights they will feature DJ's, karaoke or live acoustical bands. The goal will be to create a relaxing and fun atmosphere for Elmhurst to enjoy.

There are currently three Finn McCool's operating in Schaumburg, Crystal Lake and downtown Chicago. They have been well received by all of the communities and are very successful. The Elmhurst location will employ a staff of approximately 50 people.

All state and local laws and ordinances will be enforced and followed. The floor and business plans has been reviewed and the Committee agreed with all aspects of the business plan and concurred that a Class "RL" liquor license would be appropriate.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Attorney be authorized to prepare the appropriate ordinance to provide the availability of a Class "RL" liquor license for Finn McCool's.

Respectfully submitted,
Public Affairs and Safety Committee
/s/ Patrick Wagner
Chairman
/s/ Chris Nybo
Vice-Chairman
/s/ Paula Pezza

I. REPORT – MELROSE AVENUE – NORTH AVENUE TO WILLOW ROAD PARKING RESTRICTIONS The following report of the Public Affairs and Safety Committee was presented:

July 27, 2009

To: Mayor DiCianni and Members of the City Council
Re: Melrose Avenue – North Avenue to Willow Road Parking Restrictions

The Public Affairs and Safety Committee met on July 27, 2009 to discuss a request from the area residents to prohibit parking on the north side of Melrose Avenue, from North Avenue to Willow Road during drop-off and pick-up periods at Field School. Neighborhood concerns include difficulty with driveway access, street congestion, and issues with school bus and emergency vehicle access.

Survey results show 67% indicate support to restrict parking on the north side of Melrose Avenue, from North Avenue to Willow Road during drop-off and pick-up periods at Field School.

It is therefore, the recommendation of the Public Affairs and Safety Committee that the appropriate ordinance be drafted and adopted by the City Council to restrict parking on the north side of Melrose Avenue, from North Avenue to Willow Road during drop-off and pick-up periods at Field School.

Respectfully submitted,
Public Affairs and Safety Committee
/s/ Patrick Wagner

Chairman
/s/ Chris Nybo
Vice-Chairman
/s/ Paula Pezza

- m. REPORT – HILLSIDE AVENUE – ELDRIDGE PARK TO VAN BUREN STREET PARKING RESTRICTIONS The following report of the Public Affairs and Safety Committee was presented:

July 27, 2009

To: Mayor DiCianni and members of the City Council
Re: Hillside Avenue – Eldridge Park to Van Buren Street Parking Restrictions

The Public Affairs and Safety Committee met on July 27, 2009 to discuss a request from the area residents to prohibit parking at all times on the west side of Hillside Avenue from Eldridge Park to Van Buren Street. The request is in response to the parking situation created by the use of Eldridge Park during various sporting events.

Survey results show 88% indicate support to prohibit parking on the west side of Hillside Avenue from Eldridge Park to Van Buren Street.

It is therefore, the recommendation of the Public Affairs and Safety Committee that the appropriate ordinance be drafted and adopted by the City Council to restrict parking on the west side of Hillside Avenue from Eldridge Park to Van Buren.

Respectfully submitted,
Public Affairs and Safety Committee
/s/ Patrick Wagner
Chairman
/s/ Chris Nybo
Vice-Chairman
/s/ Paula Pezza

- n. REPORT – HOWARD AVENUE – NORTH OF MELROSE AVENUE PARKING RESTRICTIONS The following report of the Public Affairs and Safety Committee was presented:

July 27, 2009

To: Mayor DiCianni and Members of the City Council
Re: Howard Avenue – North of Melrose Avenue Parking Restrictions

The Public Affairs and Safety Committee met on July 27, 2009 to discuss a request from the area residents to prohibit parking on both sides of Howard Avenue – north of Melrose Avenue during drop-off and pick up periods at Field School. Neighborhood concerns include difficulty with driveway access, street congestion, and issues with school bus and emergency vehicle access.

Survey results show 67% indicate support to restrict parking on both sides of Howard Avenue – north of Melrose Avenue during drop-off and pick-up periods at Field School.

It is therefore, the recommendation of the Public Affairs and Safety Committee that the appropriate ordinance be drafted and adopted by the City Council to restrict parking on both sides of Howard Avenue – north of Melrose Avenue during drop-off and pick up periods at Field School.

Respectfully submitted,
Public Affairs and Safety Committee
/s/ Patrick Wagner
Chairman
/s/ Chris Nybo
Vice-Chairman
/s/ Paula Pezza

- o. REPORT – WATER AND SEWER RATES FOR ELMHURST RESIDENTS ON WRIGHTWOOD AVENUE The following report of the Finance, Council Affairs and Administrative Services Committee was presented:

June 23, 2009

To: Mayor DiCianni and Members of the City Council
Re: Water and Sewer Rates for Elmhurst Residents on Wrightwood Avenue

The Finance, Council Affairs and Administrative Services Committee met twice, most recently June 22, 2009, to consider the referral from Alderman Bram to review water and sewer rates for Elmhurst residents on Wrightwood Avenue.

In 1990, a voluntary annexation petition was filed with the City of Elmhurst for seven parcels of land on the north side of Wrightwood Avenue (277-301 E. Wrightwood Avenue), which were located in unincorporated Country Club Highlands, abutting the City's northeast corner. The attorney for the property owners stated in documents submitted to the City that the owners recognized that they would be serviced by Citizens Utility (now Illinois American Water Company) for water and sewer. The committee report recommending the voluntary annexation, which was approved August 6, 1990, also stated that these properties are serviced by Citizens Utility for water and sewer. The annexation ordinance O-01-91 was approved by the City Council on February 19, 1991.

Illinois American Water Company (IAWC) provides water distribution and wastewater collection services for several Facility Planning Areas (FPA) in Illinois, including the FPA commonly known as Country Club Highlands, which includes the properties on Wrightwood Avenue. The City has two contracts with IAWC with regard to the Country Club Highlands FPA. One contract is a wheeling agreement to "wheel" Lake Michigan water from DuPage Water Commission through Elmhurst to IAWC's water pumping station for the Country Club Highlands area. The second contract is for wastewater treatment. The IAWC infrastructure collects wastewater and delivers it through a metering station to the City's sewer infrastructure for treatment at the City's wastewater treatment plant. The IAWC is invoiced monthly for both services provided by Elmhurst.

IAWC is a private for-profit utility company, and its water and sewer rates are regulated and approved by the Illinois Commerce Commission (ICC). The rates for service to the Country Club Highlands customers are higher than the City's water and sewer rates, and the residents on Wrightwood Avenue would like to either receive water and sewer service from the City of Elmhurst or be charged the City's water and sewer rates. The City has discussed removing the seven parcels on Wrightwood Avenue from their system with IAWC more than once, and IAWC has responded that they are not interested in releasing those parcels. Even if the properties were released by IAWC, the residents are aware that they would bear the expense of the infrastructure needed to connect to the City water and sewer systems, which is estimated to be about \$400,000 for the seven parcels. The City also discussed with IAWC the possibility of IAWC charging different rates for the Wrightwood Avenue customers. IAWC said that a different rate structure for Wrightwood Avenue residents is not possible due to ICC regulations.

Staff noted that not all Elmhurst residents receive water and sewer service from the City. There are approximately thirty properties in the south section of the City that receive water service from the City but receive sewer service from the Flagg Creek Facility Planning Area, including the Elmhurst Center for Health and the new Elmhurst Memorial Hospital.

After discussion, it was the consensus of the Finance Committee that the City of Elmhurst has neither jurisdiction nor authority regarding the water and sewer service provided by IAWC to the Country Club Highlands FPA, which includes the seven parcels on Wrightwood Avenue in Elmhurst. Until such time as IAWC would consider a change in the FPA boundaries as they relate to the Country Club Highlands FPA, the City has no course of action.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council take no action at this time regarding the water and sewer rates for Elmhurst residents on Wrightwood Avenue.

Respectfully submitted,
Finance, Council Affairs and
Administrative Services Committee
/s/ Stephen Hipskind

Chairman
/s/ Kevin York
Vice-Chairman
/s/ Mark Mulliner
/s/ Diane Gutenkauf

- p. **REPORT – ILLINOIS MUNICIPAL RETIREMENT FUND CONTRIBUTION RATE FOR CALENDAR YEAR 2010** The following report of the Finance, Council Affairs and Administrative Services Committee was presented:

July 28, 2009

To: Mayor DiCianni and Members of the City Council
Re: Illinois Municipal Retirement Fund Contribution Rate for Calendar Year 2010

The Finance, Council Affairs and Administrative Services Committee met July 27, 2009, to review the Illinois Municipal Retirement Fund (IMRF) contribution rate for calendar year 2010.

IMRF is a pension program that covers employees who work more than 1,000 hours annually, and who are not covered by the police pension or firefighter pension programs. Employees covered by IMRF contribute 4.5% of salary to the plan, as determined by state statute. Employers, i.e. City of Elmhurst, each pay their own unique rate determined by outside actuaries. The rate is based on the employer's member demographics and the individual funded status of the employer's plan. Economic events in 2008 impacted the asset base of IMRF; the estimated 2008 return is -24.8%. While recent investment losses will not impact IMRF's ability to continue paying benefits to retirees, there will be an impact on the contribution rate for employers.

The IMRF Board of Trustees recognizes the budget challenges that employers are facing, and the Board has adopted a plan to phase in 2010 employer rate increases. An employer can choose the actuarial required contribution rate (ARC) which was calculated by IMRF's actuaries and reflects the recovery of the employer's actuarial accrued unfunded liability, or the optional phase-in plan rate which is capped at a 10% increase over the 2009 rate. On an ongoing basis, if an employer chooses the optional phase-in plan, the employer's phase-in rate would be increased by 10% annually until the rate reached the employer's ARC rate. For the City, the ARC for calendar year 2010 is 12.70% and the optional phase-in rate is 10.73%. The City's current calendar year 2009 ARC rate is 9.75%.

The approximately 2% difference between the City's ARC and optional phase-in rate equates to an estimated \$140,000 impact on the General Fund and Motor Fuel Tax Fund. Staff noted that an even greater increase in the ARC had been anticipated and budgeted. Calendar year 2010 straddles two budget years; a 12% ARC rate was budgeted in fiscal 2010 and a 14% ARC rate was budgeted in 2011. Assuming the 2010 ARC rate of 12.70%, the actual rate for fiscal 2010 will be 10.73% (eight months at 9.75% and four months at 12.70%), which is within the budgeted 12%. The actual rate for fiscal 2011 cannot yet be determined. Staff also noted that it has been the City Council's practice to annually fund all pension funds at the actuarially determined contribution levels. Using a phase-in rate will result in higher contributions over the long term due to the additional carrying costs on the resulting higher unfunded liability. Given that there is sufficient budget to cover the 12.7% ARC rate, that the phase-in option will result in greater costs in the future, and the City Council's practice of funding pension obligations today rather than push the obligation to some future year, staff recommends funding IMRF at the ARC rate of 12.70% for calendar year 2010. After discussion, the Finance Committee concurred with staff recommendation.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council approve the actuarial required contribution rate of 12.70% for the City of Elmhurst's calendar year 2010 contribution to the Illinois Municipal Retirement Fund.

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

/s/ Diane Gutenkauf

- q. REPORT – TIMOTHY CHRISTIAN SCHOOLS – REQUEST FOR EXTENSION The following report of the Development, Planning and Zoning Committee was presented:

July 27, 2009

TO: Mayor DiCianni and Members of the City Council

RE: Timothy Christian Schools – Request for Extension

Request for a six month extension of the Conditional Use approved by Ordinance ZO-01-2009, for the property known as 188 W. Butterfield Road.

The Development, Planning and Zoning Committee met on July 27, 2009 and discussed this item under other business. The Committee reviewed the letter dated July 20, 2009 from the applicant requesting a 6-month extension. The letter indicates that the Timothy Christian School additions (approved by Ordinance ZO-01-2009) are not substantially underway at this time due to economic conditions.

The Committee discussed this matter and the conditions associated with the request. There were no serious questions or issues during review of the original application, and the Committee does not anticipate any problems with providing the requested extension. The Committee supports the request and has no objections to the requested extension.

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

Respectfully submitted,
Development, Planning and Zoning Committee

/s/ Steven Morley

Chairman

/s/ Susan J. Rose

Vice-Chairman

/s/ Norman Leader

- r. REPORT – PROPOSED ZONING ORDINANCE AMENDMENT – PAWN SHOPS The following report of the Development, Planning and Zoning Committee was presented:

July 28, 2009

TO: Mayor DiCianni and Members of the City Council

RE: Proposed Zoning Ordinance Amendment - Pawn Shops

The Development, Planning and Zoning Committee met on July 27, 2009 and discussed this item under other business. The Committee reviewed the Zoning Ordinance that identifies pawn shops as permitted uses in all commercial districts except C4A.

The Committee discussed public safety issues involving pawn shops and noted that these uses should be reevaluated as to whether they should remain permitted uses in the C4 Central Business District, or in the C1 or C2 districts which are generally near and abutting single family residential properties.

Therefore, it is the recommendation of the Development, Planning and Zoning Committee that City Council authorize the Zoning & Planning Commission to hold a public hearing to discuss proposed Zoning Ordinance text amendments as they relate to pawn shops.

Respectfully submitted,
Development, Planning and Zoning Committee

/s/ Steven Morley

Chairman

/s/ Susan J. Rose

Vice-Chairman

/s/ Norman Leader

- s. REPORT – REVIEW OF PROPOSED ZONING ORDINANCE AMENDMENTS – SIGNS The following report of the Development, Planning and Zoning Committee was presented:

July 28, 2009

TO: Mayor DiCianni and Members of the City Council
RE: Review of Proposed Zoning Ordinance Amendments - Signs

The Development, Planning and Zoning Committee discussed the topic of real estate “open house” signs under Other Business on July 13, 2009, and as an agenda item on July 27, 2009. The Committee and Staff discussed current Zoning Ordinance regulations applicable to real estate ‘open house’ signs and residential ‘garage sale’ signs. The Committee also discussed alternative methods for handling these signs.

The DPZ Committee and Staff noted that such signs are typically placed on a temporary basis only, primarily on weekends. These signs are usually placed in parkways, at or near street intersections, to make them most visible to motorists. However, current Zoning Ordinance regulations prohibit signs (other than government/traffic signs) from being placed in right-of-ways, which includes parkways, so technically such signs are not permitted.

The Committee then discussed enforcement priorities of City Staff, as well as the visual and physical impact of open house and garage sale signs. They concluded that:

- These signs are typically small and unobtrusive, and are usually removed promptly by those parties (residents or real estate agents) that first placed them.
- Zoning Ordinance amendments should be reviewed and amended to allow real estate open house and garage sale signs in parkways (right-of-ways) on a limited basis, primarily during weekend periods corresponding to such events.

On July 27, 2009 the Committee also discussed commercial real estate signs noting that the Zoning Ordinance limits these signs to sixteen (16) square feet. The I1 Restricted Industrial and C3 General Commercial districts are comprised of larger lots that do not have properties that front single family residential lots. Because the industry standard is 32 square feet (a typical 4 by 8 sheet of plywood or other material), the Committee agreed that the issue of allowing these larger commercial real estate signs should be considered. They further supported providing an opportunity for input from all concerned stakeholders in a public hearing as a part of this process.

The Committee also discussed development (‘coming soon’) signs which are erected on a temporary basis during site development. The Committee agreed that the Zoning Ordinance should be reviewed to consider allowing the use of these signs.

It is therefore, the recommendation of the Development, Planning and Zoning Committee that the City Council authorize the Zoning & Planning Commission to hold a public hearing on proposed text amendments to the Zoning Ordinance for open house, garage sale, commercial real estate and site development signs.

Respectfully submitted,
Development, Planning and Zoning Committee
/s/ Steven Morley
Chairman
/s/ Susan J. Rose
Vice-Chairman
/s/ Norman Leader

- t. ZO-06-2009 – AN ORDINANCE TO APPROVE AND AUTHORIZE THE EXECUTION OF A CORRECTIVE ACTION RIGHT-OF WAY AGREEMENT BY AND BETWEEN THOMAS LEACH, SR. AND THE CITY OF ELMHURST FOR THE PROPERTY COMMONLY KNOWN AS 575 SOUTH YORK ROAD

Ordinance ZO-06-2009 was presented for passage.

- u. R-16-2009 – A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT BETWEEN THE CITY OF ELMHURST NERI BROTHERS CONSTRUCTION FOR THE PROSPECT AVENUE PUBLIC UTILITY IMPROVEMENT

Resolution R-16-2009 was presented for passage.

- v. R-17-2009 – A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT BETWEEN THE CITY OF ELMHURST AND ADVANTAGE 2 CONCRETE RAISING FOR THE 2009 SIDEWALK REPAIR PROGRAM (SLABJACKING)

Resolution R-17-2009 was presented for passage.

- w. R-18-2009 – A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT BETWEEN THE CITY OF ELMHURST AND ALPHA PAINTWORKS FOR THE STREETLIGHT POLE PAINTING PROJECT

Resolution R-18-2009 was presented for passage.

- x. R-19-2009 – A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT BETWEEN THE CITY OF ELMHURST AND G & M CEMENT CONSTRUCTION, INC., FOR THE 2009 CONCRETE PAVEMENT PATCHING PROJECT

Resolution R-19-2009 was presented for passage.

- y. R-20-2009 – A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT BETWEEN THE CITY OF ELMHURST AND STRADA CONSTRUCTION COMPANY FOR THE 2009 SIDEWALK REPLACEMENT PROGRAM

Resolution R-20-2009 was presented for passage.

- z. R-21-2009 – A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT BETWEEN THE CITY OF ELMHURST AND KINGS POINT GENERAL CEMENT, INC. FOR THE 2009 FIRE HYDRANT AND WATERMAIN VALVE REPAIR PROJECT

Resolution R-21-2009 was presented for passage.

- aa. R-22-2009 – A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT BETWEEN THE CITY OF ELMHURST AND C-A CEMENT COMPANY FOR THE 2009 CONTRACT PAVING PROGRAM

Resolution R-22-2009 was presented for passage.

- bb. R-23-2009 – A RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE ORDER BETWEEN THE CITY OF ELMHURST AND ACCURATE TANK OF NORTH AURORA, ILLINOIS FOR THE FUEL ISLAND MANAGEMENT AND INVENTORY SYSTEMS PURCHASE

Resolution R-23-2009 was presented for passage.

- cc. R-24-2009 – A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF ELMHURST, ILLINOIS, AND NOVAPRO RISK SOLUTIONS, LP. FOR CLAIMS MANAGEMENT AND RELATED SERVICES FOR SELF-INSURED LIABILITY RISKS

Resolution R-24-2009 was presented for passage.

- dd. R-25-2009 – A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF ELMHURST, ILLINOIS, AND EMPLOYER'S CLAIM SERVICE INC., FOR THE ADMINISTRATION OF ILLINOIS WORKERS' COMPENSATION CLAIMS

Resolution R-25-2009 was presented for passage.

Alderman Morley pulled item **4a. Minutes of Regular Meeting Held on Monday, July 20, 2009.** Alderman Pezza pulled items **4c. Accounts Payable – July 31, 2009 Total \$ 1,748,386.71** and **4d. Appointment to the Zoning and Planning Commission – Brendan J. Hill.** Alderman Bram pulled items **4l. Report – Melrose Avenue – North Avenue to Willow Road Parking Restrictions** and **4n. Report – Howard Avenue – North of Melrose Avenue Parking Restrictions.**

Alderman York moved to accept the contents of the Consent Agenda less items **4a. Minutes of Regular Meeting Held on Monday, July 20, 2009, 4c. Accounts Payable – July 31, 2009 Total \$ 1,748,386.71, 4d. Appointment to the Zoning and Planning Commission – Brendan J. Hill, 4l. Report – Melrose Avenue – North Avenue to Willow Road Parking Restrictions** and **4n. Report – Howard Avenue – North of Melrose Avenue Parking Restrictions.** Alderman Bram seconded. Voice vote, motion carried.

Alderman Bram moved to approve the contents of the Consent Agenda less items **4a. Minutes of Regular Meeting Held on Monday, July 20, 2009, 4c. Accounts Payable – July 31, 2009 Total \$ 1,748,386.71, 4d. Appointment to the Zoning and Planning Commission – Brendan J. Hill, 4l. Report – Melrose Avenue – North Avenue to Willow Road Parking Restrictions** and **4n. Report – Howard Avenue – North of Melrose Avenue Parking Restrictions.** Alderman Pezza seconded. Roll call vote:

Ayes: Bram, Pezza, Gutenkauf, Shea, Leader, Rose, York, Nybo, Healy, Morley, Kennedy, Wagner

Nays: None

Results: 12 ayes, 0 nays, 2 absent
Motion duly carried

Alderman Morley stated he pulled item **4a. Minutes of Regular Meeting Held on Monday, July 20, 2009** because he only received the odd number pages of the minutes.

City Clerk Spencer stated that she will provide Council with a full copy of the minutes.

Mayor Pro-Tempore Rose stated item **4a. Minutes of Regular Meeting Held on Monday, July 20, 2009** will be on the next Council meeting agenda for approval.

Alderman Morley moved to approve item **4c. Accounts Payable – July 31, 2009 Total \$ 1,748,386.71.** Alderman Gutenkauf seconded.

Alderman Pezza stated she pulled item **4c. Accounts Payable – July 31, 2009 Total \$ 1,748,386.71** for clarification on page 21, Van Slyke Enterprises. She asked why hand written checks were issued on July 23, 2009 prior to Council approval. She asked what is the policy for checks hand issued before Council approval of the Accounts Payable.

Discussion ensued.

Mayor Pro-Tempore Rose asked Chief Neubauer to ask City Manager Borchert to give a clarification and further explanation of this procedure to Council.

Roll call vote on item **4c. Accounts Payable – July 31, 2009 Total \$ 1,748,386.71:**

Ayes: Morley, Gutenkauf, Pezza, Shea, Leader, Rose, Bram, York, Nybo, Healy, Kennedy, Wagner

Nays: None

Results: 12 ayes, 0 nays, 2 absent
Motion duly carried

Alderman Wagner moved to approve item **4d. Appointment to the Zoning and Planning Commission – Brendan J. Hill**. Alderman Healy seconded.

Alderman Pezza stated she pulled item **4d. Appointment to the Zoning and Planning Commission – Brendan J. Hill** to thank outgoing Commissioner Ernst for his service of eight (8) years on the Zoning & Planning Commission and to welcome Commissioner Hill.

Voice vote to approve item **4d. Appointment to the Zoning and Planning Commission – Brendan J. Hill**, motion carried.

Alderman Bram stated he pulled items **4l. Report – Melrose Avenue – North Avenue to Willow Road Parking Restrictions** and **4n. Report – Howard Avenue – North of Melrose Avenue Parking Restrictions** to include himself and Alderman Rose as requestors for the parking restrictions included in the respective reports.

Alderman Nybo moved to amend item **4l. Report – Melrose Avenue – North Avenue to Willow Road Parking Restrictions** to include Aldermen Bram and Rose as requestors of the parking restrictions, in the first sentence of the report. Alderman Gutenkauf seconded. Voice vote, motion carried.

Alderman Bram moved to approve item **4l. Report – Melrose Avenue – North Avenue to Willow Road Parking Restrictions** as amended. Alderman Nybo seconded. Voice vote, motion carried.

Alderman Bram moved to amend item **4n. Report – Howard Avenue – North of Melrose Avenue Parking Restrictions** to include himself and Alderman Rose as requestors of the parking restrictions, in the first sentence of the report. Alderman Wagner seconded. Voice vote, motion carried.

Alderman Wagner moved to approve item **4n. Report – Howard Avenue – North of Melrose Avenue Parking Restrictions** as amended. Alderman Nybo seconded. Voice vote, motion carried.

COMMITTEE REPORTS

5. a. REPORT – BIDS FOR THE INTERIOR RENOVATIONS AND WASHROOM FACILITIES – ONE ROOM SCHOOL The following report of the Public Works and Buildings Committee was presented:

July 13, 2009

TO: Mayor DiCianni and Members of the City Council

RE: Bids for Interior Renovations and Washroom Facilities - One Room School

The Public Works and Buildings Committee met on Monday, July 13, 2009 to review bids for the renovation of the One Room Schoolhouse (see attached summary).

The work for which bids were received includes restoration of the interior of the schoolhouse, the addition of ADA accessible restrooms, a new electrical service, a new water service, and landscaping.

Bids were advertised in the local newspaper by McHugh Construction and received at City Hall and opened by the City Clerk.

The Churchville One Room Schoolhouse is a historically significant building listed on the National Register of Historical Places as a well-preserved example of a one-room schoolhouse. The building dates back to 1846 and was utilized as a school up until 1930. The City of Elmhurst acquired the schoolhouse from Elmhurst Community Unit District 205 in 2001. Today it is one of very few one-room schoolhouses that survive with historic integrity.

The City has requested McHugh Construction to perform construction management services for this project. McHugh's fees for their services are also listed on the attached bid summary and outlined in

a letter to City Manager Borchert dated May 8, 2009, also attached. Utilizing a construction manager in combination with the state mandated open bid process maximizes the City's opportunity to complete the project on time and under budget and for obtaining the best pricing from quality subcontractors.

The Committee felt that the fees for service and the bids received for the work were reasonable and competitive with other work the City has had done. Funds for this project are in the FY 09/10 budget in account number 110-7060-451-80-23 in the amount of \$440,000. Funds for this work include three state grants totaling \$298,466.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the bid from McHugh Construction for the interior renovations washroom facilities including construction management services in the amount of \$417,019 be accepted.

Respectfully submitted,
Public Works and Building Committee

/s/ Jim Kennedy

Chairman

/s/ Michael J. Bram

Vice-Chairman

/s/ Pat Shea

/us/ Chris Healy

Alderman Kennedy moved to approve item **5a. Report – Bids for the Interior Renovations and Washroom Facilities – One Room School**. Alderman Bram seconded.

Alderman Kennedy reviewed item **5a. Report – Bids for the Interior Renovations and Washroom Facilities – One Room School** stating his support of the project due to the grants received and the additional MFT money which will fund the project to completion. He also stated this will have no impact on the General Fund.

Alderman Bram stated his approval because of good bids and grant money that has been acquired.

Aldermen Healy, Pezza and Rose expressed their support for the project.

Roll call vote on item **5a. Report – Bids for the Interior Renovations and Washroom Facilities – One Room School**:

Ayes: Kennedy, Bram, Gutenkauf, Pezza, Shea, Leader, Rose, York, Nybo, Healy, Morley, Wagner

Nays: None

Results: 12 ayes, 0 nays, 2 absent

Motion duly carried

REPORTS AND RECOMENDATIONS OF APPOINTED AND ELECTED OFFICIALS

6. None.

ORDINANCE

7. a. O-30-2009 – 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, AND PROVIDING FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS

Ordinance O-30-2009 was presented for passage.

Alderman York moved to approve item **7a. O-30-2009 – 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, and Providing for the Levy and Collection of a Direct Annual Tax for the Payment of the Principal of and Interest on Said Bonds. Alderman Gutenkauf seconded.

Alderman Gutenkauf addressed City Treasurer Dyer stating, the recommendation from the F,CA&AS committee report dated July 14, 2009 states "...given the condition that the savings rate be no less than 3.5% of the refunded bond principal," but on page 25 of the ordinance that is not clear.

Discussion ensued.

City Attorney Storino stated that direction and commitment will be met.

Roll call vote on item **7a. O-30-2009 – 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, and Providing for the Levy and Collection of a Direct Annual Tax for the Payment of the Principal of and Interest on Said Bonds:**

Ayes: York, Gutenkauf, Pezza, Shea, Leader, Rose, Bram, Nybo, Healy, Morley, Kennedy, Wagner

Nays: None

Results: 12 ayes, 0 nays, 2 absent

Motion carried

OTHER BUSINESS

8. None.

ANNOUNCEMENTS

9. Alderman York stated a fundraising event for Fetal Alcohol Syndrome will be held on August 16, 2009. It is a motorcycle tour that begins in Elmhurst and ends in Morris for lunch. For more information visit www.fastride.us.

Alderman Kennedy stated he attended Green Fest on Saturday, August 1, 2009. He thanked everyone for their efforts in organizing a great event. He brought old electronics to get rid of them properly and his children enjoyed a fun day.

Alderman Rose stated by the time she arrived at Green Fest a 2nd recycling truck was filled with electronics. Alderman Rose thanked the Cool Cities Coalition for a great job.

Alderman Rose thanked the City staff and Council for their support in helping her chair tonight's meeting.

ADJOURNMENT

10. Alderman Morley moved to adjourn the meeting. Aldermen Gutenkauf seconded. Voice Vote. Motion carried. Meeting adjourned 8:26 p.m.

Peter P. DiCianni, III, Mayor

Patty Spencer, City Clerk

VOW

CITY OF ELMHURST

ACCOUNTS PAYABLE SUMMARY SHEET

AUGUST 17, 2009

	<u>REGULAR</u>	<u>INTERIM</u>	<u>TOTAL</u>
<u>CHECKS</u>			
GENERAL FUND	\$690,285.64	\$10,947.96	\$701,233.60
LIBRARY FUND	228.99	345.79	574.78
REDEVELOPMENT	107,919.98	-	107,919.98
INDUSTRIAL DEVELOPMENT	33.33	-	33.33
RT 83 COMMERCIAL DEVELOPMENT	50.00	-	50.00
PUBLIC FACILITIES CONSTR	2,753.80	1,067.95	3,821.75
MUNICIPAL UTILITY FUND	602,814.95	-	602,814.95
PARKING REVENUE SYSTEM FUND	26,142.32	-	26,142.32
POLICE PENSION FUND	3,762.00	500.00	4,262.00
	<u>1,433,991.01</u>	<u>12,861.70</u>	<u>1,446,852.71</u>

FINANCE REVIEW

Maip K. Pados

CITY MANAGER REVIEW

James M. Zuel

TO THE CITY TREASURER,

THE PAYMENT OF THE ABOVE LISTED AMOUNTS HAS BEEN APPROVED BY THE CITY COUNCIL AT A MEETING HELD ON AUGUST 17, 2009 AND YOU ARE HEREBY AUTHORIZED TO PAY THEM FROM THE APPROPRIATE BUDGET ACCOUNT.

MAYOR

CITY CLERK

BANK: 01

VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0000032	A & A EQPT & SUPPLY CO						
106841	005625		01 08/17/2009	110-6041-432.40-98	SUPPLIES	86.60	
106841	005626		01 08/17/2009	110-6044-435.40-98	SUPPLIES	86.60	
106841	005627		01 08/17/2009	510-6052-501.40-98	SUPPLIES	86.60	
					VENDOR TOTAL *	259.80	
0009417	A N S, INC						
119998	005609		01 08/17/2009	530-0088-503.50-14	WINDOW WASHING	323.00	
					VENDOR TOTAL *	323.00	
0018009	A-SPECIAL ELECTRIC SUPPLY						
123962	005550		01 08/17/2009	510-6057-502.50-08	BREAKER REPLACEMENT	1,575.00	
					VENDOR TOTAL *	1,575.00	
0000009	ACE HARDWARE						
263947	006095		01 08/17/2009	110-2008-413.40-31	HANDSET CORD	4.04	
263791	006096		01 08/17/2009	110-2008-413.40-31	CABLE TIES	8.09	
263767	006097		01 08/17/2009	110-2008-413.50-25	TELEPHONE CORDS	18.69	
263867	005501		01 08/17/2009	110-6041-432.40-98	SANDPAPER	2.69	
263580	005542		01 08/17/2009	110-6043-434.40-53	TOOL	14.39	
263547	005318		01 08/17/2009	110-6044-435.40-98	FLAT WASHERS	3.14	
263665	005319		01 08/17/2009	110-6044-435.40-98	SCREWS	7.64	
263780	005320		01 08/17/2009	110-6044-435.40-70	PVC PIPE	2.65	
263874	005612		01 08/17/2009	110-7060-451.50-01	GAS LEAK REPAIR	9.88	
263871	005613		01 08/17/2009	110-7060-451.50-01	GAS LEAK REPAIR	8.09	
					VENDOR TOTAL *	79.30	
0007248	ACTION FENCE						
14624	006042		01 08/17/2009	510-6056-502.50-01	ROOF FENCING	3,200.00	
					VENDOR TOTAL *	3,200.00	
0002416	ADDISON AUTO INTERIORS						
10054	005323		01 08/17/2009	110-6047-512.50-02	SEAT REPAIR/PW117	375.00	
10055	005324		01 08/17/2009	110-6047-512.50-02	SEAT REPAIR/E-9	55.00	
					VENDOR TOTAL *	430.00	
0005840	ADVENT SYSTEMS, INC						
1545	006094		01 08/17/2009	110-2008-413.30-52	WIRELESS BRIDGE INSTALL	718.00	
					VENDOR TOTAL *	718.00	
0014376	AEREX PEST CONTROL						
793140	005618		01 08/17/2009	110-4020-422.50-01	PEST CONTROL	33.00	
793141	005619		01 08/17/2009	110-4020-422.50-01	PEST CONTROL	23.00	
793139	005620		01 08/17/2009	110-5030-421.30-98	PEST CONTROL	43.00	
793137	005614		01 08/17/2009	110-6046-418.50-01	PEST CONTROL	43.00	
793259	005617		01 08/17/2009	110-6046-418.50-01	PEST CONTROL	86.00	
793138	005621		01 08/17/2009	110-6046-418.50-01	PEST CONTROL	54.00	
792594	005615		01 08/17/2009	110-7060-451.50-01	PEST CONTROL	28.00	
793258	005616		01 08/17/2009	110-7060-451.50-01	PEST CONTROL	23.00	

PREPARED 08/10/2009, 15:55:58
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 08/17/2009 CHECK DATE: 08/20/2009

BANK: 01

VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0014376	AEREX PEST CONTROL						
					VENDOR TOTAL *	333.00	
0005939 426828	AFFILIATED COMPUTER SERVICES 006093		01 08/17/2009	110-2008-413.50-23	SOFTWARE MAINT	1,915.00	
					VENDOR TOTAL *	1,915.00	
0007472 105629017	AIRGAS NORTH CENTRAL 005897		01 08/17/2009	110-6047-512.40-98	OTHER SUPPLIES	211.56	
					VENDOR TOTAL *	211.56	
0000016 64660 64758 64226 64483 64482 64559 64584 64853 64886 64852	ALEXANDER EQPT CO INC 005540 005541 005329 005330 005331 005332 005333 005760 006017 006018		01 08/17/2009 01 08/17/2009	110-6043-434.40-98 110-6043-434.50-08 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16	SAFETY VESTS CHAIN SAW PARTS DRIVE RING/STOCK DRIVE RING/PW92 RETURNED MERCHANDISE RETURNED MERCHANDISE RETURNED MERCHANDISE PW-199 TRK/PARTS PW92 TRK/PARTS PW37	150.00 156.90 149.38 340.15 149.95 340.15 35.00 18.95 1,612.50 587.62	
					VENDOR TOTAL *	2,490.40	
0016508 1029 1030	ALL AMERICAN LANDSCAPING LTD 006056 006057		01 08/17/2009 01 08/17/2009	110-6043-434.30-34 110-6043-434.30-34	GRASS CUTTING GRASS CUTTING	100.00 125.00	
					VENDOR TOTAL *	225.00	
0004999 JULY 2009	ALLIANCE PLUMBING 006060		01 08/17/2009	110-4025-424.30-12	PLUMBING INSPECTIONS	3,385.48	
					VENDOR TOTAL *	3,385.48	
0000078 0551-007255082 0551-002479188 0551-007215326	ALLIED WASTE SERVICES #551 006126 006033 006034		01 08/17/2009 01 08/17/2009 01 08/17/2009	110-6045-441.30-65 510-6056-502.30-81 510-6056-502.30-81	WASTE DISPOSAL WASTE DISPOSAL WASTE DISPOSAL	2,095.64 445.00 515.20	
					VENDOR TOTAL *	3,055.84	
0013770 509594 5082 5084 5083 5086 5085	ALPINE SAP, INC - CAROL STREAM 005351 005546 005547 005548 006047 006048		01 08/17/2009 01 08/17/2009 01 08/17/2009 01 08/17/2009 01 08/17/2009 01 08/17/2009	110-6041-432.80-15 510-6050-501.30-52 510-6050-501.30-52 510-6050-501.30-52 510-6050-501.30-52 510-6050-501.30-52	SPRINKLER REPAIR RPZ TESTING RPZ TESTING RPZ TESTING RPZ TESTING RPZ TESTING	159.84 1,593.75 2,231.25 3,761.25 1,020.00 3,442.50	
					VENDOR TOTAL *	12,208.59	
0018089	AMERICAN FRAME						

PREPARED 08/10/2009, 15:55:58
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VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0018089 2227021-1	AMERICAN FRAME 006068		01 08/17/2009	110-2007-413.40-33	EMERGENCY PREPARDNESS	775.04	
					VENDOR TOTAL *	775.04	
0002076 74121	AMERICAN PAYROLL INSTITUTE INC 006198		01 08/17/2009	110-2006-413.60-37	MEMBERSHIP	195.00	
					VENDOR TOTAL *	195.00	
0006708 4048692 04049207	AMLINGS FLOWERLAND 006137 006152		01 08/17/2009 01 08/17/2009	110-2007-413.60-23 110-5030-421.60-98	FLOWER ARRANGEMENT FLOWER ARRANGEMENT	55.09 85.94	
					VENDOR TOTAL *	141.03	
0000039 06-429505 06-432040 06-429505 06-432040	ARROW UNIFORM 005509 005904 005510 005905		01 08/17/2009 01 08/17/2009 01 08/17/2009 01 08/17/2009	110-6041-432.40-62 110-6041-432.40-62 510-6052-501.40-62 510-6052-501.40-62	UNIFORM CLEANING UNIFORM CLEANING UNIFORM CLEANING UNIFORM CLEANING	114.50 101.77 114.51 101.77	
					VENDOR TOTAL *	432.55	
0007161 442406 442889 443112	ASSOCIATED TIRE & BATTERY CO, INC 005451 005896 006125		01 08/07/2009 01 08/17/2009 01 08/17/2009	110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16	PARTS/SUPPLIES PARTS/SUPPLIES PARTS/SUPPLIES	176.76 113.60 161.94	
					VENDOR TOTAL *	452.30	
0006354 041242 041243	ASTROBLAST INC 005352 005353		01 08/17/2009 01 08/17/2009	110-6047-512.50-02 110-6047-512.50-02	SANDBLASTING/PW176T PRIMED/PW176T	575.00 400.00	
					VENDOR TOTAL *	975.00	
0000095 827125944X0725 827125944X0725	AT & T MOBILITY 005350 005349		01 08/17/2009 01 08/17/2009	110-4020-422.30-75 110-5030-421.30-75	MONTHLY SERVICE MONTHLY SERVICE	158.34 178.38	
					VENDOR TOTAL *	336.72	
0012277 63094131383002 63094177983665 63094112299292 63083402982045 630R0608273403 63083313263643 708Z2611762223 63094131383002	AT&T 005517 005518 005514 005645 005519 005426 005427 005516		01 08/17/2009 01 08/17/2009 01 08/17/2009 01 08/17/2009 01 08/17/2009 01 08/07/2009 01 08/07/2009 01 08/17/2009	110-1001-411.30-75 110-4020-422.30-75 110-5030-421.30-75 110-6040-431.30-75 110-6046-418.50-01 110-7060-451.30-75 110-7060-451.30-98 510-6055-502.30-75	MONTHLY PHONE MONTHLY PHONE MONTHLY PHONE MONTHLY PHONE MONTHLY PHONE MONTHLY SERVICE MONTHLY SERVICE MONTHLY PHONE	14.21 89.93 31.38 92.38 82.25 127.35 2.25 14.20	
					VENDOR TOTAL *	453.95	
0003704 396402	AUTO TRUCK GROUP 005354		01 08/17/2009	110-6047-512.50-16	TRK/PARTS PW89,PW26	158.59	

BANK: 01

VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT	
0003704	AUTO TRUCK GROUP								
						VENDOR TOTAL *	158.59		
0009618 2203136713	AVAYA, INC 005428		01	08/07/2009	110-7060-451.30-98	7/11/09-10/11/09	149.07		
						VENDOR TOTAL *	149.07		
0008569 288-155483 153616 288-155561	BATTERIES PLUS 006077 005748 005749		01	08/17/2009	110-2008-413.40-31	LITHIUM	20.69		
			01	08/17/2009	110-5030-421.40-98	OTHER SUPPLIES	140.00		
			01	08/17/2009	110-5030-421.40-98	OTHER SUPPLIES	80.42		
						VENDOR TOTAL *	241.11		
0012081 0145145	BAXTER & WOODMAN 005543		01	08/17/2009	510-6050-501.30-26	SCADA RADIO INSTALLATION	1,045.69		
						VENDOR TOTAL *	1,045.69		
0017286 3669	BENNETT, KENNETH G, MD 005644		01	07/30/2009	110-2007-413.30-47	FF PHYSICAL	CHECK #:	127586	16.00
						VENDOR TOTAL *	.00	16.00	
0000059 7/7-8/3/09 7/7-8/3/09 7/7-8/3/09 7/7-8/3/09	BERGHEGER, BRIAN-PETTY CASH 005907 005908 005909 005910		01	08/05/2009	110-7060-451.30-49	POSTAGE	CHECK #:	127588	17.75
			01	08/05/2009	110-7060-451.40-43	ITEMS FOR RESALE	CHECK #:	127588	10.00
			01	08/05/2009	110-7060-451.60-54	TRAVEL EXPENSE	CHECK #:	127588	7.60
			01	08/05/2009	110-7060-451.60-65	PROGRAM EXPENSES	CHECK #:	127588	260.18
						VENDOR TOTAL *	.00	295.53	
0000061 019179	BERKHEIMER CO INC, G W 005611		01	08/17/2009	110-7060-451.50-01	A/C REPAIR	43.15		
						VENDOR TOTAL *	43.15		
0010307 34534 34535 34537 34534 34536	BEST QUALITY CLEANING INC 005577 005579 005581 005578 005580		01	08/17/2009	110-6046-418.30-14	CLEANING SVCS	6,509.00		
			01	08/17/2009	110-6046-418.30-14	CLEANING SVCS	150.00		
			01	08/17/2009	110-6046-418.30-14	CLEANING SVCS	95.00		
			01	08/17/2009	510-6057-502.30-14	CLEANING SVCS	339.00		
			01	08/17/2009	510-6057-502.30-14	CLEANING SVCS	625.00		
						VENDOR TOTAL *	7,718.00		
0014870 87078082	BOUNDTREE MEDICAL, LLC 005293		01	08/17/2009	110-4020-422.50-08	DEFIB PADS	106.64		
						VENDOR TOTAL *	106.64		
0007199 INV-001832 INV-014416 INV-014539 INV-014692	BRETT EQPT CORP 005355 005774 005992 005993		01	08/17/2009	110-6047-512.50-16	TRK/PARTS F-1/STOCK	152.41		
			01	08/17/2009	110-6047-512.50-16	PW-176T	115.25		
			01	08/17/2009	110-6047-512.50-16	REPAIR DAMAGE TO 147T	34.58		
			01	08/17/2009	110-6047-512.50-16	STOCK HITCHES	107.80		

PREPARED 08/10/2009, 15:55:58
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
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EXPENDITURE APPROVAL LIST
 AS OF: 08/17/2009 CHECK DATE: 08/20/2009

BANK: 01

VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0007199 INV-014928	BRETT EQPT CORP 005994		01 08/17/2009	110-6047-512.50-16	PW-90	141.70	
VENDOR TOTAL *						551.74	
0007850 492073	BREWER CO 005502		01 08/17/2009	110-6041-432.40-52	PVT STRIPING MACHINE PART	1.80	
VENDOR TOTAL *						1.80	
0001899	BRISTOL HOSE & FITTING MAIN WAREHSE						
00221207	005769		01 08/17/2009	110-6047-512.50-16	PW-69	25.28	
00221040	005770		01 08/17/2009	110-6047-512.50-16	PW-135	112.07	
00220961	005771		01 08/17/2009	110-6047-512.50-16	PW-90	31.86	
00221184	005772		01 08/17/2009	110-6047-512.50-16	PW-143	2.10	
00220832	005773		01 08/17/2009	110-6047-512.50-16	PW-119	51.18	
00221172	005995		01 08/17/2009	110-6047-512.50-16	PW-143	149.04	
VENDOR TOTAL *						367.33	
0007057 7/18-31/09	BROADCAST PRODUCTION SERVICES INC 005695		01 08/17/2009	110-0086-453.30-52	CATV PROF SVCS	237.50	
VENDOR TOTAL *						237.50	
0004849 7/18-31/09	BULLWINKEL, BENTON 005693		01 08/17/2009	110-0086-453.30-52	CATV PROF SVCS	100.00	
VENDOR TOTAL *						100.00	
0000084 7/30/09	BURGIN, DENNIS 005690		01 08/17/2009	110-0086-453.30-52	CATV PROF SVCS	35.00	
7/20/09	005691		01 08/17/2009	110-0086-453.30-52	CATV PROF SVCS	21.00	
7/18-31/09	005696		01 08/17/2009	110-0086-453.30-52	CATV PROF SVCS	507.25	
VENDOR TOTAL *						563.25	
0006789 145752	BUSINESS OFFICE SYSTEMS INC 005604		01 08/17/2009	110-5030-421.50-01	FILE CABINET REPAIR	15.00	
VENDOR TOTAL *						15.00	
0005226 10448	C E S CRANE RENTAL 005575		01 08/17/2009	510-6057-502.50-08	CRANE RENTAL	630.00	
VENDOR TOTAL *						630.00	
0009267 539592	C J C AUTO PARTS & TIRES 005450		01 08/07/2009	110-6047-512.50-16	PARTS/SUPPLIES	169.80	
VENDOR TOTAL *						169.80	
0004821 3	C-A CEMENT CONST INC 005947		01 08/17/2009	110-6041-432.80-15	STREET RESURFACING	231,687.80	
3	005971		01 08/17/2009	110-6041-432.30-02	ASPHALT PATCHING-STREETS	56,137.50	
3	005955		01 08/17/2009	510-6052-501.30-11	CURB/GUTTER PATCHING	19,706.00	
3	005970		01 08/17/2009	510-6052-501.30-02	ASPHALT PATCHING-WATER	30,000.00	
3	005969		01 08/17/2009	510-6056-502.30-02	ASPHALT PATCHING-SEWER	20,000.00	

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VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0004821	C-A CEMENT CONST INC							
						VENDOR TOTAL *	357,531.30	
0001635 09-2202	CAM, LLC 005766		01	08/17/2009	110-6041-432.30-74	RECLAMITE PALMER DR	8,729.00	
						VENDOR TOTAL *	8,729.00	
0005707 142326872	CANON BUSINESS SOLUTIONS, INC 005435		01	08/07/2009	110-7060-451.30-21	COPIER SUPPLIES	140.95	
						VENDOR TOTAL *	140.95	
0004296 331183 331659	CANTEEN CORP 005657 006136		01	08/17/2009	110-6046-418.40-98	VENDING MACHINE REFILL	125.37	
			01	08/17/2009	110-6046-418.40-98	VENDING MACHINE REFILL	90.63	
						VENDOR TOTAL *	216.00	
0012518 011328	CAR REFLECTIONS 005996		01	08/17/2009	110-6047-512.50-16	PD-15 & STOCK	105.00	
						VENDOR TOTAL *	105.00	
0013334 07/15/2009	CARROLL, LAWRENCE B 006069		01	08/17/2009	110-2007-413.30-52	SPRING 2009 MEETING	1,050.00	
						VENDOR TOTAL *	1,050.00	
0008716 016318 016318 016318 016566 016318 016318 016318	CASE LOTS INC 005462 005463 005464 006122 005466 005465 005467		01	08/07/2009	110-6041-432.40-98	SUPPLIES	34.49	
			01	08/07/2009	110-6043-434.40-98	SUPPLIES	34.48	
			01	08/07/2009	110-6044-435.40-98	SUPPLIES	34.48	
			01	08/17/2009	110-6046-418.40-24	SUPPLIES	198.60	
			01	08/07/2009	110-6047-512.40-24	SUPPLIES	103.46	
			01	08/07/2009	510-6052-501.40-98	SUPPLIES	34.48	
			01	08/07/2009	510-6057-502.40-24	SUPPLIES	103.46	
						VENDOR TOTAL *	543.45	
0011925 200800284 200800299 200800295 200800288	CDC ENTERPRISES INC 006044 006045 006043 006046		01	08/17/2009	510-6056-502.50-10	SCADA PROGRAMMING	3,650.00	
			01	08/17/2009	510-6056-502.50-10	SCADA PROGRAMMING	1,850.00	
			01	08/17/2009	510-6057-502.50-10	SCADA SOFTWARE UPGRADE	400.00	
			01	08/17/2009	510-6057-502.50-10	SCADA PROGRAMMING	1,500.00	
						VENDOR TOTAL *	7,400.00	
0007069 PQH2334 PQS7903 PSN3178	CDW GOVERNMENT INC 006079 006080 006081		01	08/17/2009	110-2008-413.50-25	POLYCOM PHONE	513.31	
			01	08/17/2009	110-2008-413.40-72	PRINTERS	362.04	
			01	08/17/2009	110-2008-413.40-72	PRINTERS	610.95	
						VENDOR TOTAL *	1,486.30	
0012836 S12270	CERTIFIED FLEET SERVICES, INC 005356		01	08/17/2009	110-6047-512.50-16	TRK/PARTS F-1	66.50	

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0012836	CERTIFIED FLEET SERVICES, INC						
S12258	005357		01 08/17/2009	110-6047-512.50-16	TRK/PARTS F-1	106.27	
S12272	005358		01 08/17/2009	110-6047-512.50-16	TRK/PARTS F-2	22.57	
S12268	005359		01 08/17/2009	110-6047-512.50-16	TRK/PARTS F-2	9.94	
S12239	005776		01 08/17/2009	110-6047-512.50-16	TRK 1 & 2	456.53	
S12223	005777		01 08/17/2009	110-6047-512.50-16	SQUAD #1	383.66	
					VENDOR TOTAL *	1,045.47	
0008467	CERTIFIED LABORATORIES						
522915	005775		01 08/17/2009	110-6047-512.50-16	STOCK	141.98	
					VENDOR TOTAL *	141.98	
0014402	CHICAGO PARTS & SOUND LLC						
319643	005623		01 08/17/2009	110-6047-512.40-34	OIL/GREASE	239.52	
					VENDOR TOTAL *	239.52	
0012699	CINTAS FIRST AID & SAFETY						
0343582865	005734		01 08/17/2009	110-4020-422.40-98	OTHER SUPPLIES	27.37	
0343582865	005804		01 08/17/2009	110-5030-421.40-98	OTHER SUPPLIES	27.36	
0343582865	005736		01 08/17/2009	110-6041-432.40-98	OTHER SUPPLIES	27.36	
0343582865	005737		01 08/17/2009	110-6043-434.40-98	OTHER SUPPLIES	27.36	
0343582865	005739		01 08/17/2009	110-6044-435.40-98	OTHER SUPPLIES	27.36	
0343582865	005740		01 08/17/2009	110-6046-418.40-98	OTHER SUPPLIES	27.36	
0343582865	005742		01 08/17/2009	110-6047-512.40-98	OTHER SUPPLIES	27.36	
0343582865	005743		01 08/17/2009	510-6052-501.40-98	OTHER SUPPLIES	27.36	
0343582865	005745		01 08/17/2009	510-6057-502.40-98	OTHER SUPPLIES	27.36	
					VENDOR TOTAL *	246.25	
0000109	CLARKE ENVIRONMENTAL MOSQUITO MGT						
6325228	005512		01 08/17/2009	110-0084-442.30-42	JUNE SERVICE	45,183.00	
					VENDOR TOTAL *	45,183.00	
0000630	CLASSIC GRAPHIC INDUSTRIES INC						
62619	006127		01 08/17/2009	110-2006-413.40-33	ENVELOPES	482.75	
					VENDOR TOTAL *	482.75	
0018084	CLERESTORY CONSULTING LLC						
01ELM090801	005893		01 08/17/2009	110-2007-413.60-11	TRAINING SESSIONS	2,500.00	
					VENDOR TOTAL *	2,500.00	
0000114	COM ED						
8409121006	006106		01 08/17/2009	110-4022-423.30-24	MONTHLY ELECTRIC	28.34	
6729081007	006107		01 08/17/2009	110-4022-423.30-24	MONTHLY ELECTRIC	16.86	
0055090072	005682		01 08/17/2009	110-6044-435.30-24	MONTHLY SERVICE	18.33	
08090-54019	005836		01 08/17/2009	110-6044-435.30-24	MONTHLY SERVICE	828.07	
8234047019	005974		01 08/17/2009	110-6044-435.30-24	MONTHLY SERVICE	16.28	
7065190004	005975		01 08/17/2009	110-6044-435.30-24	MONTHLY SERVICE	176.83	
6897727003	005976		01 08/17/2009	110-6044-435.30-24	MONTHLY SERVICE	105.10	
6981441003	005977		01 08/17/2009	110-6044-435.30-24	MONTHLY SERVICE	235.54	

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0000114	COM ED						
8577587009	005978		01 08/17/2009	110-6044-435.30-24	MONTHLY SERVICE	18.08	
8577601004	005979		01 08/17/2009	110-6044-435.30-24	MONTHLY SERVICE	23.88	
8661049027	005980		01 08/17/2009	110-6044-435.30-24	MONTHLY SERVICE	21.12	
8634040009	005982		01 08/17/2009	110-6044-435.30-24	MONTHLY SERVICE	15.67	
1843000001	005983		01 08/17/2009	110-6044-435.30-24	MONTHLY SERVICE	135.37	
0477145001	006098		01 08/17/2009	110-6044-435.30-24	MONTHLY ELECTRIC	90.66	
0174056074	006099		01 08/17/2009	110-6044-435.30-24	MONTHLY ELECTRIC	144.39	
8157271002	006100		01 08/17/2009	110-6044-435.30-24	MONTHLY ELECTRIC	248.37	
8745265005	006101		01 08/17/2009	110-6044-435.30-24	MONTHLY ELECTRIC	46.52	
8745266002	006102		01 08/17/2009	110-6044-435.30-24	MONTHLY ELECTRIC	14.94	
8745264008	006103		01 08/17/2009	110-6044-435.30-24	MONTHLY ELECTRIC	15.42	
8256051035	006104		01 08/17/2009	110-6044-435.30-24	MONTHLY ELECTRIC	27.02	
46091-64001	006108		01 08/17/2009	110-6044-435.30-24	MONTHLY ELECTRIC	11,870.25	
8661158012	005981		01 08/17/2009	110-6046-418.30-24	MONTHLY SERVICE	69.91	
8745412004	006105		01 08/17/2009	530-0088-503.30-24	MONTHLY ELECTRIC	54.34	
					VENDOR TOTAL *	14,221.29	
0006475	COMMUNICATIONS DIRECT INC						
SR88658	006151		01 08/17/2009	110-5030-421.30-98	MONTHLY MAINT FEE	812.00	
					VENDOR TOTAL *	812.00	
0009478	COMMUNICATIONS REVOLVING FUND						
T0944589	006149		01 08/17/2009	110-5030-421.30-27	LEASED CIRCUIT	877.39	
					VENDOR TOTAL *	877.39	
0017688	CORK, KEVIN						
418396	005342		01 07/28/2009	110-4020-422.60-98	EXPENSE REIMBURSEMENT	CHECK #: 127352	284.99
					VENDOR TOTAL *	.00	284.99
0000128	CRESCENT ELECTRIC SUPPLY CO						
091-207858-00	006129		01 08/17/2009	110-6044-435.40-98	BREAKER	575.99	
					VENDOR TOTAL *	575.99	
0013620	DAY & ROBERT PC						
23394	006112		01 08/17/2009	310-0089-461.30-52	PROFESSIONAL SVCS	2,249.08	
					VENDOR TOTAL *	2,249.08	
0012175	DICIANNI, PETER						
23827	005636		01 08/17/2009	110-0000-316.00-00	TRANSFER STAMP REFUND	525.00	
					VENDOR TOTAL *	525.00	
0005777	DOWN UNDER CONSTRUCTION						
09-0729-1	006065		01 08/17/2009	310-0089-461.80-24	METER PIT INSTALLATION	925.00	
090730	006066		01 08/17/2009	510-6052-501.80-12	WATER SERVICE UPGRADES	7,625.00	
09-0722-2	005511		01 08/17/2009	510-6057-502.30-51	PRIVATE SUMP PUMP INSTALL	745.00	
					VENDOR TOTAL *	9,295.00	
0000160	DUPAGE COUNTY COLLECTOR						

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0000160	DUPAGE COUNTY COLLECTOR						
06-02-226-035	005283		01 08/17/2009	110-6046-418.60-69	RE TAX 2008/190 W PARK	4,744.34	
06-02-219-021	005284		01 08/17/2009	530-0000-202.02-00	RE TAX 2008/175 W FIRST	9,035.34	
06-02-219-023	005285		01 08/17/2009	530-0000-202.02-00	RE TAX 2008/175 W FIRST	998.91	
06-02-219-022	005286		01 08/17/2009	530-0000-202.02-00	RE TAX 2008/175 W FIRST	2,224.33	
06-12-120-009	005287		01 08/17/2009	530-0088-503.30-59	RE TAX 2008/DIVISION/VALL	1,325.16	
06-12-120-010	005288		01 08/17/2009	530-0088-503.30-59	RE TAX 2008/DIVISION/VALL	1,325.16	
06-02-231-001	005289		01 08/17/2009	530-0088-503.30-59	RE TAX 2008/105 COTTAGE	5,280.58	
06-01-109-014	005290		01 08/17/2009	530-0088-503.30-59	RE TAX 2008/IMMANUAL	1,359.32	
					VENDOR TOTAL *	26,293.14	
0007246 6511	DUPAGE COUNTY TREASURER-IT 006147		01 08/17/2009	110-5030-421.30-27	MONTHLY FEE	250.00	
					VENDOR TOTAL *	250.00	
0006803 670	DUPAGE COUNTY TREASURER-TAXI 005310		01 08/17/2009	110-0083-443.60-49	PILOT II PROGRAM COUPONS	5,000.00	
					VENDOR TOTAL *	5,000.00	
0015136 AP090308	DUPAGE COUNTY TREASURER-TRANSPORTM 005340		01 07/28/2009	110-6041-432.80-15	HIGHWAY PERMIT	CHECK #: 127350	100.00
					VENDOR TOTAL *	.00	100.00
0000164	DUPAGE MATERIALS CO						
60723MB	005503		01 08/17/2009	110-6041-432.40-02	ASPHALT EMULSION PRIMER	30.00	
60724MB	005504		01 08/17/2009	110-6041-432.40-02	ASPHALT	353.43	
60661MB	005506		01 08/17/2009	110-6041-432.40-02	ASPHALT	465.63	
60637MB	005507		01 08/17/2009	110-6041-432.40-02	ASPHALT	417.69	
60741MB	005660		01 08/17/2009	110-6041-432.40-02	ASPHALT	360.57	
60757MB	005661		01 08/17/2009	110-6041-432.40-02	ASPHALT	323.85	
60841MB	005901		01 08/17/2009	110-6041-432.40-02	ASPHALT	513.57	
60809MB	005984		01 08/17/2009	110-6041-432.40-02	ASPHALT	391.17	
60776MB	005985		01 08/17/2009	110-6041-432.40-02	ASPHALT	144.84	
					VENDOR TOTAL *	3,000.75	
0000169	DUPAGE WATER COMMISSION						
8321	006196		01 08/17/2009	510-6050-501.90-90	FIXED COST ASSESSMENT	29,735.55	
8321	006195		01 08/17/2009	510-6051-501.30-20	WATER CONSUMPTION	210,216.24	
					VENDOR TOTAL *	239,951.79	
0009707 0033821	E J EQUIPMENT INC 005601		01 08/17/2009	110-6047-512.50-16	TRK/PARTS PW170,PW106	532.80	
					VENDOR TOTAL *	532.80	
0014731	ECS						
08-3197	005949		01 08/17/2009	110-1001-411.20-07	CHECKS & BANKING FEES	.45	
08-3197	005950		01 08/17/2009	110-4020-422.20-07	CHECKS & BANKING FEES	51.08	
08-3197	005946		01 08/17/2009	110-5030-421.20-07	W/C CLAIM	725.00	
08-3197	005951		01 08/17/2009	110-5030-421.20-07	CHECKS & BANKING FEES	51.08	

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0014731	ECS						
08-3197	005948		01 08/17/2009	110-6040-431.20-07	W/C CLAIM	520.00	
08-3197	005952		01 08/17/2009	110-6040-431.20-07	CHECKS & BANKING FEES	90.45	
08-3197	005953		01 08/17/2009	510-6050-501.20-07	CHECKS & BANKING FEES	6.08	
08-3197	005954		01 08/17/2009	510-6055-502.20-07	CHECKS & BANKING FEES	25.86	
VENDOR TOTAL *						1,470.00	
0000176	ELMHURST CAMERA IMAGE CENTER						
597038	005648		01 08/17/2009	110-6046-418.40-98	PHOTO PROCESSING	11.20	
VENDOR TOTAL *						11.20	
0000177	ELMHURST CHAMBER OF COMMERCE						
08/10/09	005632		01 08/17/2009	110-5030-421.60-98	LUNCHEON REGISTRATION	50.00	
VENDOR TOTAL *						50.00	
0001579	ELMHURST CITY CENTRE						
2009	005699		01 08/17/2009	110-0000-311.01-52	RE TAX DISST - SSA #6	6,198.95	
2009	005700		01 08/17/2009	110-0000-311.01-52	INT ON UNDIST TAX SSA #6	.19	
2009	005701		01 08/17/2009	110-0000-311.01-53	RE TAX DIST - SSA #7	3,111.30	
2009	005702		01 08/17/2009	110-0000-311.01-53	INT ON UNDIST TAX SSA #7	.06	
2009	005703		01 08/17/2009	310-0089-461.60-61	TIF I CONTRIB TO SSA #6	8,626.19	
2009	005704		01 08/17/2009	310-0089-461.60-61	TIF I CONTRIB TO SSA #7	2,221.03	
VENDOR TOTAL *						20,157.72	
0014621	ELMHURST CLAIMS ACCOUNT - CLAIM SVC						
7504366944	005531		01 08/17/2009	110-4020-422.20-07	SELF INSURED LOSS FUND	237.09	
7504366944	005532		01 08/17/2009	110-5030-421.20-07	SELF INSURED LOSS FUND	7,102.07	
7504366944	005533		01 08/17/2009	110-6040-431.20-07	SELF INSURED LOSS FUND	2,155.06	
7504366944	005534		01 08/17/2009	510-6050-501.20-07	SELF INSURED LOSS FUND	876.16	
VENDOR TOTAL *						10,370.38	
0016425	ELMHURST COLLEGE-PEGGY STANKO						
06/20/2009	006067		01 08/17/2009	110-2007-413.30-52	NEW CITY COUNCIL WORKSHOP	190.67	
VENDOR TOTAL *						190.67	
0005791	ELMHURST FORD						
106666	005997		01 08/17/2009	110-6047-512.50-16	PD-6	278.84	
VENDOR TOTAL *						278.84	
0015836	ELMHURST INDEPENDENT - ROCK VALLEY						
719538	005847		01 08/17/2009	110-3015-414.30-54	LEGAL NOTICE 09 ZBA-06	69.75	
VENDOR TOTAL *						69.75	
0010298	ELMHURST LINCOLN MERCURY						
C83261	005360		01 08/17/2009	110-6047-512.50-02	WHEEL ALIGNMENT/PD-47	129.95	
C83309	005361		01 08/17/2009	110-6047-512.50-02	WHEEL ALIGNMENT/PW105	79.95	
436659	005362		01 08/17/2009	110-6047-512.50-16	TRK/PARTS PD-16	82.48	
436710	005363		01 08/17/2009	110-6047-512.50-16	TRK/PARTS PD-35	29.62	
436702	005364		01 08/17/2009	110-6047-512.50-16	AUTO/PARTS E-9	49.80	

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0015916	FIFTH THIRD BANK -					PROCUREMENT CARD		
JULY 07, 2009	005410		01	07/29/2009	110-2008-413.30-49	USPS 1615400126 QQQ	CHECK #: 127585	15.00
JULY 07, 2009	005411		01	07/29/2009	110-2008-413.50-25	TRACFONE *AIRTIME	CHECK #: 127585	43.19
JULY 07, 2009	005412		01	07/29/2009	110-2008-413.50-25	TRACFONE *AIRTIME	CHECK #: 127585	43.19
JULY 07, 2009	005413		01	07/29/2009	110-2008-413.30-49	THE UPS STORE #0777	CHECK #: 127585	34.59
JULY 07, 2009	005414		01	07/29/2009	110-2008-413.40-98	WALGREENS #3015 Q03	CHECK #: 127585	5.39
JULY 07, 2009	005415		01	07/29/2009	110-2008-413.50-23	VERISIGN INC*DIGITALID	CHECK #: 127585	995.00
JULY 07, 2009	005417		01	07/29/2009	110-4020-422.60-98	ABT ELECTRONICS	CHECK #: 127585	3,991.02
JULY 07, 2009	005418		01	07/29/2009	110-5030-421.40-11	SPECIAL FORCES GEAR	CHECK #: 127585	30.49
JULY 07, 2009	005407		01	07/29/2009	110-6040-431.60-11	US GREEN BUILDING COUN	CHECK #: 127585	10.00
JULY 07, 2009	005406		01	07/29/2009	110-6047-512.50-02	I-PASS ONLINE #7031	CHECK #: 127585	62.40
JULY 07, 2009	005419		01	07/29/2009	110-7060-451.60-65	EASTON ENTERPRISES INC	CHECK #: 127585	275.50
JULY 07, 2009	005420		01	07/29/2009	210-8070-452.30-37	AMAZON.COM	CHECK #: 127585	164.97
JULY 07, 2009	005421		01	07/29/2009	210-8070-452.30-52	SPRINGHILL SUITES CHI	CHECK #: 127585	195.80
JULY 07, 2009	005422		01	07/29/2009	210-8070-452.40-33	DYNDNS.COM 6036684998	CHECK #: 127585	15.00
JULY 07, 2009	005423		01	07/29/2009	210-8070-452.40-42	DANCERCISE.COM	CHECK #: 127585	29.98
JULY 07, 2009	005416		01	07/29/2009	382-0000-463.80-35	BLINDS.COM	CHECK #: 127585	1,067.95
VENDOR TOTAL *							.00	7,414.46
0000648	FILTER RENU OF ILLINOIS, INC							
80397	005898		01	08/17/2009	110-6047-512.50-02	REPAIRS	89.90	
VENDOR TOTAL *							89.90	
0006869	FISHER SCIENTIFIC							
3435754	005569		01	08/17/2009	510-6057-502.40-25	METER	1,104.53	
3435799	005570		01	08/17/2009	510-6057-502.40-25	PROBE	229.99	
VENDOR TOTAL *							1,334.52	
0005438	FLEET SAFETY SUPPLY							
48043	005367		01	08/17/2009	110-5030-421.80-06	SET UP NEW VEHICLE/PD-19	61.48	
48145	005368		01	08/17/2009	110-5030-421.80-06	SET UP NEW VEHICLE/PD-15,	2,159.40	
48098	005369		01	08/17/2009	110-5030-421.40-98	SMART SIREN PARTS	34.92	
48074	005370		01	08/17/2009	110-5030-421.40-98	SHOTGUN MOUNT/PD-4	261.80	
VENDOR TOTAL *							2,517.60	
0000220	FLESCH CO INC, GORDON							
0L2239	005305		01	08/17/2009	110-1001-411.30-21	COPIER MAINT	19.96	
0L2239	005306		01	08/17/2009	110-2006-413.30-21	COPIER MAINT	19.96	
0L2239	005302		01	08/17/2009	110-5030-421.30-21	COPIER MAINT	691.69	
0L4772	005628		01	08/17/2009	110-5030-421.30-21	COPIER MAINT	172.42	
0L2239	005307		01	08/17/2009	110-6040-431.30-21	COPIER MAINT	9.93	
0L2239	005303		01	08/17/2009	510-6050-501.30-21	COPIER MAINT	9.94	
0L2239	005304		01	08/17/2009	510-6055-502.30-21	COPIER MAINT	1.58	
VENDOR TOTAL *							925.48	
0017446	FMP							
61-066535	006121		01	08/17/2009	110-6047-512.50-16	WIPER BLADES	148.50	
VENDOR TOTAL *							148.50	
0018088	FOUNTAIN TECHNOLOGIES, LTD							

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VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0018088 5141	FOUNTAIN TECHNOLOGIES, LTD 005942		01 08/17/2009	310-0089-461.80-24	2007 STREETSCAPE	66,000.00	
					VENDOR TOTAL *	66,000.00	
0013847 3936366	FRY'S ELECTRONICS, INC 006083		01 08/17/2009	110-2008-413.40-72	SATA DRIVE/RACK SHELF/LCD	239.93	
					VENDOR TOTAL *	239.93	
0000242 9039024295 9039973020	GRAINGER 006133 006134		01 08/17/2009 01 08/17/2009	110-6044-435.40-98 110-6044-435.40-98	LIGHTING CONTACTOR LIGHTING CONTACTOR	277.65 277.65	
					VENDOR TOTAL *	555.30	
0011686 140470 141616 141685 141035 141006 140987 140809 141179 141180 141101 141416 141413 141718 141617 141686 141902 141945	GRAND AUTO PARTS 005756 005757 005758 005325 005326 005327 005328 005588 005589 005590 005591 005592 005753 005754 005755 005987 005988		01 08/17/2009 01 08/17/2009	110-4020-422.60-68 110-4020-422.60-68 110-4020-422.60-68 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16	ANTIQUE FIRE TRUCK ANTIQUE FIRE TRUCK ANTIQUE FIRE TRUCK TRK/PARTS PW176T BULBS TRK/PARTS PW105 AUTO/PARTS E-6 TRK/PARTS PD-47 TRK/PARTS PW91 TRK/PARTS PW91 STOCK RETURNED MERCHANDISE STOCK STOCK STOCK STOCK & PW-24 STOCK BULBS	44.72 39.50 24.67 30.24 9.50 98.00 5.32 445.92 30.61 27.56 5.34 146.90 55.68 5.00 170.00 35.02 8.50	
					VENDOR TOTAL *	888.68	
0012796 6229 6252	GRASSROOTS LANDSCAPE SPECIALTIES 005545 006050		01 08/17/2009 01 08/17/2009	510-6057-502.50-01 510-6057-502.50-01	LANDSCAPING WEED CONTROL APPLICATION	2,280.00 275.00	
					VENDOR TOTAL *	2,555.00	
0000254 6341390	HACH CO 006052		01 08/17/2009	510-6057-502.40-25	LAB DPD PILLOWS	178.95	
					VENDOR TOTAL *	178.95	
0005803 7/18-31/09	HARRISON, JONATHAN 005694		01 08/17/2009	110-0086-453.30-52	CATV PROF SVCS	122.50	
					VENDOR TOTAL *	122.50	
0007164 7/9/09	HASSLER, JAMES 005998		01 08/17/2009	110-6040-431.60-11	EVT EXAM FEE REIMBURSMNT	30.00	
					VENDOR TOTAL *	30.00	
0015904	HD SUPPLY WATERWORKS, LTD						

PREPARED 08/10/2009, 15:55:58
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 08/17/2009 CHECK DATE: 08/20/2009

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VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0015904 9323346 9240491	HD SUPPLY WATERWORKS, LTD 005899 006041		01 08/17/2009 01 08/17/2009	510-6052-501.40-51 510-6052-501.40-07	SERVICE LINES PIPE/FITTINGS	225.00 1,068.00	
					VENDOR TOTAL *	1,293.00	
0000129 11259906	HERITAGE CRYSTAL CLEAN, LLC 005783		01 08/17/2009	110-6047-512.40-34	SHOP	155.15	
					VENDOR TOTAL *	155.15	
0008340 00021876	HIGH PSI LTD 005378		01 08/17/2009	110-6047-512.40-98	SOAP/WASH BAY	380.00	
					VENDOR TOTAL *	380.00	
0005299 6753	HINSDALE INTL 006138		01 08/17/2009	760-0000-491.60-59	FIDUCIARY INS	3,762.00	
					VENDOR TOTAL *	3,762.00	
0017917 LSI-44726	HOLLMAN, INC 005641		01 08/17/2009	382-0000-463.80-35	LOCKERS	1,366.50	
					VENDOR TOTAL *	1,366.50	
0008820 8284906 009581/5047118	HOME DEPOT 1916-DOWNERS GROVE 002101 003147		01 11/30/2008 01 06/30/2009	110-6041-432.40-98 110-6046-418.40-53	RETURNED MERCHANDISE LASER MEASURE TAPE	17.81 99.00	
					VENDOR TOTAL *	81.19	
0006864 020903/4013880 005659/8018538	HOME DEPOT 1919-NORTHLAKE 005651 006114		01 08/17/2009 01 08/17/2009	110-4020-422.50-01 110-6044-435.40-98	STATION 11 MOVE FOAMULAR	99.72 39.68	
					VENDOR TOTAL *	139.40	
0012341 024853/0053803	HOME DEPOT 1982-OAKBROOK TERR 005652		01 08/17/2009	110-4020-422.50-01	SHELVING	108.21	
					VENDOR TOTAL *	108.21	
0016781 4140101 2100	HONDA HOUSE OF ELMHURST 005379 005780		01 08/17/2009 01 08/17/2009	110-6047-512.50-16 110-6047-512.50-16	TRK/PARTS PW61 PW-621	4.23 4.23	
					VENDOR TOTAL *	8.46	
0004332 2098099 2098370 2096918 2101146 2100918	HUTTON COMMUNIC, INC-DALLAS 005380 005381 005382 005781 005782		01 08/17/2009 01 08/17/2009 01 08/17/2009 01 08/17/2009 01 08/17/2009	110-4022-423.40-41 110-4022-423.40-41 110-4022-423.40-41 110-5030-421.40-41 110-5030-421.40-41	RADIO PARTS RADIO PARTS RADIO PARTS PORTABLE RADIO BATTERIES PORTABLE RADIO BATTERIES	13.90 24.67 78.12 152.04 152.04	
					VENDOR TOTAL *	420.77	
0000285	I D E S						

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VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0000285	I D E S						
800935	006008		01 08/17/2009	110-5030-421.20-08	2ND QUARTER UNEMPLOYMENT	6,942.00	
800935	006009		01 08/17/2009	110-5030-421.20-08	2ND QUARTER UNEMPLOYMENT	1,107.00	
800935	006010		01 08/17/2009	510-6055-502.20-08	2ND QUARTER UNEMPLOYMENT	915.00	
					VENDOR TOTAL *	8,964.00	
0007329	IKON OFFICE SOLUTIONS						
5012011220	005874		01 08/17/2009	110-2007-413.30-21	COPIER MAINT	658.61	
5012011220	005875		01 08/17/2009	110-3015-414.30-21	COPIER MAINT	658.61	
					VENDOR TOTAL *	1,317.22	
0004926	IL ASSN OF MUSEUMS-SPRINGFIELD						
8/1/2009	005434		01 08/07/2009	110-7060-451.60-39	MEMBERSHIP	100.00	
					VENDOR TOTAL *	100.00	
0007288	IL ASSN OF WASTEWATER AGENCIES						
2031	005572		01 08/17/2009	510-6050-501.60-11	CONFERENCE	50.00	
					VENDOR TOTAL *	50.00	
0011955	IL DEPT OF TRANSPORTATION-FIN SVCS						
35351	005662		01 08/17/2009	110-6044-435.30-71	MONTHLY SVC	1,059.00	
					VENDOR TOTAL *	1,059.00	
0011618	IL ENVIRONMENTAL PROT - CHICAGO						
L17-1365	006211		01 08/17/2009	510-6055-502.90-13	1999 EPA LOAN INTEREST	14,717.85	
L17-1365	006212		01 08/17/2009	510-6055-502.90-39	1999 EPA LOAN PRINCIPAL	44,297.13	
L17-1528	006213		01 08/17/2009	510-6055-502.90-14	2000 EPA LOAN INTEREST	4,852.75	
L17-1528	006216		01 08/17/2009	510-6055-502.90-40	2000 EPA LOAN PRINCIPAL	14,441.98	
					VENDOR TOTAL *	78,309.71	
0010337	IL PAPER & COPIER CO						
527869-000	006115		01 08/17/2009	110-2006-413.40-33	PAPER SUPPLIES	1,293.60	
527869-000	006116		01 08/17/2009	110-5030-421.40-33	PAPER SUPPLIES	862.40	
					VENDOR TOTAL *	2,156.00	
0001005	IL SEC OF STATE - CONF SERV PROG						
PD-33	005308		01 08/17/2009	110-6047-512.60-55	PLATE RENEWAL	79.00	
PD-33	005309		01 08/17/2009	110-6047-512.60-55	LATE FEE	20.00	
					VENDOR TOTAL *	99.00	
0004301	IL TOOL SERVICE						
47498	005786		01 08/17/2009	110-6047-512.40-53	SHOP TOOL REPAIR	46.05	
					VENDOR TOTAL *	46.05	
0015044	INDUSTRIAL STEEL SERVICE CENTER INC						
19700	005647		01 08/17/2009	110-6047-512.50-16	TRK/PARTS PW176T	167.00	
19902	005784		01 08/17/2009	110-6047-512.50-16	PW-176T	175.00	
19985	005785		01 08/17/2009	110-6047-512.50-16	PW-176T	100.00	
					VENDOR TOTAL *	442.00	
0013660	INFOTRACK INFORMATION SERVICES, INC						

VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0013660	INFOTRACK INFORMATION SERVICES, INC						
33599	006197	01	08/17/2009	110-1001-411.30-52	BACKGROUND CHECKS	418.00	
33581	006139	01	08/17/2009	110-7060-451.60-42	BACKGROUND CHECKS	75.00	
33600	006140	01	08/17/2009	110-7060-451.60-42	BACKGROUND CHECKS	95.00	
					VENDOR TOTAL *	588.00	
0001896	INSITUFORM TECHNOLOGIES USA INC						
4	005656	01	08/17/2009	510-6056-502.80-13	SEWER CIPP LINING PROJECT	134,110.67	
					VENDOR TOTAL *	134,110.67	
0010731	INTERSTATE BATTERY SYSTEM OF						
58520	005470	01	08/17/2009	110-6047-512.50-16	LIGHTING TEST BOX	47.95	
58569	005471	01	08/17/2009	110-6047-512.50-16	PW-25	95.95	
130050528	006113	01	08/17/2009	110-6047-512.50-16	PARTS/SUPPLIES	351.80	
					VENDOR TOTAL *	495.70	
0000302	INTL ASSN OF FIRE CHIEFS						
84451	005294	01	08/17/2009	110-4020-422.60-37	MEMBERSHIP	204.00	
					VENDOR TOTAL *	204.00	
0003395	INTL PUBLIC MGMT ASSN						
24155041	006070	01	08/17/2009	110-2007-413.60-37	MEMBERSHIP	145.00	
					VENDOR TOTAL *	145.00	
0007239	IPELRA						
09/18/2009	006006	01	08/17/2009	110-2007-413.60-11	REGISTRATION	55.00	
					VENDOR TOTAL *	55.00	
0009363	IPPFA						
7/24/09	005339	01	07/24/2009	760-0000-491.60-59	CONFERENCE REGISTRATIONS	CHECK #: 127348	500.00
					VENDOR TOTAL *	.00	500.00
0000976	JIM'S TOWING						
88094	005346	01	08/17/2009	110-5030-421.60-37	CASE 09-26544	350.00	
87100	005347	01	08/17/2009	110-5030-421.60-37	CASE 09-25409	350.00	
88295	005843	01	08/17/2009	110-5030-421.60-27	CASE 09-29494 ARTICLE 36	350.00	
88166	005844	01	08/17/2009	110-5030-421.60-27	CASE 09-29289 ARTICLE 36	350.00	
					VENDOR TOTAL *	1,400.00	
0013509	K A STEEL CHEMICALS INC						
0581081-IN	006051	01	08/17/2009	510-6057-502.40-10	LIQUID CHLORINE	2,937.62	
					VENDOR TOTAL *	2,937.62	
0005093	KALCO SPECIALTIES, INC						
4205	005881	01	08/17/2009	110-7060-451.60-65	VINTAGE BASEBALL GAME UNI	643.54	
					VENDOR TOTAL *	643.54	
0000314	KALE UNIFORMS						
367177	006154	01	08/17/2009	110-5030-421.40-11	UNIFORM SUPPLIES	227.80	

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VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0000314	KALE UNIFORMS						
367179	006155		01 08/17/2009	110-5030-421.40-11	UNIFORM SUPPLIES	113.90	
367181	006156		01 08/17/2009	110-5030-421.40-11	UNIFORM SUPPLIES	113.90	
367183	006157		01 08/17/2009	110-5030-421.40-11	UNIFORM SUPPLIES	74.90	
367184	006158		01 08/17/2009	110-5030-421.40-11	UNIFORM SUPPLIES	62.94	
367185	006159		01 08/17/2009	110-5030-421.40-11	UNIFORM SUPPLIES	56.95	
367186	006160		01 08/17/2009	110-5030-421.40-11	UNIFORM SUPPLIES	123.96	
					VENDOR TOTAL *	774.35	
0018081	KATOM RESTAURANT SUPPLY						
8883	005906		01 08/04/2009	110-6046-418.50-01	TOILET TISSUE DISPENSERS	CHECK #: 127587	205.12
					VENDOR TOTAL *	.00	205.12
0014725	KELLER & ASSOCS, INC, J J						
007959315	005322		01 08/17/2009	110-6047-512.50-02	SAFETY MANUALS	398.82	
					VENDOR TOTAL *	398.82	
0000323	KIEFT BROTHERS, INC - A/P						
155998	005499		01 08/17/2009	110-6041-432.40-08	MANHOLE ADJUSTING RINGS	55.00	
155997	005500		01 08/17/2009	110-6041-432.40-08	INLET FRAME & GRATE	275.00	
156441	006022		01 08/17/2009	510-6052-501.40-63	VALVE REPAIRS	186.00	
155929	006028		01 08/17/2009	510-6052-501.40-63	VALVE INSTALL	260.00	
155413	006029		01 08/17/2009	510-6052-501.40-63	BRICKS/PALLET DEPOSIT	406.00	
155412	006030		01 08/17/2009	510-6052-501.40-63	BRICKS/PALLET DEPOSIT	211.00	
155996	006031		01 08/17/2009	510-6052-501.40-63	VALVE INSTALL	170.50	
156522	006032		01 08/17/2009	510-6052-501.40-63	VALVE INSTALL	566.60	
156234	006021		01 08/17/2009	510-6056-502.40-29	SEWER REPAIR	24.00	
					VENDOR TOTAL *	2,154.10	
0011896	KIMBALL MIDWEST						
1138512	005383		01 08/17/2009	110-6047-512.50-16	TRK/PARTS PW117	123.17	
1133771	005384		01 08/17/2009	110-6047-512.50-16	NUTS/BOLTS/STOCK	130.62	
1141644	005385		01 08/17/2009	110-6047-512.50-16	RIVETS/LINK	45.91	
1143005	005386		01 08/17/2009	110-6047-512.50-16	NUTS/BOLTS/SCREWS	198.76	
1159589	006001		01 08/17/2009	110-6047-512.50-16	STOCK NUTS/BOLTS/SUPPLIES	385.19	
1159424	006002		01 08/17/2009	110-6047-512.50-16	STOCK	97.60	
					VENDOR TOTAL *	981.25	
0000331	KUBIESA, SPIROFF, GOSSELAR,						
58010M	006221		01 08/17/2009	110-0081-415.30-16	PROFESSIONAL SVCS	85.00	
58010M	006223		01 08/17/2009	110-0081-415.30-19	PROFESSIONAL SVCS	5,472.00	
58010M	006225		01 08/17/2009	110-0081-415.30-44	PROFESSIONAL SVCS	194.03	
58010M	006226		01 08/17/2009	110-0081-415.30-36	PROFESSIONAL SVCS	16,103.00	
58010M	006230		01 08/17/2009	110-1003-412.30-36	PROFESSIONAL SVCS	952.00	
58010M	006229		01 08/17/2009	310-0089-461.30-52	PROFESSIONAL SVCS	3,217.50	
					VENDOR TOTAL *	26,023.53	
0018079	KYANKA, JOHN						
14218	005653		01 08/17/2009	110-0000-331.07-00	VEHICLE STICKER REFUND	36.00	

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VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0018079	KYANKA, JOHN						
					VENDOR TOTAL *	36.00	
0007251 07056-06	LAKOTA GROUP 005655		01 08/17/2009	310-0089-461.80-24	PROFESSIONAL SVCS	2,399.24	
					VENDOR TOTAL *	2,399.24	
0002524 1196079	LAW BULLETIN 006150		01 08/17/2009	110-5030-421.30-98	COURT DOCKET	125.00	
					VENDOR TOTAL *	125.00	
0005635 09-1003	LAW ENFORCEMENT LEGAL REVIEW 006148		01 08/17/2009	110-5030-421.60-51	SUBSCRIPTION	98.00	
					VENDOR TOTAL *	98.00	
0013313	LEACH ENTERPRISES, INC						
890352	005387		01 08/17/2009	110-6047-512.50-16	TRK/PARTS F-1	3,300.58	
890381	005388		01 08/17/2009	110-6047-512.50-16	TRK/PARTS F-1	281.68	
890439	005389		01 08/17/2009	110-6047-512.50-16	RETURNED MERCHANDISE	140.84	
891366	005747		01 08/17/2009	110-6047-512.50-16	PARTS/SUPPLIES	35.52	
891413	005895		01 08/17/2009	110-6047-512.50-16	PARTS/SUPPLIES	7.78	
891611	006124		01 08/17/2009	110-6047-512.50-16	FILTERS	60.00	
					VENDOR TOTAL *	3,544.72	
0006622 94952/1 96584	LEN'S ACE HARDWARE 005600 005759		01 08/17/2009 01 08/17/2009	110-6047-512.50-16 110-6047-512.50-16	WIRE ROPE CLIP PW-90	7.74 7.99	
					VENDOR TOTAL *	15.73	
0012723 103874020090731006162	LEXISNEXIS		01 08/17/2009	110-5030-421.30-98	MONTHLY FEE	543.00	
					VENDOR TOTAL *	543.00	
0017643 91309434	LIGHT BULB DEPOT 28 LLC 005624		01 08/17/2009	110-6044-435.40-26	LAMPS	412.80	
					VENDOR TOTAL *	412.80	
0000509 8/18-31/09 7/18-31/09	LILJEBERG, GLEN R. 005686 005692		01 08/17/2009 01 08/17/2009	110-0086-453.30-52 110-0086-453.30-52	CATV PROF SVCS CATV PROF SVCS	543.50 26.00	
					VENDOR TOTAL *	569.50	
0000346 10144786	LONG ELEVATOR & MACHINE CO INC 005608		01 08/17/2009	110-7060-451.50-01	ELEVATOR INSPECTION	127.00	
					VENDOR TOTAL *	127.00	
0018001 41551	LOOKOUT PORTABLE SECURITY 006082		01 08/17/2009	110-2008-413.40-31	RADIO REPLACEMENT	372.00	
					VENDOR TOTAL *	372.00	
0006582	LUND INDUSTRIES, INC						

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VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0006582	LUND INDUSTRIES, INC						
61153	005787	01	08/17/2009	110-5030-421.80-06	NEW PD4,6,9,15,19 SET-UPS	365.18	
61153	005788	01	08/17/2009	110-5030-421.40-98	MISC SUPPLIES FOR CONSOLE	76.80	
					VENDOR TOTAL *	441.98	
0000617	M & M REPORTING, INC						
44662	005663	01	08/17/2009	110-3015-414.30-13	COURT REPORTING	936.00	
					VENDOR TOTAL *	936.00	
0007611	MARK MONAGHAN						
MR Refund	MR	01	08/17/2009	110-0000-115.07-01	326420	10.00	
					VENDOR TOTAL *	10.00	
0018018	MARQUARDT & BELMONTE, PC						
2546	006201	01	08/17/2009	110-0081-415.30-19	LEGAL SVCS	4,765.37	
2545	006202	01	08/17/2009	110-0081-415.30-63	LEGAL SVCS	4,875.67	
					VENDOR TOTAL *	9,641.04	
0017477	MCALLISTER EQPT CO						
VP3294	005789	01	08/17/2009	110-6047-512.50-16	PW-68	371.08	
VP3295	005790	01	08/17/2009	110-6047-512.50-16	PW-68	211.26	
					VENDOR TOTAL *	582.34	
0007176	MCCANN INDUSTRIES INC						
07106598	005390	01	08/17/2009	110-6047-512.50-16	TRK/PARTS PW22	125.52	
07106528	005391	01	08/17/2009	110-6047-512.50-16	TRK/PARTS PW22	538.09	
07106700	005392	01	08/17/2009	110-6047-512.50-16	STOCK	160.00	
07106699	005393	01	08/17/2009	110-6047-512.50-16	TRK/PARTS PW22	184.01	
07107342	005792	01	08/17/2009	110-6047-512.50-16	STOCK	1,057.64	
07107805	006003	01	08/17/2009	110-6047-512.50-16	TRK/PARTS PW3	237.73	
07107503	006004	01	08/17/2009	110-6047-512.50-16	TRK/PARTS PW3	204.16	
07107263	006005	01	08/17/2009	110-6047-512.50-16	TRK/PARTS PW3	206.76	
					VENDOR TOTAL *	2,713.91	
0002941	MCMaster-CARR SUPPLY CO						
33780878	005292	01	08/17/2009	110-4020-422.50-08	HOSE NOZZLES	92.52	
33522055	005606	01	08/17/2009	110-4020-422.50-01	MAP BOX INSTALLATION	29.53	
33421977	006135	01	08/17/2009	110-6044-435.40-98	VINYL DANGER SIGN	109.37	
33105907	005605	01	08/17/2009	110-6046-418.50-01	EXHAUST FAN INSTALL	14.82	
33118675	005584	01	08/17/2009	110-6047-512.50-16	CONTAINERS	110.35	
33105927	005585	01	08/17/2009	110-6047-512.50-16	CONTAINERS	55.17	
33513691	005586	01	08/17/2009	110-6047-512.50-16	CONTAINERS	55.17	
33650152	005800	01	08/17/2009	110-6047-512.50-16	PARTS ROOM CONTAINERS	82.76	
33931656	005801	01	08/17/2009	110-6047-512.50-16	PARTS ROOM CONTAINERS	55.17	
34252174	006012	01	08/17/2009	110-6047-512.50-16	TRK/PARTS PW176	270.95	
34151192	005880	01	08/17/2009	110-7060-451.60-65	HOOK & LOOP	13.60	
34373536	005900	01	08/17/2009	510-6052-501.40-98	OTHER SUPPLIES	189.45	
34031248	006013	01	08/17/2009	510-6052-501.40-98	WATER VALVES REPAIR	60.09	
33772878	005582	01	08/17/2009	510-6057-502.50-08	SECONDARY #6 REPAIRS	62.41	

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VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0002941 33650170	MCMASTER-CARR SUPPLY CO 005583		01	08/17/2009	510-6057-502.50-08	SECONDARY #6 REPAIRS	82.14	
VENDOR TOTAL *							1,283.50	
0014509	MEDCO SUPPLY CO							
41033558	005442		01	08/07/2009	110-6040-431.40-98	OTHER SUPPLIES	8.70	
41033558	005443		01	08/07/2009	110-6041-432.40-98	OTHER SUPPLIES	8.70	
41033558	005444		01	08/07/2009	110-6043-434.40-98	OTHER SUPPLIES	8.70	
41033558	005445		01	08/07/2009	110-6044-435.40-98	OTHER SUPPLIES	8.70	
41033558	005446		01	08/07/2009	110-6046-418.40-98	OTHER SUPPLIES	8.70	
41033558	005447		01	08/07/2009	110-6047-512.40-98	OTHER SUPPLIES	8.70	
41033558	005448		01	08/07/2009	510-6052-501.40-98	OTHER SUPPLIES	8.70	
41033558	005449		01	08/07/2009	510-6057-502.40-98	OTHER SUPPLIES	8.70	
VENDOR TOTAL *							69.60	
0017725	MEGGITT TRAINING SYSTEM							
INV-0041641	005629		01	08/17/2009	110-5030-421.30-98	RANGE MAINTENANCE	549.00	
VENDOR TOTAL *							549.00	
0000366	MEL'S ACE HARDWARE							
410377/4	005649		01	08/17/2009	110-4020-422.50-01	KEYS	8.07	
410243/4	005535		01	08/17/2009	110-6043-434.40-27	LANDSCAPE FABRIC	5.39	
410234/4	005650		01	08/17/2009	110-6046-418.50-01	BENCH REPAIR	10.99	
410417/4	006019		01	08/17/2009	510-6052-501.40-98	TEFLON PASTE	4.49	
410393/4	006020		01	08/17/2009	510-6052-501.40-98	TRK/PARTS PW121	26.98	
410370/4	005536		01	08/17/2009	510-6057-502.50-08	SECONDARY #6 REPAIRS	31.75	
410410/4	006054		01	08/17/2009	510-6057-502.50-08	TRUCK REPAIR	79.49	
VENDOR TOTAL *							167.16	
0007591	MENARDS - HILLSIDE							
93833	005607		01	08/17/2009	110-4020-422.50-01	PAINT	15.51	
VENDOR TOTAL *							15.51	
0012075	MENARDS-GLENDALE HEIGHTS							
35676	006037		01	08/17/2009	510-6052-501.40-98	BOARDS	29.26	
VENDOR TOTAL *							29.26	
0017680	METRO NORTH INDUSTRIAL TIRE & SPPLY							
63833	005472		01	08/17/2009	110-6047-512.50-20	PW-176T	100.50	
63882	005791		01	08/17/2009	110-6047-512.50-02	PW-25	180.00	
VENDOR TOTAL *							280.50	
0009371	MICRO CENTER A/R							
2043882	006089		01	08/17/2009	110-2008-413.40-72	ROUTER CORD	75.97	
2036823	006090		01	08/17/2009	110-2008-413.40-73	SURGE STRIPS/CAT 5 CABLES	107.88	
2037989	006091		01	08/17/2009	110-2008-413.40-72	RAM/MOUSE PADS	155.89	
2037523	006092		01	08/17/2009	110-2008-413.40-31	PATCH PANEL/CABLE	244.98	
VENDOR TOTAL *							584.72	
0008503	MIDWAY TRUCK PARTS							

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VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0008503 701081 700760	MIDWAY TRUCK PARTS 005473 006014		01 08/17/2009 01 08/17/2009	110-6047-512.50-16 110-6047-512.50-16	PW-90 TRK/PARTS PW170	152.99 3.27	
VENDOR TOTAL *						156.26	
0016423 9/09 RENT	MLRP 388 CAROL LLC 005943		01 08/17/2009	110-7060-451.60-47	MONTHLY RENT/SEPT 2009	3,507.29	
VENDOR TOTAL *						3,507.29	
0005154 243550	MORTON SUGGESTION CO. 005841		01 08/17/2009	110-5030-421.40-98	VIDEO	16.70	
VENDOR TOTAL *						16.70	
0000378 89919608 89923465 89923782 89927876 89927876 89936272 89939302 89939709	MOTOROLA - COLLECTION CTR DR 005394 005395 005396 005397 005398 005399 005793 005794		01 08/17/2009 01 08/17/2009 01 08/17/2009 01 08/17/2009 01 08/17/2009 01 08/17/2009 01 08/17/2009 01 08/17/2009	110-5030-421.40-41 110-5030-421.40-41 110-5030-421.40-41 110-5030-421.80-06 110-5030-421.40-98 110-5030-421.80-06 110-5030-421.80-06 110-5030-421.40-41	EAR PIECE TEST/BATTERIES BATTERIES/ANTENNAS BATTERIES/STOCK SET UP NEW VEHICLE/PD-15, RESTOCKING SUPPLIES SET UP NEW VEHICLE/PD-4, PD-6,9,15 SET-UPS PORTABLE RADIO BATTERIES	182.85 188.38 165.60 27.61 27.62 89.70 80.73 157.00	
VENDOR TOTAL *						919.49	
0000857 10/1/09-9/30/10005654	MUNICIPAL CLERKS OF ILLINOIS 005301		01 08/17/2009	110-1001-411.60-11	MEMBERSHIP	80.00	
VENDOR TOTAL *						80.00	
0018069 112695	MUNICIPAL CODE CORP 005301		01 08/17/2009	110-1001-411.30-54	ONLINE MUNICIPAL CODE	425.00	
VENDOR TOTAL *						425.00	
0001023 136380 136381 136379	MURPHY'S CONTRACTORS EQPT INC 005400 005401 005402		01 08/17/2009 01 08/17/2009 01 08/17/2009	110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16	CONCRETE SAWS CONCRETE SAWS CONCRETE SAWS	85.20 105.45 76.20	
VENDOR TOTAL *						266.85	
0018087 1278454	MWH AMERICAS, INC 005944		01 08/17/2009	110-6040-431.30-26	DRAINAGE STUDIES	7,336.75	
VENDOR TOTAL *						7,336.75	
0014420 0077692	NAPA AUTO PARTS 005750		01 08/17/2009	110-6047-512.50-16	PW-37	19.38	
VENDOR TOTAL *						19.38	
0014038 553502 553502	NATIONAL SAFETY COUNCIL 005802 005803		01 08/17/2009 01 08/17/2009	110-6040-431.60-37 510-6050-501.60-37	09-10 MEMBERSHIP 09-10 MEMBERSHIP	170.00 170.00	

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VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0014038	NATIONAL SAFETY COUNCIL						
					VENDOR TOTAL *	340.00	
0008072 12999539	NEOPOST 005684		01 08/17/2009	110-2006-413.40-33	OFFICE SUPPLIES	247.99	
					VENDOR TOTAL *	247.99	
0013322 151581	NEPM - ASI # 279381 005295		01 08/17/2009	110-4020-422.60-25	JR FIRE HELMETS	870.00	
					VENDOR TOTAL *	870.00	
0011644 N222303 N221169 N220866	NEPTUNE TECHNOLOGY GROUP INC 006039 006040 006058		01 08/17/2009 01 08/17/2009 01 08/17/2009	510-6052-501.40-68 510-6052-501.40-67 510-6052-501.40-68	WATER METERS WATER METER REPAIRS RADIO READ DEVICES	2,401.74 2,903.41 19,680.00	
					VENDOR TOTAL *	24,985.15	
0013520 00-01-52-9415	NICOR GAS 0005291		01 08/17/2009	382-0000-463.80-35	GAS DISCONNECT	652.65	
					VENDOR TOTAL *	652.65	
0016554 AUG 2009 AUG 2009	NORTHWESTERN GROUP MARKETING 005956 005957 005958 005959 005960 005961 005962 005963 005964 005965 005966 005967 005968		01 08/17/2009 01 08/17/2009	110-1001-411.20-04 110-2006-413.20-04 110-2007-413.20-04 110-3015-414.20-04 110-4020-422.20-04 110-4025-424.20-04 110-5030-421.20-04 110-6040-431.20-04 110-7060-451.20-04 210-8070-452.20-04 510-6050-501.20-04 510-6055-502.20-04 530-0088-503.20-04	HEALTH INS HEALTH INS	40.95 230.96 38.33 43.57 822.93 94.02 1,245.54 342.01 57.99 228.99 41.93 57.33 31.45	
					VENDOR TOTAL *	3,276.00	
0008640 482442728001	OFFICE DEPOT 005646		01 08/17/2009	110-2006-413.40-33	SUPPLIES	101.81	
					VENDOR TOTAL *	101.81	
0008045 633133743-01	ORIENTAL TRADING CO INC 006141		01 08/17/2009	110-7060-451.60-65	EDUCATION SUPPLIES	78.91	
					VENDOR TOTAL *	78.91	
0006695 38729	OTTOSEN BRITZ KELLY COOPER & 006153		01 08/17/2009	110-0081-415.30-36	PROFESSIONAL SVCS	72.00	
					VENDOR TOTAL *	72.00	
0008717	PAT KEAN'S FRIENDLY FORD						

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VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0008717	PAT KEAN'S FRIENDLY FORD						
154792	005374		01 08/17/2009	110-6047-512.50-16	AUTO/PARTS E-4	9.47	
153390	005375		01 08/17/2009	110-6047-512.50-16	ACCIDENT REPAIR/PD-16	243.06	
154664	005376		01 08/17/2009	110-6047-512.50-16	TRK/PARTS PD-15	21.77	
154900	005377		01 08/17/2009	110-6047-512.50-16	STOCK	105.78	
155210	005999		01 08/17/2009	110-6047-512.50-16	E-5	18.00	
					VENDOR TOTAL *	398.08	
0000419	PATTEN INDUSTRIES INC						
P50C684452	005498		01 08/17/2009	110-6047-512.50-16	PARTS/SUPPLIES	127.80	
					VENDOR TOTAL *	127.80	
0016699	PLASTIC CARD SOLUTIONS, INC						
16273	006073		01 08/17/2009	110-2008-413.40-73	INK CARTRIDGE	105.70	
					VENDOR TOTAL *	105.70	
0014232	POMP'S TIRE SERVICE, INC						
808723	005481		01 08/17/2009	110-6047-512.50-20	TRUCK #2 TIRES	1,334.08	
					VENDOR TOTAL *	1,334.08	
0000435	PORTABLE COMMUNICATIONS						
I00903669	005474		01 08/17/2009	110-5030-421.50-17	HTE1000 RADIO 250 REPAIR	284.00	
I00903670	005475		01 08/17/2009	110-5030-421.50-17	HTE1000 RADIO 41 REPAIR	284.00	
					VENDOR TOTAL *	568.00	
0000437	PORTER PIPE & SUPPLY CO						
10375672-00	005321		01 08/17/2009	110-6044-435.40-70	CONDUIT	162.41	
10374747-00	006015		01 08/17/2009	110-6047-512.50-16	TRK/PARTS PW154	145.32	
					VENDOR TOTAL *	307.73	
0014926	PRECISION LUBRICANTS						
180502	005476		01 08/17/2009	110-6047-512.40-34	5W30 BULK OIL	498.98	
180504	005477		01 08/17/2009	110-6047-512.40-34	HDZ BULK OIL	501.00	
180503	005478		01 08/17/2009	110-6047-512.40-34	MULTI USE OIL	492.25	
180505	005479		01 08/17/2009	110-6047-512.40-34	15W40 BULK OIL	495.00	
180593	005480		01 08/17/2009	110-6047-512.40-34	DRUM CREDIT	60.00	
181497	005795		01 08/17/2009	110-6047-512.40-34	CAR OIL BULK	484.25	
181496	005845		01 08/17/2009	110-6047-512.40-34	BULK TRUCK OIL	509.73	
					VENDOR TOTAL *	2,921.21	
0014293	PRECISIONFORM, INC						
37590	005903		01 08/17/2009	110-6044-435.40-60	TRAFFIC SIGNAL PARTS	280.00	
					VENDOR TOTAL *	280.00	
0000444	PROSAFETY INC						
2/634540	005436		01 08/07/2009	110-6041-432.40-98	OTHER SUPPLIES	27.36	
2/634540	005437		01 08/07/2009	110-6043-434.40-98	OTHER SUPPLIES	27.36	
2/635560	005659		01 08/17/2009	110-6043-434.40-98	GLOVES	87.25	
2/634540	005438		01 08/07/2009	110-6044-435.40-98	OTHER SUPPLIES	27.37	

PREPARED 08/10/2009, 15:55:58
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 08/17/2009 CHECK DATE: 08/20/2009

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VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0000444	PROSAFETY INC						
2/634540	005439		01 08/07/2009	110-6046-418.40-98	OTHER SUPPLIES	27.37	
2/634540	005440		01 08/07/2009	510-6052-501.40-98	OTHER SUPPLIES	27.37	
2/634540	005441		01 08/07/2009	510-6057-502.40-98	OTHER SUPPLIES	27.37	
VENDOR TOTAL *						251.45	
0000448	RADIOSHACK CORP						
310213	006087		01 08/17/2009	110-2008-413.40-31	RCA CABLE	25.98	
310308	006088		01 08/17/2009	110-2008-413.50-25	PHONE JACK CORD	20.78	
VENDOR TOTAL *						46.76	
0018028	RAMOS, ADAM						
1005 S SPRING	006000		01 08/17/2009	510-6056-502.30-90	SEWER LINE REIMBURSEMENT	1,100.00	
VENDOR TOTAL *						1,100.00	
0001842	RANDALL INDUSTRIES						
99763	005610		01 08/17/2009	110-6046-418.40-98	LIFT RENTAL	450.00	
VENDOR TOTAL *						450.00	
0016300	RB ENTERPRISES						
75726	005678		01 08/17/2009	110-6043-434.30-34	MOWING/LANDSC CONTRACT	7,166.70	
VENDOR TOTAL *						7,166.70	
0018082	REINHOLD, BILL						
07/30/2009	005879		01 08/17/2009	110-7060-451.60-65	SPEAKERS FEE	100.00	
VENDOR TOTAL *						100.00	
0006074	RESOURCE UTILITY SUPPLY CO						
061301	006038		01 08/17/2009	510-6052-501.40-64	VALVE BOX REPAIRS	318.40	
VENDOR TOTAL *						318.40	
0004998	ROBERTS DOUGLAS A						
000019897	UT		01 08/17/2009	510-0000-113.02-00	UB CR REFUND	28.20	
VENDOR TOTAL *						28.20	
0005687	ROESCH CHEVROLET, LARRY						
610308	005587		01 08/17/2009	110-6047-512.50-20	TRK/PARTS PD-41/STOCK	105.44	
610310	005986		01 08/17/2009	110-6047-512.50-16	PD-1	8.82	
VENDOR TOTAL *						114.26	
0004969	ROTARY CLUB OF ELMHURST						
7051	005429		01 08/07/2009	110-7060-451.60-37	MEMBERSHIP	325.00	
7068	006143		01 08/17/2009	110-7060-451.60-37	MEMBERSHIP DUES/MEALS	325.00	
VENDOR TOTAL *						650.00	
0008861	ROYAL RECOGNITION						
09-03783	005761		01 08/17/2009	110-2007-413.60-23	SERVICE AWARDS	354.09	
09-03690	005762		01 08/17/2009	110-2007-413.60-23	SERVICE AWARDS	76.18	
09-03655	005763		01 08/17/2009	110-2007-413.60-23	SERVICE AWARDS	212.27	

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VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0008861	ROYAL RECOGNITION						
09-03673	005764		01 08/17/2009	110-2007-413.60-23	SERVICE AWARDS	983.82	
09-03799	006200		01 08/17/2009	110-2007-413.60-23	SERVICE AWARD	69.68	
					VENDOR TOTAL *	1,696.04	
0001751	S & S INDUSTRIAL SUPPLY						
3071278 RI	006123		01 08/17/2009	110-6046-418.40-24	SUPPLIES	216.41	
					VENDOR TOTAL *	216.41	
0008163	S & S WORLDWIDE, INC						
6330883	005432		01 08/07/2009	110-7060-451.60-65	PROGRAM SUPPLIES	91.98	
6345097	005883		01 08/17/2009	110-7060-451.60-65	EDUCATIONAL SUPPLIES	76.66	
T6345111	005884		01 08/17/2009	110-7060-451.60-65	FREIGHT REFUND	20.00	
					VENDOR TOTAL *	148.64	
0000473	SAKASH, JOHN CO INC						
235907	006036		01 08/17/2009	510-6052-501.40-98	NYLON SLING	13.88	
235483	005549		01 08/17/2009	510-6057-502.50-08	SECONDARY #6 REPAIRS	352.80	
					VENDOR TOTAL *	366.68	
0018077	SALVATION ARMY EDSC						
016	005631		01 08/17/2009	110-5030-421.60-11	TRAINING REGISTRATION	75.00	
					VENDOR TOTAL *	75.00	
0000477	SCHWEPPE						
233055	005643		01 08/17/2009	382-0000-463.80-35	COFFEE MAKER/DECANTERS	714.00	
					VENDOR TOTAL *	714.00	
0010169	SEAWAY SUPPLY						
61523	005902		01 08/17/2009	110-6046-418.40-24	JANITORIAL SUPPLIES	367.50	
61633	006120		01 08/17/2009	110-6046-418.40-24	SUPPLIES	391.20	
61425	005452		01 08/07/2009	510-6057-502.40-98	OTHER SUPPLIES	195.00	
					VENDOR TOTAL *	953.70	
0005195	SELECT METALS						
31178	006053		01 08/17/2009	510-6057-502.50-08	DRAIN PLUGS	406.00	
					VENDOR TOTAL *	406.00	
0000481	SERVICE SPRING						
100270	005403		01 08/17/2009	110-6047-512.50-02	TRK/PARTS PW90	1,228.51	
100329	005485		01 08/17/2009	110-6047-512.50-20	PW-97	364.68	
100240	005486		01 08/17/2009	110-6047-512.50-20	PW-117	82.25	
					VENDOR TOTAL *	1,675.44	
0000484	SEYFARTH SHAW LLP						
1620631	006109		01 08/17/2009	110-0081-415.30-32	LEGAL SVCS	4,500.00	
1620632	006110		01 08/17/2009	110-0081-415.30-32	LEGAL SVCS	1,687.50	
1620633	006111		01 08/17/2009	110-0081-415.30-32	LEGAL SVCS	187.50	
					VENDOR TOTAL *	6,375.00	
0018076	SHERWIN-WILLIAMS CO - GLEN ELLYN						

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0018076 0504-1	SHERWIN-WILLIAMS CO	005603	01 08/17/2009	110-4020-422.50-01	PAINT	22.68	
					VENDOR TOTAL *	22.68	
0012572 4374-8	SHERWIN-WILLIAMS CO	006055	01 08/17/2009	510-6057-502.50-08	PAINT	96.88	
					VENDOR TOTAL *	96.88	
0010072 ARV/10875290	SNAP-ON INDUSTRIAL	006011	01 08/17/2009	110-6047-512.40-53	TOOL REPLACEMENT	43.90	
					VENDOR TOTAL *	43.90	
0003393 43531	STANDARD INDUSTRIAL & AUTO EQPT, INC	005487	01 08/17/2009	110-6047-512.50-16	PW-160	180.10	
					VENDOR TOTAL *	180.10	
0014481 9686462001	STAPLES CREDIT PLAN	006078	01 08/17/2009	110-2008-413.40-73	INK CARTRIDGE	157.96	
					VENDOR TOTAL *	157.96	
0018070 08-06	STRADA CONST CO	005576	01 08/17/2009	110-6048-513.80-34	PUBLIC SIDEWALKS INSTALLA	35,055.17	
					VENDOR TOTAL *	35,055.17	
0008443 1647858 1649442 1633187 1620143 1650730	STREICHER'S	005345 005633 005634 005635 005842	01 08/17/2009 01 08/17/2009 01 08/17/2009 01 08/17/2009 01 08/17/2009	110-5030-421.40-11 110-5030-421.60-27 110-5030-421.60-27 110-5030-421.60-27 110-5030-421.40-11	UNIFORMS BULLETPROOF VESTS BULLETPROOF VESTS BULLETPROOF VEST PLATES RANGE SHIRTS	110.97 6,100.00 2,500.00 244.99 79.88	
					VENDOR TOTAL *	9,035.84	
0008228 96547 96669	SUBURBAN LABORATORIES INC	005544 006049	01 08/17/2009 01 08/17/2009	510-6057-502.30-33 510-6057-502.30-33	LAB TESTING LAB TESTING	1,146.50 1,075.00	
					VENDOR TOTAL *	2,221.50	
0007885 6742 6742	SUBURBAN LIFE PUBLICATIONS	005598 005599	01 08/17/2009 01 08/17/2009	110-6040-431.30-54 510-6050-501.30-54	LEGAL NOTICE LEGAL NOTICE	185.43 185.43	
					VENDOR TOTAL *	370.86	
0002765 40120 40223	SUBURBAN WELDING & STEEL, LLC	005622 005796	01 08/17/2009 01 08/17/2009	110-6046-418.50-01 110-6047-512.50-02	BENCH LEG WELDING TOWER MAST REPR PW-119	225.00 414.00	
					VENDOR TOTAL *	639.00	
0002854 1970	SUNRISE COMMUNICATIONS, INC	005689	01 08/17/2009	110-0086-453.30-52	CATV PROF SVCS	50.00	

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0002854	SUNRISE COMMUNICATIONS, INC					
				VENDOR TOTAL *	50.00	
0000512 34902	SURE LUBRICANTS, INC 005573	01 08/17/2009	510-6057-502.40-34	GEARBOX OIL	880.90	
				VENDOR TOTAL *	880.90	
0017907 07/27/09	TAWZER, LANCE 005341	01 07/28/2009	110-2007-413.60-42	EXPENSE REIMBURSEMENT	CHECK #: 127351	2,500.00
				VENDOR TOTAL *	.00	2,500.00
0000523 86215-00	TERMINAL SUPPLY CO 005797	01 08/17/2009	110-6047-512.50-16	PW-176T	76.81	
				VENDOR TOTAL *	76.81	
0000528 09-2510	THOMPSON ELEVATOR INSPECTION SVC 005638	01 08/17/2009	110-4025-424.30-12	PLAN REVIEW	60.00	
				VENDOR TOTAL *	60.00	
0009514 47034	TONE COMMANDER 006086	01 08/17/2009	110-2008-413.50-25	TELEPHONE REPAIR	204.51	
				VENDOR TOTAL *	204.51	
0000535 07901100	TRANS UNION LLC 006161	01 08/17/2009	110-5030-421.30-98	CREDIT BUREAU SVCS	78.70	
				VENDOR TOTAL *	78.70	
0000403 011409 6091676 6090992	TRANSCHICAGO TRUCK GROUP AND 005488 005489 005490	01 08/17/2009 01 08/17/2009 01 08/17/2009	110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16	RETURNED MERCHANDISE PW-61 PW-117	47.47 22.94 154.02	
				VENDOR TOTAL *	129.49	
0005044 INV-0001675715 INV-0001675718 INV-0001675682 INV-0001675683 INV-0001675719	TRANSSYSTEMS CORP 005878 005973 005877 005972 006064	01 08/17/2009 01 08/17/2009 01 08/17/2009 01 08/17/2009 01 08/17/2009	110-6041-432.80-15 110-6041-432.80-15 110-6048-513.80-25 110-6048-513.80-25 310-0089-461.80-26	PROFESSIONAL SVCS PROF SVCS PROFESSIONAL SVCS PROF SVCS PROF ENG SVCS	8,204.72 9,806.57 11,580.20 620.34 18,500.40	
				VENDOR TOTAL *	48,712.23	
0000536 0000130751 0000130871	TREE TOWNS REPROGRAPHICS, INC 005433 005882	01 08/07/2009 01 08/17/2009	110-7060-451.60-44 110-7060-451.60-65	EXHIBIT SUPPLIES PANEL	167.40 265.00	
				VENDOR TOTAL *	432.40	
0000538 30460	TRI-STATE HYDRAULICS INC 005404	01 08/17/2009	110-6042-433.50-16	TRK/PARTS PW64,PW34	919.28	
				VENDOR TOTAL *	919.28	
0002337	UNION PACIFIC RAILROAD CO					

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0002337 194-88	UNION PACIFIC RAILROAD CO 005698		01 08/17/2009	530-0088-503.30-59	PARKING LOT LEASE	2,634.73	
					VENDOR TOTAL *	2,634.73	
0003709 191565	UNIQUE PRODUCTS & SERV CORP 006128		01 08/17/2009	110-6046-418.40-24	SUPPLIES	478.65	
					VENDOR TOTAL *	478.65	
0008222 202555	UNITED VISUAL 006072		01 08/17/2009	110-2008-413.50-22	HARDWARE REPAIR	133.00	
					VENDOR TOTAL *	133.00	
0018085 109444	UNIVERSAL ASBESTOS REMOVAL 005894		01 08/17/2009	530-0088-503.80-19	ASBESTOS REMOVAL	1,550.00	
					VENDOR TOTAL *	1,550.00	
0005115 4497 4497 4498 4498	UNIVERSAL TAXI DISPATCH, INC 005767 005768 006062 006063		01 08/17/2009 01 08/17/2009 01 08/17/2009 01 08/17/2009	110-0083-443.60-49 110-0083-443.60-19 110-0083-443.60-49 110-0083-443.60-19	SR CITIZEN TAXI SVC DISABLED CITIZEN TAXI SVC SENIOR CITIZEN TAXI SVC DISABLED CITIZEN TAXI SVC	357.90 117.40 285.60 61.40	
					VENDOR TOTAL *	822.30	
0006266 JULY	UNTOUCHABLE AUTO WASH 005837		01 08/17/2009	110-6047-512.50-16	CAR WASHES	344.00	
					VENDOR TOTAL *	344.00	
0017465 00005A30E3319 00005A30E3299 00005A30E3319 00005A30E3299 00005A30E3319	UPS SHIPPER 5A30E3 006118 005299 006117 005300 006119		01 08/17/2009 01 08/17/2009 01 08/17/2009 01 08/17/2009 01 08/17/2009	110-5030-421.30-49 110-6041-432.40-98 110-6041-432.40-98 110-6047-512.40-98 110-6047-512.40-98	SHIPPING FEES SHIPPING FEES SHIPPING FEES SHIPPING FEES SHIPPING FEES	12.80 5.08 32.41 13.20 14.70	
					VENDOR TOTAL *	78.19	
0000550 7/18-31/09	URICK, EUGENIE 005697		01 08/17/2009	110-0086-453.30-52	CATV PROF SVCS	747.50	
					VENDOR TOTAL *	747.50	
0016782 S2437123G	USA MOBILITY WIRELESS, INC 005348		01 08/17/2009	110-5030-421.30-75	ACCT 2437123-9	40.24	
					VENDOR TOTAL *	40.24	
0000555 JULY 2009 JULY 2009 JULY 2009 JULY 2009 JULY 2009	VAN SLYKE ENTERPRISES 006203 006205 006208 006204 006207		01 08/17/2009 01 08/17/2009 01 08/17/2009 01 08/17/2009 01 08/17/2009	110-3015-414.30-12 110-3015-414.30-12 110-3015-414.30-12 310-0089-461.30-52 320-0090-462.30-52	CITY PROPERTY PLANNING 120 ROBERT PALMER DRIVE METRA STATION TIF I TIF II	2,725.00 433.34 41.67 3,408.33 33.33	

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0000555 JULY 2009	VAN SLYKE ENTERPRISES 006206		01 08/17/2009	325-0092-465.30-12	TIF III	50.00	
VENDOR TOTAL *						6,691.67	
0014891 214100/2 214140/2	VILLA PARK ACE 005561 005564		01 08/17/2009 01 08/17/2009	510-6057-502.50-01 510-6057-502.50-08	WEED TRIMMER STRING SECONDARY #6 REPAIRS	12.59 48.48	
VENDOR TOTAL *						61.07	
0000560 01723638 01722793 01723247 01722904 01722791 01724530 01724743 01724625	VILLA PARK ELECTRICAL SUPPLY 005313 005314 005315 005316 005317 006130 006131 006132		01 08/17/2009 01 08/17/2009 01 08/17/2009 01 08/17/2009 01 08/17/2009 01 08/17/2009 01 08/17/2009 01 08/17/2009	110-6044-435.40-53 110-6044-435.40-98 110-6044-435.40-70 110-6044-435.40-70 110-6044-435.40-06 110-6044-435.40-98 110-6044-435.40-70 110-6044-435.40-98	TAPE PHOTO-CELL PVC CONDUIT CONDUIT GROUNDING/CLAMPS LIGHTING BALLAST CONDUIT DISCONNECT/3 PHASE WIRE	105.00 13.00 13.73 29.10 189.40 66.21 21.64 230.00	
VENDOR TOTAL *						668.08	
0018078 19804	VILLAGE OF MAYWOOD 005640		01 08/17/2009	110-4020-422.60-11	CANCELLATION REFUNDS	1,500.00	
VENDOR TOTAL *						1,500.00	
0008762 3385918	VOLTEXX 006084		01 08/17/2009	110-2008-413.50-22	PRINTER REPAIR	255.00	
VENDOR TOTAL *						255.00	
0009313 172589	VULCAN, INC 005311		01 08/17/2009	110-6041-432.40-52	WING BRACKET	200.00	
VENDOR TOTAL *						200.00	
0013353 38931218	VWR INTL INC 005571		01 08/17/2009	510-6057-502.40-25	LAB CHEMICALS	76.58	
VENDOR TOTAL *						76.58	
0015717 478675 478676 478674 478733 478673 478843 478969	WENTWORTH TIRE-BENSENVILLE 005593 005594 005595 005596 005597 005989 005990		01 08/17/2009 01 08/17/2009 01 08/17/2009 01 08/17/2009 01 08/17/2009 01 08/17/2009 01 08/17/2009	110-6047-512.50-20 110-6047-512.50-20 110-6047-512.50-20 110-6047-512.50-20 110-6047-512.50-20 110-6047-512.50-20 110-6047-512.50-20	TIRES/PW117 TIRES/STOCK TIRE DISPOSAL TIRE DISPOSAL TIRES/F-1 PW-92 STOCK	357.66 570.88 7.00 24.50 2,624.00 224.02 356.18	
VENDOR TOTAL *						4,164.24	
0000573 42316 42299	WEST AUTOMOTIVE SERVICE INC 005493 005494		01 08/17/2009 01 08/17/2009	110-6047-512.50-02 110-6047-512.50-02	PD-33 DAMAGE REPAIR PD-15 DAMAGE REPAIR	2,892.20 792.02	

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0000573	WEST AUTOMOTIVE SERVICE INC						
					VENDOR TOTAL *	3,684.22	
0013079 818758933	WEST PAYMENT CENTER 005630		01 08/17/2009	110-5030-421.60-51	SUBSCRIPTION	168.00	
					VENDOR TOTAL *	168.00	
0000575 N33282	WEST SIDE TRACTOR SALES CO 005798		01 08/17/2009	110-6047-512.50-16	PW-37	27.96	
					VENDOR TOTAL *	27.96	
0000576	WEST SUBURBAN OP, INC.						
87634	005886		01 08/17/2009	110-1001-411.40-98	TRAYS/DESK MAIL HOLDER	74.41	
88960	005296		01 08/17/2009	110-4020-422.40-98	LABELMAKER TAPE	68.36	
87109	005839		01 08/17/2009	110-5030-421.40-33	OFFICE SUPPLIES	26.38	
86024	005840		01 08/17/2009	110-5030-421.40-33	OFFICE SUPPLIES	262.56	
3139CM	006146		01 08/17/2009	110-5030-421.40-33	RETURNED MERCHANDISE	41.38	
89463	005885		01 08/17/2009	110-6040-431.40-33	SUPPLIES	15.69	
89539	005911		01 08/17/2009	110-6040-431.40-33	OFFICE SUPPLIES	9.28	
89065	005492		01 08/17/2009	110-6041-432.40-98	2010 CALENDAR	14.84	
89030	005491		01 08/17/2009	110-6047-512.50-16	PRINTER CARTRIDGE	70.68	
88774	005430		01 08/07/2009	110-7060-451.60-65	PROGRAM SUPPLIES	8.09	
89199	005431		01 08/07/2009	110-7060-451.60-65	PROGRAM SUPPLIES	22.25	
87808	005887		01 08/17/2009	110-7060-451.40-31	SHREDDER	252.49	
87385	005888		01 08/17/2009	110-7060-451.40-33	FLASH DRIVE	21.99	
89444	005889		01 08/17/2009	110-7060-451.40-33	SUPPLIES	5.30	
89373	005890		01 08/17/2009	110-7060-451.40-98	BINDER	40.20	
89377	005892		01 08/17/2009	110-7060-451.40-98	DIVIDERS	65.85	
89606	006144		01 08/17/2009	110-7060-451.40-33	BINDER CLIPS	3.57	
88712	006145		01 08/17/2009	110-7060-451.40-33	SUPPLIES	102.87	
					VENDOR TOTAL *	1,023.43	
0004725	WESTMORE SUPPLY CO						
28351	005537		01 08/17/2009	110-6043-434.40-27	LAVA ROCKS	96.90	
28354	005538		01 08/17/2009	110-6043-434.40-27	LAVA ROCKS	30.60	
28346	005539		01 08/17/2009	110-6043-434.40-27	LAVA ROCKS	85.00	
61607	005751		01 08/17/2009	110-6047-512.40-18	FS 2 NEW GENERATOR FUEL	267.06	
					VENDOR TOTAL *	479.56	
0015020 7/27/09	WHITE KNIGHT DETAIL 005752		01 08/17/2009	110-6047-512.50-02	E-1 DETAIL	90.00	
					VENDOR TOTAL *	90.00	
0002838	WHOLESALE DIRECT						
000172038	005495		01 08/17/2009	110-6047-512.50-16	STOCK	20.02	
000172246	005658		01 08/17/2009	110-6047-512.50-16	BACK UP ALARM	116.34	
					VENDOR TOTAL *	136.36	
0016356	WILLIAMS ARCHITECTS						

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0016356 0013432	WILLIAMS ARCHITECTS 005424		01 08/07/2009	110-7060-451.80-23	ONE ROOM SCHOOLHOUSE	1,054.44	
					VENDOR TOTAL *	1,054.44	
0005674 39080	WINKLER'S TREE SERVICE INC 005680		01 08/17/2009	110-6043-434.30-88	PUBLIC DED TREE REMOVAL	25,942.15	
					VENDOR TOTAL *	25,942.15	
0010931 249667 249782	WORLD FUEL SERVICES 005639 005876		01 08/17/2009 01 08/17/2009	110-4020-422.50-08 110-6047-512.40-19	FUEL GASOLINE	631.52 16,594.58	
					VENDOR TOTAL *	17,226.10	
0016234 08/09-08/10	XSPORT FITNESS-NAPERVILLE 005637		01 08/17/2009	110-4020-422.60-98	MEMBERSHIP	392.53	
					VENDOR TOTAL *	392.53	
0012907 157438	YORK CORRUGATED CONTAINER 005838		01 08/17/2009	110-5030-421.40-98	RANGE CARDBOARD	712.40	
					VENDOR TOTAL *	712.40	
0006927 21193	YORKE PRINTE SHOPPE 006142		01 08/17/2009	110-7060-451.60-65	COMIC BOOK WORKSHOP TEMPL	141.26	
					VENDOR TOTAL *	141.26	
0000582 1211319-1 1211569-1 1211323-1 1211909-1	ZENGER'S INC 005496 005497 005799 006035		01 08/17/2009 01 08/17/2009 01 08/17/2009 01 08/17/2009	110-6047-512.40-53 110-6047-512.40-53 110-6047-512.40-53 510-6052-501.40-98	REPAIR TOOL PW-117 REPAIR TOOL SHOP TOOL SOCKET SET	52.57 13.16 53.85 79.55	
					VENDOR TOTAL *	199.13	
0000585 205216-000	ZIEBELL WATER SERVICE PRODUCTS 006059		01 08/17/2009	310-0089-461.80-24	METER PIT	373.21	
					VENDOR TOTAL *	373.21	
0017655 22017191	2ND WIND EXERCISE EQPT 005642		01 08/17/2009	110-4020-422.60-98	UNIVERSAL GYM SYSTEM	4,408.50	
					VENDOR TOTAL *	4,408.50	
					HAND ISSUED TOTAL ***		12,861.70
					TOTAL EXPENDITURES ****	1,433,991.01	12,861.70
				GRAND TOTAL *****			1,446,852.71



CITY OF ELMHURST

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

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

August 13, 2009

To: Mayor DiCianni and Members of the City Council
From: Thomas P. Borchert, City Manager
Re: Video Gaming Act – Ald. Pezza & Ald. Gutenkauf (First Ward)

It is respectfully requested that the attached request from Ald. Pezza & Ald. Gutenkauf regarding Illinois Public Act 096-0034 – Video Gaming Act be referred to the Public Affairs and Safety Committee for review and recommendation back to the City Council.

Respectfully submitted,

Thomas P. Borchert
City Manager

TPB/ds
Attachment

**Copies To All
Elected Officials**

08-13-09

To: Mayor DiCianni and Members of the City Council

From: Paula Pezza, Alderman Ward 1
Diane Gutenkauf, Alderman Ward 1

Date: August 12, 2009

RE: Illinois Public Act 096-0034 -Video Gaming Act

The State of Illinois recently passed Public Act 096-0034 legalizing Video Gambling throughout the State as a way to generate revenue. This Act will rely in part on video gambling to fund Capital programs.

We believe the social costs of Video Gambling will dramatically increase along with placing an additional burden upon the Elmhurst Police Dept. We believe Video Gambling is inappropriate for our community and that Elmhurst would be poorly served by relying on gambling proceeds to fund projects.

Banning this Act will not undermine the Capital Bill. Without this revenue the State will still have the largest Capital Bill in Illinois history. Gov Quinn has also encouraged communities to prohibit Video Gambling if in their judgment they believe this is not a good choice for their community.

This law includes a provision for local governments to prohibit said gambling. Section 27 reads - "Prohibition of video gaming by political subdivision. A municipality may pass an ordinance prohibiting video gaming within the corporate limits of the municipality. A county board may, for the unincorporated area of the county, pass an ordinance prohibiting video gaming with in the unincorporated area of the county."

Given that the DuPage County Board of commissioners recently passed a law outlawing Video Gambling in unincorporated DuPage County, we believe Elmhurst should enact a similar ordinance banning Video Gambling in our community.

We respectfully request this referral be sent to the Public Affairs and Safety Committee for consideration.

Eren

MCO- 16 - 2009

AN ORDINANCE TO AMEND ARTICLE VII ENTITLED, "STOPPING, STANDING, AND PARKING," OF CHAPTER 44 ENTITLED, "MOTOR VEHICLES AND TRAFFIC," OF THE MUNICIPAL CODE OF THE CITY OF ELMHURST, ILLINOIS

WHEREAS, the City deems it necessary, desirable and in the best interest of the public to amend Sections 44.120 and 44.120.1 of Chapter 44 of the Elmhurst Municipal Code which regulates parking on the City's streets.

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

SECTION 1. That Section 44.120 entitled, "No parking zones enumerated," of Division 3 entitled, "Parking Restrictions," of Article VII entitled, "Stopping, Standing, and Parking," of Chapter 44 entitled, "Motor Vehicles and Traffic," of the Elmhurst Municipal Code is amended as follows:

By amending Section 44.120 as follows:

By adding the following paragraph to read as follows:

"On the west side of Hillside Avenue from Eldridge Park to Van Buren Street."

SECTION 2. That Section 44.120.1 entitled, "No parking, standing or stopping zones enumerated," of Division 3 entitled, "Parking Restrictions," of Article VII entitled, "Stopping, Standing, and Parking," of Chapter 44 entitled, "Motor Vehicles and Traffic," of the Elmhurst Municipal Code is amended as follows:

By amending Section 44.120.1 as follows:

By adding the following paragraphs to read as follows:

"On both sides of Howard Avenue, north of Melrose Avenue, between the hours of 8:00 a.m. and 8:45 a.m., and 2:45 p.m. and 3:15 p.m., on those days school is in session.

On the north side of Melrose Avenue from Emroy Avenue to Willow Road, between the hours of 8:00 a.m. and 8:45 a.m., and 2:45 p.m. and 3:15 p.m., on those days school is in session."

SECTION 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**Copies To All
Elected Officials**
08-13-09

SECTION 4. That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Approved this _____ day of _____, 2009.

Peter P. DiCianni III, Mayor

Passed this _____ day of _____, 2009.

Ayes: _____ Nays: _____

Patty Spencer, City Clerk

Erin

MCO - 17 - 2009

AN ORDINANCE TO AMEND ARTICLE II ENTITLED, "RETAIL LICENSES," OF CHAPTER 36 ENTITLED, "LIQUOR," OF THE MUNICIPAL CODE OF THE CITY OF ELMHURST, ILLINOIS

WHEREAS, the City deems it necessary, desirable and in the best interest of the public to amend Section 36.11 of Chapter 36 of the Elmhurst Municipal Code to increase the available number of Class RL liquor licenses.

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

SECTION 1. That Section 36.11 entitled, "Limitation on number of licenses," of Article II entitled, "Retail Licenses," of Chapter 36 entitled, "Liquor," of the Elmhurst Municipal Code is amended to read as follows:

"The number of licenses in each classification, as defined in Section 36.09 of this Chapter, which shall be lawful to issue shall be limited so that the licenses in force and effect at any time shall not exceed the following:

<u>License Class</u>	<u>Maximum Number of Licenses</u>
B	9
PL	11
CBW	4
C	1
RSB	16
RHA	2
RL	12
D	unlimited
BRW	0
PD	1
H	4
SPR	0
SPB	0
WB	2
IWS	1
WBB	3"

SECTION 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**Copies To All
Elected Officials**

08-13-09

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Approved this _____ day of _____, 2009.

Peter P. DiCianni III, Mayor

Passed this _____ day of _____, 2009.

Ayes: _____ Nays: _____

Patty Spencer, City Clerk

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A PURCHASE ORDER BETWEEN THE CITY OF ELMHURST, ILLINOIS,
AND NEPTUNE TECHNOLOGIES FOR THE
2009 WATER METER PURCHASE**

WHEREAS, it is the opinion of a majority of the corporate authorities of the City of Elmhurst ("the City"), that it is advisable, necessary and in the public interest that the City of Elmhurst engage in the 2009 Water Meter Purchase; and

WHEREAS, the City has solicited proposals and has received a satisfactory proposal for a purchase order for the 2009 Water Meter Purchase with Neptune Technologies, (the "Supplier"); and

WHEREAS, it is the opinion of a majority of the corporate authorities of the City that it is advisable, necessary and in the public interest that the City of Elmhurst enter into a purchase order with the supplier for the 2009 Water Meter Purchase.

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

Section 1. The facts and statements contained in the preamble 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 a purchase order with the Supplier, which purchase order is attached hereto marked as Exhibit "A", for the 2009 Water Meter Purchase.

Section 3: The corporate authorities of the City hereby approve the purchase order and the Mayor be and is hereby authorized and directed to execute, and the City Clerk be and is hereby authorized and directed to attest, on behalf of the City, the purchase order by and between the City and the Supplier in substantially the form attached hereto as Exhibit "A", with such changes therein as may be approved by the

officials executing the same, their execution thereof shall constitute conclusive evidence of their approval of the same.

Section 4: 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 Resolution and the purchase order.

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

APPROVED this 17th day of August, 2009, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me the _____ day of August, 2009.

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

ATTESTED and filed in my office,
this _____ day of August, 2009.

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

Exhibit A

**PURCHASE ORDER BETWEEN THE CITY OF ELMHURST, ILLINOIS,
AND NEPTUNE TECHNOLOGIES, FOR THE
2009 WATER METER PURCHASE**



CITY OF ELMHURST
 209 N. York St. Elmhurst, IL 60126
 Phone (630) 530-3000 Fax (630) 530-6403

PURCHASE ORDER NUMBER

22085

Our purchase order number must appear on your invoice in order to process it for prompt payment.

NEPTUNE TECHNOLOGY 1600 ALABAMA HWY 229 TALLASSEE, AL 36078	Date: 8/9/09 Mark shipment for: CITY OF ELMHURST-UTILITIES DEPT 985 S RIVERSIDE DR ELMHURST, IL 60126 All shipments to be made prepaid unless otherwise specified.
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Quantity	Description	Amount	Appropriation Code
2,250	WATR METER MIU 900 REMOTE RADIO READ UNIT PRICE: \$ 82.00	\$ 184,500.00	
	TOTAL:	\$ 184,500.00	510-6052-501-40.68

SUBJECT TO TERMS AND CONDITIONS ON REVERSE SIDE

Special Instructions:

Sales to the City of Elmhurst are exempt from Illinois Sales Tax under 35 ILCS 105/3-5(4).

Our tax exempt # E 9997-4460-05

Approved For Issue: Tom Borchert Date 8.9.09
 Authorized Signature

Received By: _____ Date _____
 Authorized Signature

R - 28 - 2009

A RESOLUTION AUTHORIZING THE EXECUTION OF A DESIGN BUILD CONTRACT BETWEEN THE CITY OF ELMHURST, ILLINOIS, AND ARCO/MURRAY NATIONAL CONSTRUCTION COMPANY, INC. FOR THE FIRST STREET PARKING DECK SITE, 175 WEST FIRST STREET, ELMHURST, ILLINOIS

WHEREAS, the City of Elmhurst has acquired the site located at 175 West First Street, Elmhurst, Illinois and desires to construct a parking deck on the site; and

WHEREAS, the City of Elmhurst has received a proposal for the design and construction management of the First Street parking deck from ARCO/Murray National Construction Company, Inc.; and

WHEREAS, it is advisable, necessary and in the public interest of the City of Elmhurst to enter into a Design Build Contract with ARCO/Murray National Construction Company, Inc. for the First Street parking deck with a design fee of Three Hundred Twenty Six Thousand Dollars (\$326,000.00), a construction management fee of 3.8 % of the cost of the work, an insurance fee of 1.25% of the cost of the work and general conditions to be paid on a unit price basis with a maximum price (for the general conditions) not to exceed 7.5% of the cost of the work (the "Contract").

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

Section 1. The facts and statements contained in the preamble 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 waive the procedure prescribed for competitive bidding and enter into the Contract, which Contract is attached hereto as Exhibit "A," for the design and construction management of the First Street parking deck located at 175 West First Street, Elmhurst, Illinois, with a design fee of Three Hundred Twenty Six Thousand Dollars (\$326,000.00), a construction management fee of 3.8 % of the cost of the work, an insurance fee of 1.25% of the cost of the work and general conditions to be paid on a unit price basis with a maximum price (for the general conditions) not to exceed 7.5% of the cost of the work.

Section 3: The corporate authorities of the City hereby approve the Contract and the Mayor be and is hereby authorized and directed to execute, and the City Clerk be and is hereby authorized and directed to attest, on behalf of the City, the Contract by and between the City and ARCO/Murray National Construction Company, Inc. in substantially the form attached hereto as Exhibit "A," with such changes therein as may be approved by the officials executing the same; their execution thereof shall constitute conclusive evidence of their approval of the same

Section 4: 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 Resolution and the Contract.

Section 5: This Resolution shall be in full force and effect upon its passage and approval by a two-thirds vote of all aldermen now holding office in accordance with law.

APPROVED this 17th day of August 2009, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me the 17th day of August 2009.

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

ATTESTED and filed in my office,
this 17th day of August 2009.

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

Exhibit A

**DESIGN BUILD CONTRACT BETWEEN THE CITY OF ELMHURST, ILLINOIS, AND
ARCO/MURRAY NATIONAL CONSTRUCTION COMPANY, INC. FOR THE FIRST
STREET PARKING DECK, 175 WEST FIRST STREET, ELMHURST, ILLINOIS**

COUNCIL ACTION SUMMARY

SUBJECT: A Resolution Authorizing the Execution of a Design Build Contract Between the City of Elmhurst, Illinois, and ARCO/Murray National Construction Company, Inc. for the First Street Parking Deck Site, 175 West First Street, Elmhurst, Illinois

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

On Monday, July 13, 2009, the Public Works and Buildings Committee issued its majority report recommending to the City Council that the design and construction management of the First Street Parking Deck to be located at 175 West First Street, Elmhurst, Illinois be let out for competitive bidding. On Monday, July 13, 2009, the Public Works and Buildings Committee issued its minority report recommending to the City Council that the City enter into a Design Build Contract with ARCO/Murray National Construction Company, Inc. for the design and construction management of the First Street Parking Deck to be located at 175 West First Street, Elmhurst, Illinois. On Monday, July 20, 2009, the City Council approved the Public Works and Buildings Committee minority report recommendation and directed the City Attorney to prepare a Design Build Contract for the design and construction management work. Contract negotiations were thereafter undertaken with ARCO/Murray National Construction Company, Inc.

The proposed Design Build Contract sets forth the design fee of Three Hundred Twenty Six Thousand Dollars (\$326,000.00), a construction management fee of 3.8 % of the cost of the work, an insurance fee of 1.25% of the cost of the work and general conditions to be paid on a unit price basis with a maximum price (for the general conditions) not to exceed 7.5% of the cost of the work. Section 3.20 of the Elmhurst Municipal Code permits the waiver of competitive bidding for professional services or by a vote of two-thirds of the aldermen holding office (ten of fourteen aldermen). Because ARCO/Murray National Construction Company, Inc. is only providing design and construction management services, each of the trade contracts will be subsequently competitively bid. ARCO/Murray National Construction Company, Inc. will not be providing any of the trade construction work therefore the contract can be considered as professional services, competitive bidding may be waived and the Design Build Contract may be approved by a majority vote of the City Council.

The resolution authorizing the execution of the contract is included for the City Council=s consideration.

CITY OF ELMHURST
DUPAGE COUNTY, ILLINOIS
DESIGN BUILD CONTRACT DOCUMENTS
FOR THE
FIRST STREET PARKING DECK
175 WEST FIRST STREET, ELMHURST, ILLINOIS

OFFICE OF THE CITY MANAGER
209 NORTH YORK ROAD
ELMHURST, ILLINOIS 60126
(630) 530-3010
(630) 530-3014 FAX
tom.borchert@elmhurst.org

CITY OF ELMHURST, ILLINOIS

DESIGN BUILD CONTRACT

Construction Manager Edition

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CITY OF ELMHURST, ILLINOIS

DESIGN BUILD CONTRACT

Construction Manager Edition

This Contract made this ___ day of July, 2009 between the City of Elmhurst, the City, and ARCO/Murray National Construction Company, Inc., the Design Builder, for the design and construction management of the First Street Parking Deck located at 175 West First Street, Elmhurst, Illinois.

ARTICLE 1 GENERAL PROVISIONS

The City and the Design Builder hereby agree as hereinafter set forth:

1. **The Services.** For and in consideration of the payments to be made by the City to the Design Builder, that the Design Builder shall perform the following Design Phase Services and Construction Phase Services, furnish all materials and labor necessary to complete the Design Phase Services and Construction Phase Services, in full compliance with all of the terms and the requirements of this Contract:

(i) Design Phase Services - design of and preparation of the Bidding Documents for the First Street Parking Deck; and

(ii) Construction Phase Services - the construction management of the Assigned Contractors of the First Street Parking Deck in strict compliance with any Change Orders executed by the City and Design Builder after full execution of this Contract, the Specifications, General Conditions, Special Provisions and Contract Bond and appendix attached hereto and incorporated herein by this reference, each of which are essential documents of and made a part of this Contract (collectively, AContract Documents@). To the extent there is a conflict among the Contract Documents, the order of precedence shall be as follows: (1) Change Orders executed by City and the Design Builder; (2) Special Provisions; (3) Specifications; (4) Contract; (5) General Conditions; and (6) Contract Bond.

ARTICLE 2 DEFINITIONS

2.1 **Addendum.** A supplement to the bidding documents, issued prior to the bid opening, for the purpose of clarifying, correcting or otherwise changing the bidding documents previously issued.

2.2 **Architect.** Architect means a person who is licensed as an architect by the Department of Financial and Professional Regulation, State of Illinois.

2.3 **Architect Engineer.** The Architect/Engineer is the professional design firm, and its consultants,

that prepare the Bidding Documents and have certain construction phase duties employed by or under contract to the Design Builder.

2.4 Assigned Contractor. An assigned contractor is a Trade Contractor who has been assigned to the Construction Manager for the limited purposes of scheduling and coordination of the Work. This assignment is limited and the City retains certain rights of the Trade Contract.

2.5 Bidding Documents. The bidding documents include:

- A. Invitation to Bid and Notice to Bidders
- B. Instructions to Bidders
- C. Trade Contractor=s Proposal
- D. The Project Manual which will include:
 - 1. Trade Contract Form
 - 2. General Conditions
 - 3. Supplementary Conditions, if any
 - 4. Specifications
 - 5. Special Provisions, if any
 - 6. Drawings
 - 7. Addenda, if any
 - 8. Assigned Contractor Certification Forms
 - 9. Performance Bond
 - 10. Labor & Material Payment Bond

2.6 Change Order. A change order is a written change in a contract term, other than as specifically provided for in the contract, which authorizes an addition, deletion or revision in the Work or necessitates any increase or decrease in the cost of the contract or the time to completion.

2.7 City. The City of Elmhurst, Illinois.

2.8 Construction Manager. The construction manager is ARCO/Murray National Construction Company, Inc. to whom the City may assign limited administration of the Trade Contracts.

2.9 Consultant. A consultant is any individual, firm, partnership, corporation or other entity that enters into an agreement with the Architect/Engineer for purposes of fulfilling, or assisting the Design Builder or Architect/Engineer in fulfilling the services required by this Contract between the Design Builder and the City.

2.10 Contract. This Design Build Contract which incorporates by reference these documents:

- A. General Conditions
- B. Design Builder=s Certification Form
- C. Any Approved Modifications to the Contract

2.11 Contract Documents. The contract documents include:

- A. The Contract which incorporates by reference:
 - 1. General Conditions
 - 2. Design Builder=s Certification Form
 - 3. Any Approved Modifications to the Contract
- B. Trade Contractor Certification Forms
- C. Specified Insurance
- D. Performance Bond
- E. Labor & Material Payment Bond
- F. Approved Change Orders

2.12 Contractor. When the Contractor appears in the General Conditions for purposes of application to this Contract it shall mean the Design Builder and for purposes of application to any Trade Contract it shall mean the Assigned Contractor.

2.13 Design Builder. The Design Builder is ARCO/Murray National Construction Company, Inc. who has entered into this design-build contract with the City.

2.14 Engineer. Engineer means a person who is licensed as a professional engineer or a structural engineer by the Department of Financial and Professional Regulation, State of Illinois.

2.15 Fabricator. A fabricator is a party that assembles specified material and equipment off-site for a non- standard manufactured product to be incorporated into the Work.

2.16 Final Acceptance. A condition which occurs when the City accepts the certification of the Architect/Engineer that the Contractor has complied with all requirements of its Contract, and that the Contractor is authorized to receive final payment in full, including all retainage.

2.17 Modification. A modification is a written Change Order to the Contract.

2.18 Subcontractor and Suppliers. A subcontractor is any individual, firm, partnership, corporation, joint venture, or other entity, other than the Design Builder or a Trade Contractor, who furnishes any goods or services of any kind under a subcontract entered into with the Design Builder or the City=s Trade Contractors. This legal definition shall govern in general, but various Contract Articles herein shall distinguish between a design consultant, a subcontractor and a supplier. In those cases, a design consultant is a business entity that provides services under the Illinois Architecture Practice Act of 1989 (225 ILCS 305/), the Professional Engineering Practice Act of 1989 (225 ILCS 325/), the Structural Engineering Licensing Act of 1989 (225 ILCS 340/), or the Illinois Professional Land Surveyor Act of 1989 (225 ILCS 330/). A subcontractor is a business entity that has responsibility for a portion of the work that includes on-site installation labor. Suppliers are business entities that furnish only goods produced off-site which will be incorporated into the work by others. The clause on Change Orders and other documents makes such a distinction.

2.19 Substantial Completion. A condition which occurs when the City accepts the certification of the Architect/Engineer that construction is sufficiently complete in accord with the contract documents such that the project, or a designated portion thereof, may be occupied or utilized by the City for its intended purpose.

2.20 Trade Contract. A Trade Contract is a prime construction contract entered into by any individual, firm, partnership, corporation, joint venture or other entity with the City referred to in the General Conditions as the Contract.

2.21 Trade Contractor. A Trade Contractor is any individual, firm, partnership, corporation, joint venture or other entity who has entered into a prime construction contract with the City referred to in the General Conditions as the Contractor.

2.22 Work. The work comprises the complete design and construction required by the Contract Documents and includes all necessary labor to produce such design and construction and all materials and equipment incorporated or to be incorporated in such construction.

ARTICLE 3 CONTRACT DOCUMENTS

3.1 Construction Documents. The Trade Contractors shall not perform any work without documents bearing Architect/Engineer=s signed and dated AIssued for Construction@ stamp. Each Trade Contractor will receive construction documents in a quantity as determined by Construction Manager up to a maximum of six sets. A Trade Contractor may purchase additional sets for a charge to cover reproduction and handling.

3.2 Contract Requirements. The Contract Documents are intended to be complementary and what is required by any one shall be binding as if required by all. Specifications shall generally govern quality of materials and workmanship. Drawings shall generally govern dimensions, details and location of the Work.

3.3 Interpretations and Clarification. All requests for interpretation of the Contract Documents and clarification to facilitate proper execution of the Work by Trade Contractors shall be directed in writing to the Architect/Engineer, who will furnish interpretations and supplemental instructions by means of drawings or otherwise. All such interpretations and instructions which constitute changes shall promptly be brought to the attention of the City.

ARTICLE 4 DESIGN BUILDER=S DUTIES AND RESPONSIBILITIES

4.1 General. The Design Builder shall provide the services indicated herein in accordance with the terms and conditions of the Contract. Using its best skill and judgment, the Design Builder shall provide architectural and engineering services for the preparation of the Bidding Documents for the Work from licensed independent design professionals retained by the Design Builder, who shall be referred to as the Architect/Engineer. Only architects or engineers registered to practice in the particular professional field involved shall prepare or review and approve the design of architectural, structural, mechanical, electrical, civil, or other engineering features of the Work. The Design Builder shall also provide construction management of the Work of the Assigned Contractors as provided in Article 6. The Design Builder and the Architect/Engineer shall coordinate and cooperate on all activities of mutual responsibility throughout the course of the Work.

4.2 Principals in Charge. The Design Builder and the Architect/Engineer shall designate a principal in charge for the Contract. The City shall address all questions and concerns about the Design Builder=s performance of its duties of the Contract to the Design Builder=s principal in charge and all questions and concerns about the Architect/Engineer=s performance of its duties of the Contract to the Architect/Engineer=s principal in charge.

4.3 Site Surveys. The Design Builder shall be required to provide or obtain surveys essential to the design and construction of the Work as a basic service. The Design Builder is responsible for obtaining its own benchmarks, location of utilities and topography information for establishing building and site improvements locations.

4.4 Utility Agreements. The Architect/Engineer shall review each agreement between a public

utility and the City to confirm that the proposed utility service capacity, equipment, entrance location(s) and routing path has been provided to meet the requirements of the project design. The Architect/Engineer shall include all utility costs in the proposed Project Budget at 100% design submittal.

4.5 Permits. When specifically directed by the City, prior to the bidding phase, the Architect/Engineer shall provide the City with sufficient design documents as it may require for purposes of review and/or issuance of general building permits. The Architect/Engineer shall provide the City with all review correction notices or comments issued by the City. When directed by the City, Architect/Engineer shall make corrections to the documents and resubmit to the City for review and/or issuance of permits. The Architect/Engineer shall design to the standards necessary to receive permits from county, state and federal agencies having jurisdiction over any aspect of the project. (EPA, IEPA, Army Corps of Engineers, Water Reclamation Districts, etc.), and shall be responsible to submit for and obtain such permits.

4.6 Federal and State Laws. All applicable Federal and State laws and the rules and regulations of all authorities having jurisdiction over the design of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though written therein in full. The Design Builder shall comply with all State, Federal and local requirements governing the design of the Work and this Contract.

4.7 Building Codes, Standards and Regulations. The Architect/Engineer shall prepare the Bidding Documents and design the Work in compliance with all statutory requirements applicable to municipal public works projects and building codes formally adopted by the City. The design shall be prepared in accordance with all applicable codes and standards in effect at the time the Bidding Documents are issued. All requests for deviation shall be documented by the Architect/Engineer in writing and subject to approval by the City.

4.8 Legal Responsibility. Notwithstanding any other provision herein, the Architect/Engineer shall perform all of its services in conformity with the standards of reasonable care and skill of the profession. The Architect/Engineer shall be responsible for the performance of persons retained by the Architect/Engineer and shall insure that its consultants, subcontractors, agents, employees and officers shall possess the experience, knowledge and character to properly perform their duties.

4.9 Standard of Project Quality. The Architect/Engineer shall exercise professional expertise and judgment in establishing a standard of quality appropriate for the project and its budget. The standard shall be communicated to the City and early in the design process for review.

4.10 Architect/Engineer=s Consultants. The Architect/Engineer shall employ, and be contractually responsible for, all consultants necessary for the performance of the services herein described and be required to complete the project scope.

4.11 Application of Professional Seals. Final technical reports and the Bidding Documents shall

contain a legible seal, signature, date and license expiration date of the architect, structural engineer or professional engineer responsible for the document or under whose supervision the document was prepared.

A. Drawings, including record drawings, shall be sealed in the prescribed manner above.

B. For project manuals and technical reports the seal shall be provided by the design professional responsible for the overall coordination of the project. If more than one design professional has responsibility for portions of the work, additional seals may be provided on the cover, or on a separate signature sheet immediately following the table of contents.

4.12 Programming. A project scope statement will be supplied by the City. The project scope statement will define the project budget.

4.13 Program Analysis. The Design Builder shall:

A. Review and coordinate the data contained in the project scope statement, consult with designated representatives of the City and, when required, visit the project site to obtain a thorough understanding of the existing conditions and the project.

B. Provide a program analysis report containing the coordinated project scope supplemented by all other information necessary to form a complete basis for the project design, including field verification of any information provided by the City.

C. Resolve, in consultation with the City, any discrepancies in the project scope or project budget prior to proceeding to the applicable design phase.

4.14 Project Budget. The project budget is the total funding available for the Work. Any changes to the project budget will be issued in writing by the City Manager. The construction budget limits the funds available for construction. The design budget represents ninety percent, (90%), of the construction budget. The base bid design cannot exceed the design budget unless authorized in writing by the City.

4.15 Contingency Budget. Ten percent, (10%), of the construction budget shall be set aside for the project contingency. When appropriate, the City may permit the base bid to be designed up to 95 percent of the construction budget.

4.16 Alternate Bids. The Architect/Engineer shall prepare the Bidding Documents to include all elements of the Work. When the base bid design clearly exceeds the design budget, the Architect/Engineer shall evaluate the components of the design and move any portion not essential to the function of the project to an alternate bid. All alternate bids shall be clearly identified.

A. Alternate bids may not be included in the project without permission of the City Manager.

B. The Architect/Engineer shall develop in conjunction with the City Manager, an order of priority to be used in awarding alternates.

C. When the base bid design fully accomplishes the scope of Work, alternate bids that enhance the base bid may be included.

4.17 Estimates. The Design Builder shall prepare estimates of probable construction costs at each stage of the project design phase. The estimate shall use the Construction Specification Institute format for itemizing costs by Work activity. The Design Builder, in consultation with the Architect/Engineer, shall submit these estimates with each review submittal. Itemized and detailed final estimates incorporating all addenda are required prior to the bid opening. The City reserves the right to cancel the bid opening if the estimate is not submitted prior to the bid opening. The Design Builder shall be responsible for all costs incurred including re-bidding for failure to comply with the provisions of this Article.

4.18 Responsibility of the Design Builder for Design

A. The Design Builder shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and any other non-construction services furnished by the Design Builder under this Contract. The Design Builder shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other non-construction services. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract. The Design Builder shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by the Design Builder negligent performance of any of the services furnished under this Contract.

B. The Design Builder's construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements of the Work. This includes, but is not limited to actions such as: integrating the design schedule into the Master Schedule to maximize the effectiveness of fast tracking design and construction (within the limits allowed in the Contract), ensuring constructability and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the construction quality control program with the design quality control program, and maintaining and providing the design team with accurate, up to date redline and as built documentation.

4.19 Schematic Design.

A. Based on the program analysis, Architect/Engineer shall prepare up to three (3) design

studies for review and consideration by the City. Design studies may include written descriptions and alternatives, drawings and other documents as appropriate.

B. Cost estimates for each schematic design study shall be provided.

C. Upon review and comment of the schematic design by the City, the Architect/Engineer shall proceed to the applicable design level for one of the proposed designs as modified by any comment during the review.

4.20 Design Development.

A. The Architect/Engineer shall prepare design development submittal based on the program analysis and accepted schematic design. The submittal shall illustrate the resolution of all building and site elements.

B. The Architect/Engineer shall not proceed beyond design development phase until provided with a written statement properly endorsed by the City signifying acceptance of the proposed design. The acceptance statement shall include all agreed upon revisions to the design submitted.

4.21 Division of the Work. The Architect/Engineer shall divide the work into distinct trade divisions. This division shall be clear, concise and comprehensive. All work must be explicitly assigned to a particular trade. The Architect/Engineer shall not include any clause or provision in the contract documents that attempts to assign any of the Work by common trade practice.

4.22 Design Submittals

A. The Design Builder may begin construction on portions of the Work for which the City has reviewed the final design submission and has determined to be satisfactory for beginning construction. The City Manager will notify the Design Builder when the design is cleared for construction. The City will not grant any time extension for any design re-submittal required when, in the opinion of the City Manager, the initial submission failed to meet the minimum quality requirements as set forth in the Contract Documents.

B. The Design Builder will provide two (2) sets of each set of the final Bidding Documents (plans and specifications) to the City. In addition, the Design Builder will provide an electronic copy of bid plans and specification on a compact disk to the City.

4.23 Bidding Documents.

A. The Architect/Engineer shall prepare Bidding Documents consisting of Project Manual, Bid Form(s), and Drawings based on the accepted design development submittal, including all agreed upon revisions, in a form suitable for public bidding of contracts in conformance

with the Illinois Compiled Statutes, and the City's Municipal Code.

B. The Bidding Documents shall be submitted and reviewed by the City. Each submittal will contain, (at a minimum) the Project Manual, Drawings, and a detailed cost estimate.

C. Additional information to be submitted to the City by the 100 percent Bidding Documents submittal includes the final code analysis/regulatory review action checklist, copies of all permits and approvals, proposed list of critical work, explanation of factors used in determining specified construction duration and executed utility agreements, as applicable.

4.24 Review Process.

A. The Architect/Engineer shall provide up to twenty (20) sets of review documents for the City for each review. The City shall reimburse Architect/Engineer for additional review sets.

B. Following the reviews, the Architect/Engineer shall respond to the City Manager in writing to all review comments and questions within 14 calendar days.

4.25 Bidding Phase. All Bidding Documents require the approval of the City prior to the Architect/Engineer printing and distributing documents to the public. Upon approval, the Architect/Engineer shall sign, seal and date all drawings and the project manual with the same date. Dates shall reflect the most recent state of completion.

4.26 Official Advertisement for Bids. The Trade Contracts shall be advertised at least fourteen (14) calendar days before the bid opening. The Architect/Engineer shall provide type of Trade Contract(s) to be bid and estimate information necessary for the advertisement to the City Manager. The advertisement and opening of the bids shall comply with Section 3.20 of the City Municipal Code.

4.27 Document Distribution. The reproduction and distribution of Bidding Documents is the responsibility of the Architect/Engineer. The Architect/Engineer shall maintain an accurate record of all vendor provided printing costs. In-House printing of Bidding Documents is permitted when included in the Contract.

A. The Design Builder shall distribute Bidding Documents to all interested bidders, subcontractors, suppliers, etc.

B. Plan holders shall make a reasonable plan deposit, (as determined by the Design Builder with City Manager's concurrence). The plan deposit may be cash or company check. Plan holders that return Bidding Documents within forty-five (45) calendar days of the bid opening shall have their deposit returned to them. The Bidding Documents will return the deposit within ten (10) days of receipt of Bidding Documents if the plans are in good reusable condition. The Trade Contractors awarded the Work shall not be required to return their Bidding Documents but their deposits shall be returned to them. An accurate record of

all deposits shall be kept by the Design Builder and submitted to the City Manager. All deposits not returned shall be credited to the Design Builder printing reimbursable account and reported with the Design Builder's regular pay requests.

C. Plan holders shall not be charged handling and postage to obtain Bidding Documents for the number of sets included in Appendix A of the Contract. Additional sets above the number listed in Appendix A shall be a reimbursable to the Contract. Postage to return documents shall be at the plan holder expense.

D. The following individuals and offices shall receive the Bidding Documents, or portions of the Bidding Documents as directed by the City Manager. These individuals and offices shall be listed on the plan holder lists.

1. Dodge Plan Rooms. The Architect/Engineer shall send one complete set of bidding documents to the F.W. Dodge Corporation Plan Room in Chicago, IL.

2. The City Clerk's office. Two sets of bidding documents.

4.28 Addenda. The Architect/Engineer shall prepare all required addenda.

- A. All addenda, including all revised drawings and sections, must be approved by the City Manager prior to distribution. The Architect/Engineer shall allow sufficient time for the City review and acceptance of each addendum.

- B. Plan holders and the City shall receive copies of all addenda.

- C. Pre-bid conference minutes and bid tabulations are not to be issued as addenda.

4.29 Bid Openings. The Design Builder shall attend all bid openings.

- A. The Design Builder shall provide bid tabulations to all parties that require the information within two (2) business days. These bid tabulations are to be issued for informational purposes only and shall not be issued as an addendum.

4.30 Bid Analysis. The Design Builder shall provide assistance to the City to identify the apparent successful bidder or bidders.

- A. Review all product substitutions submitted and provide the City with a written recommendation to accept or reject the proposed substitution.

- B. Review all unit prices submitted and provide written recommendation or rejection.

- C. Bids submitted that fail to acknowledge all addenda issued shall be reviewed. The Design

Builder r will be requested to attest that, in the Design Builder=s opinion, the addenda not acknowledged is, or is not, Work related for that particular Trade Contract.

D. Bids submitted that contain additional verbiage applied by the bidder shall be reviewed. The Design Builder will be requested to attest whether, in the Design Builder=s opinion, the additional verbiage does or does not constitute a qualifying statement.

E. When lowest bid received differs substantially from all other bids received, the Design Builder shall contact the low bidder and review the bid as it pertains to the requirements of the Work and report the findings to the City Manager in writing.

F. When single bids are received, the Design Builder shall provide the City Manager with a written explanation of all efforts used to obtain bidders and include an informed opinion addressing the suspected reason(s) a single bid was received.

4.31 Contract Award. The City will notify the Design Builder and all successful bidders of the City=s intent to award a Trade Contract by copy of the Notice of Award.

4.32 Presumption of Award. The Design Builder shall not discuss with bidders, news media, etc., any presumption of award until the award is decided by the City.

4.33 Construction Supervision. The Architect/Engineer shall not be responsible for construction means, methods, techniques, sequences, procedures, supervision or for safety precautions and programs in conjunction with the project or work thereon.

4.34 Construction Documents. The Architect/Engineer shall issue documents stamped and dated "Issued for Construction" to the Assigned Contractors. The Architect/Engineer shall include all addenda issued during bidding within the documents.

A. Each Assigned Contractor will receive construction documents in quantity as determined by the City up to a maximum of six (6) sets. The Assigned Contractor may purchase additional sets for a charge to cover reproduction and handling.

4.35 Contractor Submittals / Shop Drawings, Product Data, Samples.

A. The Architect/Engineer shall review and monitor all required submittals for timeliness and conformance with the Contract Documents and project schedule. The Architect/Engineer shall review and respond to submittals within fourteen (14) calendar days.

B. Each submittal shall be stamped, dated, and either initialed or signed by the reviewer. The reviewer shall provide clear instruction to the contractor of any corrective action to be taken.

C. The Architect/Engineer shall only review those materials and equipment specified in the

Contract Documents. The Architect/Engineer shall not make changes in the Contract requirements through the review of submittals. The Assigned Contractor may not submit and gain approval of material substitutions through the shop drawing review process.

D. If in reviewing the submittal the Architect/Engineer determines that contract changes are required, notify the City Manager and request approval of the required changes prior to returning the submittal to the Assigned Contractor.

E. No activity requiring review of submittals shall be commenced without Architect/Engineer approval. The Construction Manager shall notify the Assigned Contractor to cease the activity until approval is obtained. The Assigned Contractor shall be liable to replace any work that is not in compliance with the subsequently reviewed submittal.

F. The Assigned Contractors are responsible for any applicable licensing with the appropriate licensing authority. The Construction Manager shall receive and review all applicable licenses prior to that contractor or tradesman commencing any Work. Evidence of proper licenses shall be forwarded to the City Manager. The Construction Manager shall not knowingly allow any Work to commence or accept any Work installed by a non-licensed firm or tradesman where licenses are required.

4.36 Periodic Site Visits.

A. The Architect/Engineer shall make periodic site visits as reasonably necessary in accordance with the complexity of the Work and the scheduled construction activities. The Architect/Engineer shall observe the construction operations and report on the progress and quality of the Work being performed to determine, in general, that the Work is proceeding in accordance with the approved materials, finishes and workmanship are in accordance with the Contract Documents.

B. The Architect/Engineer is required to conduct periodic site visits when Assigned Contractors are present on the site and installing their respective trade Work. Site visits shall be made by appropriately experienced personnel with specific knowledge of the requirements of the project as designed and specified.

C. The City shall be notified immediately if, in the Architect/Engineer's opinion, the materials, finishes and/or workmanship does not conform to the Contract Documents, requires special inspection or testing (beyond the specified requirements), or has been disapproved or rejected by the Architect/Engineer.

D. The Architect/Engineer and the Assigned Contractor shall be liable for the replacement and/or any damages incurred as a result of knowingly permitting non-specified material, or otherwise non-conforming Work to be incorporated into the Work.

4.37 Interpretations. When requested by the City or a Trade Contractor, the Architect/Engineer shall provide interpretation of the Contract Documents. The Architect/Engineer shall prepare and distribute supplementary drawings, specifications and instructions as necessary to communicate the interpretation. The Architect/Engineer shall expedite all interpretations in such a manner as to not adversely affect the project schedule or sequence of work and to avoid the potential for a claim by a Trade Contractor.

4.38 Contractors' Payments. The Architect/Engineer shall review and certify the Assigned Contractors' applications for payment.

4.39 Defaulting Contractor. The Architect/Engineer, in the event of default by any Trade Contractor, shall work in concert with the City and the surety for the defaulted contractor to ensure completion of the Work. The Architect/Engineer may be entitled to additional compensation for services provided in assisting The City in completion of the defaulted Trade Contract.

4.40 Redesign. Should the lowest responsible competitive bid obtained on any Trade Contract be in excess of the final detailed statement of probable construction costs, to the extent that the City elects not to award the Work, the City may request the Architect/Engineer, in consultation with the City, redesign and re-bid the Work within the statement of probable construction costs at no additional compensation including miscellaneous expenses such as bid document printing and postage.

4.41 Addenda and Change Orders. Upon notice or discovery, and as directed by the Design Builder, the Architect/Engineer shall perform the required professional services to issue an addenda to the Bidding Documents, or Change Orders to the Contract Documents, to correct or clarify errors, omissions, or ambiguities. This service shall be performed without additional compensation.

4.42 Commissioning.

A. The Architect/Engineer shall specify all tests required for all systems, equipment and devices to be tested and shall specify testing procedures as appropriate. The Architect/Engineer shall witness tests, review and evaluate test reports and notify the City promptly of any deficiencies. A copy of all test results shall be provided to the City.

B. The Architect/Engineer shall advise the City Manager regarding on-site representation for observing specific work critical to the success of the project. Architect/Engineer shall compile a list of Work determined to be critical and submit it for the City's review at the 100% completion stage of design. The submittal shall include justification of the need for on-site representation, the Architect/Engineer staff responsible for observing the Work and an estimate of the duration/frequency of the observation with the resulting cost.

C. The City, Design Builder and the Architect/Engineer shall reach consensus regarding the submitted critical work list and advise the Assigned Contractors of the list at the Pre-Construction Meeting so that the Architect/Engineer can be sufficiently notified and make

arrangements for on-site representation.

D. The Architect/Engineer shall attest that each Assigned Contractor, as required by the Contract Documents, has performed a thorough and systematic performance test and start-up of their respective Work. Each general, mechanical, electrical and fire suppression element and the total system shall be tested in the presence of the Architect/Engineer, all appropriate consultants, and the City prior to substantial completion of the Work. When requested, and if not previously provided in the Contract Documents, the Architect/Engineer shall provide the Assigned Contractor with all design criteria and system design/operation concepts to facilitate performance testing and start-up.

E. The Architect/Engineer shall provide a report to the City that it observed the performance testing and start-up process, and that each Assigned Contractor has demonstrated that all systems comply with the requirements of the Contract Documents. The report shall include any changes and/or reconfiguration which may have occurred during the performance testing and start-up process.

F. The Architect/Engineer shall attest that each Assigned Contractor required by the Contract Documents has provided the specified training of the City=s designated personnel prior to substantial completion. The Architect/Engineer shall attend the training sessions to observe and provide any input into the operation and maintenance of the systems as designed.

4.43 Design Builder Closeout.

A. Prior to the City processing Design Builder=s final payment, Construction Manager shall submit to the City two sets of revised Contract Documents labeled ARecord Construction Drawings,@ which show all changes reported by the Assigned Contractor(s), and all changes made by Change Orders, Addenda, and clarifications made by the Architect/Engineer during construction. Documents shall be submitted in electronic format. One blackline paper copy may also be submitted for use by the City=s personnel.

B. The Design Builder=s final payment is dependent upon final resolution of any fee adjustments required of the City and/or required by the Contract.

C. The Design Builder shall submit final payment under letterhead cover addressed to the City Manager.

ARTICLE 5 ASSIGNMENT OF TRADE CONTRACTS

5.1 Separate Contracts. The City will award separate Trade Contracts as specified in the project manual. The City will assign responsibility for aspects of coordination and scheduling these Trade Contracts to the Construction Manager.

5.2 City=s Retained Rights. The City retains the right to make payments directly to the Assigned Contractors, execute changes in the Work of the Assigned Contractors and enforce the City=s rights and responsibilities as contained in the Trade Contracts.

5.3 Construction Manager Liability. Except as specified in the Contract Documents, the Construction Manager has no obligations or liability for the Assigned Contractor=s Trade Contracts or for the Assigned Contractor=s obligations for the payment of labor and materials in connection with the performance of their Trade Contracts.

ARTICLE 6 CONSTRUCTION MANAGER=S DUTIES AND RESPONSIBILITIES

6.1 General. Using its best skill and judgment, the Design Builder acting as the Construction Manager shall supervise and administer the Work by directing, coordinating, scheduling and expediting the Assigned Contractors= Work. Unless specifically stated in the Contract Documents, the Construction Manager=s responsibilities regarding the Assigned Contractors relate solely to developing and enforcing safety on the Work site, scheduling and coordination of the Assigned Contractors. Additional duties may be stated in the project manual. The Construction Manager's superintendent shall direct the operations of all Assigned Contractors. The Assigned Contractors shall supervise their Work in accordance with the instructions of the Construction Manager, subject to the terms of the Trade Contract. Administration by the Construction Manager shall not relieve the Assigned Contractors from their duty to perform, supervise and direct their own Work.

6.2 City=s Representative. The Construction Manager shall consult and advise the City and act as the City=s representative. The City=s instructions to the Assigned Contractors may be issued through the Construction Manager who shall have authority to act on behalf of the City to the extent provided in this Contract.

6.2 Default. In the event of default by any Assigned Contractor, the Construction Manager shall work in concert with the City and the surety for the defaulted contractor to ensure completion of the Trade Contract. If the Construction Manager fails to so act, all expenses incurred by the City because of the Construction Manager=s failure to properly act shall be at the loss, cost and expense of the Construction Manager and its surety. This provision shall not limit the Construction Manager=s legal rights against third parties.

6.3 Duties of the Construction Manager. The Construction Manager shall:

A. **Coordination.** Oversee, supervise, administer and manage the Work. Develop and provide a master project schedule and other appropriate procedures and methods to ensure that the Assigned Contractors function harmoniously in accordance with the Contract Documents and meet the City=s objectives of cost, time and quality.

B. Superintendent. Employ a competent superintendent, satisfactory to the City, who shall be in attendance at the site throughout the active performance of the Work, and at such other times as may be reasonably necessary, and who shall be authorized to commit the Construction Manager with regard to manpower schedule, coordination and cooperation.

1. The Construction Manager shall submit the resume of the proposed superintendent to the City for review and approval.

2. A letter of authority shall be furnished by the Construction Manager designating the level of authority of the superintendent and any others who may conduct business for the Construction Manager.

3. The superintendent shall have not less than two years documented experience in responsible field supervision for projects of comparable size and complexity.

4. The Construction Manager shall not change the superintendent for the life of the project as long as the superintendent remains an employee of the Construction Manager.

a) In extraordinary circumstances, the Construction Manager may request a change of the superintendent by written request to the City at least fifteen (15) calendar days in advance of its proposed change. No change may be made unless and until the City has given written authorization to do so.

b) In case of an emergency, notify the City as soon as possible, and obtain the City's approval if the substitution is within fifteen (15) calendar days of its proposed change.

c) A request for change of superintendent must include the reasons for the change and a detailed resume of the proposed replacement.

5. In the event the superintendent fails to perform his duties under the contract requirements, the City may, in writing, require the Construction Manager to remove the superintendent from the project. The Construction Manager shall provide a competent replacement.

C. Adequate Staff. Furnish a competent and adequate staff as necessary for the proper administration, coordination and supervision of the Work; coordinate the procurement of all materials and equipment by Assigned Contractors so that they will be available at the time they are needed for the Work; and keep an adequate force of skilled staff on the job to complete the Construction Manager's Work in accordance with all requirements of the Contract Documents.

1. In connection with the services covered by this Contract, any in-house personnel, subcontractors, and outside associates or consultants will be limited to individuals or firms that were specifically identified and agreed to during negotiations. The Construction Manager shall obtain the City's written consent before making any substitution for these designated in-house personnel, subcontractors, associates or consultants.

D. Contractor's Schedule of Values. Review each Assigned Contractor's Schedule of Values to ensure each item of Work required by the Contract Documents is indicated and all values are expressed in separate line item costs for material and labor prior to any Assigned Contractor making application for payment. Each Assigned Contractor shall submit a schedule of values for approval by the City. This schedule of values shall be an itemized breakdown of the cost of the Assigned Contractor's Work. The schedule of values shall be submitted at least fourteen calendar days prior to the first application for payment. The Construction Manager and the City must approve all changes to the Assigned Contractor's Schedule of Values subsequent to the initially approved document. The Assigned Contractor's Schedule of Values shall:

1. Itemize overhead and profit, bonds, insurance, general requirements and mobilization.
2. Itemize by separate line item, the cost for work specified in each section of the project manual. Identify the work of the Assigned Contractor's own labor forces, subcontractors and major suppliers of products or equipment. List quantities of materials specified under unit prices.
3. Break down installed costs into delivered cost of the product with applicable taxes paid and labor costs, excluding overhead and profit.
4. The sum of all items listed in the schedule should equal the Assigned Contractor's Trade Contract amount.
5. Itemize by name and amount all subcontractors and suppliers whose subcontracts will exceed \$10,000, unless otherwise approved by the City and break down large amounts into increments that can be measured between pay periods.
6. Be revised to indicate any changes in the contract amount of subcontractors or suppliers not for change orders.

E. Trade Contractor Stored Materials. Attest to the existence of any stored materials, its protection and identification in accordance with the Contract Documents by initialing the

appropriate item on the Stored Material Log. Payment for stored materials will be limited to those materials listed in the schedule of values.

F. Laying out the Work. Be responsible for properly and accurately laying out the location of the Work, and for all lines, levels, elevations and measurements, for the Assigned Contractors to perform their Work.

G. Communication. Maintain project lines of authority and communication; conduct coordination meetings.

H. Meetings. Convene, be in attendance at, and record minutes of, all meetings required by this Contract throughout the course of the Work as set forth herein. The Construction Manager shall distribute copies of meeting minutes to participants and other interested parties within seven (7) calendar days. The Architect/Engineer, Trade Contractors and consultants shall attend each meeting as appropriate or as requested by the Construction Manager.

1. Orientation / Fee Negotiation
2. Design Submittal Review(s)
3. Pre-Bid
4. Pre-Construction
5. Construction Pay/Progress
6. Substantial Completion
7. Final Acceptance

I. Construction Schedule. Review each Assigned Contractor=s schedule for conformance with the Trade Contract requirements and with the requirements of the Master Project Schedule.

J. Master Project Schedule.

1. Develop, maintain, and enforce the Master Project Schedule and the orderly performance of the Work within the Contract Time. Report changed conditions to the City. The Master Project Schedule shall indicate how the Construction Manager plans to complete the Work within the Contract Time and meet any contractually specified intermediate milestone dates. The project schedule shall be the Construction Manager=s working schedule and used to execute the Work, record and

report actual progress. The Construction Manager shall, within fifteen days after execution of the Contract, prepare and submit to the City Manager for approval three copies of a Master Project Schedule showing the order in which the Construction Manager proposes to perform the Work, and the dates on which the Construction Manager contemplates starting and completing the several salient features of the Work. The Work shall be scheduled so that, upon the start of design and construction, the Work progresses in a continuous and diligent manner. A schedule which does not reflect steady and reasonable progress throughout the design and construction period will be rejected. The Master Project Schedule shall be a critical path method schedule. The Critical Path Method Schedule shall be submitted in a computer-generated format. The Master Project Schedule and the Assigned Contractor=s schedule(s) shall show start dates and end dates for all stages of the Work. The Master Project Schedule and all updates shall be plotted in color. The Master Project Schedule shall clearly show all installation tasks of the Work and identify the critical path schedule items of the Work. Design phases, permits, submittal and approval of shop drawings and samples and delivery dates of critical material or equipment, construction activities, commissioning, and close-out shall be included in the Master Project Schedule. Each activity shall be a discrete item of Work with a duration not to exceed fifteen (15) days. Each activity will be listed with the following information: Activity number, Activity description, duration (days), early/late start, early//late finish, total float, calendar dates, contractor/subcontractor responsible. The Master Project Schedule will show the order and interactivity of the Work elements. The Master Project Schedule must clearly indicate the critical path.

2. Provide a project plan in Microsoft Project - 2000 or similar project management software to define Work tasks and track progress. At least five days prior to Work initiation, the Construction Manager shall provide the City Manager with a hardcopy and a formatted diskette copy or e-mail file copy of the plan. Additionally, the plan is to have a cost per task field for each task B commonly called line item cost. Design costs shall also be detailed. No work is to start without written approval from the City Manager that the plan is approved.

3. Update the schedule weekly, biweekly, or monthly as requested by the City and include actual dates of completed tasks compared to scheduled dates. Updated plans and schedules (hardcopy and formatted diskette or e-mail file copy) showing work progress shall be provided by the Construction Manager on a weekly basis at the beginning of the work week, unless otherwise directed by the City Manager. If there are possible deviations from the original plan, those are to be noted and approved by the City before Work changes are implemented. The schedule shall be submitted to the City in the number of copies as directed at the start of construction.

4. Present and discuss the Master Project Schedule at each progress/pay meeting. A three-week look-ahead schedule shall be submitted weekly to the City Manager and

discussed at the progress meeting. This schedule shall be based on the Master Schedule and expand on it, as appropriate.

5. Verify that each Assigned Contractor=s labor force, product deliveries, and construction equipment are available and adequate for maintaining the Assigned Contractor=s schedule. Report conditions which will adversely affect the Master Project Schedule to the City with recommendations for corrective action.

6. Report in writing on a weekly basis any conditions which will adversely affect the Master Project Schedule; current and anticipated delay factors and their impact; any corrective action taken or planned and the effect of changes in the schedules. The City may review and comment on the schedule and may also attend any scheduling and update meetings. Payment may be denied by the City for the failure to submit and maintain a proper schedule.

K. Monthly Progress Reports. Submit monthly progress reports of design/construction activities to the City Manager. Failure to submit monthly reports may result in delay to Design Builder=s progress payments. The report shall include:

1. Activities completed and items pending since last report.
2. Projected progress.
3. Comparison of schedule and actual progress.
4. Decisions or information required.

L. Submittals. Coordinate processing of shop drawings, product data, samples, project record documents, and other specified submittals by Assigned Contractors.

M. Interpretations. Consult with Architect/Engineer to obtain interpretations of the Contract Documents for Assigned Contractors. Assist in resolution of questions which may arise. Transmit written interpretations to concerned parties.

N. Use of Site. Allocate use and location of temporary offices and storage areas. Provide and maintain adequate temporary utilities. Administer traffic and parking controls.

O. Disposal of Waste Materials. All waste materials generated by any Work shall be handled, transported, stored, and disposed of by the Construction Manager and by any Assigned Contractor at any time in accordance with all applicable Federal, state, or local laws, ordinances, regulations, court orders, or other types of rulings having the effect of the law. Should the City be held liable for any neglect or improper actions by the Construction Manager regarding removal or disposal of any hazardous waste, the Construction Manager

shall reimburse the City for all such liability.

P. Pay Meetings. Review Assigned Contractor's application for payment as it relates to the Work schedule, including contractor's affidavit and sworn statement, and requests for payment for stored materials. The Construction Manager shall recommend approval of the Assigned Contractor's payment request or inform, in writing, the Assigned Contractor, as well as the City and the Architect/Engineer, the reasons why the pay requests should be modified or payment withheld. Applications for progress payments shall include:

1. Invoice-Voucher
2. Contractor's Affidavit and Sworn Statement itemizing the portions of the Work performed by the Assigned Contractor.
3. Waiver(s) of Lien from a) each Subcontractor and/or Supplier and b) the Assigned Contractor for the respective amounts proposed to be paid to each. The application for final payment shall include final lien waivers from all subcontractors and suppliers in the full amount of their Assigned Contracts as reflected on the Contractor's Affidavit and Sworn Statement.
4. Warranties and Guarantees (if applicable)
5. Stored Material Log (if applicable)
 - a) Contractor evidence of title to such materials and equipment;
 - b) Certificate of insurance showing City as an additional insured and showing the amount of the insurance coverage for the stored materials; and

Q. Record Keeping. Maintain at the site of the Work current files of all necessary documents, including submittals and samples, requests for interpretations and responses, change orders, claim files, etc.

R. Claims and Disputes.

1. Record any observed occurrence or Work that might result in a claim by an Assigned Contractor for a change in contract time or amount. The Construction Manager shall enter the claim or dispute into a claims log. The Construction Manager shall promptly notify the City in writing within seven (7) days of any claims or disputes of Assigned Contractors or Subcontractors. The Construction Manager shall provide a current copy of the claims log to the City at each monthly progress/pay meeting. Any disputes or claims shall be referred directly to the City Manager.

2. In consultation with the Architect/Engineer, if necessary, review each Assigned Contractor claim or dispute, including documentation of any time, money or other expenditure made in connection with it. The Construction Manager shall provide a written response, interpretation and recommendation for resolution to the claimant and the City. The City Manager shall make an initial determination and the City Council a final determination on all disputes subject to the Assigned Contractor=s right thereafter to file its claim with the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.

3. While work is in progress, the Construction Manager in consultation with the Architect/Engineer, if necessary, shall observe, measure and verify costs incurred that are related to the dispute. The Construction Manager shall immediately notify the City Manager if additional on-site representation is required to monitor the disputed work.

S. Change Orders.

1. Review Assigned Contractor's proposals for change as it affects the Work schedule and coordination of the project, process the proposals and make recommendations to the Architect/Engineer. Distribute copies to all Assigned Contractors whose work will be affected. Only the City Manager can authorize the Construction Manager to prepare a Request for Proposal or a Change Order. The Construction Manager shall prepare a Request for Proposal or a Change Order for each Trade Contract affected by the proposed change.

2. With the assistance of the Architect/Engineer if necessary, prepare each Request for Proposal or a Change Order including supplemental drawings and/or specifications to fully describe the change in the Work. When requested by the City Manager, the Construction Manager shall submit a cover letter to the Change Order package explaining the need for the Trade Contract change.

3. With the assistance of the Architect/Engineer if necessary, shall review the Assigned Contractor=s proposal for completeness and conformance with the Request for Proposal or Change Order and the Contract Documents. Where Change Orders require additional clarification or additional back-up, the Construction Manager shall obtain such information from the Assigned Contractors prior to forwarding the change order package to the City.

4. Recommend issuance of a Change Order to the City. Recommending issuance of a Change Order shall mean that the Construction Manager has reviewed all quantities, prices and other data in the contractor=s proposal and has found such to be reasonable and in conformance with the provisions of the Contract Documents.

5. When applicable, be responsible for obtaining the signature of the Assigned Contractor prior to forwarding the Change Order package to the City.

6. When requested by the City, be required to attend with the Architect/Engineer and any consultants required City Council meetings to explain any Change Orders presented for City Council approval.

T. Inspection and Testing. Schedule, give notice, and participate in the testing of materials as required, inspection, substantial completion, and final acceptance of the Work of all Trade Contractors.

U. Cleaning. Coordinate the specified construction cleaning and final cleaning.

V. Start-up of Permanent Mechanical and Electrical Equipment. Notify all parties seven (7) calendar days prior to a start-up date. Coordinate the inspection of utilities, systems, and equipment; initial start-up and testing; instruction of the City's operating personnel. Obtain operation and maintenance manuals from Trade Contractors and distribute seven (7) calendar days prior to start-up.

X. Contractors= Record Drawings. Observe the Assigned Contractors= record drawings (as-built) at intervals appropriate to the construction, or not greater than every thirty (30) days. The Construction Manager shall notify the City of any Assigned Contractor=s apparent failure to maintain up-to-date records in accordance with the Contract Documents. The Construction Manager shall assemble project record documents and other project closeout materials from Assigned Contractors and deliver the project record documents to the City.

Y. Substantial Completion - Receive from the Assigned Contractor written notification that the Work, or a designated portion thereof, is substantially complete. This notification shall include a list of any incomplete items. The Construction Manager shall then make a preliminary inspection of the work and preliminary punch list. If Construction Manager is in agreement with the Assigned Contractor, notify the City Manager that a substantial completion inspection meeting is warranted. The Architect/Engineer shall prepare the certificate of substantial completion with the completed punch list and forward the package to the Construction Manager and each Assigned Contractor.

Z. Guarantees, Warranties and Bonds. At substantial completion, obtain from the Assigned Contractors and assemble all guarantees, warranties, maintenance data and bonds. The Construction Manager shall check for coverage, start date and duration in accordance with the Contract Documents before forwarding to the City. The Construction Manager shall obtain and deliver to the City Manager a signed receipt for all materials turned-over to the City. The Construction Manager shall obtain from each Assigned Contractor a final list of all suppliers and subcontractors with complete names, addresses and telephone numbers of persons to be contacted for service and/or replacement of materials and equipment.

AA. Materials and Equipment. Confirm that all extra materials and equipment specified in the Contract Documents which are the property of the City are properly identified, delivered and stored as specified. The Construction Manager shall obtain and transmit signed receipts of such deliveries by the Assigned Contractor to the City accepting the delivery. Proper identification shall include the City project number, project specification number, description of the item and its purpose for use, name, address and phone number of the Assigned Contractor that provided the item.

BB. Final Completion - In consultation with the Architect/Engineer shall be responsible for certifying the completion of all Assigned Contracts. Upon Assigned Contractor notification, the Construction Manager in consultation with the Architect/Engineer shall make an inspection of the completed Work. If the Construction Manager and the Architect/Engineer are in agreement with the Assigned Contractor that all of its Work is complete, the Construction Manager shall notify the City Manager that a final acceptance meeting is warranted.

1. When the Work is confirmed as finally accepted by the Architect/Engineer and the City, the Architect/Engineer shall prepare and issue a Certificate of Final Acceptance to each Assigned Contractor.

- 2 The Construction Manager shall expedite the closeout and final payment for each Assigned Contractor as they complete their contractual obligations.

CC. Contractor Final Payment. Process and the Architect/Engineer shall certify final payment including retention only after all items of the Trade Contract are completed. The Construction Manager shall ensure that the final pay request package is complete in accord with the requirements of the Contract Documents prior to forwarding to the City.

1. The Construction Manager shall obtain from the Assigned Contractor all Contractor=s Affidavits and Sworn Statements, releases, and waivers of lien.

- 2.The Construction Manager shall reconcile all waivers and provide a statement of final accounting to the City when the final waivers are not for the full amount of the Assigned Contract or subcontract.

- 3.The Construction Manager Construction Manager shall complete a Contractor=s Performance Evaluation and forward this along with the Assigned Contractor=s final pay request to the City.

- 4.The Construction Manager shall acknowledge receipt of the Assigned Contractor=s record drawings and the Assigned Contractor=s record drawings shall be transmitted

with the Assigned Contractor=s final pay request to the City Manager.

DD. Site Security. Provide and maintain site security, including entry control of unauthorized persons and protection of the work, materials and construction equipment.

EE. Site Access. Provide and maintain vehicular access to and within the site to provide uninterrupted access to work. Provide and maintain traffic control.

FF. Temporary Environmental Controls. Provide and maintain temporary environmental controls until substantial completion.

GG. Field Office. Provide and maintain field office for the City, Architect/Engineer, and the Construction Manager.

HH. Contractor Performance Evaluation. At the completion of construction and as requested by the City Manager, prepare an evaluation of each Trade Contractor=s performance.

II. Eleven Month Inspection. Notify the Architect/Engineer and who shall make arrangements with the City for an inspection of the Work eleven months after substantial completion of the Work. The Construction Manager in consultation with the Architect/Engineer shall provide a written report of the inspection to the City within seven (7) calendar days. The Construction Manager shall notify affected Assigned Contractor of any corrective action noted in the report.

6.4 Work of Other Contractors. The City reserves the right to execute other contracts in connection with the project. The Construction Manager shall afford other contractors reasonable opportunity for the introduction and storage of their materials and for the execution of their work, and shall properly connect and coordinate its Work with theirs. The Construction Manager shall not commit or permit any act which will interfere with the performance of Work by any other contractor or by the City.

ARTICLE 7 ASSIGNED CONTRACTORS= DUTIES AND RESPONSIBILITIES.

7.1 The Architect/Engineer shall provide in the Trade Contracts that the Assigned Contractors shall:

A. Cooperate with the Construction Manager; coordinate Work of employees and subcontractors; submit scheduling information to the Construction Manager and comply with the master project schedule; and transmit all submittals and notices to the Construction Manager, Architect/Engineer and the City in accordance with the Trade Contract. Under the administration of the Construction Manager, the Assigned Contractors shall coordinate their Work with that of other Trade Contractors.

B. Provide scheduling information to the Construction Manager for incorporation into the master project schedule and update as required.

C. Information to the Construction Manager for the creation of a punch list for review and transmittal to the Architect/Engineer when the Assigned Contractor believes that the work or any part is substantially or finally complete.

D. Turn over to the Construction Manager operation and maintenance data, spare parts and maintenance materials.

7.2 The responsibilities enumerated above are in addition to all other duties and responsibilities of general application stated elsewhere in the Contract Documents.

ARTICLE 8 THE CITY'S DUTIES AND RESPONSIBILITIES

8.1 Project Manager.

A. The City Manager shall be the City's primary representative in the administration of this Contract. The Design Builder, Architect/Engineer and Construction Manager will report to the City Manager.

B. The City Manager shall be the liaison between the Design Builder, Architect/Engineer and Construction Manager respectively and the City. All correspondence between the Design Builder, Architect/Engineer and/or Construction Manager and the City shall be communicated to the City Manager.

8.2 The City Review. The City shall have the right to review and accept the Architect/Engineer's submittal of the respective phases of design services for conformance with the provisions of this Contract and to require a written response to all questions raised regarding such services. The City's review and any acceptance of the Architect/Engineer's submittal does not relieve the Design Builder or the Architect/Engineer of its responsibilities.

8.3 Interpretation of Contract. The City shall have the authority to determine questions of fact that arise in relation to the interpretation of this Contract and the Design Builder's and Architect/Engineer's performance hereunder. However, such determinations, except terminations of the Contract, are subject to the Contract Claims procedures as described in Article 109.10 of the General Conditions. Unless the City agrees otherwise, such determinations and procedures shall not be cause for delay of the performance of this Contract. The Design Builder shall proceed diligently with the performance of this Contract and in accordance with the City's decision whether or not the Design Builder or anyone else has an active claim pending. Continuation of the performance of this Contract shall not be construed as a waiver of any rights accruing to the Design Builder.

8.4 Error/Omission Change Order Policy. The City reserves the right to recover from the Design Builder all or a portion of the costs associated with Change Orders issued to correct errors or Work omitted in the construction documents prepared by the Architect/Engineer. Consequential damages, including any delay of Work or damages incurred by other parties due to errors and omissions of the Architect/Engineer may be included in the recovery.

8.5 Ownership, Dissemination and Publication of Documents. The drawings, specifications, reports, renderings, models, electronic media and all such other documents to be prepared and furnished by the Architect/Engineer pursuant to this Contract, including the copyrights, shall be the property of the City. All documents listed above may be issued for informational purposes without additional compensation to the Architect/Engineer. The Architect/Engineer is prohibited from using any materials noted herein for any purpose that may misrepresent the services they provided.

8.6 Architect/Engineer Performance Evaluations. The City will evaluate the performance of the Design Builder and the Architect/Engineer at the completion of the design and construction phases or as deemed appropriate. The City may also request the Trade Contractors to evaluate the Design Builder or the Architect/Engineer. The Design Builder and the Architect/Engineer has the right to review and respond to its performance evaluations.

ARTICLE 9 COMPENSATION AND PAYMENT

9.1 Basic Design Services Fee. As compensation for design, bidding, construction and close-out phase services of the Architect/Engineer under the Contract, the Design Builder shall receive a lump sum Basic Design Services Fee of Three Hundred Twenty-Six Thousand Dollars (\$326,000.00) to be paid as follows:

Design Phase Compensation. The Design Builder shall be paid forty percent (40%) of the Basic Design Services Fee for the Design Phase Services according to the following schedule:

Program Analysis	Ten percent (10%)
Schematic Design	Ten percent (10%)
Design Development	Eighty percent (80%)

Progress payments shall be paid to the Design Builder upon successful completion of each level. Progress payments proportional to the percentage of completion of services may be made monthly. To be eligible for monthly progress payments, Architect/Engineer shall submit evidence of services completed that is acceptable to the City Manager.

B. Bidding Phase Compensation. The Design Builder shall be paid twenty percent (20%) of the Basic Design Services Fee for the Bidding Phase Services. This compensation is payable upon completion of the submittal of acceptable electronic and paper Bidding Documents to the City and the analysis of the bids received.

C. Construction Phase Compensation. The Design Builder shall be paid thirty percent (30%) of the Basic Design Services Fee for the Construction Phase Services. Progress payments will be paid to the Architect/Engineer in installments proportional to the percentage of construction completed.

D. Project Closeout Phase Compensation. The Design Builder shall be paid ten percent (10%) of the Basic Design Services Fee for the Project Closeout Phase Services. This compensation is payable in one lump sum payment upon completion of all contracted services except the requirements set forth in Article 6.3.II, (Eleven Month Inspection), are not required to be completed as a pre-requisite for full payment. In circumstances of protracted duration of the closeout phase through no fault of the Architect/Engineer, the Architect/Engineer may petition the City Manager for partial compensation for services completed.

9.2 Construction Management Services Fee. As compensation for overseeing, supervising, administering and managing the Work, the Design Builder shall receive a Construction Management Services Fee of Three and Eight Tenths Percent (3.8%) of the cost of the Work. The cost of the Work shall be the aggregate of all amounts paid to the Assigned Contractors under the Trade Contracts. Prior to the Trade Contracts being awarded the cost of the Work shall be based upon the estimated aggregate cost of the Trade Contracts. The Construction Management Services Fee shall be paid as follows:

The Construction Management Services Fee shall be paid monthly in not less than twelve (12) equal installments provided that not more than Twenty Percent (20%) of the Construction Management Services Fee shall be paid prior to the all of the Trade Contracts being awarded.

9.3 Insurance Fee. As compensation for providing the Design Builder=s and Architect/Engineer=s insurance for the Work, the Design Builder shall receive an Insurance Fee of One and Twenty-Five One-Hundredths Percent (1.25%) of the cost of the Work. The cost of the Work shall be the aggregate of all amounts paid to the Assigned Contractors under the Trade Contracts. Prior to the Trade Contracts being awarded the cost of the Work shall be based upon the estimated aggregate cost of the Trade Contracts. The Insurance Fee shall be paid as follows:

The Insurance Fee shall be paid monthly in not less than twelve (12) equal installments provided that not more than Twenty Percent (20%) of the Insurance Fee shall be paid prior to the all of the Trade Contracts being awarded.

9.4 Reimbursable Expenses. The Design Builder shall be reimbursed for actual costs of each reimbursable expense as set forth in Appendix A which is made a part hereof, the aggregate of all reimbursable expenses shall not exceed Seven and Five Tenths percent (7.5%) of the cost of the Work. The cost of the Work shall be the aggregate of all amounts paid to the Assigned Contractors under the Trade Contracts. Prior to the Trade Contracts being awarded the cost of the Work shall be

based upon the estimated aggregate cost of the Trade Contracts. Unless approved in writing by the City, no mark-up will be allowed. The Architect/Engineer shall provide evidence of an authorized expense when requesting any reimbursement. Should the Architect/Engineer require additional reimbursable expenses or wish to change the allocation of funds assigned to the individual reimbursable line items in Appendix A, a written request for said change shall be submitted to the City Manager for review in a timely fashion. No reimbursable expense shall be authorized or expenditure made until a modification has been approved by the City Manager.

9.5 Withholding of Payments.

A. The City may withhold payments, in whole or in part, for a material breach of the Contract, including but not limited to, the Design Builder=s failure to perform services or meet the schedule, design errors or omissions, failure to pay consultants and failure to adhere to terms of this Contract.

9.6 Pay Request. The Design Builder=s requests for compensation shall be in accordance with Section 109 of the General Conditions of the Contract. Each payment application shall be accompanied by the Design Builder=s waiver of lien and by waivers of lien from all subcontractors and suppliers, including design professionals who were included in the payment application, to the extent of that payment, as reflected on the Contractor=s Affidavit and Sworn Statement.

9.7 Final Lien Waivers. The Design Builder=s request for final payment shall include final lien waivers from all subcontractors and suppliers in the full amount of their contracts as reflected on the Contractor=s Affidavit and Sworn Statement. The Design Builder shall also furnish its own final waiver of lien as reflected on the Contractor=s Affidavit and Sworn Statement.

9.8 Payments to Subcontractors and Suppliers. The Design Builder shall pay each of its Subcontractors and Suppliers promptly upon receipt of payment from the City an amount equal to the percentage of total Contract completion allowed to the Design Builder on account of performance by the Subcontractor or Supplier, less the retainage and less amounts previously paid to the Subcontractor or Supplier. The Local Government Prompt Payment Act (30 ILCS 505/1 et. seq.) requires payment to Subcontractors and Suppliers within fifteen (15) calendar days of receipt. The Design Builder shall require that all subcontractors make similar payments to their Subcontractors and Suppliers

ARTICLE 10 BOND AND INSURANCE REQUIREMENTS

10.1 Bonds. The Design Builder shall furnish a performance bond and a labor and material payment bond covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Each bond shall be in the full amount of the Contract on forms acceptable to the City and executed by a surety acceptable to the City. The City shall exercise sole discretion to determine acceptability of bonds. The surety shall meet all of the following standards:

A. Has a current Best=s rating of any level of AB” or better; and a current Best's financial class of AV,” or higher.

B. Is duly licensed in the Illinois Department of Insurance and does not have an unacceptable record of improper conduct or financial problems with the Illinois Department of Insurance.

10.2 Insurance. The Design Builder shall purchase and maintain insurance coverage as set forth in Article 107.17 of the General Conditions. The Architect/Engineer shall purchase and maintain insurance coverage as set forth herein for the life of the Contract. The City shall exercise sole discretion to determine the acceptability of the insurance carriers. Subsequent to execution of the Contract, if the Design Builder or the Architect/Engineer chooses to change insurance carriers, City approval is required.

10.3 Architect/Engineer=s Duty to Maintain Insurance. The Architect/Engineer shall have the duty to confirm that the terms of all insurance comply with the Contract. No action or failure to act on the part of the City shall constitute a waiver of any requirement.

10.4 Failure to Maintain. If the City determines at any time that the Design Builder=s or Architect/Engineer=s insurance does not meet the requirements of the Contract, the City shall provide prompt notice to the Design Builder or the Architect/Engineer, as appropriate. The failure of the Design Builder or the Architect/Engineer to maintain insurance required by the Contract shall constitute a material breach of the Contract and the City, in its sole discretion, may take measures to protect itself and the public from the effect of the breach.

10.5 Evidence of Insurance.

A. The Architect/Engineer shall file with the City evidence of complete coverage of all insurance required with the original signature of the insurance company's authorized agent:

1. A binder or certificate of insurance, or
2. The complete insurance policy.

B. The Design Builder shall not commence Work until acceptable evidence of insurance coverage is on file with the City. The Architect/Engineer shall, at its own expense and delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. The City may stop payment to the Design Builder if the insurance required of the Design Builder or the Architect/Engineer is terminated or reduced below the required amounts of coverage. 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 Design Builder=s or the Architect/Engineer=s obligation to obtain and keep in force the required insurance and to provide the required evidence of insurance.

C. The Certificates of Insurance for coverages other than Workers Compensation and Professional Liability policies shall include the City as additional named insureds for occurrences arising, in whole or part, out of the Work and operations performed.

10.6 General Liability Insurance Requirements.

A. Comprehensive Automobile Liability.

1. Required minimum insurance coverages. The policy shall cover owned, non-owned and hired vehicles.

a. \$ 500,000 Bodily Injury Per Person

b. \$1,000,000 Bodily Injury Per Occurrence

c. \$ 500,000 Property Damage Per Occurrence

d. \$1,000,000 Combined Single Limit Coverage for bodily injury and property damage per occurrence in the same aggregate limit will be accepted in lieu of the separate limits specified.

B: Commercial General Liability. Include coverage for premises and operations, broad form property damage, products completed operations, independent contractor's personal injury liability, and contractual obligations. Coverage shall not be excluded because of the Architect/Engineer=s negligence.

1. The general aggregate limit shall be endorsed on a per project basis.

a. \$1,000,000 Bodily Injury Per Person

b. \$1,000,000 Bodily Injury Aggregate Limit

c. \$ 500,000 Property Damage per Occurrence

d. \$1,000,000 Property Damage Aggregate Limit

e. \$1,000,000 Combined Single Limit Coverage for bodily injury and property damage per occurrence and, in the same aggregate limit, will be accepted in lieu of the separate limits specified above.

C. Umbrella or Excess of Loss Coverage. If the limits specified in Article 5.5.A and 5.5.B are not met, an Umbrella or Excess Liability policy of not less than \$1,000,000 for any one occurrence and subject to the same aggregate over the Comprehensive Automobile Liability

and Commercial/Comprehensive General Liability coverages is acceptable.

10.7 Worker=s Compensation Requirements.

A. Statutory Requirement. Worker=s compensation shall be provided in accordance with 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 Financial and Professional Regulation, Division of Insurance.

B. The Architect/Engineer may use a Self-Insured Plan for Worker's Compensation Insurance if the plan is approved by the State of Illinois. For approval, the Architect/Engineer shall obtain a certificate from the Illinois Industrial Commission, Office of Self-Insurance Administration, Springfield office.

C. Employers Liability

1. Each accident \$500,000
2. Disease-policy limit \$500,000
3. Disease-each employee \$500,000

D. The worker=s compensation insurance carrier, or self insurance service agency where applicable, shall certify that, to the best of its knowledge, the Architect/Engineer has properly reported wage and workforce data and made premium payments in compliance with Illinois= rates and worker classifications.

10.8 Professional Liability Insurance Requirements. Professional liability insurance shall cover the Architect/Engineer against claims the Architect/Engineer may become obligated to pay arising out of the performance of the Architect/Engineer under the Contract and caused by any error or omission of the Architect/Engineer or of any person employed by the Architect/Engineer, or any others for whom the Architect/Engineer is liable. The limit amount of the insurance shall be on a per claim basis.

A. The required coverage is \$5,000,000.

10.9 Builder's Risk Insurance. Builder's Risk Insurance shall be purchased and maintained by the Design Builder.

A. The policy shall be a Completed Value All Risk Builder's Risk/Installation Floater policy or a combination thereof. The policy shall be written in an amount equal to 100% of the total of the contract or 100% of the total sum of all contracts if there are assigned contracts.

B. Coverage shall include the following work and property:

- 1) The installed work of all contractors until final acceptance of the entire project.
- 2) Building materials and supplies, equipment, machinery and fixtures intended to become a permanent part of the project. Coverage shall include on the premises, at temporary storage locations and in transit. For additional information regarding stored materials, see herein.
- 3) Construction forms, scaffolding and temporary structures on the premises.
- 4) Drawings and specifications used to document as-constructed conditions.
- 5) Debris removal resulting from a covered peril.
- 6) Fire or collapse resulting from excluded perils.

C. Coverage may only exclude the following property:

- 1) tools, equipment and other personal property of the Assigned Contractors and their employees;
- 2) vehicles of any kind;
- 3) lawns, trees, shrubs or plants; and,
- 4) the value of existing buildings prior to renovation under this contract.

D. Perils excluded may only include:

- 1) earth movement, including earthquake, landslide or mud slide;
- 2) flood, sewer backup, and seepage;
- 3) dishonest acts of the insured or its employees;
- 4) trick or fraud;
- 5) mysterious disappearance;
- 6) inventory shortage;
- 7) corrosion, rust, rot, mold, wear and tear, except resulting unexcluded loss;

- 8) changes or extremes of temperature and humidity;
- 9) settling, cracking, shrinking, expanding of walls, ceilings, floors, foundations, etc.;
- 10) operation of building ordinances or laws;
- 11) loss of use or occupancy;
- 12) design error, except resulting damage;
- 13) war, rebellion, insurrection, radioactive contamination, and.
- 14) pollution clean up, unless the release results from a covered peril.

E. Additional Insured. The City shall, by endorsement, be included as an additional named insured.

F. City=s Rights. The City reserves the right to take over the policy or extend coverage after default, cancellation or termination of coverage for any reason.

G. Beneficial Occupancy. The policy by its terms or endorsement shall specifically permit and allow for beneficial or partial occupancy prior to final acceptance of the Work by the City.

H. Waiver of Damages. The City and the Design Builder waive all rights each against the other for damages caused by fire or any other peril to the extent any loss or claim is covered by Builder's Risk Insurance or any other valid insurance applicable to the project except such rights as they may have to the proceeds of such insurance held by any of the insured as a result of loss. The Design Builder shall require similar waivers of subrogation from all subcontractors.

ARTICLE 11 TERMINATION AND SUSPENSION OF THE CONTRACT

11.1 Suspension. The City may suspend this Contract upon written notice. The Design Builder shall be paid for services performed prior to the suspension plus any reimbursable expenses then due.

11.2 Termination for Convenience. The City may terminate this Contract on fifteen (15) calendar days' written notice to the Design Builder for the best interest of the City. The Design Builder shall deliver to the City all drawings, specifications, reports, models, electronic media and all such other documents to be prepared and furnished by the Architect/Engineer in the performance of services under this Contract, whether complete or in progress. The Design Builder shall be compensated for services performed prior to the termination date plus any reimbursable expenses then due and other reasonable and unavoidable non-labor costs. Notwithstanding this, payments for work performed made previous to the termination are based on the assumption that the entire contracted scope of

services will be performed. The City reserves the right to recoup any or all previous payments, and the right to deduct from the payments then or thereafter due the Design Builder, in order to establish a fair and reasonable amount of final compensation.

11.3 Termination for Funding. The City's obligations hereunder shall cease immediately, without further payment being required, in any year for which the City or other legally applicable funding source fails to make an appropriation sufficient to pay such obligation. The City shall give Design Builder notice of such termination for funding as soon as practicable after the City becomes aware of the failure of funding.

11.4 Termination for Cause. If the Design Builder fails to perform any of its obligations under this Contract, the City may, after seven (7) calendar days' written notice during which period the Design Builder fails to perform such obligations, terminate the Contract. This shall be without prejudice to any other remedy the City may have. The City reserves the right to recoup any or all previous payments, or deduct from payments due the Design Builder, then or thereafter, for the cost of correcting such deficiencies with a completing Design Builder and, including but not limited to, the cost of additional Architect/Engineer services made necessary by such failure to perform. The City may take possession of any jobsite facilities, records, etc. and use same to the full extent they could have been used by the Design Builder. If the City's expenses in completing the Contract exceed the unpaid balance or the Contract Sum, the Design Builder shall pay the difference to the City.

A. Should The City terminate the Design Builder after bidding and prior to completion of the Work, the City shall not waive any claim it may have as a result of errors or omissions, except that the terminated Architect/Engineer shall not be liable for any changes to the documents made by another Architect/Engineer contracted by the City to complete the Work.

ARTICLE 12 CONTRACT TIME

12.1 Commencement Date. The Work will commence upon the execution of the Contract by the City and the Design Builder.

12.2 Completion Date. The Design Builder shall complete the Work on or before **June 1, 2010**, unless an extension of time is granted to the Design Builder.

12.3 Liquidated Damages.

A. **General.** Liquidated damages are specified in Article 108.11 of the General Conditions and represents a fair and reasonable amount for compensation caused by delay.

B. **Not a Penalty.** Failure on the part of the Design Builder to complete the Work within the Contract Time including such extensions thereof as approved by the City will result in added expense, loss and damage to the City. Liquidated damages are established because such added expense, loss and damage are not reasonably ascertainable and not as a penalty to the Design Builder.

C. Computation. The Design Builder shall pay to the City as liquidated damages the stated sum for each calendar day completion is delayed beyond the Contract Time as adjusted for any extensions approved by the City.

D. Determining Completion. The Design Builder will be deemed to have satisfied the requirements for completion upon substantial completion of all Work required by the Design Builder for purposes of computing liquidated damages.

E. Non-waiver. The following acts shall not constitute a waiver of the Design Builder's obligation to pay liquidated damages:

1. acceptance of or payment for any portion of the work;
2. substantial completion of a portion of the work or occupancy by the City; or
3. The City's requiring or allowing the Design Builder to complete the Work.

F. Additional Costs/Claims of Other Parties. The City's right to recover liquidated damages is in addition to and not a substitute for any right of recovery for additional costs incurred to complete the Work, should the Design Builder fail to do so. Nor shall the City's right to recover liquidated damages be a substitution for or bar to recovery of any additional compensation the City may be obliged to pay any Assigned Contractors for other Work caused by Design Builder's delay or other failure to perform.

G. Other Rights and Remedies. The rights and remedies of the City herein provided are in addition to any other rights and remedies provided under the contract or by operation of law.

ARTICLE 13 GENERAL PROVISIONS

3.1 Governing Law. All applicable federal and state laws and the rules and regulations of all authorities having jurisdiction over construction of the Work shall apply to the Contract throughout and they will be deemed to be included in the Contract the same as though written therein in full. This Contract shall be governed by the laws of the State of Illinois.

13.2 Severability of Clauses. It is agreed that the illegality or invalidity of any term or clause of this Contract shall not affect the validity of the remainder of this Contract, and the Contract shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

13.3 Waiver of Breach. The waiver by either party of any breach of this Contract shall not constitute a waiver as to any other breach.

13.4 Written Notice. Written notices between City and Design Builder shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, via overnight delivery (UPS or FedEx), or via fax with confirmed receipt, or via email, with a

confirming fax or overnight delivery, addressed to the above parties as follows:

A. If to City:

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

B. If to Design Builder:

Design Builder=s Representative:

ARCO/Murray National Construction Company, Inc.
One Oakbrook Terrace
Oakbrook Terrace, Illinois 60181
Attn: Lee Stellakis Project Manager
Phone: 630-599-9100
Fax: 630-599-9100
Email: lstellakis@arcomurray.com

Design Builder=s Senior Representative:

ARCO/Murray National Construction Company, Inc.
One Oakbrook Terrace
Oakbrook Terrace, Illinois 60181
Attn: Brad Danegger, Vice President
Phone: 630-599-9100
Fax: 630-599-9101
Email: bdannegger@arcomurray.com

With a copy to: Nancy P. Inman

Legal Counsel
ARCO/Murray National Construction Company, Inc.
1750 South Brentwood Blvd.
St. Louis, MO 63144
Phone: 314-963-0715
Fax: 314-963-0715
Email: ninman@arco1.com

C. Either party may change its mailing address or other contact information 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.

13.5 Obligations Survive. The obligations or duties imposed upon the Design Builder under the

Contract shall survive any closeout of the Work or termination of the Contract.

13.6 Successors and Assigns. The City and the Design Builder each binds itself, its successors and assigns and legal representative to other party hereto and the successors, assigns and legal representative of such other party in respect to all covenants, agreements and obligations contained herein.

13.7 Independent Contractor. The Design Builder is an independent contractor and in providing its services under this Contract shall not represent to any third party that its authority is greater than that granted to it under the terms of the Contract.

13.8 Permits and Fees. The Design Builder is not responsible for any construction permits or inspection fees which might be assessed upon the City by state or local government. When the City authorizes or directs in writing the acquisition of such permits or payment of such fees, the City will reimburse the Design Builder the amount paid for only the permit or fee (no mark up will be allowed). The Contract Sum will be modified accordingly by Change Order.

13.9 Work of other Professional Service Firms and Contractors. The City reserves the right to execute other agreements in connection with the project.

13.10 Non-Assignment. The Design Builder acknowledges that the City is induced to enter into this Contract by, among other things, the professional qualifications of the Design Builder. The Contract shall be deemed to be exclusive between City and Design Builder. The Design Builder agrees that neither this Contract nor any right or obligations hereunder may be assigned in whole or in part to another firm, without the prior written approval of the City. The City may refuse to accept any substitute Design Builder for any reason.

13.11 Right to Audit. The City shall have the right to have access to and audit all of the Design Builder=s records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this contract throughout the term and for a period of five years after payment. In addition, the City or its authorized representative shall have access to the Design Builder=s facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.

13.12 Confidentiality. The Design Builder shall keep all information concerning the project confidential, except for communications incident to completion of the project between the City, the Design Builder, Architect/Engineer and the Assigned Contractors, and their independent subcontractors, suppliers, and sub-consultants, and except for publicity approved by the City and communications in connection with filings with governmental bodies having jurisdiction over the design and construction of the Work.

13.13 Cooperation with City=s Consultants. The Design Builder agrees to cooperate with any consultant retained by the City, but the Design Builder shall not be contractually responsible for such consultants.

13.14 **Entire Contract.** This Contract (including the Contract Documents) 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 General Conditions, the terms herein shall control. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the City and Design Builder.

This Contract is executed that day and year first written above.

City: City of Elmhurst
Company, Inc.

Contractor: ARCO/Murray National Construction

By: _____
Peter DiCianni, Mayor

By: _____
Brad Dannegger, Vice President

Attest:

Attest:

By: _____
Patty Spencer, City Clerk

By:: _____
Greg Albers, Secretary

APPENDIX A

REIMBURSABLE EXPENSES

Subject to the limitations of Article 9.4, the Design Builder shall provide the following services and be reimbursed for the following expenses:

1. Site fencing - The Design Builder shall build, maintain, relocate and dismantle all temporary barriers and enclosures to protect the site of the Work. The Design Builder shall provide standard 6= chain link barrier fencing at the established boundaries of the Work complete with the appropriate number of access points for both materials and personnel
2. Temporary sanitary facilities
 - A. The Design Builder shall provide and maintain temporary toilet facilities for use of all workers and authorized parties throughout construction period.
 - B. The Design Builder shall provide a minimum of one enclosed combination toilet and urinal unit for every 20 construction personnel, or fraction thereof.
 - C. The Design Builder shall set aside a proportionate number (at least one) of the units for the exclusive use of female employees. The Design Builder shall provide these units with a lock and provide a key to each female employee on the Work site.
 - D. The Design Builder shall service the temporary toilet facilities regularly.
3. Temporary water service - The Design Builder shall provide for temporary water service, including initial hookup or connection charges. The Design Builder shall provide drinking water for its own forces. Each Assigned Contractor shall provide drinking water for its own forces.
4. Temporary power - The Design Builder shall provide for temporary power including service hookup and connection charges.
5. Temporary lighting - The Design Builder shall provide for Work, security, safety and lamps.
6. Temporary Heat - The Design Builder shall provide, operate and maintain approved portable heating devices, including costs of fuel, when required, from start of construction until the Work is substantially complete. The Design Builder shall provide temporary heating in enclosed areas throughout construction period in order to:
 - A. Facilitate progress of the Work by all Assigned Contractors.
 - B. Protect the Work and products against dampness and cold.
 - C. Prevent moisture condensation on surfaces.

- D. Provide specified ambient temperatures for installation and curing of finish materials. The minimum temperatures shall be at least that specified in specific specification sections. Unless otherwise specified, areas in temporary enclosures shall be maintained at temperatures of at least 45 degrees F (7.22 degrees C), 24 hours per day, seven days per week. Unless otherwise specified, areas in permanent enclosures or during placement of interior finishes (woodwork, flooring, painting, drywall, etc) shall be maintained at temperatures of at least 65 degrees F (18.3 degrees C), 24 hours per day, seven days per week.
7. Temporary Enclosure - The Design Builder shall provide sufficient enclosure of an area, structure or building to prevent entrance or infiltration of rainwater, wind or other natural elements, and which will prevent damage from weather or undue heat loss from within enclosed areas.
8. Site security
- A. The Design Builder shall protect the site of the Work from entry of any unauthorized persons.
- B. The Design Builder shall protect the Work, stored materials, and construction equipment from theft and vandalism. The Design Builder shall provide and maintain storage, protection and security for stored materials and equipment on and off the site.
- C. Site security shall commence upon initial mobilization of the work and be maintained until final acceptance of the Work.
9. Field office
- A. The Design Builder shall provide and maintain a field office for its staff , the Architect/Engineer and the City. It shall include a conference table and chairs, plan racks and files, and regular and fax telephones. The conference table shall be a size as to accommodate representatives of the Design Builder, the Architect/Engineer, all Assigned Contractors and the City. The Design Builder shall provide for payment of all utility, telephone, electric and heating bills for the field office. The field office is to be cleaned at least weekly. Provide a 36 in. x 24 in. sign on each office structure to identify occupants and function and an outdoor thermometer.
- C. The Assigned Contractors may provide field offices for their own use at their option and expense.
10. Access and Traffic Controls
- A. The Design Builder shall provide and/or maintain vehicular access to site and within site construct and maintain roads, drives, walk, and parking facilities to provide uninterrupted

access to construction offices, mobilization, work, storage areas and other areas required for execution of the Work.

B. Existing Pavements: Existing streets, drives, and parking areas may be used for construction traffic only if approved in writing by the City. Repair or replace all portions of existing streets, drives, and parking areas damaged during construction work progress. Restore to original or specified condition prior to final acceptance.

C. Traffic Control: The Design Builder shall provide and maintain equipment traffic control and protective devices to expedite the work. The design Builder shall comply with Illinois Department of Transportation regulations for public roads and construction sites.

11. Tree and Plant Protection - The Design Builder shall preserve and protect existing trees and plants at and adjacent to the site which are designated to remain. The Design Builder shall replace or repair trees and plants designated to remain that have been damaged or destroyed due to its construction operations.

12. Temporary Environmental Controls.

A. The Design Builder shall provide controls over environmental conditions at the construction site and maintain until final acceptance.

B. Dust Control. Provide dust control materials to minimize dust from construction operations.

C. Water Control. Control surface water to prevent ponding or damage to the Work, the site or adjoining properties. Provide, operate and maintain pumps as required.

D. Pest Control. Provide rodent control for construction and storage areas. When the use of a rodenticide is deemed necessary, submit a copy of a proposed program to City.

E. Pollution Control. Prevent the discharge of noxious substances from construction operations. Provide equipment and personnel to perform emergency measures to contain spillage and to remove contaminated soils or liquids. Take measures necessary to prevent pollutants from entering public waters.

F. Erosion Control. Plan and execute construction and earthwork in a manner to control surface drainage from cuts and fills, and from borrow and waste disposal areas and to prevent erosion and sedimentation. Provide temporary control measures such as berms, dikes and drains. Provide temporary control measures to prevent silting or runoff of silt or sediment from site.

13. Project Identification Sign - The Design Builder shall provide and maintain a project identification sign. The City will provide format, wording, and logo.

14. Construction Testing - The Design Builder shall provide for all required tests of materials incorporated into the Work.
15. Construction Cleaning
 - A. The Design Builder shall provide regular cleaning and disposal of construction waste from the project site. The Design Builder shall provide covered containers for deposit of waste and rubbish.
 - B. The Design Builder shall remove debris and rubbish from pipe chases, plenums, attics, crawlspaces, and other closed spaces, prior to closing the space.
 - C. The Design Builder shall leave all areas broom clean at close of construction each day.
 - D. The Design Builder shall clean interior areas prior to start of surface finishing. Maintain to protect new finishes.
16. Construction Waste Management and Disposal - At the end of each workday, the Design Builder shall clean up the work and storage areas and stack all materials. Upon completion of the Work, the Design Builder shall insure that all dirt, trash, and debris resulting from the construction operations are removed from the Work area. Disposal of debris shall be made at the Design Builder's expense and shall be delivered to a state approved disposal site. Debris shall not be left in such a manner that wind or other weather conditions can cause the debris to be scattered outside the work area.
17. Final Cleaning
 - A. At completion of Work, or when directed by the City, the Design Builder shall remove all waste, debris, rubbish, tools, construction aids, fences, barriers, temporary utilities, equipment, machinery and surplus materials.
 - B. The Design Builder shall clean and repair all exposed surfaces including windows. The Work is to be left clean and ready for occupancy. Repair, patch, and touch up marred surfaces to specified finish, to match adjacent surfaces. Broom clean all exposed concrete and paved surfaces. Mop all hard surface flooring.
 - C. The Design Builder shall maintain the Work until it or designated portion is accepted by City.