

**AGENDA
OF BUSINESS TO BE BROUGHT BEFORE THE MEETING
OF THE CITY COUNCIL OF ELMHURST, ILLINOIS, 209 NORTH YORK
TUESDAY, SEPTEMBER 8, 2009
7:30 P.M.**

- 1. Call to Order/Pledge of Allegiance/Roll Call**
- 2. Receipt of Written Communications and Petitions from the Public**
- 3. Public Forum**
- 4. Consent Agenda**
 - a. Minutes of the Regular Meeting Held on Monday, August 17, 2009 (City Clerk Spencer): Approve as published
 - b. Minutes of the Executive Session Held on Monday, August 17, 2009 (City Clerk Spencer): Receive and place on file
 - c. Minutes of the Special Meeting Held on Monday, August 24, 2009 (City Clerk Spencer): Approve as published
 - d. Minutes of the Executive Session Held on Monday, August 24, 2009 (City Clerk Spencer): Receive and place on file
 - e. Minutes of the Special Meeting Held on Monday, August 31, 2009 (City Clerk Spencer): Approve as published
 - f. Accounts Payable – August 31, 2009 Total \$ 3,261,334.56
 - g. Bid, Spring Road Business District – Lighting Improvements (City Clerk Spencer): Refer to the Public Works and Buildings Committee (See Item j)
 - h. Parking Classifications for Health Clubs – Aldermen Shea & Leader (City Manager Borchert): Refer to the Development, Planning and Zoning Committee
 - i. Temporary Use Permit Request Clovers Garden Center – Fall 2009 (City Manager Borchert): Concur with the City Manager's recommendation
 - j. Report – Bids, Spring Road Business District Lighting Improvements (PW&B) (See Item g)
 - k. Report – Proposal – Spring Road Business District Streetlight Materials (PW&B)
 - l. Report – 2009 Sanitary Sewer CIPP Lining Change Order (PW&B)
 - m. Report – Qualification Based Selection for the Anaerobic Digester Design Engineer (PW&B)
 - n. Report – First Street Parking Deck Final Design Approval (PW&B)
 - o. Report – Metro Paramedic Services Contract (PA&S)
 - p. Report – City of Elmhurst Adjudication Process (PA&S)
 - q. Report – Knights of Columbus – Oktoberfest Fundraiser (PA&S)
 - r. Report – Immaculate Conception Parish Block Party Request for Temporary Use (PA&S)
 - s. Report – Management and Leasing Agreements for 180 W. Park Avenue and 242 N. York Street (F,CA&AS)
 - t. O-31-2009 – An Ordinance Authorizing the Sale By Auction of Personal Property Owned By the City of Elmhurst
 - u. O-32-2009 – An Ordinance Authorizing the Sale By Auction of Personal property Owned By the City of Elmhurst
 - v. O-33-2009 – An Ordinance Approving a Communication Site Lease Agreement for the Property Located at 364 Scott Street
 - w. O-34-2009 – An Ordinance Approving and Authorizing the Execution of a Non-Exclusive License Agreement By and Between Immaculate Conception Parish and the City of Elmhurst, DuPage and Cook Counties, Illinois
 - x. MCO-18-2009 – An Ordinance Prohibiting Video Gaming Within the City of Elmhurst

- y. ZO-07-2009 – An Ordinance Amending Ordinance Number ZO-01-2009 to Authorize an Extension of time for the Conditional Use for the Property Located At 188 West Butterfield Road, Elmhurst, Illinois
- z. R-29-2009 – A Resolution Authorizing the Execution of an Agreement Between the City of Elmhurst, Illinois, and Total Parking Solutions, Inc., for the Installation and Maintenance of a Pay-By-Space Automated Parking Payment System
- aa. R-30-2009 – A Resolution Authorizing the Execution of Agreements Between the City of Elmhurst, Illinois, and AT&T Corporation for the Provision of Centrex Telecommunications Service

5. Committee Reports

- a. Report – Consultant Agreement for Administrative Services (F,CA&AS)

6. Reports and Recommendations of Appointed and Elected Officials

- a. Updates (Mayor DiCianni)
- b. 2010/11 Budget Schedule (City Manager Borchert)

7. Ordinances

- a. 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

8. Resolutions

- a. R-31-2009 – A Resolution Authorizing the Execution of a Consulting Agreement Between Ken Bartels and the City of Elmhurst, Illinois

9. Other Business

10. Announcements

11. Adjournment

PLEASE NOTE:

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

MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF THE ELMHURST, ILLINOIS
HELD ON MONDAY, AUGUST 17, 2009
209 NORTH YORK STREET
ELMHURST, ILLINOIS

<u>SUBJECT</u>	<u>PAGE</u>
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Receipt of Written Communications and Petitions from the Public -----	1
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Consent Agenda	
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Minutes of Regular Meeting Held on Monday, August 3, 2009 -----	2
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Video Gaming Act – First Ward Aldermen Pezza & Gutenkauf -----	2
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 -----	2
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 -----	2
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-----	2
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 -----	2
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-----	2
Reports and Recommendations of Appointed and Elected Officials	
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Updates (City Manager Borchert)	
• \$4,000,000 General Obligation Refunding Bonds, Series 2009 A -----	5
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Other Business -----	5
Announcements-----	6
Adjournment -----	6

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF ELMHURST, ILLINOIS
HELD ON MONDAY, AUGUST 17, 2009
209 NORTH YORK STREET
ELMHURST, ILLINOIS**

**EXECUTIVE SESSION 7:00 P.M. – DISCUSSION OF MINUTES OF MEETINGS LAWFULLY
CLOSED FOR SEMI ANNUAL REVIEW, LITIGATION AND PERSONNEL**

1. Executive session was called to order at 7:09 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, Stephen Hipskind, Kevin L. York, Chris Nybo, Chris Healy, Steve Morley, Mark A. Mulliner, Patrick Wagner

Absent: Susan J. Rose, Jim Kennedy

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

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

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

Nays: None

12 yeas, 0 nays, 2 absent

Motion duly carried

Alderman Morley moved to adjourn executive session. Alderman Hipskind seconded. Voice vote. Motion carried. Executive session adjourned at 7:46 p.m.

CALL TO ORDER/ PLEDGE OF ALLEGIANCE/ROLL CALL

Attendance: 13

2. The Regular Meeting of the Elmhurst City Council was called to order by Mayor DiCianni at 8:05 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, City Attorney Storino, City Manager Borchert, Fire Chief Kopp

RECEIPT OF WRITTEN COMMUNICATIONS AND PETITIONS FROM THE PUBLIC

3. None.

PUBLIC FORUM

5. Mayor DiCianni recognized Dr. John Jevitz and Olympic hopeful, Jesse Becton. Mr. Becton thanked the ICI and the City of Elmhurst, along with Senator Cronin, Community Bank, Rotary, Lions, District 205, Courts Plus, Francesca's Amici and the Elmhurst Fire Department for their warm welcome and spending time with him. He complimented the citizens of Elmhurst for their honesty and trustworthiness. Mayor DiCianni thanked Dr. Jevitz for sharing Jesse Becton with Elmhurst.

Rosanne Zacarro
487 Mitchell
Elmhurst, IL 60126

Spoke regarding the lack of programs for Elmhurst teens and mentioned creating a Youth Engagement Task Force that could be beneficial to the youths and parents of Elmhurst.

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

Spoke on his meaning of corruption – increasing taxes in Elmhurst.

CONSENT AGENDA

6. 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 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

August 13, 2009

To: Mayor DiCianni and Members of the City Council
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,
/s/ Thomas P. Borchert
City Manager

- 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

Ordinance MCO-16-2009 was presented for passage.

- 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

Ordinance MCO-17-2009 was presented for passage.

- 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

Resolution R-26-2009 was presented for passage.

- 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

Resolution R-27-2009 was presented for passage.

- 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

Resolution R-28-2009 was presented for passage.

Alderman Shea pulled item **6c. Accounts Payable – August 17, 2009 Total \$ 1,446,852.71**. Alderman Wagner pulled item **6e. 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**. Alderman Gutenkauf pulled item **6i. 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**.

Alderman York moved to approve the contents of the Consent Agenda less items **6c. Accounts Payable – August 17, 2009 Total \$ 1,446,852.71**, **6e. 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** and **6i. 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**. Alderman Gutenkauf seconded. Roll call vote:

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

Nays: None

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

Alderman Shea stated she pulled item **6c. Accounts Payable – August 17, 2009 Total \$ 1,446,852.71** to address the legal fees listed for the law firm Kubiesa, Spiroff & Gosselar. She stated the fees from June to present have totaled \$97,000. Alderman Shea stated it was her understanding that the former law firm would have any outstanding work completed by July. Alderman Shea moved to approve item **6c. Accounts Payable – August 17, 2009 Total \$ 1,446,852.71** minus item 0000331 until further review with City Manager Borchert, City Attorney Storino and Mayor DiCianni. Alderman Gutenkauf seconded.

Alderman Nybo stated he had two (2) questions for the City Attorney. Can the Council discuss this in an open meeting and does the City Attorney agree with the motion.

City Attorney Storino replied, yes, it is okay to discuss in open session. He replied he could not comment on the second question. City Attorney Storino stated that there was an agreement that the former law firm handle some of the items in the transition.

Discussion ensued regarding many questions and comments from the Council regarding the legal services and fees from the Kubiesa, Spiroff & Gosselar law firm.

Roll call vote to approve item **6c. Accounts Payable – August 17, 2009 Total \$ 1,446,852.71** minus item 0000331 until further review with City Manager Borchert, City Attorney Storino and Mayor DiCianni:

Ayes: Shea, Gutenkauf, Pezza, Bram, Nybo, Healy, Morley, Kennedy

Nays: Leader, Hipkind, York, Mulliner, Wagner

Results: 8 ayes, 5 nays, 1 absent
Motion duly carried

Alderman Wagner stated he pulled item **6e. 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** to motion to defer to the next Council Meeting. Alderman Nybo seconded. Voice vote, motion carried.

Alderman Gutenkauf stated she pulled item **6i. 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** as the City Manager is listed on the agenda as giving an update to Council on the First Street Parking Deck and Construction. She stated she would like to hear his report before Council discusses Resolution R-28-2009.

City Manager Borchert replied that he could give his update now.

Alderman Morley, point of order, does this require a motion to move an item on the agenda.

City Attorney Storino replied yes, a motion is needed to suspend with the rules, followed by a voice vote.

Alderman Morley moved to suspend the rules to allow City Manager Borchert to give his update regarding the parking deck and construction. Alderman Mulliner seconded. Voice vote, motion carried.

City Manager Borchert reported on the environmental clean up stating six (6) tanks have been identified and if needed they will be removed. He stated there is \$100,000 in escrow and the proper clean-up will be done.

City Manager Borchert stated there will be a bid opening for pre-cast concrete on September 1 at 2:00 p.m.

Alderman Morley, point of order, is the City Manager finished with his update, if so can the Council go back to discussion item **6i. 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.**

Mayor DiCianni asked the Clerk to read the resolution title.

Alderman Gutenkauf moved to vote on item **6i. 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.** Alderman Mulliner seconded.

Alderman Gutenkauf questioned page 36, article 12 stating a schedule of damages should be included.

City Attorney Storino stated in article 8 a schedule is provided.

Alderman Gutenkauf questioned the management of stormwater.

Discussion ensued regarding stormwater and authorization for Arco/Murray and the architects to do the design.

Roll call vote on item **6i. 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:**

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

Nays: Gutenkauf, Pezza, Shea, Bram

Results: 9 ayes, 4 nays, 1 absent
Motion duly carried

Mayor DiCianni stated item **6i. 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** passed.

Alderman Gutenkauf, point of order, this item did not pass, it requires a 2/3 super majority vote.

City Attorney Storino stated a majority vote is required for professional services. He stated there is a scrivener's error in the resolution.

Mayor DiCianni stated this resolution has passed.

REPORTS AND RECOMENDATIONS OF APPOINTED AND ELECTED OFFICIALS

6. a. UPDATES (Mayor Marcucci)

Mayor DiCianni stated he will be replacing Mayor Marcucci on the DuPage County Flood Commission Board. He stated he is looking forward to the challenge of getting the new flood map rectified. Mayor DiCianni thanked Mayor Marcucci for remaining on the Commission until he was ready to come aboard.

b. UPDATES (City Manager Borchert)

• \$4,000,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2009 A

City Manager Borchert stated the \$4,000,000 bond sale will yield a savings of \$155,000 after expenses of \$75,000. He informed the Council that the City has an AA+ rating by Standard & Poor.

• FIRE STATION CONSTRUCTION PROJECT

City Manager Borchert reported the new fire station is nearly complete. The new station will have one (1) engine, one (1) truck and one (1) ambulance as well as 9 firefighters and female quarters. The project was budgeted at \$6.7million and it has come in at \$6.3million; \$450,000 under budget and on time. He stated the Leeds certifications will be submitted upon completion and that it may perhaps receive a silver certification. The City also received a \$75,000 Clean Energy Grant.

The City Manager announced there will be an open house on October 4, 2009 between the hours of 12:00-4:00 p.m. All of the community is invited. There will also be an invitation only ribbon cutting ceremony on September 24, 2009 from 4:30-6:30p.m.

Alderman Healy asked about the status of the old Fire Station #2.

City Manager Borchert replied it will be demolished in approximately two (2) weeks.

Alderman Wagner stated he stopped by the new station and it's very impressive. Alderman Wagner recommended everyone stop in.

OTHER BUSINESS

7. Alderman Bram asked City Manager Borchert why is the City going out for bids on the parking deck if the Council hasn't approved of the final architectural design.

City Manager Borchert replied now is the time to proceed with the pre-cast concrete material bids because of the economy and the market place. The architectural design will go to the Public Works and Buildings Committee to get concurrence and take feedback from the stakeholders. There will be time for recommendations to the Council.

Alderman Bram stated he would like to see the design before going out for bids.

Discussion ensued.

Alderman Healy asked City Manager Borchert if *Cash for Chunks* was any benefit to Elmhurst.

City Manager Borchert stated he believes there has been more activity. He stated PZED Director Said's group is attempting to quantify that but early indications are that it was beneficial.

Alderman Pezza thanked City Manager Borchert and Public Works Director Hughes for their response to flooding issues.

Alderman York stated he is receiving phone calls stating they are looking forward to the Finance Task Force report. Alderman York praised the Public Works and Buildings Committee for getting a \$54,000 savings on contracts that were presented a couple of weeks ago. He stated the Council is working hard to watch spending and save dollars.

Alderman Wagner stated the reconstruction of the Prairie Path and the four (4) way stop at Berkley will be completed on August 24, 2009. He thanked Aldermen Nybo and Healy and County Board Member Jeff Reddig. He also praised the City and Park District for their good work.

ANNOUNCEMENTS

8. Mayor DiCianni announced he and Aldermen Nybo and Morley attended the ECAF Golf Outing. He stated it was a very successful event.

Mayor DiCianni stated he and Alderman Pezza were in attendance at the recent City Centre Event held at Wine & Vine.

Mayor DiCianni announced the Rain Barrell Auction that benefits ECAF will be held on Saturday, September 12, 2009 at the Diplomat West. He also announced that the 2nd Annual *Walk to Talk* benefiting the Center for Speech and Language Disorders will be held on Sunday, September 13, 2009 at 10 a.m. in Berens Park.

City Manager Borchert congratulated Finance Director Gaston and Assistant Finance Director Trosien for receiving the GFOA *Distinguished Budget Presentation Award*.

ADJOURNMENT

9. Alderman Morley moved to adjourn the meeting. Aldermen Wagner seconded. Voice Vote. Motion carried. Meeting adjourned 9:49 p.m.

Peter P. DiCianni, III, Mayor

Patty Spencer, City Clerk

MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF ELMHURST, ILLINOIS
HELD ON MONDAY, AUGUST 24, 2009
209 NORTH YORK STREET
ELMHURST, ILLINOIS

CALL TO ORDER/ PLEDGE OF ALLEGIANCE

Attendance: 8

1. The Special Meeting of the Elmhurst City Council was called to order by Mayor DiCianni at 7:36 p.m. for the following purpose:

**THERE WILL BE A SPECIAL MEETING OF THE
ELMHURST CITY COUNCIL
AT 7:30 P.M. ON MONDAY, AUGUST 24, 2009
AT 209 NORTH YORK, ELMHURST, ILLINOIS**

1. Call to Order
2. Reconciliation of Invoices for Vendor 0000331 – Kubiesa, Spiroff, Gosselar on the Accounts Payable for the City of Elmhurst, dated August 17, 2009 in the amount of \$26,023.53
3. Adjournment

/s/ Patty Spencer
City Clerk

ROLL CALL:

2. 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, Mark A. Mulliner, Patrick Wagner

Absent: Stephen Hipskind

Also in Attendance: City Treasurer Dyer, City Attorney Storino, City Manager Borchert, Finance Director Gaston, Human Resources Manager Johnson, Fire Chief/Acting Assistant City Manager Kopp, Director of Water Wastewater Streicher, PZED Director Said, PW Operations Manager Morley

RECONCILIATION OF INVOICES FOR VENDOR 0000331 – KUBIESA, SPIROFF, GOSSELAR ON THE ACCOUNTS PAYABLE FOR THE CITY OF ELMHURST, DATED AUGUST 17, 2009 IN THE AMOUNT OF \$26,023.53

3. Alderman Mulliner moved to approve payment for the billing from the law firm of Kubiesa, Spiroff, Gosselar, Acker & DeBlasio (KSGAD) from the August 17, 2009 Accounts Payable. Alderman Rose seconded.

Alderman Mulliner stated the Council has received documentation explaining the billing from the KSGAD law firm for professional services. He stated the Council should go forward and approve the stated amount.

Discussion ensued regarding the report. Several Council members agreed that City Attorney Storino should update the Council if any completion dates change regarding the services from the Kubiesa law firm.

ADJOURNMENT

4. Alderman Morley moved to adjourn the meeting. Aldermen Mulliner seconded. Voice Vote. Motion carried. Meeting adjourned 7:58 p.m.

Peter P. DiCianni, III, Mayor

Patty Spencer, City Clerk

V.D.W.

CITY OF ELMHURST

ACCOUNTS PAYABLE SUMMARY SHEET

AUGUST 31, 2009

	<u>REGULAR</u>	<u>INTERIM</u>	<u>TOTAL</u>
GENERAL FUND	\$1,278,169.26	\$50,126.17	\$1,328,295.43
LIBRARY OPERATING FUND	21,289.56	637.55	21,927.11
STORMWATER FUND	18,250.68	-	18,250.68
REDEVELOPMENT	17,238.00	16,542.77	33,780.77
PUBLIC FACILITIES CONSTRUCTION	498,295.77	392.84	498,688.61
MUNICIPAL UTILITY FUND	394,163.25	4,792.38	398,955.63
PARKING REVENUE SYSTEM FUND	15,354.63	50,797.93	66,152.56
	<u>\$2,242,761.15</u>	<u>\$123,289.64</u>	<u>\$2,366,050.79</u>
<u>WIRE TRANSFERS - Debt Service Payments</u>			
GENERAL FUND	85,347.38	-	85,347.38
CAPITAL IMPROVEMENT	233,364.38	-	233,364.38
REDEVELOPMENT FUND	168,845.00	-	168,845.00
LIBRARY OPERATING FUND	246,725.01	-	246,725.01
RTE 83 COMMERCIAL	45,950.00	-	45,950.00
MUNICIPAL UTILITY FUND	113,412.00	-	113,412.00
PARKING REVENUE SYSTEM	1,640.00	-	1,640.00
	<u>895,283.77</u>	<u>-</u>	<u>895,283.77</u>
GRAND TOTAL	<u>\$3,138,044.92</u>	<u>\$123,289.64</u>	<u>\$3,261,334.56</u>

FINANCE REVIEW

Mary E. Bastos

CITY MANAGER REVIEW

James P. Quinn

TO THE CITY TREASURER,

THE PAYMENT OF THE ABOVE LISTED AMOUNTS HAS BEEN APPROVED BY THE CITY COUNCIL AT A MEETING HELD ON SEPTEMBER 8, 2009 AND YOU ARE HEREBY AUTHORIZED TO PAY THEM FROM THE APPROPRIATE BUDGET ACCOUNT.

MAYOR

CITY CLERK

PREPARED 09/01/2009, 9:58:34
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 08/31/2009 CHECK DATE: 09/10/2009

BANK: 01

VEND NO	VENDOR NAME	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0017757	ABT ELECTRONICS/APPLIANCES							
0720901TXWZ	006808		01	08/31/2009	110-4020-422.60-98	TELEVISION/STEREO/FIRE	8,807.97	
0720901TXTZ	006809		01	08/31/2009	110-4020-422.60-98	TELEVISION/STEREO/FIRE	9,891.96	
0723901UPSF	006810		01	08/31/2009	110-4020-422.60-98	TELEVISION/STEREO/FIRE	109.00	
						VENDOR TOTAL *	18,808.93	
0000009	ACE HARDWARE							
264325	007310		01	08/31/2009	110-2008-413.40-31	NUTS/BOLTS	1.62	
263983	006387		01	08/31/2009	110-4020-422.40-98	GAS GRILL PART	2.24	
264307	006573		01	08/31/2009	110-4020-422.60-68	SANDBELT/SANDPAPER	24.66	
264411	006713		01	08/31/2009	110-4020-422.50-08	MANEQUINS REPAIR	24.35	
264470	006916		01	08/31/2009	110-4020-422.50-08	PAINTS/BRUSHES	19.98	
264202	006305		01	08/31/2009	110-5030-421.40-98	BUBBLEWRAP	3.14	
264189	006571		01	08/31/2009	110-6041-432.40-53	TIEDOWN RATCHET	24.29	
264240	006572		01	08/31/2009	110-6041-432.40-98	EMERY CLOTH	10.04	
264302	006715		01	08/31/2009	110-6046-418.50-01	FASTENERS	3.02	
264076	006717		01	08/31/2009	110-6046-418.50-01	DUCT WORK FASTENERS	12.40	
263943	006718		01	08/31/2009	110-6046-418.40-98	FLOOR CLEANING SUPPLIES	29.67	
264096	006716		01	08/31/2009	110-7060-451.50-01	A/C REPAIR	35.05	
264470	006915		01	08/31/2009	382-0000-463.80-35	SHELF BRACKET/HANDLE	36.80	
264375	007110		01	08/31/2009	510-6052-501.40-98	BROOM/DUSTPAN	22.03	
263946	006714		01	08/31/2009	530-0088-503.50-14	TOOL REPAIR	12.59	
						VENDOR TOTAL *	261.88	
0010266	ACME TRUCK BRAKE & SUPPLY							
1291070009	005991		01	08/17/2009	110-6047-512.50-16	RETURNED MERCHANDISE	62.47-	
1292300058	007030		01	08/31/2009	110-6047-512.50-16	STOCK	36.74	
1292300092	007031		01	08/31/2009	110-6047-512.50-16	TRK/PARTS F-2	24.60	
1292310186	007032		01	08/31/2009	110-6047-512.50-16	TRK/PARTS F-2	1,092.18	
						VENDOR TOTAL *	1,091.05	
0007385	ADI							
V7AB9401	007305		01	08/31/2009	110-2008-413.40-31	DOOR PANEL REPAIR	109.64	
						VENDOR TOTAL *	109.64	
0008328	ADT SECURITY SERVICES, INC							
98251081	006804		01	08/31/2009	110-7060-451.30-98	SECURITY SVCS	148.87	
98661846	007198		01	08/31/2009	382-0000-463.80-35	RADIO ALARM SYSTEM INSTAL	1,112.00	
						VENDOR TOTAL *	1,260.87	
0005840	ADVENT SYSTEMS, INC							
63732-4	006605		01	08/31/2009	382-0000-463.80-35	SECURITY/PAGING/TELECOMMU	2,985.00	
63759	006606		01	08/31/2009	382-0000-463.80-35	SECURITY/PAGING/TELECOMMU	1,637.34	
63772-4	006940		01	08/31/2009	382-0000-463.80-35	SECURITY/PAGING/TELECOMMU	4,706.00	
						VENDOR TOTAL *	9,328.34	
0007472	AIRGAS NORTH CENTRAL							
105651290	006555		01	08/31/2009	110-6047-512.40-98	SUPPLIES	398.84	
						VENDOR TOTAL *	398.84	
0018099	AISLE STYLE BRIDALS, INC							

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0018099 111 W FIRST	AISLE STYLE BRIDALS, INC 006665		01 08/19/2009	310-0089-461.60-18	RETAIL BUSINESS GRANT	CHECK #: 127985	6,542.77
					VENDOR TOTAL *	.00	6,542.77
0003441 0420614 0420615	ALEXANDER CHEMICAL CORP 007240 007242		01 08/31/2009 01 08/31/2009	510-6057-502.40-10 510-6057-502.40-10	EFFLUENT DECHLORINATION CYLINDER CREDIT	1,747.00 750.00-	
					VENDOR TOTAL *	997.00	
0000016 64991 65362 65437 65475 65093 65063 65295	ALEXANDER EQPT CO INC 006453 007103 007104 007105 006250 006284 007028		01 08/31/2009 01 08/31/2009 01 08/31/2009 01 08/31/2009 01 08/31/2009 01 08/31/2009 01 08/31/2009	110-6043-434.40-98 110-6043-434.50-08 110-6043-434.50-08 110-6043-434.50-08 110-6047-512.50-16 110-6047-512.50-02 110-6047-512.50-16	SAFETY VEST CHAIN SAW PARTS/SUPPLIES CHAIN SAW PARTS CHAIN SAW REPAIRS CREDIT TOOL REPAIR SAW	150.00 57.99 21.94 133.46 116.00- 79.80 148.50	
					VENDOR TOTAL *	475.69	
0000078 7253237 7253237	ALLIED WASTE SERVICES #551 006859 006860		01 08/31/2009 01 08/31/2009	110-6045-441.30-83 110-6045-441.30-65	REFUSE COLLECTION/JULY 09 REFUSE COLLECTION/JULY 09	38,400.00 206,337.82	
					VENDOR TOTAL *	244,737.82	
0013770 5087 5088 5089	ALPINE SAP, INC - CAROL STREAM 006790 006791 007243		01 08/31/2009 01 08/31/2009 01 08/31/2009	510-6050-501.30-52 510-6050-501.30-52 510-6050-501.30-52	RPZ TESTING RPZ TESTING RPZ TESTING	510.00 1,593.75 2,550.00	
					VENDOR TOTAL *	4,653.75	
0006621 9518775 9518507 9523566	ALTEC INDUSTRIES, INC 006248 006249 006690		01 08/31/2009 01 08/31/2009 01 08/31/2009	110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16	PW-90 PW-14 TRK/PARTS PW90	15.14 212.27 9.64	
					VENDOR TOTAL *	237.05	
0005297 08/17/2009	AMERICAN CHARGE SERVICE 006751		01 08/31/2009	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	524.40	
					VENDOR TOTAL *	524.40	
0018089 2227021-1	AMERICAN FRAME 006068		01 08/20/2009	110-2007-413.40-33	EMERGENCY PREPARDNESS	CHECK #: 127611	775.04-
					VENDOR TOTAL *	.00	775.04-
0013022 5356-428112A	AMERIGAS - PALATINE 006271		01 08/31/2009	110-6047-512.40-98	PARTS/SUPPLIES	65.22	
					VENDOR TOTAL *	65.22	
0006708	AMLINGS FLOWERLAND						

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0006708	AMLINGS FLOWERLAND							
04047392	006388		01	08/31/2009	110-4020-422.40-98	FLOWER ARRANGEMENT	50.99	
4045559	006447		01	08/31/2009	510-6057-502.40-98	FLOWER ARRANGEMENT	45.99	
0054665	006448		01	08/31/2009	510-6057-502.40-98	REBILLING CHARGE	3.00	
						VENDOR TOTAL *	99.98	
0013255	ANDERSON ELEVATOR CO							
95476	006789		01	08/31/2009	110-6046-418.50-01	MONTHLY MAINT FEE	156.51	
						VENDOR TOTAL *	156.51	
0016704	APEX CHEMICAL INC							
13013	006675		01	08/31/2009	110-6047-512.40-34	PENETRATING OIL CANS/RUST	119.40	
						VENDOR TOTAL *	119.40	
0010625	ARCADE BUILDING							
SEPT 2009	006880		01	08/31/2009	530-0088-503.30-59	SCHILLER CT PARKING LEASE	750.00	
						VENDOR TOTAL *	750.00	
0012722	ARMOR SYSTEMS CORP							
1601	006602		01	08/31/2009	530-0088-503.30-09	PARKING COLLECTIONS	1,020.00	
						VENDOR TOTAL *	1,020.00	
0000039	ARROW UNIFORM							
06-434570	006269		01	08/31/2009	110-6041-432.40-62	UNIFORMS	103.60	
06-437197	006987		01	08/31/2009	110-6041-432.40-62	UNIFORM SUPPLIES	110.00	
06-439817	006990		01	08/31/2009	110-6041-432.40-62	UNIFORM SUPPLIES	104.00	
06-434570	006270		01	08/31/2009	510-6052-501.40-62	UNIFORMS	103.61	
06-437197	006988		01	08/31/2009	510-6052-501.40-62	UNIFORM SUPPLIES	110.00	
06-439817	006991		01	08/31/2009	510-6052-501.40-62	UNIFORM SUPPLIES	104.00	
						VENDOR TOTAL *	635.21	
0007161	ASSOCIATED TIRE & BATTERY CO, INC							
443380	006273		01	08/31/2009	110-6047-512.50-16	PARTS/SUPPLIES	102.24	
						VENDOR TOTAL *	102.24	
0012277	AT&T							
63053030075410	006522		01	08/31/2009	110-0086-453.30-75	MONTHLY PHONE	68.56	
63053030075410	006524		01	08/31/2009	110-0094-454.30-75	MONTHLY PHONE	25.73	
63078266949097	006350		01	08/31/2009	110-1001-411.30-75	MONTHLY PHONE	27.62	
63053030075410	006507		01	08/31/2009	110-1001-411.30-75	MONTHLY PHONE	1,199.86	
63053030075410	006508		01	08/31/2009	110-2006-413.30-75	MONTHLY PHONE	394.24	
63053030075410	006509		01	08/31/2009	110-2007-413.30-75	MONTHLY PHONE	188.55	
63053030075410	006511		01	08/31/2009	110-2008-413.30-75	MONTHLY PHONE	1,131.30	
63029919617851	006877		01	08/31/2009	110-2008-413.30-98	MONTHLY PHONE	225.77	
63029919307818	006878		01	08/31/2009	110-2008-413.30-98	MONTHLY PHONE	225.77	
63053030075410	006512		01	08/31/2009	110-3015-414.30-75	MONTHLY PHONE	265.68	
63083200803668	006503		01	08/31/2009	110-4020-422.30-75	MONTHLY PHONE	98.68	
63053030075410	006513		01	08/31/2009	110-4020-422.30-75	MONTHLY PHONE	377.10	
70822603019681	006874		01	08/31/2009	110-4020-422.30-75	MONTHLY PHONE	114.16	

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0012277	AT&T						
708Z2603009682	006931		01 08/31/2009	110-4020-422.30-75	MONTHLY PHONE	114.16	
708Z2603029680	006932		01 08/31/2009	110-4020-422.30-75	MONTHLY PHONE	114.16	
708Z2603773592	006933		01 08/31/2009	110-4020-422.30-75	MONTHLY PHONE	140.83	
630Z2613552388	006936		01 08/31/2009	110-4020-422.30-75	MONTHLY PHONE	362.39	
63053030075410	006521		01 08/31/2009	110-4022-423.30-75	MONTHLY PHONE	222.83	
63053030075410	006514		01 08/31/2009	110-4025-424.30-75	MONTHLY PHONE	171.41	
63053050866185	006502		01 08/31/2009	110-5030-421.30-75	MONTHLY PHONE	30.43	
63053088927504	006504		01 08/31/2009	110-5030-421.30-75	MONTHLY PHONE	50.87	
63053033512328	006505		01 08/31/2009	110-5030-421.30-75	MONTHLY PHONE	115.87	
63053030075410	006515		01 08/31/2009	110-5030-421.30-75	MONTHLY PHONE	2,656.84	
630Z2655290673	006867		01 08/31/2009	110-5030-421.30-75	MONTHLY PHONE	241.78	
630Z2603952325	006930		01 08/31/2009	110-5030-421.30-75	MONTHLY PHONE	35.90	
708Z2603942320	006934		01 08/31/2009	110-5030-421.30-75	MONTHLY PHONE	140.83	
63053030075410	006516		01 08/31/2009	110-6040-431.30-75	MONTHLY PHONE	1,139.87	
708Z2611450803	006869		01 08/31/2009	110-6040-431.30-75	MONTHLY PHONE	1,079.29	
630Z9979019998	006873		01 08/31/2009	110-6040-431.30-75	MONTHLY PHONE	240.96	
630Z9950633668	006875		01 08/31/2009	110-6040-431.30-75	MONTHLY PHONE	112.36	
630Z9950643667	006876		01 08/31/2009	110-6040-431.30-75	MONTHLY PHONE	169.59	
708Z2613280851	006935		01 08/31/2009	110-6040-431.30-75	MONTHLY PHONE	114.16	
630R0608273403	006868		01 08/31/2009	110-6046-418.50-01	MONTHLY PHONE	108.15	
630R0605979200	006872		01 08/31/2009	110-6046-418.50-01	MONTHLY PHONE	108.15	
63053030075410	006520		01 08/31/2009	110-7060-451.30-75	MONTHLY PHONE	257.11	
708Z2611762223	007170		01 08/31/2009	110-7060-451.30-98	MONTHLY PHONE	114.16	
63083313263643	007171		01 08/31/2009	110-7060-451.30-75	MONTHLY PHONE	154.24	
63053030075410	006517		01 08/31/2009	510-6050-501.30-75	MONTHLY PHONE	162.84	
708Z2611450803	006870		01 08/31/2009	510-6052-501.30-75	MONTHLY PHONE	539.65	
708Z2611739932	006929		01 08/31/2009	510-6052-501.30-75	MONTHLY PHONE	193.70	
63053030075410	006519		01 08/31/2009	510-6055-502.30-75	MONTHLY PHONE	308.54	
708Z2611450803	006871		01 08/31/2009	510-6055-502.30-75	MONTHLY PHONE	539.65	
708Z2603793590	006937		01 08/31/2009	510-6055-502.30-75	MONTHLY PHONE	334.53	
630Z27936943334	006351		01 08/31/2009	530-0088-503.30-75	MONTHLY PHONE	29.06	
					VENDOR TOTAL *	14,447.33	
0011146	AT&T GLOBAL SERVICES, INC						
1L763924	006918		01 08/31/2009	382-0000-463.80-35	PHONE CONNECTIONS/PROGRAM	3,739.25	
					VENDOR TOTAL *	3,739.25	
0000045	ATLAS BOBCAT INC						
B89607	006245		01 08/31/2009	110-6047-512.50-16	PW-118 BUCKET	294.53	
					VENDOR TOTAL *	294.53	
0018107	BACK TO BED						
980201080	006806		01 08/31/2009	110-4020-422.60-98	BED FRAMES/MATTRESS SETS	5,160.00	
980201370	006807		01 08/31/2009	110-4020-422.60-98	BED FRAMES/MATTRESS SETS	5,190.00	
					VENDOR TOTAL *	10,350.00	
0014328	BATTERIES UNLIMITED INC						
10034	004294		01 07/20/2009	110-4020-422.50-01	BATTERIES	66.00	

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0014328	BATTERIES UNLIMITED INC						
10287	005602		01 08/17/2009	110-6046-418.50-01	E-LIGHT BATTERIES	33.52	
10431	006778		01 08/31/2009	110-6046-418.50-01	ALARM BATTERIES	38.00	
9992	004295		01 07/20/2009	530-0088-503.50-14	RETURNED MERCHANDISE	116.60-	
					VENDOR TOTAL *	20.92	
0013075	BERKELEY TRUCKING INC						
34971	006863		01 08/31/2009	510-6056-502.40-49	STONE	3,096.03	
					VENDOR TOTAL *	3,096.03	
0000061	BERKHEIMER CO INC, G W						
024986	006768		01 08/31/2009	110-6046-418.50-01	DUCT WORK/AC INSTALLATION	239.83	
024995	006769		01 08/31/2009	110-6046-418.50-01	DUCT WORK/AC INSTALLATION	31.62	
					VENDOR TOTAL *	271.45	
0017544	BEST TECHNOLOGY SYSTEMS INC						
BTL-08232-1	006905		01 08/31/2009	110-5030-421.50-01	RANGE LEAD CLEANING	2,610.00	
BTL-08232-2	006906		01 08/31/2009	110-5030-421.50-01	RANGE LEAD FILTER CLEAN	420.00	
					VENDOR TOTAL *	3,030.00	
0007199	BRETT EQPT CORP						
INV-015330	007027		01 08/31/2009	110-6047-512.50-16	TRK/PARTS PW176T	200.14	
					VENDOR TOTAL *	200.14	
0007850	BREWER CO						
493200	006325		01 08/31/2009	110-6041-432.40-52	PAINT SPRAYER HOSE	164.50	
494136	006570		01 08/31/2009	110-6041-432.40-52	FILTERS	20.90	
					VENDOR TOTAL *	185.40	
0001899	BRISTOL HOSE & FITTING MAIN WAREHSE						
00222124	006676		01 08/31/2009	110-6047-512.50-16	TRK/PARTS PW22	208.06	
00222879	007026		01 08/31/2009	110-6047-512.50-16	TRK/PARTS PW14	42.12	
00216612	007119		01 08/31/2009	510-6052-501.40-98	HOSE	33.84	
					VENDOR TOTAL *	284.02	
0007057	BROADCAST PRODUCTION SERVICES INC						
08/01-08/14/09	006527		01 08/31/2009	110-0086-453.30-52	CATV PROF SVCS	95.00	
					VENDOR TOTAL *	95.00	
0013662	BURRIS EQPT CO						
PS46243	006283		01 08/31/2009	110-6047-512.50-16	PARTS/SUPPLIES	243.32	
PS46243A	006982		01 08/31/2009	110-6047-512.50-16	FILTER	48.13	
					VENDOR TOTAL *	291.45	
0009267	C J C AUTO PARTS & TIRES						
542147	006574		01 08/31/2009	110-6047-512.50-16	BRAKE CLEAN/DEGREASER	310.20	
543360	007037		01 08/31/2009	110-6047-512.50-16	TRK/PARTS PW111	39.45	
543536	007038		01 08/31/2009	110-6047-512.50-16	TRK/PARTS F-2	15.50	
543691	007039		01 08/31/2009	110-6047-512.50-16	RETURNED MERCHANDISE	15.50-	

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0009267	C J C AUTO PARTS & TIRES						
					VENDOR TOTAL *	349.65	
0004821 09-02	C-A CEMENT CONST INC 007208		01 08/31/2009	110-6041-432.80-15	STREET RESURFACING	317,458.84	
					VENDOR TOTAL *	317,458.84	
0004563 08/19-08/21/09	CAMPISE, MICHAEL 006901		01 08/31/2009	110-5030-421.60-11	EXPENSE REIMBURSEMENT	262.90	
					VENDOR TOTAL *	262.90	
0004998 000027687	CAPPARELLI LUELLA D UT		01 08/31/2009	510-0000-113.02-00	UB CR REFUND	42.69	
					VENDOR TOTAL *	42.69	
0008716	CASE LOTS INC						
016777	006958		01 08/31/2009	110-6041-432.40-98	SUPPLIES	34.48	
016777	006959		01 08/31/2009	110-6043-434.40-98	SUPPLIES	34.48	
016777	006960		01 08/31/2009	110-6044-435.40-98	SUPPLIES	34.48	
016777	006962		01 08/31/2009	110-6047-512.40-24	SUPPLIES	103.46	
016777	006961		01 08/31/2009	510-6052-501.40-98	SUPPLIES	34.49	
016777	006963		01 08/31/2009	510-6057-502.40-24	SUPPLIES	103.46	
					VENDOR TOTAL *	344.85	
0007069 PVS1183 PWC8766	CDW GOVERNMENT INC 007306 007307		01 08/31/2009 01 08/31/2009	110-2008-413.40-73 110-2008-413.40-72	BACKUP TAPES FAX MACHINES	165.40 232.34	
					VENDOR TOTAL *	397.74	
0012836 S12287	CERTIFIED FLEET SERVICES, INC 006251		01 08/31/2009	110-6047-512.50-16	ENGINE #1	30.36	
					VENDOR TOTAL *	30.36	
0014291 30510	CERTIFION CORP-ENTERSECT 006302		01 08/31/2009	110-5030-421.30-98	MONTHLY SERVICE	84.95	
					VENDOR TOTAL *	84.95	
0014200	CHICAGO INTL TRUCKS, LLC						
102063496	006677		01 08/31/2009	110-6047-512.50-16	TRK/PARTS PW90	107.26	
102064335	007034		01 08/31/2009	110-6047-512.50-16	TRK/PARTS PW14	52.23	
102064441	007035		01 08/31/2009	110-6047-512.50-16	TRK/PARTS PW53	130.25	
CM102064335	007036		01 08/31/2009	110-6047-512.50-16	RETURNED MERCHANDISE	52.23-	
					VENDOR TOTAL *	237.51	
0014402	CHICAGO PARTS & SOUND LLC						
320931	006252		01 08/31/2009	110-6047-512.50-16	PD-7 & STOCK	234.00	
320586	006274		01 08/31/2009	110-6047-512.50-16	PARTS/SUPPLIES	91.96	
321376	006678		01 08/31/2009	110-6047-512.50-16	TRK/PARTS PD-9	224.93	
321063	006679		01 08/31/2009	110-6047-512.50-16	TRK/PARTS PW17	63.32	

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0014402	CHICAGO PARTS & SOUND LLC							
321228	006680	01		08/31/2009	110-6047-512.50-16	RETURNED MERCHANDISE	64.32-	
322071	007024	01		08/31/2009	110-6047-512.50-16	TRK/PARTS PW111	123.58	
322425	007025	01		08/31/2009	110-6047-512.50-16	RETURNED MERCHANDISE	22.64-	
						VENDOR TOTAL *	650.83	
0003457	CHICAGO SUN-TIMES							
5410019197	007138	01		08/31/2009	110-4020-422.60-98	SUBSCRIPTION	39.04	
						VENDOR TOTAL *	39.04	
0000630	CLASSIC GRAPHIC INDUSTRIES INC							
62706	006983	01		08/31/2009	110-2006-413.40-33	ENVELOPES	482.75	
62707	006985	01		08/31/2009	110-2006-413.40-33	PAPER SUPPLIES	320.76	
62857	007254	01		08/31/2009	510-6050-501.40-98	SHIPPING FEES	22.50	
62857	007253	01		08/31/2009	510-6055-502.40-98	SHIPPING FEES	22.50	
						VENDOR TOTAL *	848.51	
0017042	CLOSED CIRCUIT INNOVATIONS							
4210	006541	01		08/31/2009	110-5030-421.30-98	MONTHLY MAINT FEE	395.00	
						VENDOR TOTAL *	395.00	
0000112	COCA-COLA BOTTLING CO							
0388169617	006370	01		08/31/2009	110-1001-411.60-98	VENDING MACHINE REFILL	129.35	
						VENDOR TOTAL *	129.35	
0000114	COM ED							
8327608004	006354	01		08/31/2009	110-4022-423.30-24	MONTHLY ELECTRIC	29.31	
7067401028	006363	01		08/31/2009	110-4022-423.30-24	MONTHLY ELECTRIC	1,046.54	
6983225007	006365	01		08/31/2009	110-4022-423.30-24	MONTHLY ELECTRIC	29.26	
4248089012	006353	01		08/31/2009	110-6044-435.30-24	MONTHLY ELECTRIC	138.78	
6563742009	006355	01		08/31/2009	110-6044-435.30-24	MONTHLY ELECTRIC	37.46	
6563744012	006356	01		08/31/2009	110-6044-435.30-24	MONTHLY ELECTRIC	70.63	
6563743015	006357	01		08/31/2009	110-6044-435.30-24	MONTHLY ELECTRIC	27.82	
0833090001	006358	01		08/31/2009	110-6044-435.30-24	MONTHLY ELECTRIC	21.12	
0323144010	006359	01		08/31/2009	110-6044-435.30-24	MONTHLY ELECTRIC	54.93	
0114017015	006360	01		08/31/2009	110-6044-435.30-24	MONTHLY ELECTRIC	214.22	
8075341005	006361	01		08/31/2009	110-6044-435.30-24	MONTHLY ELECTRIC	21.12	
1459073058	006362	01		08/31/2009	110-6044-435.30-24	MONTHLY ELECTRIC	81.57	
6563745019	006364	01		08/31/2009	110-6044-435.30-24	MONTHLY ELECTRIC	33.03	
3000022009	006530	01		08/31/2009	110-6044-435.30-24	MONTHLY ELECTRIC	186.06	
						VENDOR TOTAL *	1,991.85	
0017730	COM ED - NEW BUSINESS							
0669955501	006927	01		08/25/2009	530-0088-503.50-14	MOVE PKG DECK UTIL LINE	CHECK #: 128009	49,947.93
						VENDOR TOTAL *	.00	49,947.93
0014623	COMCAST CABLE							
879820089040137006612		01		08/31/2009	110-2008-413.30-98	INTERNET SVC	52.95	
879820089040137006610		01		08/31/2009	110-4020-422.60-98	CABLE SVC	138.36	

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0014623	COMCAST CABLE							
879820089016863006912			01	08/31/2009	110-4020-422.60-98	CABLE SVC	95.03	
879820089048940007120			01	08/31/2009	110-4020-422.60-98	INTERNET SVC	119.90	
879820089048809007121			01	08/31/2009	110-4020-422.60-98	INTERNET SVC	59.95	
						VENDOR TOTAL *	466.19	
0006475	COMMUNICATIONS DIRECT INC							
IN99956	007023		01	08/31/2009	110-5030-421.40-41	BATTERIES	184.56	
						VENDOR TOTAL *	184.56	
0018113	CONSOLAZIO, PEGGY							
328 OAKLAWN	006894		01	08/31/2009	110-0000-371.98-00	SUMP PUMP COMPLIANCE REIM	500.00	
						VENDOR TOTAL *	500.00	
0000594	CONSERV FS, INC							
1235932-IN	006451		01	08/31/2009	110-6043-434.40-09	FERTILIZER	220.00	
1240160-IN	006568		01	08/31/2009	110-6043-434.40-09	FERTILIZER	258.00	
						VENDOR TOTAL *	478.00	
0013685	CONSERVATION DESIGN FORUM							
6176	006417		01	08/31/2009	305-6041-432.80-22	STORM STA LANDSC DESIGNS	1,708.00	
						VENDOR TOTAL *	1,708.00	
0017925	CONSERVATION LAND STEWARDSHIP INC							
3587	006442		01	08/31/2009	305-6041-432.80-22	LANDSCAPE MAINT	1,061.67	
						VENDOR TOTAL *	1,061.67	
0009471	COSTCO - OAKBROOK							
8/10/09	006237		01	08/11/2009	110-1001-411.40-98	SUPPLIES	CHECK #: 127591	66.89
8/10/09	006242		01	08/11/2009	110-4020-422.40-24	SUPPLIES	CHECK #: 127591	86.30
8/10/09	006241		01	08/11/2009	110-5030-421.40-98	SUPPLIES	CHECK #: 127591	103.03
8/10/09	006238		01	08/11/2009	110-6040-431.40-98	SUPPLIES	CHECK #: 127591	66.89
8/10/09	006239		01	08/11/2009	510-6050-501.40-98	SUPPLIES	CHECK #: 127591	66.89
8/10/09	006240		01	08/11/2009	510-6055-502.40-98	SUPPLIES	CHECK #: 127591	66.90
						VENDOR TOTAL *	.00	456.90
0018105	DANET PRODUCTIONS							
09/13/2009	006758		01	08/31/2009	110-0094-454.60-45	BRIDAL SHOW/EXPO	200.00	
						VENDOR TOTAL *	200.00	
0000135	DARLEY & CO, W S							
PM656183	006706		01	08/31/2009	110-6047-512.50-16	SCREW-DAVEY OUTLET KIT	22.93	
						VENDOR TOTAL *	22.93	
0006182	DELTA SONIC CAR WASH SYSTEMS							
5767065	006801		01	08/31/2009	110-6047-512.50-16	CAR WASHES	319.50	
						VENDOR TOTAL *	319.50	
0014277	DEX							

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0014277 500209284	DEX 006757		01	08/31/2009	110-7060-451.30-75	ADVERTISING CHARGES	72.50	
						VENDOR TOTAL *	72.50	
0010805 196693	DISPATCH AUTOMOTIVE INC 006681		01	08/31/2009	110-6047-512.50-02	REBUILD MOTOR/PW17	145.00	
						VENDOR TOTAL *	145.00	
0005777 3	DOWN UNDER CONSTRUCTION 006310		01	08/31/2009	110-6041-432.30-55	2009 REAR YARD DRAINAGE	4,833.10	
						VENDOR TOTAL *	4,833.10	
0000159 207-14667	DUPAGE COUNTY ANIMAL CARE & CONTROL 007211		01	08/31/2009	110-5030-421.60-01	ANIMAL CONTROL	315.00	
						VENDOR TOTAL *	315.00	
0009400 8/10/09	DUPAGE COUNTY CHIEFS OF POLICE ASSN 006337		01	08/13/2009	110-5030-421.60-11	MEETING REGISTRATION		
						CHECK #:	127975	60.00
						VENDOR TOTAL *	.00	60.00
0000161 200907090715 200907160310 200907230203 200908110037	DUPAGE COUNTY RECORDER 006437 006439 006440 006939		01	08/31/2009	110-1001-411.30-54	RECORDING SVCS	27.00	
			01	08/31/2009	110-1001-411.30-54	RECORDING SVCS	18.00	
			01	08/31/2009	110-1001-411.30-54	RECORDING SVCS	18.00	
			01	08/31/2009	110-1001-411.30-54	RECORDING SVCS	30.00	
						VENDOR TOTAL *	93.00	
0000164 60907MB 60888MB 60871MB 60853MB 60756MB 60840MB 60808MB 60740MB 61007MB 61028MB 61040MB 61055MB 60985MB 60966MB 61027MB 61054MB 61039MB 60984MB 61131MB 61106MB	DUPAGE MATERIALS CO 006265 006266 006267 006268 006321 006322 006323 006324 007004 007005 007006 007007 007008 007009 007010 007011 007012 007107 007247 007248		01	08/31/2009	110-6041-432.40-02	ASPHALT	309.06	
			01	08/31/2009	110-6041-432.40-02	ASPHALT	306.51	
			01	08/31/2009	110-6041-432.40-02	ASPHALT	307.02	
			01	08/31/2009	110-6041-432.40-02	ASPHALT	152.49	
			01	08/31/2009	110-6041-432.40-02	ASPHALT PRIMER	30.00	
			01	08/31/2009	110-6041-432.40-02	ASPHALT PRIMER	150.00	
			01	08/31/2009	110-6041-432.40-02	ASPHALT PRIMER	60.00	
			01	08/31/2009	110-6041-432.40-02	ASPHALT PRIMER	60.00	
			01	08/31/2009	110-6041-432.40-02	ASPHALT	198.39	
			01	08/31/2009	110-6041-432.40-02	ASPHALT	348.33	
			01	08/31/2009	110-6041-432.40-02	ASPHALT	579.87	
			01	08/31/2009	110-6041-432.40-02	ASPHALT	268.26	
			01	08/31/2009	110-6041-432.40-02	ASPHALT	257.55	
			01	08/31/2009	110-6041-432.40-02	ASPHALT PRIMER	518.67	
			01	08/31/2009	110-6041-432.40-02	ASPHALT PRIMER	90.00	
			01	08/31/2009	110-6041-432.40-02	ASPHALT PRIMER	30.00	
			01	08/31/2009	110-6041-432.40-02	ASPHALT PRIMER	60.00	
			01	08/31/2009	110-6041-432.40-02	ASPHALT PRIME	30.00	
			01	08/31/2009	110-6041-432.40-02	ASPHALT	192.27	
			01	08/31/2009	110-6041-432.40-02	ASPHALT	196.35	
						VENDOR TOTAL *	4,144.77	
0000165	DUPAGE MAYORS & MANAGERS CONFERENCE							

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0000165 5954	DUPAGE MAYORS & MANAGERS CONFERENCE 006643			01 08/31/2009	110-6040-431.60-11	2009 STP WORKSHOP	10.00	
						VENDOR TOTAL *	10.00	
0010489 21478 21475	DUPAGE SECURITY SOLUTIONS INC 006803 006682			01 08/31/2009 01 08/31/2009	110-5030-421.40-98 110-6047-512.50-16	KEYS TRK/PARTS PW48	9.96 2.89	
						VENDOR TOTAL *	12.85	
0000167 029774	DUPAGE TOPSOIL INC 006295			01 08/31/2009	110-6043-434.40-59	RESTORATION TOPSOIL	530.00	
						VENDOR TOTAL *	530.00	
0009586 14911 14940 14945 14960	DUTCH VALLEY LANDSCAPING INC 006294 006449 006812 007102			01 08/31/2009 01 08/31/2009 01 08/31/2009 01 08/31/2009	110-6043-434.30-78 110-6043-434.30-78 110-6043-434.30-78 110-6043-434.30-78	TREE WASTE DISPOSAL LEAF DISPOSAL LEAF DISPOSAL LEAF DISPOSAL	1,800.00 1,080.00 2,700.00 1,980.00	
						VENDOR TOTAL *	7,560.00	
0018109 08/20/2009	DYCKMA, RON 006814			01 08/31/2009	110-6043-434.30-22	DED REMOVAL REIMBURSEMENT	310.00	
						VENDOR TOTAL *	310.00	
0009707 0034207 0034394	E J EQUIPMENT INC 006864 007114			01 08/31/2009 01 08/31/2009	510-6056-502.40-98 510-6056-502.50-08	TV CAMERA REPAIR TV CAMERA REPAIRS	360.91 396.27	
						VENDOR TOTAL *	757.18	
0000644 860685	E K INDUSTRIES INC 006413			01 08/31/2009	510-6052-501.50-18	RESERVOIR CL ELECTROLYTE	927.54	
						VENDOR TOTAL *	927.54	
0015213 21434	EASY LAWN, INC 006454			01 08/31/2009	110-6043-434.50-08	NOZZLES	69.05	
						VENDOR TOTAL *	69.05	
0018104 08/05/2009 08/01/2009	ECLIPSE SOLAR CONTROL 006760 006761			01 08/31/2009 01 08/31/2009	110-6046-418.50-01 110-6046-418.50-01	HEAT CONTROL WINDOW/TINT HEAT CONTROL WINDOW/TINT	258.00 480.00	
						VENDOR TOTAL *	738.00	
0017087 795 PROSPECT	EDGLEY, RICHARD R 006815			01 08/31/2009	510-6056-502.30-89	OVERHEAD SEWER REIMBURSE	5,000.00	
						VENDOR TOTAL *	5,000.00	
0015236 577 N YORK	EDIBLE ARRANGEMENTS 006662			01 08/19/2009	310-0089-461.60-18	RETAIL BUSINESS GRANT	CHECK #: 127982	10,000.00
						VENDOR TOTAL *	.00	10,000.00
0009479	ELGIN SWEEPING SERVICES, INC							

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0010298 436764	ELMHURST LINCOLN MERCURY 007022			01 08/31/2009	110-6047-512.50-16	TRK/PARTS PD-17	201.82	
						VENDOR TOTAL *	201.82	
0015636 E00002454982	ELMHURST MEMORIAL HOSP-REMITT DR 006767			01 08/21/2009	110-2007-413.30-47	F F PHYSICAL	CHECK #:	127989 310.57
						VENDOR TOTAL *	.00	310.57
0017934 53524 53576	ELMHURST MEMORIAL OCCUP CAROL STRM 006747 006944			01 08/31/2009 01 08/31/2009	110-2007-413.30-47 110-2007-413.30-47	PHYSICAL PHYSICAL	815.00 595.00	
						VENDOR TOTAL *	1,410.00	
0000193 8/25/09 8/26/09 8/18/09 8/18/09	ELMHURST POSTMASTER-PERMIT 47 006928 007160 006666 006667			01 08/25/2009 01 08/28/2009 01 08/19/2009 01 08/19/2009	110-1001-411.60-40 110-7060-451.30-49 510-6050-501.30-49 510-6055-502.30-49	AUG 2009 CITY NEWSLETTER FALL '09 CALENDAR WATER BILLS/MAILING SEWER BILLS/MAILING	CHECK #: 128010 CHECK #: 128015 CHECK #: 127986 CHECK #: 127986	2,591.36 2,539.95 1,800.00 1,800.00
						VENDOR TOTAL *	.00	8,731.31
0006054 08/14/2009	ELMHURST SCHOOL DISTRICT #205 007158			01 08/31/2009	110-0000-313.03-03	MUNICIPAL TAX REFUND	8,935.49	
						VENDOR TOTAL *	8,935.49	
0017204 290308.04	ENGINEERING RESOURCE ASSOCS, INC 006311			01 08/31/2009	305-6041-432.80-22	LEVEE ACCRED PROJ	15,481.01	
						VENDOR TOTAL *	15,481.01	
0004998 000051567	ESCAMILLA EZEQUIEL UT			01 08/31/2009	510-0000-113.02-00	UB CR REFUND	59.63	
						VENDOR TOTAL *	59.63	
0017007 1755929-00 1760060-00 1755929-00 1760060-01	FACILITY SOLUTIONS GROUP 006575 006272 006576 007001			01 08/31/2009 01 08/31/2009 01 08/31/2009 01 08/31/2009	110-6044-435.40-98 110-6046-418.50-01 110-6046-418.50-01 110-6046-418.50-01	LAMP/IGNITOR CASE STOCK BULBS LAMP/IGNITOR CASE LAMPS	275.96 407.99 208.65 95.27	
						VENDOR TOTAL *	987.87	
0000209 ILELM4783 ILELM4783 ILELM4783 ILELM4783 ILELM4776 ILELM4783 ILELM4783	FASTENAL CO 006964 006965 006966 006967 006865 006968 006969			01 08/31/2009 01 08/31/2009 01 08/31/2009 01 08/31/2009 01 08/31/2009 01 08/31/2009 01 08/31/2009	110-6041-432.40-98 110-6043-434.40-98 110-6044-435.40-98 110-6046-418.40-98 510-6052-501.40-98 510-6052-501.40-98 510-6057-502.40-98	SUPPLIES SUPPLIES SUPPLIES SUPPLIES BOLTS SUPPLIES SUPPLIES	58.24 58.24 58.24 58.24 104.05 58.24 58.25	
						VENDOR TOTAL *	453.50	
0013212	FEDEX							

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0013212	FEDEX						
9-301-00771	006941		01 08/31/2009	110-4020-422.40-98	SHIPPING FEES	17.84	
9-120-31847	006438		01 08/13/2009	110-7060-451.60-44	EXHIBIT EXPENSE	CHECK #:	127980 135.72
					VENDOR TOTAL *	17.84	135.72
0012480	FELLER & SONS INC						
3236081	007317		01 08/31/2009	110-2008-413.40-73	INK CARTRIDGES	1,078.26	
3237581	007318		01 08/31/2009	110-2008-413.40-73	INK CARTRIDGES	13.74	
3246921	007319		01 08/31/2009	110-2008-413.40-73	INK CARTRIDGES	1,414.59	
3242391	007320		01 08/31/2009	110-2008-413.40-73	INK CARTRIDGES	39.98	
3244551	007321		01 08/31/2009	110-2008-413.40-73	INK CARTRIDGES	455.15	
					VENDOR TOTAL *	3,001.72	
0015009	FGM ARCHITECTS PLANNERS INC						
07-0618.01-16	006298		01 08/31/2009	382-0000-463.80-28	JUNE 09 PROFESSIONAL SVCS	7,763.03	
					VENDOR TOTAL *	7,763.03	
0015916	FIFTH THIRD BANK - PROCUREMENT CARD						
AUG 17, 2009	007067		01 08/28/2009	110-2007-413.40-33	AMERICAN FRAME	CHECK #:	128011 775.05
AUG 17, 2009	007068		01 08/28/2009	110-2007-413.40-98	DOMINICKS STOR00017681	CHECK #:	128011 11.62
AUG 17, 2009	007069		01 08/28/2009	110-2007-413.60-11	UNIVERSITY BOOKSTORE	CHECK #:	128011 35.53
AUG 17, 2009	007070		01 08/28/2009	110-2007-413.60-11	UNIVERSITY BOOKSTORE	CHECK #:	128011 37.80
AUG 17, 2009	007071		01 08/28/2009	110-2008-413.40-31	FRYS ELECTRONICS 31	CHECK #:	128011 221.78
AUG 17, 2009	007072		01 08/28/2009	110-2008-413.50-25	TRACFONE *AIRTIME	CHECK #:	128011 32.99
AUG 17, 2009	007073		01 08/28/2009	110-2008-413.50-25	TRACFONE *AIRTIME	CHECK #:	128011 21.99
AUG 17, 2009	007075		01 08/28/2009	110-5030-421.40-11	L A POLICE GEAR INC	CHECK #:	128011 239.49
AUG 17, 2009	007078		01 08/28/2009	110-7060-451.60-65	CRAFT SUPPLIES FOR LES	CHECK #:	128011 154.31
AUG 17, 2009	007079		01 08/28/2009	110-7060-451.60-65	PAIR-O-DICE MERCANTILE	CHECK #:	128011 93.75
AUG 17, 2009	007080		01 08/28/2009	210-8070-452.30-37	TREE CLASSICS	CHECK #:	128011 637.55
AUG 17, 2009	007074		01 08/28/2009	382-0000-463.80-35	RESTOCKIT/OFFICESUPPLY	CHECK #:	128011 97.84
AUG 17, 2009	007076		01 08/28/2009	510-6050-501.60-37	WATER ENVIRONMENT FEDT	CHECK #:	128011 105.00
AUG 17, 2009	007077		01 08/28/2009	510-6050-501.60-37	WATER ENVIRONMENT FEDT	CHECK #:	128011 105.00
					VENDOR TOTAL *	.00	2,569.70
0000648	FILTER RENU OF ILLINOIS, INC						
80470	007003		01 08/31/2009	110-6047-512.50-02	FILTERS RENEWED	50.68	
					VENDOR TOTAL *	50.68	
0017663	FIRE SAFETY CONSULTANTS, INC						
2009-6047	006431		01 08/31/2009	110-4020-422.30-98	CONSULTANT SVCS	2,250.00	
					VENDOR TOTAL *	2,250.00	
0006869	FISHER SCIENTIFIC						
6749931	006444		01 08/31/2009	510-6057-502.40-25	LAB SUPPLIES	196.67	
					VENDOR TOTAL *	196.67	
0001638	FITZGERALD & ASSOCS, TM						
8916	007137		01 08/31/2009	110-6045-441.40-98	RECYCLING BINS	10,090.00	
					VENDOR TOTAL *	10,090.00	
0005438	FLEET SAFETY SUPPLY						

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0005438	FLEET SAFETY SUPPLY						
48225	006685		01 08/31/2009	110-5030-421.80-06	SET UP NEW VEHICLES/PD-4,	690.19	
48365	007021		01 08/31/2009	110-5030-421.80-06	SET UP NEW VEHICLE/PD-6,	27.86	
					VENDOR TOTAL *	718.05	
0000220	FLESCH CO INC, GORDON						
0LR386	007216		01 08/31/2009	110-5030-421.30-21	COPIER MAINT	69.97	
					VENDOR TOTAL *	69.97	
0003165	FLEXIBLE						
2632	006264		01 08/31/2009	110-6041-432.40-52	SIGNS/POSTS/PAINT	409.60	
					VENDOR TOTAL *	409.60	
0017446	FMP						
61-059781	006258		01 08/31/2009	110-6047-512.50-16	PD-28	59.14	
					VENDOR TOTAL *	59.14	
0016266	GATEHOUSE MEDIA SUBURBAN NEWSPAPERS						
88888-135746	006432		01 08/31/2009	110-4020-422.60-98	SUBSCRIPTION	19.95	
88888-135747	006433		01 08/31/2009	110-4020-422.60-98	SUBSCRIPTION	19.95	
88888-135746	006942		01 08/31/2009	110-4020-422.60-98	SUBSCRIPTION	19.95	
88888-135747	006943		01 08/31/2009	110-4020-422.60-98	SUBSCRIPTION	19.95	
					VENDOR TOTAL *	79.80	
0018106	GONZALEZ, JUSTIN						
08/19/2009	006800		01 08/31/2009	110-5030-421.40-11	EXPENSE REIMBURSEMENT	500.00	
					VENDOR TOTAL *	500.00	
0000242	GRAINGER						
9050790154	006548		01 08/31/2009	110-6041-432.40-98	SUPPLIES	29.02	
9055453972	006970		01 08/31/2009	110-6041-432.40-98	SUPPLIES	32.33	
9050790154	006549		01 08/31/2009	110-6043-434.40-98	SUPPLIES	29.02	
9055453972	006971		01 08/31/2009	110-6043-434.40-98	SUPPLIES	32.33	
9050790154	006550		01 08/31/2009	110-6044-435.40-98	SUPPLIES	29.02	
9055453972	006972		01 08/31/2009	110-6044-435.40-98	SUPPLIES	32.33	
9050790154	006551		01 08/31/2009	110-6046-418.40-98	SUPPLIES	29.02	
9055453972	006973		01 08/31/2009	110-6046-418.40-98	SUPPLIES	32.33	
9050790154	006552		01 08/31/2009	110-6047-512.40-98	SUPPLIES	29.02	
9055453972	006974		01 08/31/2009	110-6047-512.40-98	SUPPLIES	32.33	
9050790154	006553		01 08/31/2009	510-6052-501.40-98	SUPPLIES	29.02	
9055453972	006975		01 08/31/2009	510-6052-501.40-98	SUPPLIES	32.33	
9050790154	006554		01 08/31/2009	510-6057-502.40-98	SUPPLIES	29.01	
9055453972	006976		01 08/31/2009	510-6057-502.40-98	SUPPLIES	32.34	
					VENDOR TOTAL *	429.45	
0011686	GRAND AUTO PARTS						
141869	006619		01 08/31/2009	110-4020-422.60-68	FILTER	19.42	
142077	006254		01 08/31/2009	110-6047-512.50-16	R134 STOCK	129.00	
142328	006686		01 08/31/2009	110-6047-512.50-16	TRK/PARTS PW17	89.00	

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0011686	GRAND AUTO PARTS							
142159	006687		01	08/31/2009	110-6047-512.50-16	TRK/PARTS PW17	50.00	
142682	007127		01	08/31/2009	110-6047-512.50-16	STOCK	21.00	
142790	007128		01	08/31/2009	110-6047-512.50-16	TRK/PARTS PD-50	255.00	
142757	007129		01	08/31/2009	110-6047-512.50-16	TRK/PARTS PD-50	109.00	
141870	007130		01	08/31/2009	110-6047-512.50-16	TRK/PARTS PW26	23.50	
142681	007131		01	08/31/2009	110-6047-512.50-16	TRK/PARTS PD-50	121.85	
142759	007132		01	08/31/2009	110-6047-512.50-16	RETURNED MERCHANDISE	90.00-	
142781	007133		01	08/31/2009	110-6047-512.50-16	AUTO PARTS/E-25	116.14	
142892	007134		01	08/31/2009	110-6047-512.50-16	RETURNED MERCHANDISE	19.50-	
						VENDOR TOTAL *	824.41	
0000254	HACH CO							
6350376	006443		01	08/31/2009	510-6057-502.40-25	LAB SUPPLIES	48.62	
6361388	006798		01	08/31/2009	510-6057-502.40-25	LAB CHEMICALS	116.63	
						VENDOR TOTAL *	165.25	
0000255	HAHN & ASSOCS, LTD							
SEPT 2009	006306		01	08/31/2009	110-5030-421.30-48	SEPT 2009	4,203.04	
						VENDOR TOTAL *	4,203.04	
0018140	HAMELBERG, DOUG/KRISTI							
640 BRYAN ST	007109		01	08/31/2009	510-6056-502.50-08	SPRINKLER SYSTEM REPAIR	65.67	
						VENDOR TOTAL *	65.67	
0018101	HARDY, ROBERT							
10420	006664		01	08/19/2009	110-0082-416.60-02	AUTO DAMAGE SETTLEMENT	CHECK #: 127984	1,354.02
						VENDOR TOTAL *	.00	1,354.02
0005494	HBK WATER METER SERVICE, INC							
09-397	006308		01	08/31/2009	510-6050-501.30-26	BLDG SEWER INSP	160.00	
09-372	006309		01	08/31/2009	510-6050-501.30-26	BLDG SEWER INSP	200.00	
						VENDOR TOTAL *	360.00	
0015904	HD SUPPLY WATERWORKS, LTD							
9297943	006881		01	08/31/2009	510-6052-501.40-07	WATER SYSTEM REPAIRS	4,064.00	
9348665	006882		01	08/31/2009	510-6052-501.40-07	WATER SYSTEM REPAIRS	168.00	
9361321	006883		01	08/31/2009	510-6052-501.40-67	WATER METER PARTS	1,300.00	
9334097	006884		01	08/31/2009	510-6052-501.40-67	WATER METER PARTS	250.00	
						VENDOR TOTAL *	5,782.00	
0011839	HEALTHCARE SERVICE CORP							
014582	007141		01	08/31/2009	110-1001-411.20-04	HEALTH INS	3,245.02	
014582	007143		01	08/31/2009	110-2006-413.20-04	HEALTH INS	18,301.92	
014582	007144		01	08/31/2009	110-2007-413.20-04	HEALTH INS	3,037.34	
014582	007145		01	08/31/2009	110-3015-414.20-04	HEALTH INS	3,452.70	
014582	007146		01	08/31/2009	110-4020-422.20-04	HEALTH INS	65,211.95	
014582	007147		01	08/31/2009	110-4025-424.20-04	HEALTH INS	7,450.57	
014582	007150		01	08/31/2009	110-5030-421.20-04	HEALTH INS	98,700.57	

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0011839	HEALTHCARE SERVICE CORP						
014582	007151		01 08/31/2009	110-6040-431.20-04	HEALTH INS	27,102.42	
014582	007152		01 08/31/2009	110-7060-451.20-04	HEALTH INS	4,594.95	
014582	007154		01 08/31/2009	210-8070-452.20-04	HEALTH INS	18,146.16	
014582	007155		01 08/31/2009	510-6050-501.20-04	HEALTH INS	3,322.90	
014582	007156		01 08/31/2009	510-6055-502.20-04	HEALTH INS	4,543.03	
014582	007157		01 08/31/2009	530-0088-503.20-04	HEALTH INS	2,492.19	
					VENDOR TOTAL *	259,601.72	
0018100	HILGENDORF, NORMAN/CAROL						
08/05/2009	006642		01 08/31/2009	110-6043-434.30-91	DED INJECTION PROGRAM	309.60	
					VENDOR TOTAL *	309.60	
0008835	HOBBY LOBBY STORES INC						
24369951	006399		01 08/31/2009	110-7060-451.60-65	EDUCATION EXPENSES	134.23	
24459558	006400		01 08/31/2009	110-7060-451.60-65	MERCHANDISE RETURNED	14.82-	
					VENDOR TOTAL *	119.41	
0017917	HOLLMAN, INC						
LSI-45401	006338		01 08/13/2009	382-0000-463.80-35	STATION 2 BENCH		230.00
					VENDOR TOTAL *	.00	230.00
0008820	HOME DEPOT 1916-DOWNERS GROVE						
026834/7030471	007108		01 08/31/2009	110-6041-432.40-20	GUARDRAIL PARTS	16.73	
					VENDOR TOTAL *	16.73	
0012341	HOME DEPOT 1982-OAKBROOK TERR						
031036/3010601	006317		01 08/31/2009	110-6041-432.40-98	27 GAL TOTE	17.17	
3171944	006318		01 08/31/2009	110-6041-432.40-98	REMOVAL OF SALES TAX	1.31-	
007457/6020455	006759		01 08/31/2009	110-6046-418.40-98	SHOP SUPPLIES	16.95	
018934/5012516	007218		01 08/31/2009	510-6057-502.50-01	WEED TRIMMER LINE	25.98	
018165/5134406	007219		01 08/31/2009	510-6057-502.50-08	PUMP REPAIR	44.91	
					VENDOR TOTAL *	103.70	
0017799	HORIBA INTL CORP						
214095 RI	006903		01 08/31/2009	110-5030-421.40-98	EVIDENCE SUPPLIES	779.05	
					VENDOR TOTAL *	779.05	
0000280	HURLEY CO, CLAUDE H						
5704	006430		01 08/31/2009	382-0000-463.80-28	PROFESSIONAL ENG SVCS	2,254.75	
					VENDOR TOTAL *	2,254.75	
0017689	IDEK GRAPHICS						
396	006771		01 08/31/2009	110-4020-422.50-01	DOOR SIGNS	90.00	
					VENDOR TOTAL *	90.00	
0007649	IL ASSN OF CODE ENFORCEMENT						
09/09/09	006339		01 08/13/2009	110-4025-424.60-11	SEMINAR REGISTRATIONS		80.00
					VENDOR TOTAL *	.00	80.00
0004495	IL CRANE, INC						

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0004495 0078542-IN	IL CRANE, INC 007217		01 08/31/2009	510-6057-502.50-08	HOIST REPAIRS	1,438.00	
					VENDOR TOTAL *	1,438.00	
0000288 08/24/2009	IL MUNICIPAL LEAGUE 006938		01 08/31/2009	110-1001-411.60-11	REGISTRATION	120.00	
					VENDOR TOTAL *	120.00	
0010490 8/21/09	IL STATE POLICE-DIRECTOR 006913		01 08/25/2009	110-5030-421.60-27	CASE 09-13953 SETTLEMENT	CHECK #: 127991	200.00
					VENDOR TOTAL *	.00	200.00
0014808 01/01-06/30/09	IL STATE TREASURER-WKRS' COMP 006752		01 08/31/2009	110-1001-411.20-07	SECOND INJURY WORKER'S	614.42	
					VENDOR TOTAL *	614.42	
0016624 062359 74013A 74081A 1 74419A 74013A 74081A 1 74419A	IMPACT NETWORKING LLC 007309 006289 006603 007199 006290 006604 007200		01 08/31/2009 01 08/31/2009 01 08/31/2009 01 08/31/2009 01 08/31/2009 01 08/31/2009 01 08/31/2009 01 08/31/2009	110-2008-413.50-22 110-6040-431.40-33 110-6040-431.40-33 110-6040-431.40-33 510-6050-501.40-33 510-6050-501.40-33 510-6050-501.40-33	SCANNER MAINT KIP COPIER SUPPLIES COPIER PAPER COPIER SUPPLIES KIP COPIER SUPPLIES COPIER PAPER COPIER SUPPLIES	366.00 11.25 18.25 8.37 11.25 18.25 8.38	
					VENDOR TOTAL *	441.75	
0015044 20117	INDUSTRIAL STEEL SERVICE CENTER INC 006689		01 08/31/2009	110-6047-512.50-16	TRK/PARTS PW176	105.00	
					VENDOR TOTAL *	105.00	
0006347 002-956226	INLAND COMMERCIAL PROPERTY MGT INC 006861		01 08/31/2009	530-0088-503.50-15	MONTHLY MAINT CONTRACT	1,150.00	
					VENDOR TOTAL *	1,150.00	
0010731 58903	INTERSTATE BATTERY SYSTEM OF 006255		01 08/31/2009	110-6047-512.50-16	PW-48T	57.95	
					VENDOR TOTAL *	57.95	
0009823 1140655-IN 1144181-IN	INTL CODE COUNCIL ACCTS RECEIVABLE 006607 007259		01 08/31/2009 01 08/31/2009	110-4025-424.40-12 110-4025-424.40-12	CODE BOOKS/TABS GUIDE BOOKS	177.75 125.25	
					VENDOR TOTAL *	303.00	
0009561 282091	INTOXIMETERS 006307		01 08/31/2009	110-5030-421.60-75	BREATHALIZER MACHINE	5,795.00	
					VENDOR TOTAL *	5,795.00	
0007239 09/18/2009	IPELRA 006436		01 08/31/2009	110-2007-413.60-11	REGISTRATION	55.00	

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0007239	IPELRA							
						VENDOR TOTAL *	55.00	
0017796 9492	ISC COMMUNICATIONS 007308	INC	01	08/31/2009	110-2008-413.50-25	NEXTEL CHARGERS	40.93	
						VENDOR TOTAL *	40.93	
0007611 MR 326171	JACKSON, JAMES MR		01	08/28/2009	110-0000-115.07-01	JACKSON, JAMES	25.00	
						VENDOR TOTAL *	25.00	
0000344 1203-5547709	JC LIGHT - NETWORK 006787	PLACE	01	08/31/2009	110-6046-418.50-01	PAINT	37.40	
						VENDOR TOTAL *	37.40	
0012035 94635	JEFFREY ELEVATOR CO 006773	INC	01	08/31/2009	110-7060-451.50-01	ELEVATOR REPAIR	300.00	
						VENDOR TOTAL *	300.00	
0000976 88186 88458 88297 88469	JIM'S TOWING 006546 006802 006907 006908		01	08/31/2009	110-5030-421.60-27	TOWING SVC/CASE #08-29509	85.00	
			01	08/31/2009	110-5030-421.60-27	TOWING SVCS/CASE#09-31601	350.00	
			01	08/31/2009	110-5030-421.60-27	TOWING SVC/CASE #09-29524	350.00	
			01	08/31/2009	110-5030-421.60-27	TOWING SVC/CASE #09-32147	515.00	
						VENDOR TOTAL *	1,300.00	
0015651 08/06/2009	JORDAN, CATHERINE 006441		01	08/31/2009	110-0083-443.60-85	EXPENSE REIMBURSEMENT	100.00	
						VENDOR TOTAL *	100.00	
0007611 MR Refund	JOSEPH SHERMAN MR		01	08/31/2009	110-0000-115.07-01	326561	50.00	
						VENDOR TOTAL *	50.00	
0018112 264 W ADAMS	JOZAITIS, RAY 006895		01	08/31/2009	510-6056-502.30-90	SEWER LINE REIMBURSEMENT	2,000.00	
						VENDOR TOTAL *	2,000.00	
0013509 0583954-IN	K A STEEL CHEMICALS 006414	INC	01	08/31/2009	510-6057-502.40-10	LIQ CHLORINE	2,927.24	
						VENDOR TOTAL *	2,927.24	
0018092 8/10/09	KABAT, ALBERT J 006244		01	08/11/2009	510-6050-501.60-37	CDL REIMBURSEMENT	CHECK #: 127593	50.00
						VENDOR TOTAL *	.00	50.00
0000314 367552 372738	KALE UNIFORMS 006389 006899		01	08/31/2009	110-4020-422.40-62	UNIFORM SUPPLIES	280.40	
			01	08/31/2009	110-5030-421.40-11	UNIFORM SUPPLIES	113.90	

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0000314 372734	KALE UNIFORMS 006900		01	08/31/2009	110-5030-421.40-11	UNIFORM SUPPLIES	52.99	
						VENDOR TOTAL *	447.29	
0000318 254661	KARA CO INC 007312		01	08/31/2009	110-2008-413.40-73	PLOTTER PAPER	160.74	
						VENDOR TOTAL *	160.74	
0000323 157072	KIEFT BROTHERS, INC - A/P 006948		01	08/31/2009	110-6041-432.40-48	CEMENT	132.00	
157220	006891		01	08/31/2009	510-6052-501.40-63	VALVE REPAIRS	557.85	
157222	006892		01	08/31/2009	510-6052-501.40-98	VALVE VAULT INSTALLS	426.00	
157070	006893		01	08/31/2009	510-6052-501.40-63	VALVE VAULTS	447.00	
157072	006947		01	08/31/2009	510-6052-501.40-63	VALVE VAULTS	198.00	
157221	007111		01	08/31/2009	510-6052-501.40-98	MANHOLE MASTIC	62.00	
156521	007112		01	08/31/2009	510-6052-501.40-98	MANHOLE MASTIC	62.00	
156778	006885		01	08/31/2009	510-6056-502.40-29	SEWER REPAIR	34.00	
156777	006886		01	08/31/2009	510-6056-502.40-29	SEWER REPAIR	28.00	
156776	006887		01	08/31/2009	510-6056-502.40-29	SEWER REPAIR	84.00	
157071	006888		01	08/31/2009	510-6056-502.40-29	SEWER REPAIR	203.00	
157295	006889		01	08/31/2009	510-6056-502.40-29	SEWER REPAIR	40.00	
157296	006890		01	08/31/2009	510-6056-502.40-29	SEWER REPAIR	5.00	
157486	007113		01	08/31/2009	510-6056-502.40-29	MANHOLE REPAIR	100.00	
						VENDOR TOTAL *	2,378.85	
0018096 181	KIM, BRYAN 006539		01	08/31/2009	530-0000-341.50-00	PARKING PERMIT REFUND	37.10	
						VENDOR TOTAL *	37.10	
0011896 1136754	KIMBALL MIDWEST 006246		01	08/31/2009	110-6047-512.50-16	PW-117	34.86	
1167802	006247		01	08/31/2009	110-6047-512.50-16	PW-117 RETD MERCHANDISE	34.86	
1172391	006693		01	08/31/2009	110-6047-512.50-16	SUPPLIES/STOCK	321.48	
						VENDOR TOTAL *	321.48	
0015276 3434	KING, DAVID & ASSOCS, INC 006300		01	08/31/2009	110-6046-418.60-69	JULY MGMNT FEES	1,000.00	
3435	006299		01	08/31/2009	310-0089-461.30-52	JULY MGMNT FEES	1,000.00	
						VENDOR TOTAL *	2,000.00	
0016535 08/06/2009	KINGS POINT GENERAL CEMENT 006896		01	08/31/2009	510-6056-502.30-67	STREET CAVE-IN REPAIR	4,472.82	
						VENDOR TOTAL *	4,472.82	
0015660 17633	KINGS POINT TRUCK LANE 006256		01	08/31/2009	110-6047-512.50-02	PW-4 & PW-58 SAFETY TEST	50.00	
17661	006257		01	08/31/2009	110-6047-512.50-02	PW-119 SAFETY TEST	25.00	
						VENDOR TOTAL *	75.00	
0012452	KLINE, F W & SONS INC							

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0012452 41842	KLINE, F W & SONS 006777		INC	01 08/31/2009	510-6057-502.50-01	DOOR REPAIR	203.00	
						VENDOR TOTAL *	203.00	
0016004 L-082206	KRANSBERGER, CHRIS 006765			01 08/21/2009	110-4020-422.60-68	ANTIQUE FIRE TRK RESTOR	CHECK #: 127988	115.24
						VENDOR TOTAL *	.00	115.24
0001559 08/19-08/21/09	KVETON, JAMES 007210			01 08/31/2009	110-5030-421.60-54	EXPENSE REIMBURSEMENT	317.17	
						VENDOR TOTAL *	317.17	
0017528 0144362-IN 0144501-IN	L-3 COM MOBILE VISION 007019 007212		INC	01 08/31/2009 01 08/31/2009	110-5030-421.60-75 110-5030-421.60-75	BATTERIES CABLE REPLACEMENT	90.90 68.90	
						VENDOR TOTAL *	159.80	
0000332 1013886811	LAB SAFETY SUPPLY INC 006788			01 08/31/2009	110-6046-418.50-01	LIGHTBULB CHANGER	26.71	
						VENDOR TOTAL *	26.71	
0016626 8147	LAI, LTD 006412			01 08/31/2009	110-6041-432.50-11	BERKLEY/ADAMS GATE REPAIR	2,695.00	
						VENDOR TOTAL *	2,695.00	
0000800 2002204	LASER ASSOCS, STEPHEN A 007189			01 08/31/2009	110-1003-412.30-52	INDIVIDUAL ASSESSMENT	525.00	
						VENDOR TOTAL *	525.00	
0013313 891876 892590	LEACH ENTERPRISES, INC 006562 007249			01 08/31/2009 01 08/31/2009	110-6047-512.50-16 110-6047-512.50-16	FILTER FILTERS	16.83 165.29	
						VENDOR TOTAL *	182.12	
0006622 99087/1	LEN'S ACE HARDWARE 007040			01 08/31/2009	110-6047-512.50-16	TRK/PARTS PW14	35.38	
						VENDOR TOTAL *	35.38	
0007702 2114	LHA/WORLD INC 006547			01 08/31/2009	110-0094-454.60-45	EVT AD	375.00	
						VENDOR TOTAL *	375.00	
0017643 91316559	LIGHT BULB DEPOT 28 LLC 006558			01 08/31/2009	110-6044-435.40-26	LAMPS	430.08	
						VENDOR TOTAL *	430.08	
0000509 08/01-08/14/09	LILJEBERG, GLEN R. 006528			01 08/31/2009	110-0086-453.30-52	CATV PROF SVCS	364.75	
						VENDOR TOTAL *	364.75	
0007419	LORUSSO, PATTY - PETTY CASH							

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VEND NO	VENDOR NAME	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT OR
INVOICE NO	VOUCHER NO	NO		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED AMOUNT
0007419	LORUSSO, PATTY -					PETTY CASH		
7/10-8/12	006340		01	08/13/2009	110-1001-411.40-98	EXPENSE REIMBURSEMENT	CHECK #: 127979	3.88
08/13-08/24/09	007122		01	08/31/2009	110-1003-412.40-33	PETTY CASH REIMBURSEMENT		20.02
7/10-8/12	006341		01	08/13/2009	110-2007-413.40-98	EXPENSE REIMBURSEMENT	CHECK #: 127979	37.90
7/10-8/12	006342		01	08/13/2009	110-2007-413.60-98	EXPENSE REIMBURSEMENT	CHECK #: 127979	8.06
08/13-08/24/09	007123		01	08/31/2009	110-2007-413.60-23	PETTY CASH REIMBURSEMENT		73.70
08/13-08/24/09	007124		01	08/31/2009	110-2007-413.40-98	PETTY CASH REIMBURSEMENT		42.47
08/13-08/24/09	007125		01	08/31/2009	110-3015-414.40-98	PETTY CASH REIMBURSEMENT		6.15
08/13-08/24/09	007126		01	08/31/2009	110-3015-414.60-45	PETTY CASH REIMBURSEMENT		127.22
7/10-8/12	006343		01	08/13/2009	110-4020-422.40-98	EXPENSE REIMBURSEMENT	CHECK #: 127979	38.87
7/10-8/12	006344		01	08/13/2009	110-4022-423.50-17	EXPENSE REIMBURSEMENT	CHECK #: 127979	20.80
7/10-8/12	006345		01	08/13/2009	110-5030-421.60-08	EXPENSE REIMBURSEMENT	CHECK #: 127979	52.68
7/10-8/12	006346		01	08/13/2009	110-6041-432.40-98	EXPENSE REIMBURSEMENT	CHECK #: 127979	7.80
7/10-8/12	006347		01	08/13/2009	110-6047-512.40-98	EXPENSE REIMBURSEMENT	CHECK #: 127979	7.80
7/10-8/12	006348		01	08/13/2009	510-6050-501.60-11	EXPENSE REIMBURSEMENT	CHECK #: 127979	20.00
7/10-8/12	006349		01	08/13/2009	510-6050-501.60-37	EXPENSE REIMBURSEMENT	CHECK #: 127979	51.26
						VENDOR TOTAL *	269.56	249.05
0003936	LOVE ON A LEASH							
08/10/2009	006540		01	08/31/2009	110-5030-421.40-31	DOG KENNEL CARRIER	68.00	
						VENDOR TOTAL *	68.00	
0000617	M & M REPORTING, INC							
44860	006897		01	08/31/2009	110-3015-414.30-13	COURT REPORTING	546.75	
						VENDOR TOTAL *	546.75	
0015536	MARTENSON TURF PRODUCTS, INC							
31375	006292		01	08/31/2009	110-6043-434.40-50	RESTORATION SEED	2,000.00	
31375	006293		01	08/31/2009	110-6043-434.40-27	RESTORATION HYDRO MULCH	528.40	
31486	006640		01	08/31/2009	110-6043-434.40-27	HYDRO MULCH	537.40	
31486	006641		01	08/31/2009	110-6043-434.40-50	SEED	1,000.00	
						VENDOR TOTAL *	4,065.80	
0007768	MATHEWS, GEORGE							
18845	007139		01	08/31/2009	110-0000-316.00-00	VEHICLE STICKER REFUND	36.00	
						VENDOR TOTAL *	36.00	
0017918	MAXIM CONST CORP							
915800003	006369		01	08/31/2009	510-6057-502.80-20	SEWER GRINDER REPLACEMENT	35,715.00	
						VENDOR TOTAL *	35,715.00	
0007176	MCCANN INDUSTRIES INC							
07108245	006694		01	08/31/2009	110-6047-512.50-16	TRK/PARTS PW74	32.56	
						VENDOR TOTAL *	32.56	
0017232	MCHUGH CONST, JAMES							
450	006661		01	08/31/2009	382-0000-463.80-35	FIRE STATION CONSTRUCTION	441,242.23	
						VENDOR TOTAL *	441,242.23	
0001049	MCI							

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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
0001049	MCI						
08611797999	006429		01 08/31/2009	110-0094-454.30-75	MONTHLY PHONE	1.70	
08611797999	006418		01 08/31/2009	110-1001-411.30-75	MONTHLY PHONE	22.22	
08611797999	006419		01 08/31/2009	110-2006-413.30-75	MONTHLY PHONE	7.37	
08611797999	006427		01 08/31/2009	110-2007-413.30-75	MONTHLY PHONE	11.89	
08611797999	006428		01 08/31/2009	110-2008-413.30-75	MONTHLY PHONE	92.45	
08611797999	006420		01 08/31/2009	110-3015-414.30-75	MONTHLY PHONE	20.10	
08611797999	006421		01 08/31/2009	110-4020-422.30-75	MONTHLY PHONE	7.27	
08611797999	006422		01 08/31/2009	110-4022-423.30-75	MONTHLY PHONE	1.94	
08611797999	006423		01 08/31/2009	110-5030-421.30-75	MONTHLY PHONE	66.95	
08611797999	006424		01 08/31/2009	110-6040-431.30-75	MONTHLY PHONE	40.46	
08611797999	006425		01 08/31/2009	110-7060-451.30-75	MONTHLY PHONE	33.57	
08611797999	006426		01 08/31/2009	510-6055-502.30-75	MONTHLY PHONE	21.24	
VENDOR TOTAL *						327.16	
0002941	MCMASER-CARR SUPPLY CO						
34371103	006392		01 08/31/2009	110-4020-422.60-68	SILICONE RUBBER	120.94	
35048459	006616		01 08/31/2009	110-4020-422.60-68	PARTS/ANTIQUE FIRE TRUCK	31.85	
34930699	006782		01 08/31/2009	110-6041-432.50-11	SLIDE RAIL REPLACEMENT	82.67	
34449499	006783		01 08/31/2009	110-6046-418.50-01	CARD BOARD BOXES	19.38	
34562199	006285		01 08/31/2009	110-6047-512.50-16	PW-147T & 135T	150.51	
34863277	006286		01 08/31/2009	110-6047-512.50-16	STOCK CLEANING PADS	14.28	
34772565	006287		01 08/31/2009	110-6047-512.50-16	STOCKROOM CONTAINERS	82.76	
34562213	006393		01 08/31/2009	382-0000-463.80-35	BULLETIN BOARDS/FLOOR	289.07	
34577508	006394		01 08/31/2009	382-0000-463.80-35	FLOOR MATS	325.03	
35479262	006784		01 08/31/2009	382-0000-463.80-35	PAPER TOWEL DISPENSER	161.00	
35478648	006785		01 08/31/2009	382-0000-463.80-35	PAPER TOWEL DISPENSER	513.24	
36156645	007260		01 08/31/2009	382-0000-463.80-35	BULLETIN BOARD	52.04	
34453888	006415		01 08/31/2009	510-6056-502.50-10	RADIO UPGRADE PROJECT	126.57	
3456957	006416		01 08/31/2009	510-6056-502.50-10	RADIO UPGRADE PROJECT	19.34	
35156716	006781		01 08/31/2009	510-6056-502.50-10	RADIO UPGRADE PROJECT	72.92	
35753237	007233		01 08/31/2009	510-6056-502.50-10	RADIO PROJECT UPGRADE	9.68	
29764806	006779		01 08/31/2009	510-6057-502.50-01	PIPE REPAIR	23.02	
35270516	006780		01 08/31/2009	510-6057-502.50-01	LANDSCAPE LOPPER REPLACEM	37.75	
35761184	007234		01 08/31/2009	510-6057-502.50-08	PUMP REPAIR	17.60	
35606402	007236		01 08/31/2009	510-6057-502.50-08	BULB REPLACEMENT	154.14	
VENDOR TOTAL *						2,303.79	
0000366	MEL'S ACE HARDWARE						
410718/4	007043		01 08/31/2009	110-6040-431.40-98	TOOLS	2.47	
410413/4	006319		01 08/31/2009	110-6041-432.40-98	SANDPAPER	5.01	
410547/4	006569		01 08/31/2009	110-6041-432.40-09	PROPANE TANK EXCHANGE	17.09	
410648/4	007041		01 08/31/2009	110-6041-432.40-53	TOOLS	49.48	
410386/4	006452		01 08/31/2009	110-6043-434.40-98	CARABINER CLIP/SCREWS	13.74	
410649/4	006811		01 08/31/2009	110-6043-434.40-09	WASP SPRAY	64.69	
410454/4	006390		01 08/31/2009	382-0000-463.80-35	SHOWER RINGS/HOOKS/VINYL	34.00	
410636/4	006719		01 08/31/2009	382-0000-463.80-35	SQUEGE/LIGHT BULBS	19.06	
410661/4	006917		01 08/31/2009	382-0000-463.80-35	SHOP VAC	64.99	
410718/4	007042		01 08/31/2009	510-6050-501.40-98	TOOLS	2.47	

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0000366	MEL'S ACE HARDWARE						
410357/4	007115		01 08/31/2009	510-6052-501.40-98	HOSE/NOZZLE	58.48	
410057/4	007116		01 08/31/2009	510-6052-501.40-98	ALUMINUM FOIL	4.48	
410645/4	007117		01 08/31/2009	510-6052-501.40-98	SAWZALL	39.58	
410596/4	007118		01 08/31/2009	510-6052-501.40-98	NYLON ROPE	11.05	
410373/4	006720		01 08/31/2009	510-6057-502.50-01	GATE HASP	8.09	
410598/4	006721		01 08/31/2009	510-6057-502.50-01	SCADA ROOM PICTURES	18.99	
					VENDOR TOTAL *	413.67	
0007591	MENARDS - HILLSIDE						
97034	006774		01 08/31/2009	110-4020-422.50-01	LUMBER/SCREWS/WASHERS	25.66	
97792	006775		01 08/31/2009	110-4020-422.50-01	TRANSITION WORK/FIRE STAT	21.66	
98038	006776		01 08/31/2009	110-4020-422.50-01	BENCHES	17.46	
					VENDOR TOTAL *	64.78	
0000368	METRO PARAMEDIC SERVICES, INC						
278-000581	006820		01 08/31/2009	110-0084-442.30-01	AMBULANCE SERVICE	22,558.06	
					VENDOR TOTAL *	22,558.06	
0007364	METROPOLITAN LIFE INSURANCE CO						
00104	006732		01 08/31/2009	110-1001-411.20-05	DENTAL INS	279.68	
00104	006733		01 08/31/2009	110-2006-413.20-05	DENTAL INS	1,273.05	
00104	006734		01 08/31/2009	110-2007-413.20-05	DENTAL INS	220.21	
00104	006735		01 08/31/2009	110-3015-414.20-05	DENTAL INS	229.86	
00104	006736		01 08/31/2009	110-4020-422.20-05	DENTAL INS	3,807.90	
00104	006737		01 08/31/2009	110-4025-424.20-05	DENTAL INS	271.65	
00104	006738		01 08/31/2009	110-5030-421.20-05	DENTAL INS	6,206.11	
00104	006739		01 08/31/2009	110-6040-431.20-05	DENTAL INS	1,861.35	
00104	006740		01 08/31/2009	110-7060-451.20-05	DENTAL INS	329.51	
00104	006741		01 08/31/2009	210-8070-452.20-05	DENTAL INS	933.89	
00104	006742		01 08/31/2009	510-6050-501.20-05	DENTAL INS	298.97	
00104	006743		01 08/31/2009	510-6055-502.20-05	DENTAL INS	208.96	
00104	006744		01 08/31/2009	530-0088-503.20-05	DENTAL INS	152.71	
					VENDOR TOTAL *	16,073.85	
0013780	METROPOLITAN MAYORS CAUCUS						
2009-111	007204		01 08/31/2009	110-1001-411.60-37	MEMBERSHIP	1,515.43	
					VENDOR TOTAL *	1,515.43	
0018102	MEYER, STEPHEN						
08-00000738	006707		01 08/31/2009	110-0000-332.03-00	PERMIT REFUND	111.00	
					VENDOR TOTAL *	111.00	
0007611	MICHAEL UBRIACO						
MR Refund	MR		01 03/05/2009	110-0000-115.07-01	321361	CHECK #: 123761	25.00-
					VENDOR TOTAL *	.00	25.00-
0007611	MICHAEL UBRIACO						
MR Refund	MR		01 08/28/2009	110-0000-115.07-01	321361	CHECK #: 128013	25.00-

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0007611	MICHAEL UBRIACO						
					VENDOR TOTAL *	.00	25.00
0017275	MIDAMERICAN ENERGY CO						
122166	006647		01 08/31/2009	110-6041-432.30-24	MONTHLY ELECTRIC	3,323.31	
122166	006653		01 08/31/2009	110-6041-432.30-24	MONTHLY ELECTRIC	1,854.71	
122166	006649		01 08/31/2009	110-6044-435.30-24	MONTHLY ELECTRIC	647.53	
122166	006655		01 08/31/2009	110-6044-435.30-24	MONTHLY ELECTRIC	635.48	
122166	006645		01 08/31/2009	510-6051-501.30-24	MONTHLY ELECTRIC	4,152.59	
122166	006651		01 08/31/2009	510-6051-501.30-24	MONTHLY ELECTRIC	4,189.03	
122166	006646		01 08/31/2009	510-6052-501.30-24	MONTHLY ELECTRIC	6,688.40	
122166	006652		01 08/31/2009	510-6052-501.30-24	MONTHLY ELECTRIC	5,587.07	
122166	006644		01 08/31/2009	510-6057-502.30-24	MONTHLY ELECTRIC	8,250.76	
122166	006650		01 08/31/2009	510-6057-502.30-24	MONTHLY ELECTRIC	39,725.66	
122166	006648		01 08/31/2009	530-0088-503.30-24	MONTHLY ELECTRIC	3,600.51	
122166	006654		01 08/31/2009	530-0088-503.30-24	MONTHLY ELECTRIC	3,729.80	
					VENDOR TOTAL *	82,384.85	
0017125	MIDWEST OPERATING ENGRS H & W						
OCT 2009	007186		01 08/31/2009	110-6040-431.20-04	HEALTH INS	41,134.50	
OCT 2009	007188		01 08/31/2009	510-6050-501.20-04	HEALTH INS	21,136.50	
OCT 2009	007187		01 08/31/2009	510-6055-502.20-04	HEALTH INS	13,761.00	
					VENDOR TOTAL *	76,032.00	
0018148	MIDWEST SUGA						
09/20-09/23/09	007256		01 08/31/2009	110-2006-413.60-11	REGISTRATION FEES	100.00	
09/20-09/23/09	007258		01 08/31/2009	110-2007-413.60-11	REGISTRATION FEES	200.00	
09/20-09/23/09	007257		01 08/31/2009	110-2008-413.60-11	REGISTRATION FEES	100.00	
					VENDOR TOTAL *	400.00	
0007257	MOTION INDUSTRIES, INC						
IL10-394928	006410		01 08/31/2009	510-6057-502.50-08	DAF #1 DRIVE UNIT REPAIR	120.98	
IL10-395290	007237		01 08/31/2009	510-6057-502.50-08	DAF UNIT REPAIR	443.13	
					VENDOR TOTAL *	564.11	
0000378	MOTOROLA - COLLECTION CTR DR						
89964301	007016		01 08/31/2009	110-5030-421.40-41	RADIO MICROPHONES	122.82	
89967405	007017		01 08/31/2009	110-5030-421.40-41	RADIO MICROPHONES	122.82	
89966806	007018		01 08/31/2009	110-5030-421.40-41	DEMO EARPIECE	80.04	
					VENDOR TOTAL *	325.68	
0018069	MUNICIPAL CODE CORP						
113582	006371		01 08/31/2009	110-1001-411.30-54	ONLINE MUNICIPAL CODE	75.00	
					VENDOR TOTAL *	75.00	
0000383	NAFISCO, INC						
92748	006326		01 08/31/2009	110-6041-432.30-06	COOL CARS BARRICADES	312.00	
92749	006327		01 08/31/2009	110-6041-432.30-06	BARRICADE RENTAL	67.50	
					VENDOR TOTAL *	379.50	
0000392	NCL EQPT SPECIALTIES INC						

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0000392 9453	NCL EQPT SPECIALTIES INC 007002		01	08/31/2009	110-6041-432.40-52	PAINT	256.20	
VENDOR TOTAL *							256.20	
0011644 N222727 N224061	NEPTUNE TECHNOLOGY GROUP INC 006862 006909		01	08/31/2009	510-6052-501.40-68	WATER METERS	1,976.40	
			01	08/31/2009	510-6052-501.40-68	RADIO READ DEVICES	184,500.00	
VENDOR TOTAL *							186,476.40	
0009496	NEXTEL COMMUNICATIONS							
162511511-090	006727		01	08/31/2009	110-2007-413.30-75	MONTHLY MOBILE BILL	216.85	
162511511-090	006728		01	08/31/2009	110-2008-413.30-75	MONTHLY MOBILE BILL	440.27	
162511511-090	006731		01	08/31/2009	110-2008-413.50-25	MONTHLY MOBILE BILL	60.45	
162511511-090	006730		01	08/31/2009	110-3015-414.30-75	MONTHLY MOBILE BILL	272.33	
162511511-090	006725		01	08/31/2009	110-4020-422.30-75	MONTHLY MOBILE BILL	329.26	
162511511-090	006726		01	08/31/2009	110-4022-423.30-75	MONTHLY MOBILE BILL	47.04	
162511511-090	006729		01	08/31/2009	110-5030-421.30-75	MONTHLY MOBILE BILL	1,327.59	
162511511-090	006722		01	08/31/2009	110-6040-431.30-75	MONTHLY MOBILE BILL	1,370.85	
162511511-090	006723		01	08/31/2009	510-6050-501.30-75	MONTHLY MOBILE BILL	438.67	
162511511-090	006724		01	08/31/2009	510-6055-502.30-75	MONTHLY MOBILE BILL	932.18	
VENDOR TOTAL *							5,435.49	
0005845	NICOR GAS							
87-99-01-2530	1006879		01	08/31/2009	110-0000-115.01-00	DISCONNECT/142 N WALNUT	652.65	
54-23-78-0000	5006366		01	08/31/2009	110-4020-422.30-29	MONTHLY GAS	91.80	
91-69-58-0000	2006405		01	08/31/2009	110-4020-422.30-29	MONTHLY SERVICE	102.84	
26-13-75-0650	2006406		01	08/31/2009	110-4020-422.30-29	MONTHLY SERVICE	97.14	
5209073557 3	006599		01	08/31/2009	110-4020-422.30-29	MONTHLY GAS	97.42	
1200340000 4	006404		01	08/31/2009	110-5030-421.30-29	MONTHLY SERVICE	139.46	
1428340000 1	006403		01	08/31/2009	110-6046-418.30-29	MONTHLY SERVICE	107.03	
7816640000 8	007172		01	08/31/2009	110-6046-418.30-29	MONTHLY PHONE	371.49	
39-23-24-0000	0006598		01	08/31/2009	110-7060-451.30-29	MONTHLY GAS	25.75	
7763000144 2	006368		01	08/31/2009	210-8070-452.30-29	MONTHLY GAS	980.52	
75-23-24-0000	4006367		01	08/31/2009	510-6056-502.30-29	MONTHLY GAS	78.51	
43-64-24-0000	6006402		01	08/31/2009	510-6056-502.30-29	MONTHLY SERVICE	77.09	
52-71-78-0000	8006408		01	08/31/2009	510-6056-502.30-29	MONTHLY SERVICE	29.28	
53-33-68-0000	7006407		01	08/31/2009	510-6057-502.30-29	MONTHLY SERVICE	857.75	
VENDOR TOTAL *							3,708.73	
0000401 123714	NORTH EAST MULTI-REGIONAL TRAINING 006303		01	08/31/2009	110-5030-421.60-11	TRAINING	300.00	
VENDOR TOTAL *							300.00	
0016554	NORTHWESTERN GROUP MARKETING							
SEPT 2009	007173		01	08/31/2009	110-1001-411.20-04	HEALTH INS	40.95	
SEPT 2009	007174		01	08/31/2009	110-2006-413.20-04	HEALTH INS	230.96	
SEPT 2009	007175		01	08/31/2009	110-2007-413.20-04	HEALTH INS	38.33	
SEPT 2009	007176		01	08/31/2009	110-3015-414.20-04	HEALTH INS	43.57	
SEPT 2009	007177		01	08/31/2009	110-4020-422.20-04	HEALTH INS	822.93	

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0016554	NORTHWESTERN GROUP	MARKETING						
SEPT 2009	007178		01	08/31/2009	110-4025-424.20-04	HEALTH INS	94.02	
SEPT 2009	007179		01	08/31/2009	110-5030-421.20-04	HEALTH INS	1,245.54	
SEPT 2009	007180		01	08/31/2009	110-6040-431.20-04	HEALTH INS	342.01	
SEPT 2009	007181		01	08/31/2009	110-7060-451.20-04	HEALTH INS	57.99	
SEPT 2009	007182		01	08/31/2009	210-8070-452.20-04	HEALTH INS	228.99	
SEPT 2009	007183		01	08/31/2009	510-6050-501.20-04	HEALTH INS	41.93	
SEPT 2009	007184		01	08/31/2009	510-6055-502.20-04	HEALTH INS	57.33	
SEPT 2009	007185		01	08/31/2009	530-0088-503.20-04	HEALTH INS	31.45	
VENDOR TOTAL *							3,276.00	
0018114	NORTON, ADAM							
451 HIGHVIEW	006898		01	08/31/2009	110-6041-432.30-55	REAR YARD DRAIN PROGRAM	582.90	
VENDOR TOTAL *							582.90	
0001222	NOVAK, DON							
8/18/09	006663		01	08/19/2009	382-0000-463.80-35	EXPENSE REIMBURSEMENT	CHECK #: 127983	65.00
VENDOR TOTAL *							.00	65.00
0018147	NOVAPRO RISK SOLUTIONS, LP							
HK00000987	007190		01	08/31/2009	110-0082-416.60-28	ACCOUNT SET-UP FEE	2,800.00	
HK00000987	007191		01	08/31/2009	110-0082-416.60-02	DATA CONVERSION FEE	1,200.00	
GM00040296	007201		01	08/31/2009	110-0082-416.60-28	ANNUAL ADMIN FEE	2,700.00	
GM00040297	007202		01	08/31/2009	110-0082-416.60-28	ANNUAL ADMIN FEE	30.00	
GM00040297	007203		01	08/31/2009	110-0082-416.60-02	TAKE OVER CLAIM FEES	1,170.00	
VENDOR TOTAL *							7,900.00	
0017888	O'BRIEN, RICHARD							
08-00000997	006708		01	08/31/2009	110-0000-332.01-00	PERMIT REFUND	2,176.00	
08-00000998	006710		01	08/31/2009	110-0000-332.01-00	PERMIT REFUND	111.00	
08-00000997	006709		01	08/31/2009	510-0000-371.26-00	PERMIT REFUND	68.00	
VENDOR TOTAL *							2,355.00	
0018141	ODD LOT PET SHOP							
8/27/09	007159		01	08/28/2009	110-4020-422.60-98	FS #2 FISHTANK	CHECK #: 128014	1,800.00
VENDOR TOTAL *							.00	1,800.00
0000886	OEC BUSINESS INTERIORS							
534870	006395		01	08/31/2009	382-0000-463.80-35	FS #2 OFFICE FURNITURE	31,338.65	
VENDOR TOTAL *							31,338.65	
0008640	OFFICE DEPOT							
484428925001	006819		01	08/31/2009	110-1001-411.40-33	SUPPLIES	71.24	
483294221001	006565		01	08/31/2009	110-2006-413.40-33	SUPPLIES	35.26	
484428925001	006818		01	08/31/2009	110-2006-413.40-33	SUPPLIES	44.18	
484607310001	006977		01	08/31/2009	110-2006-413.40-33	SUPPLIES	170.75	
485365056001	007205		01	08/31/2009	110-2006-413.40-33	SUPPLIES	12.62	
483294221001	006564		01	08/31/2009	110-4025-424.40-33	SUPPLIES	29.28	
485365056001	007206		01	08/31/2009	110-4025-424.40-33	SUPPLIES	5.32	

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0008640 485365056001	OFFICE DEPOT 007207		01 08/31/2009	110-6040-431.40-33	SUPPLIES	2.14	
					VENDOR TOTAL *	370.79	
0018093 72	OLASA, ASHA SINDHA 006352		01 08/31/2009	530-0000-341.50-00	PARKING PASS REFUND	51.00	
					VENDOR TOTAL *	51.00	
0008045 633366521-01	ORIENTAL TRADING CO INC 007197		01 08/31/2009	110-7060-451.60-65	EDUCATION SUPPLIES	52.56	
					VENDOR TOTAL *	52.56	
0006695 38728	OTTOSEN BRITZ KELLY COOPER & 006291		01 08/31/2009	110-2007-413.30-52	PROFESSIONAL SERVICES	126.00	
					VENDOR TOTAL *	126.00	
0008717 155350 155358	PAT KEAN'S FRIENDLY FORD 006683 006684		01 08/31/2009 01 08/31/2009	110-6047-512.50-16 110-6047-512.50-16	TRK/PARTS PD-12 TRK/PARTS PD-12	129.36 142.19	
					VENDOR TOTAL *	271.55	
0000435 100904648 100904710	PORTABLE COMMUNICATIONS 007315 007316		01 08/31/2009 01 08/31/2009	110-2008-413.50-25 110-2008-413.50-25	BATTERY COVER BELT CLIP	8.99 13.49	
					VENDOR TOTAL *	22.48	
0016869 8310	PORTER LEE CORP 007213		01 08/31/2009	110-5030-421.40-98	LABELS/RIBBONS	343.00	
					VENDOR TOTAL *	343.00	
0000437 10383140-00	PORTER PIPE & SUPPLY CO 006792		01 08/31/2009	510-6056-502.50-11	SLIDE RAIL REPLACEMENT	231.18	
					VENDOR TOTAL *	231.18	
0013302 13192	PRECISION CONTROL SYSTEMS OF 006762		01 08/31/2009	110-5030-421.30-98	MONTHLY MAINT FEE	251.00	
					VENDOR TOTAL *	251.00	
0014293 37708 37746	PRECISIONFORM, INC 006556 006998		01 08/31/2009 01 08/31/2009	110-6044-435.40-60 110-6044-435.40-60	TRAFFIC SIGNAL PARTS TRAFFIC SIGNAL PARTS	280.00 280.00	
					VENDOR TOTAL *	560.00	
0016490 437207	PRIMUS ELECTRONICS 007033		01 08/31/2009	110-5030-421.80-06	SET UP NEW VEHICLE/PD-6	77.34	
					VENDOR TOTAL *	77.34	
0000618 1104	PROGRESSIVE ELECTRONICS 006542		01 08/31/2009	110-5030-421.50-08	RADAR REPAIR	63.56	

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0005994 PSI140902	SAUBER MFG CO 007029		01	08/31/2009	110-6047-512.50-16	WATER KEY RACK	649.00	
						VENDOR TOTAL *	649.00	
0010169 61730 61773 61792	SEAWAY SUPPLY 006600 006999 007000		01	08/31/2009	110-6046-418.40-24	SUPPLIES	267.50	
			01	08/31/2009	110-6046-418.40-24	SUPPLIES	360.00	
			01	08/31/2009	110-6046-418.40-24	SUPPLIES	367.50	
						VENDOR TOTAL *	995.00	
0000481 100861	SERVICE SPRING 006695		01	08/31/2009	110-6047-512.50-02	TRK/PARTS PW2	206.97	
						VENDOR TOTAL *	206.97	
0000484 1626057	SEYFARTH SHAW LLP 006711		01	08/31/2009	110-0081-415.30-32	LEGAL SVCS	3,696.60	
						VENDOR TOTAL *	3,696.60	
0012572 4978-6	SHERWIN-WILLIAMS CO - VILLA PARK 007232		01	08/31/2009	510-6057-502.50-01	PAINT	41.93	
						VENDOR TOTAL *	41.93	
0001674 91133	SHORE GALLERIES 007215		01	08/31/2009	110-5030-421.40-01	AMMUNITION	912.36	
						VENDOR TOTAL *	912.36	
0011543 106892 106892 106892 106892 106892	SIKICH LLP 006531 006532 006533 006534 006535		01	08/31/2009	110-2006-413.30-03	AUDIT FEES	5,500.00	
			01	08/31/2009	210-8070-452.30-03	AUDIT FEES	1,000.00	
			01	08/31/2009	510-6050-501.30-03	AUDIT FEES	2,000.00	
			01	08/31/2009	510-6055-502.30-03	AUDIT FEES	3,375.00	
			01	08/31/2009	530-0088-503.30-03	AUDIT FEES	625.00	
						VENDOR TOTAL *	12,500.00	
0001868 13090	SMITH ECOLOGICAL 006799		01	08/31/2009	510-6057-502.40-25	LAB CHEMICALS	271.21	
						VENDOR TOTAL *	271.21	
0011495 233846	SOUTH SIDE CONTROL SUPPLY CO 006770		01	08/31/2009	110-6046-418.50-01	FLOATING ACTUATOR	255.00	
						VENDOR TOTAL *	255.00	
0004780 032712	SPECIAL T UNLIMITED 006316		01	08/31/2009	110-6041-432.40-62	REFLECTIVE UNIFORMS	418.00	
						VENDOR TOTAL *	418.00	
0003393 43699	STANDARD INDUSTRIAL & AUTO EQPT, INC 006259		01	08/31/2009	110-6047-512.50-01	SHOP IMPROVEMENTS	279.00	
						VENDOR TOTAL *	279.00	
0014481	STAPLES CREDIT PLAN							

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0014481 136817860025493007314	STAPLES CREDIT PLAN		01 08/31/2009	110-2008-413.40-73	PAPER	44.97	
						VENDOR TOTAL *	44.97
0008126 4001022735	STERICYCLE INC 006301		01 08/31/2009	110-5030-421.30-98	QUARTERLY SERVICE	309.69	
						VENDOR TOTAL *	309.69
0017966 48287 48089 48231 48090 48091	STORINO, RAMELLO & DURKIN 006656 006657 006660 006658 006659		01 08/31/2009 01 08/31/2009 01 08/31/2009 01 08/31/2009 01 08/31/2009	110-0081-415.30-36 110-0081-415.30-36 110-0081-415.30-36 310-0089-461.30-52 310-0089-461.30-52	PROFESSIONAL SVCS PROFESSIONAL SVCS PROFESSIONAL SVCS PROFESSIONAL SVCS PROFESSIONAL SVCS	38,125.10 2,012.50 700.00 638.50 15,599.50	
						VENDOR TOTAL *	57,075.60
0008228 96702 96853 97074 97111	SUBURBAN LABORATORIES INC 006445 006446 007244 007246		01 08/31/2009 01 08/31/2009 01 08/31/2009 01 08/31/2009	510-6057-502.30-33 510-6057-502.30-33 510-6057-502.30-33 510-6057-502.30-33	LAB TESTING LAB TESTING LAB TESTING LAB TESTING	180.00 732.50 624.00 297.00	
						VENDOR TOTAL *	1,833.50
0007885 7280 7280	SUBURBAN LIFE PUBLICATIONS 007135 007136		01 08/31/2009 01 08/31/2009	110-6040-431.30-54 510-6050-501.30-54	LEGAL NOTICE LEGAL NOTICE	112.94 112.94	
						VENDOR TOTAL *	225.88
0002854 1981 1985	SUNRISE COMMUNICATIONS, INC 006563 007255		01 08/31/2009 01 08/31/2009	110-0086-453.30-52 110-0086-453.30-52	DVD DUPLICATION VIDDLER MONTHLY HOSTING	70.00 50.00	
						VENDOR TOTAL *	120.00
0000512 34969	SURE LUBRICANTS, INC 006797		01 08/31/2009	510-6057-502.40-34	GEARBOX OIL/SOLVENT	1,094.85	
						VENDOR TOTAL *	1,094.85
0009845 30318	SYNAGRO CENTRAL 006795		01 08/31/2009	510-6057-502.30-58	SLUDGE HAULING/LAND APPLI	2,655.80	
						VENDOR TOTAL *	2,655.80
0017907 8/12/09	TAWZER, LANCE 006401		01 08/31/2009	110-7060-451.60-54	TRAVEL EXPENSES	146.80	
						VENDOR TOTAL *	146.80
0000523 82777-00 9996378	TERMINAL SUPPLY CO 006696 006697		01 08/31/2009 01 08/31/2009	110-6047-512.50-16 110-6047-512.50-16	STOCK RETURNED MERCHANDISE	23.90 17.46	
						VENDOR TOTAL *	6.44
0015598	THE SAINT FRANCIS GROUP						

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0015598 53958	THE SAINT FRANCIS GROUP 007209		01 08/31/2009	110-5030-421.60-01	ANIMAL CONTROL	200.00	
					VENDOR TOTAL *	200.00	
0000528 09-2571 09-2622 09-2679	THOMPSON ELEVATOR INSPECTION SVC 006434 006435 006608		01 08/31/2009 01 08/31/2009 01 08/31/2009	110-4025-424.30-12 110-4025-424.30-12 110-4025-424.30-12	ELEVATOR PLAN REVIEW ELEVATOR PLAN REVIEW ELEVATOR PLAN REVIEW	60.00 60.00 60.00	
					VENDOR TOTAL *	180.00	
0000150 199247	THYSSENKRUPP ELEVATOR CORP 006763		01 08/31/2009	530-0088-503.30-25	3 MONTH MAINT FEE	1,704.82	
					VENDOR TOTAL *	1,704.82	
0017950 116188 116416	TODD, MICHAEL & CO, INC 006566 007106		01 08/31/2009 01 08/31/2009	110-6041-432.40-52 110-6041-432.40-52	PAVEMENT STRIPING PAVEMENT STRIPING PAINT	857.50 846.33	
					VENDOR TOTAL *	1,703.83	
0000905 8/06/09	TOPPEL, SAM H 006243		01 08/11/2009	510-6050-501.60-37	CDL REIMBURSEMENT	CHECK #: 127592	50.00
					VENDOR TOTAL *	.00	50.00
0000533 64335 64334 64403	TRAFFIC CONTROL & PROTECTION 006263 006557 006978		01 08/31/2009 01 08/31/2009 01 08/31/2009	110-6041-432.40-52 110-6041-432.40-52 110-6041-432.40-52	SIGNS/POSTS/PAINT ALUMINUM BLANK ALUMINUM BLANK	360.00 409.00 174.84	
					VENDOR TOTAL *	943.84	
0000403 6095229 CM6095229	TRANSCHICAGO TRUCK GROUP AND 007014 007015		01 08/31/2009 01 08/31/2009	110-6047-512.50-16 110-6047-512.50-16	TRK/PARTS PW111 CORE CREDIT	164.01 62.50-	
					VENDOR TOTAL *	101.51	
0000536 0000131702 0000131449 0000131078 0000131340	TREE TOWNS REPROGRAPHICS, INC 006712 006288 006398 006411		01 08/31/2009 01 08/31/2009 01 08/31/2009 01 08/31/2009	110-4025-424.30-21 110-6040-431.40-33 110-7060-451.60-65 510-6057-502.50-01	DIGITAL BOND COPY PLAN COPIES CONVENTION STAND-UP STORM STA LANDSCAPE PROJ	63.60 70.00 124.40 130.00	
					VENDOR TOTAL *	388.00	
0015470 IN169450 IN169497 IN169468 IN169442 IN169586 IN169467 IN169470	UNIFORMITY INC 006375 006376 006377 006378 006379 006380 006381		01 08/31/2009 01 08/31/2009 01 08/31/2009 01 08/31/2009 01 08/31/2009 01 08/31/2009 01 08/31/2009	110-4020-422.40-62 110-4020-422.40-62 110-4020-422.40-62 110-4020-422.40-62 110-4020-422.40-62 110-4020-422.40-62 110-4020-422.40-62	UNIFORM SUPPLIES UNIFORM SUPPLIES UNIFORM SUPPLIES UNIFORM SUPPLIES UNIFORM SUPPLIES UNIFORM SUPPLIES UNIFORM SUPPLIES	69.50 160.75 68.00 109.00 9.95 47.00 149.00	

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0015470	UNIFORMITY INC							
IN166222	006382		01	08/31/2009	110-4020-422.40-62	UNIFORM SUPPLIES	83.88	
IN169515	006383		01	08/31/2009	110-4020-422.40-62	UNIFORM SUPPLIES	187.00	
IN163576	006384		01	08/31/2009	110-4020-422.40-62	UNIFORM SUPPLIES	4.00	
IN169588	006385		01	08/31/2009	110-4020-422.40-62	UNIFORM SUPPLIES	39.00	
IN169262	006386		01	08/31/2009	110-4020-422.40-62	UNIFORM SUPPLIES	6.25	
VENDOR TOTAL *							933.33	
0003709	UNIQUE PRODUCTS & SERV CORP							
191827	006949		01	08/31/2009	110-2006-413.40-33	SUPPLIES	158.50	
191827	006950		01	08/31/2009	110-6046-418.40-24	SUPPLIES	113.79	
VENDOR TOTAL *							272.29	
0007191	UNITED STATES POSTAL SERVICE-RESERV							
8/28/09	007161		01	08/28/2009	110-1001-411.30-49	METER POSTAGE	CHECK #: 128016	1,000.00
8/28/09	007162		01	08/28/2009	110-2006-413.30-49	METER POSTAGE	CHECK #: 128016	400.00
8/28/09	007163		01	08/28/2009	110-2007-413.30-49	METER POSTAGE	CHECK #: 128016	250.00
8/28/09	007164		01	08/28/2009	110-3015-414.30-49	METER POSTAGE	CHECK #: 128016	250.00
8/28/09	007165		01	08/28/2009	110-4020-422.30-49	METER POSTAGE	CHECK #: 128016	250.00
8/28/09	007166		01	08/28/2009	110-5030-421.30-49	METER POSTAGE	CHECK #: 128016	750.00
8/28/09	007167		01	08/28/2009	110-6040-431.30-49	METER POSTAGE	CHECK #: 128016	1,000.00
8/28/09	007168		01	08/28/2009	110-7060-451.30-49	METER POSTAGE	CHECK #: 128016	250.00
8/28/09	007169		01	08/28/2009	530-0088-503.30-49	METER POSTAGE	CHECK #: 128016	850.00
VENDOR TOTAL *							.00	5,000.00
0005115	UNIVERSAL TAXI DISPATCH, INC							
4538	006537		01	08/31/2009	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	211.40	
4538	006538		01	08/31/2009	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	47.60	
4555	006749		01	08/31/2009	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	249.60	
4555	006750		01	08/31/2009	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	49.40	
VENDOR TOTAL *							558.00	
0007731	UPS SHIPPER 1Y3E41							
00001Y3E41339	006748		01	08/31/2009	110-2007-413.30-49	SHIPPING FEES	127.31	
VENDOR TOTAL *							127.31	
0017465	UPS SHIPPER 5A30E3							
00005A30E3329	006561		01	08/31/2009	110-6046-418.40-98	SHIPPING FEES	4.81	
00005A30E3329	006560		01	08/31/2009	510-6057-502.40-98	SHIPPING FEES	18.64	
VENDOR TOTAL *							23.45	
0000550	URICK, EUGENIE							
08/01-08/14/09	006529		01	08/31/2009	110-0086-453.30-52	CATV PROF SVCS	487.50	
VENDOR TOTAL *							487.50	
0016782	USA MOBILITY WIRELESS, INC							
S2437123H	006902		01	08/31/2009	110-5030-421.30-75	MONTHLY PHONE	38.93	
VENDOR TOTAL *							38.93	
0013872	VANGUARD SECURITY CO							

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0013872 11745 11791	VANGUARD SECURITY CO 006315 006772		01 08/31/2009 01 08/31/2009	110-2008-413.80-98 530-0088-503.50-14	CCTV INSTALL ADELAIDE DK ALARM REPAIR	8,094.00 85.00	
					VENDOR TOTAL *	8,179.00	
0014788 2271282632	VERIZON WIRELESS 006455		01 08/31/2009	110-2008-413.30-98	MONTHLY PHONE	1,505.35	
					VENDOR TOTAL *	1,505.35	
0000559 21001 20968	VIKING AWARDS 006817 006391		01 08/31/2009 01 08/31/2009	110-1001-411.40-98 110-4020-422.40-98	ENGRAVING/SERVICE AWARD MEMORIAL PLAQUE	70.25 20.00	
					VENDOR TOTAL *	90.25	
0014891 214382/2 214468/2 214470/2	VILLA PARK ACE 006793 007227 007229		01 08/31/2009 01 08/31/2009 01 08/31/2009	510-6052-501.50-18 510-6057-502.50-08 510-6057-502.50-08	CHLORINATOR REPAIR PUMP REPAIR PUMP REPAIR	13.37 14.35 2.86	
					VENDOR TOTAL *	30.58	
0000561 82654	VILLA PARK MATERIAL CO INC 006320		01 08/31/2009	110-6041-432.40-48	SANDBAG SAND	90.74	
					VENDOR TOTAL *	90.74	
0013353 39187611	VWR INTL INC 006796		01 08/31/2009	510-6057-502.40-25	LAB SUPPLIES	55.04	
					VENDOR TOTAL *	55.04	
0015717 479529 479528 479527 479522 479332 479628	WENTWORTH TIRE-BENSENVILLE 006698 006699 006700 006701 006702 006703		01 08/31/2009 01 08/31/2009 01 08/31/2009 01 08/31/2009 01 08/31/2009 01 08/31/2009	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	TIRES/F-16 TIRES/PD-16 TIRES/PW92, PW82 TIRES/PW17 TIRE DISPOSAL TIRE DISPOSAL	149.51 149.51 209.79 682.98 22.75 35.00	
					VENDOR TOTAL *	1,249.54	
0000681 0005384-IN	WEST CENTRAL MUNICIPAL CONFERENCE 006450		01 08/31/2009	110-6040-431.60-37	MEMBERSHIP	500.00	
					VENDOR TOTAL *	500.00	
0013869 2010	WEST SUBURBAN CHIEFS OF POLICE 006816		01 08/31/2009	110-5030-421.60-37	MEMBERSHIP	100.00	
					VENDOR TOTAL *	100.00	
0000576 89953 87651 89599	WEST SUBURBAN OP, INC. 007311 006545 006304		01 08/31/2009 01 08/31/2009 01 08/31/2009	110-2008-413.40-73 110-3015-414.60-45 110-5030-421.40-33	LABELS FRAME DETECTIVES OFFICE SUPPLS	20.18 17.00 110.51	

PREPARED 09/01/2009, 9:58:34
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 08/31/2009 CHECK DATE: 09/10/2009

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
0000576	WEST SUBURBAN OP, INC.						
89733	006543		01 08/31/2009	110-5030-421.40-33	SUPPLIES	75.19	
89740	006544		01 08/31/2009	110-5030-421.40-33	KEYBOARD/MOUSE PAD	16.24	
89914	006766		01 08/31/2009	110-5030-421.40-33	EVIDENCE SUPPLIES	39.58	
90258	006904		01 08/31/2009	110-5030-421.40-33	SUPPLIES	110.01	
90311	007192		01 08/31/2009	110-5030-421.40-33	TAPE/DISPENSER	7.68	
90484	007193		01 08/31/2009	110-5030-421.40-33	CUSTOM STAMPS	46.90	
89186	006764		01 08/31/2009	110-6046-418.50-01	POSTER BOARD	5.90	
90422	007194		01 08/31/2009	110-7060-451.40-33	PAPER CLIPS/FILE FOLDERS	19.77	
90428	007195		01 08/31/2009	110-7060-451.40-33	APPOINTMENT BOOK	14.84	
90426	007196		01 08/31/2009	110-7060-451.40-33	SHEET PADS	23.09	
89704	006374		01 08/31/2009	382-0000-463.80-35	PENCIL SHARPENER	22.29	
					VENDOR TOTAL *	529.18	
0004668	WEST TOWN REFRIGERATION						
183283	007214		01 08/31/2009	110-5030-421.30-98	MONTHLY MAINT FEE	500.00	
					VENDOR TOTAL *	500.00	
0008459	WESTMONT INTERIOR SUPPLY HOUSE						
W29688	006786		01 08/31/2009	110-6046-418.50-01	CEILING TILES	64.80	
					VENDOR TOTAL *	64.80	
0015020	WHITE KNIGHT DETAIL						
08/11/2009	006704		01 08/31/2009	110-6047-512.50-02	DETAILING SVCS/E-20	90.00	
					VENDOR TOTAL *	90.00	
0002838	WHOLESALE DIRECT						
000172435	006260		01 08/31/2009	110-6047-512.50-16	PW-48T & STOCK	433.83	
000172479	006705		01 08/31/2009	110-6047-512.50-16	TRK/PARTS PW176	111.59	
					VENDOR TOTAL *	545.42	
0013149	WIEDERRECHT, GARY						
618 WASHINGTON	006314		01 08/31/2009	110-6041-432.80-15	REFUND APRON WORK	446.50	
					VENDOR TOTAL *	446.50	
0014135	WILBUR, DONNA F						
117 PINE	007101		01 08/31/2009	510-6056-502.30-89	OVERHEAD SEWER REIMBURSE	3,425.00	
					VENDOR TOTAL *	3,425.00	
0005674	WINKLER'S TREE SERVICE INC						
39310	006296		01 08/31/2009	110-6043-434.30-91	DED INJECTION PROGRAM	2,187.84	
39192	006297		01 08/31/2009	110-6043-434.30-91	DED INJECTION PROGRAM	1,045.76	
39403	006625		01 08/31/2009	110-6043-434.30-22	DED TREE REMOVAL	29,512.31	
39356	006639		01 08/31/2009	110-6043-434.30-88	DED TREE REMOVAL	24,491.05	
39544	006910		01 08/31/2009	110-6043-434.30-22	DED TREE REMOVAL	5,229.96	
39543	006911		01 08/31/2009	110-6043-434.30-88	DED TREE REMOVAL	1,050.48	
					VENDOR TOTAL *	63,517.40	
0010931	WORLD FUEL SERVICES						

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
0010931	WORLD FUEL SERVICES						
252201-1	006945	01	08/31/2009	110-6047-512.40-18	DIESEL	9,740.86	
252206-1	006946	01	08/31/2009	110-6047-512.40-19	GASOLINE	12,228.12	
					VENDOR TOTAL *	21,968.98	
0015783	WURTH USA INC						
93372023	006261	01	08/31/2009	110-6047-512.50-16	DECAL ERASER	182.90	
					VENDOR TOTAL *	182.90	
0006927	YORKE PRINTE SHOPPE						
21308	006396	01	08/31/2009	110-7060-451.60-65	PRINTING OF SIGNING CARDS	264.98	
21257	006397	01	08/31/2009	110-7060-451.60-65	PRINTING OF HANDBILLS	273.63	
					VENDOR TOTAL *	538.61	
0000582	ZENGER INC						
1213111-1	006262	01	08/31/2009	110-6047-512.40-53	TOOL REPLACEMENT	13.26	
1213775-1	007013	01	08/31/2009	110-6047-512.40-53	DRILL BIT	5.87	
					VENDOR TOTAL *	19.13	
0000583	ZEP SALES & SERVICE						
30394663	006951	01	08/31/2009	110-6041-432.40-98	SUPPLIES	38.95	
30394663	006952	01	08/31/2009	110-6043-434.40-98	SUPPLIES	38.95	
30394663	006953	01	08/31/2009	110-6044-435.40-98	SUPPLIES	38.95	
30394663	006954	01	08/31/2009	110-6046-418.40-98	SUPPLIES	38.96	
30394663	006955	01	08/31/2009	110-6047-512.40-98	SUPPLIES	38.96	
30394663	006956	01	08/31/2009	510-6052-501.40-98	SUPPLIES	38.96	
30394663	006957	01	08/31/2009	510-6057-502.40-98	SUPPLIES	38.96	
					VENDOR TOTAL *	272.69	
0009183	303 TAXI						
11821	006372	01	08/31/2009	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	2,265.46	
11821	006373	01	08/31/2009	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	109.60	
					VENDOR TOTAL *	2,375.06	
					HAND ISSUED TOTAL ***		123,289.64
					TOTAL EXPENDITURES ****	2,242,761.15	123,289.64
					*****		2,366,050.79
				GRAND TOTAL			



CITY OF ELMHURST

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

Vau DeWalle

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

August 19, 2009

TO: Mayor DiCianni and Members of the City Council

RE: **Bid, Spring Road Business District – Lighting Improvements**

In response to an invitation to bid on the Spring Road Business District Lighting Improvements advertised in the Elmhurst Press on Friday, July 17, 2009, bids were received from four area contractors.

Bids were opened at 10:00 a.m. on Tuesday, August 18, 2009, and following is a summary of the bids received:

<u>Contractor</u>	<u>Total Cost</u>
Utility Dynamics Corporation (Oswego, IL)	\$232,592.00
Ground Hog Utility Construction (Roselle, IL)	\$279,645.00
Gaffney's P.M.I. (Batavia, IL)	\$284,388.90
Tri-tech Electric, Inc. (Romeoville, IL)	\$375,451.50

Respectfully submitted,

Patty Spencer

Patty Spencer
City Clerk

Copies To All
Elected Officials
9/3/09



CITY OF ELMHURST

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Peter
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MAYOR
PATY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

August 26, 2009

To: Mayor DiCianni and Members of the City Council
From: Thomas P. Borchert, City Manager
Re: Parking Classifications for Health Clubs – Ald. Shea and Ald. Leader

It is respectfully requested that the attached correspondence from Ald. Shea and Ald. Leader regarding the current parking classifications for Health Clubs be referred to the Development, Planning and Zoning Committee for review and report back to the City Council with recommendations.

Respectfully submitted,

Thomas P. Borchert
City Manager

/ds
Attachment

**Copies To All
Elected Officials**

09-03-09

To: Mayor DiCianni and Members of the City Council

**From: Pat Shea Alderman 2nd Ward
Norm Leader Alderman 2nd Ward**

Date: August 25, 2009

RE: Parking classifications for Health Clubs

On the corner of North Ave. & Rte. 83 the "Elmhurst Gables" shopping center has one tenant. The patrons of that establishment fill the parking capacity from 50-100%. Currently the City of Elmhurst's parking classifications for Class No. 9, Health Clubs are 4/1,000 sq. ft. of gross floor area. An increase in parking classification for Health Clubs may be warranted.

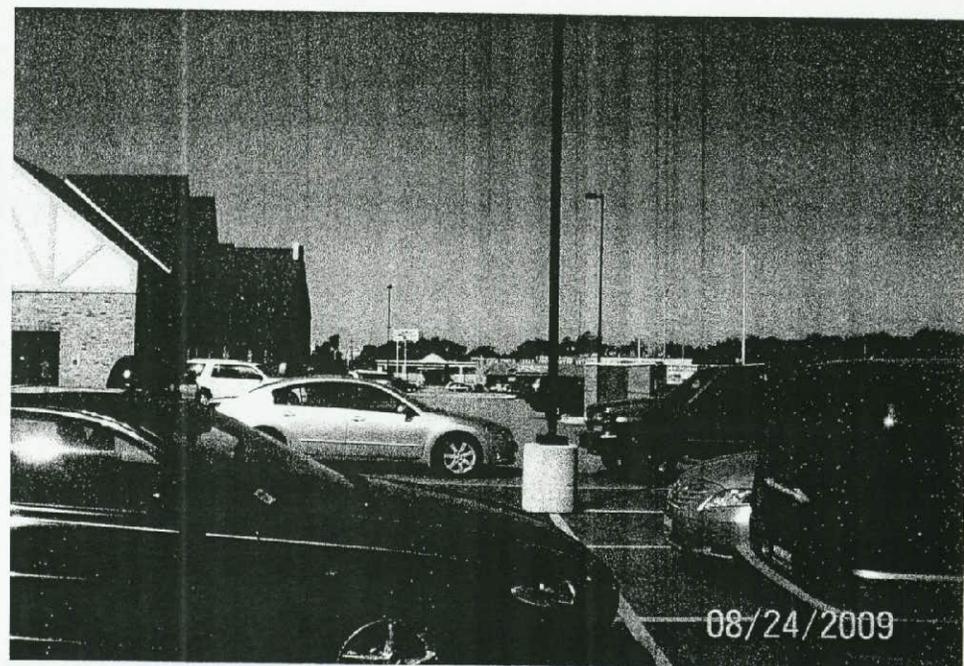
We respectfully request this referral be sent to the Development, Planning, and Zoning Committee for review.

RECEIVED

AUG 26 2009

CITY OF ELMHURST

Hand del'd





CITY OF ELMHURST

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Erin
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MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

August 31, 2009

To: Mayor DiCianni and Members of the City Council

Re: Temporary Use Permit Request
Clovers Garden Center - Fall 2009

The Clovers Garden Center has requested a Temporary Use Permit for the "Garden Center" and the proposed temporary structure at the southwest corner of North and York in the CVS parking lot. Temporary uses of this type are addressed in Section 4.10 Temporary Uses and Events, of Elmhurst Zoning Ordinance.

Clovers Garden Center requests permission to use the southwest corner of the CVS Pharmacy lot at York and North as they have in previous years. This permit will be for this year only for the time frame from September 4, 2009 through November 4, 2009 for the display and sale of fall plants, flowers and pumpkins.

This request is the second request for the calendar year 2009 for Clovers Garden Center at this location. Please note, however, that this request for a special permit and request for authorization to issue the permit will necessitate that the code referenced term not to exceed three permits of thirty days each, or 90 days, will be exceeded in that the first request of Clovers for this calendar year was for 90 days. The Clovers Garden Center request for this year is very close to their previous years' requests, if not exactly the same, which have been well received by the community and well handled by the facilities at the commercial retail site. This particular code was previously forwarded to the Zoning and Planning Commission for their review and consideration for modification which resulted in a report indicating that City Council has authority to approve or not approve specific requests and that the process was working well for the community.

It is, therefore, the City Manager's intention, unless directed otherwise, in accordance with the provisions of Section 4.10 of the Elmhurst Zoning Code, to approve a Temporary Use Permit to allow the "Garden Center" to operate in the CVS parking lot, as requested, and with the understanding that the approval does include for the calendar year 2009 a previous 90 day permit for a spring center and the current request for an approximate 60 day fall Temporary Use Permit.

Respectfully submitted,

Thomas P. Borchert
City Manager

/ds
Attachments

**Copies To All
Elected Officials**

09-03-09

August 27, 2009

Mr. Thomas P. Borchert
City Manager
City of Elmhurst
209 N. York Rd.
Elmhurst, IL 60126

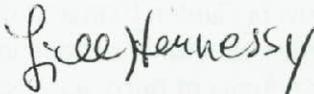
Dear Mr. Borchert,

I am writing to request that the City of Elmhurst grant Clovers Garden Center a Temporary Use Permit for a fall plant, flower and pumpkin display from September 4, 2009 through November 4, 2009. I have faxed over the approval letter from CVS Pharmacy regarding this time period.

Thank you for your attention to this matter. We at Clovers look forward to once again providing a festive and community-oriented seasonal atmosphere.

Sincerely,

Jill Hennessy



Clovers Garden Center

(630) 308-9996



August 25, 2009

Via fax & US Mail

Jill Hennessy
Four Leaf Clovers Garden Center LLC
207 Wood Glen Lane
Oak Brook, IL 60523

RE: FOUR LEAF CLOVERS GARDEN CENTER
SWC YORK & NORTH
ELMHURST, IL

To Whom It May Concern:

As agent on behalf of CVS/pharmacy, located at the southwest corner of York and North in Elmhurst, IL, let this letter serve as proof that we, on behalf of Landlord, are entering into an agreement with Clover's Garden Center in order to use about 8,000 square feet of the west parking lot. The purpose of the use is for the sale of pumpkins and other related fall items from September 4, 2009 to November 4, 2009.

The name of the business is Clover's Garden Center and their legal address is as noted above.

Sincerely,

A handwritten signature in cursive script that reads "Sharon M. Whiteside".

Sharon M. Whiteside
Principal

cc: Donn Hamilton, CVS/pharmacy via email



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Erin
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MAYOR
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THOMAS P. BORCHERT
CITY MANAGER

August 24, 2009

TO: Mayor DiCianni and Members of the City Council

RE: **Bids, Spring Road Business District Lighting Improvements**

The Public Works and Buildings Committee met on Monday, August 24, 2009 to review bids for the Spring Road Business District Lighting Improvements. Bids were received from four (4) area contractors and are summarized on Attachment "A".

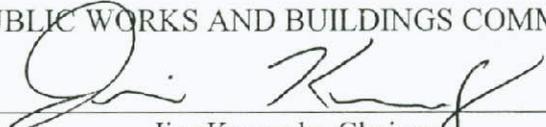
The bids received will provide for the removal of existing light poles and handholes and installation of a new lighting system including light poles and foundations, conduit, wire, handholes, traffic control, and other related work. The contract requires that the above work be completed by October 30, 2009.

Utility Dynamics Corporation submitted the lowest responsible bid meeting all of the bidding requirements. Utility Dynamics has performed similar work for the City of Aurora, Christopher Burke Engineering, and Robinson Engineering. It is reported that the work was completed in a satisfactory manner. Monies for this work have been provided in the amount of \$250,000 in the FY09/10 Budget in account number 110-6041-432-80-15.

It is, therefore, the recommendation of the Public Works and Building Committee that the low bid in the amount of \$232,592.00 from Utility Dynamics Corporation be accepted and that a resolution authorizing this contract be prepared.

Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE



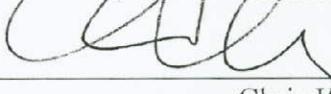
Jim Kennedy, Chairman



Michael Bram, Vice Chairman



Pat Shea



Chris Healy

cc: P.W. and
Bldg. Comm.

Mayor JPB
Hughes
Strischer
8-20-09

Copies To All
Elected Officials
8-27-09

ATTACHMENT "A"

<u>Contractor</u>	<u>Total Price</u>
Utility Dynamics Corporation Oswego, IL	\$232,592.00
Ground Hog Utility Construction Roselle, IL	\$279,645.00
Gaffney's Protective Maintenance Inc. Batavia, IL	\$282,488.90
Tri-Tech Electric, Inc. Romeoville, IL	\$375,451.50



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

August 24, 2009

To: Mayor DiCianni and Members of the City Council

RE: **Proposal – Spring Road Business District Streetlight Materials**

The Public Works and Buildings Committee met on Monday, August 24, 2009 to discuss expenditures for streetlight poles, arms, and luminaires for the Spring Road Business District Lighting Improvements project.

In an effort to realize a lower cost for purchase of these items, staff proposes to purchase these items independent from the construction contract, similar to the previous Streetscape projects. The lighting materials specified were approved by the City's Electrical Division.

Proposals were requested from six (6) vendors for the desired pole, arm, and luminaire assemblies. Proposals were received from five vendors and are summarized as follows:

<u>Company</u>	<u>Total Cost</u>
Steiner Electric Company Elk Grove Village, IL	\$111,749.83
Revere Electric Supply Company Chicago, IL	\$112,707.75
Crescent Electric Supply Company Elk Grove Village, IL	\$112,843.47
Villa Park Electric Supply Company Addison, IL	\$113,805.30
Graybar Electric Supply Company Glendale Heights, IL	\$113,904.69

cc: P.W. and
Bldg. Comm.

Copies To All
Elected Officials
8-27-09

M. J. ...
Hughes Streetcar
8-20-09

Page 2

To: Mayor DiCianni and Members of the City Council

RE: **Proposal – Spring Road Business District Streetlight Materials**

The proposals are for the purchase of 42 poles with single luminaire and one pole with single luminaire and photocell. These lighting elements will be installed on Spring Road between Vallette Street and the Canadian National Railroad. It should be noted that the above material is not an extra to the project, but is an anticipated cost thereof. There is currently an 8-10 week delivery on the items listed above.

Monies for the purchase of these streetlight poles and luminaires have been provided for in the FY 2009/20010 Budget, Account Number 110-6041-432-80-15 in the amount of \$120,000.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the proposal from Steiner Electric Company for the total cost of \$111,749.83 be accepted and that a resolution authorizing this purchase be prepared.

Respectfully submitted,

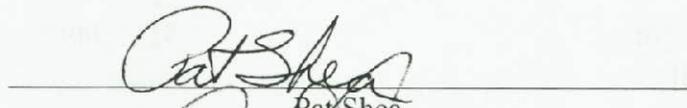
PUBLIC WORKS AND BUILDINGS COMMITTEE



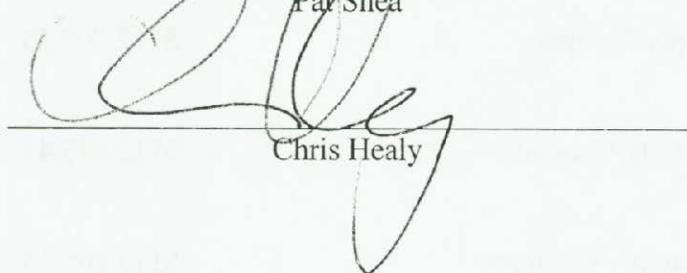
Jim Kennedy, Chairman



Michael Bram, Vice Chairman



Pat Shea



Chris Healy



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Elin
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THOMAS P. BORCHERT
CITY MANAGER

August 24, 2009

TO: Mayor DiCianni and Members of the City Council

RE: **2009 Sanitary Sewer CIPP Lining Change Order**

The Public Works and Buildings Committee met on Monday, August 24, 2009 to discuss issuing a change order to Insituform Technologies USA, Inc., the contractor currently completing the 2009 Sanitary Sewer CIPP Lining Project for the City.

The proposed change order provides for the replacement and repair of an existing sanitary sewer in north Elmhurst located at the dead end of Emroy Avenue, north of North End Avenue. The sewer repair will correct a bottleneck condition identified by the City's consulting engineers, MWH Engineering, that exists at this location. It is expected that increasing the size of the sewer line will reduce or eliminate surcharging conditions which occur in the area during heavy rain events. These sewer lines, in most cases, are located in rear-yard property easements. The total length of pipe being replaced is approximately 265 feet.

Insituform Technologies provided general pricing as part of their original bid for sewer point repairs. They have submitted a proposal to complete this work. Staff also solicited a proposal from Neri Brothers Construction, a contractor also doing sewer and watermain installation work for the City, to ensure Insituform's pricing is competitive. Listed below are the two proposals:

Insituform Technologies (sub-contractor is Suburban General) LaGrange Park, IL	\$58,485.00
Neri Brothers Construction Roselle, IL	\$117,865.00

Insituform's sub-contractor, Suburban General, has previously done satisfactory work for the City in similar rear-yard situations.

cc: P.W. and
Bldg. Comm.

Copies To All
Elected Officials
8-27-09

*Mayor TPB
Hughes Strickland
8-20-09*

Page 2

TO: Mayor DiCianni and Members of the City Council

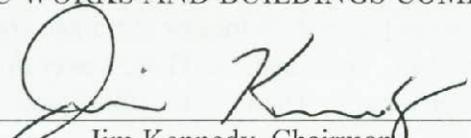
RE: **2009 Sanitary Sewer CIPP Lining Change Order**

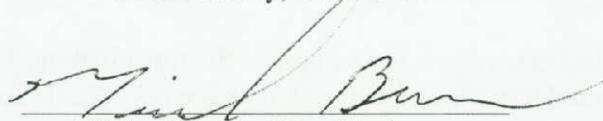
Funds have been provided in the 2009/2010 budget, Municipal Utility Fund, Sanitary Sewer Replacement/Lining Program, account number 510-6056-502-80-13, in the amount of \$950,000 for the contractual rehabilitation of sewers. The current contract amount with Insituform is \$881,657.70. The project is substantially complete and staff does not anticipate any additional change orders. The final contract value will not exceed the budgeted amount

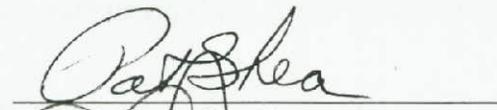
It is, therefore, the recommendation of the Public Works and Buildings Committee that the change order, submitted by Insituform Technologies USA, Inc., in the amount of \$58,485.00, be accepted and that a resolution authorizing this change order be prepared.

Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE


Jim Kennedy, Chairman


Michael Bram, Vice Chairman

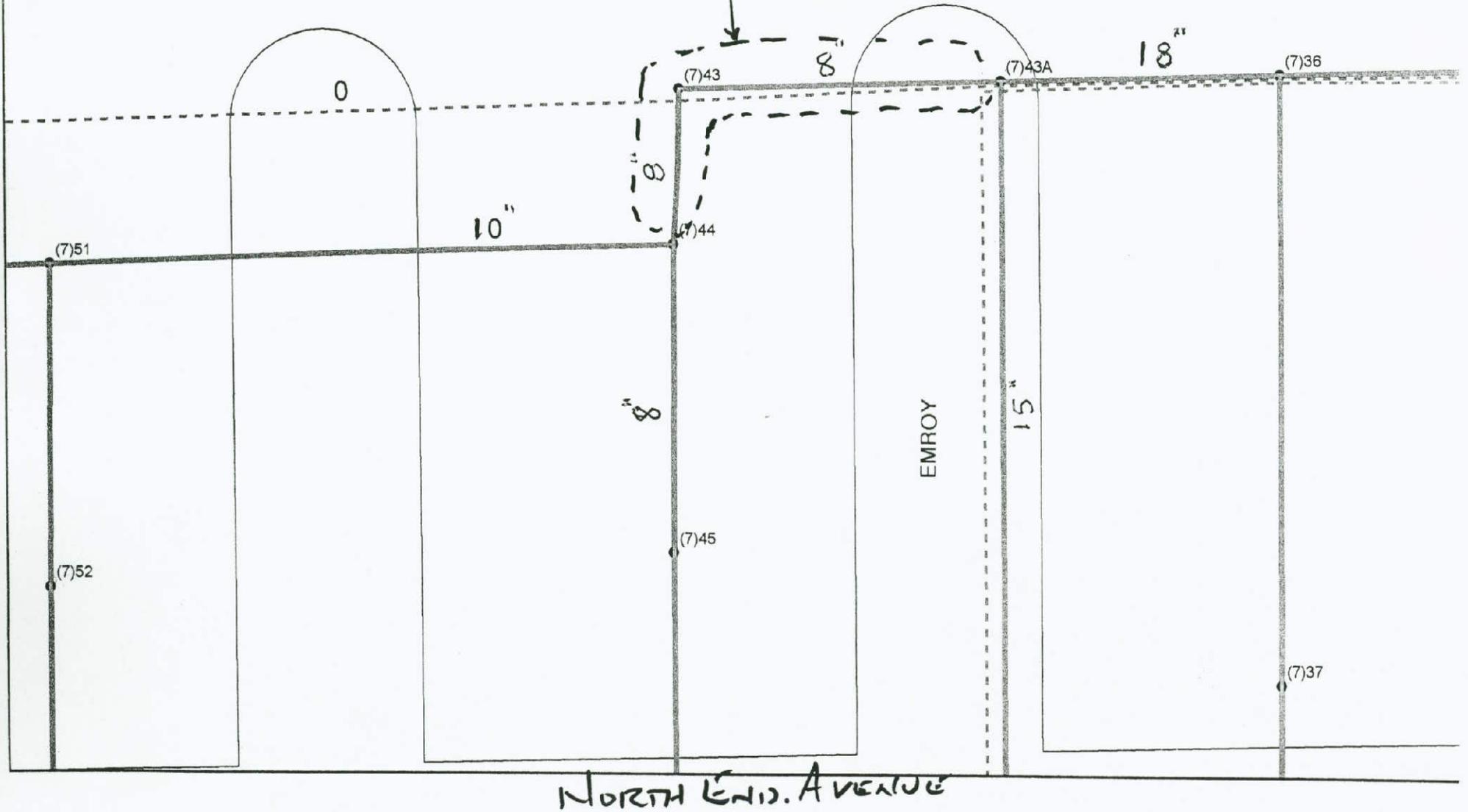

Pat Shea


Chris Healy

COM ED R.O.W.



8" PIPE TO BE
REPLACED w/ 15"





CITY OF ELMHURST

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CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

August 31, 2009

To: Mayor DiCianni and Members of the City Council

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

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

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

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

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

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

Copies To All
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9-03-09

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

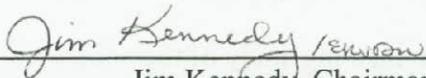
Staff has had several meetings with both Greeley & Hanson and Baxter & Woodman over the past few months to review the scope of the project, to discuss the operational concerns, as well as the capacity concerns that are being experienced at the Wastewater Treatment Plant. Both consultants made several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

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

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

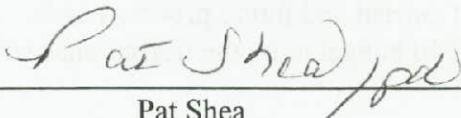
Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE

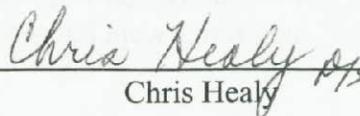


Jim Kennedy, Chairman

Michael Bram, Vice Chairman



Pat Shea



Chris Healy



CITY OF ELMHURST

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

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

August 24, 2009

TO: Mayor DiCianni and Members of the City Council

RE: **First Street Parking Deck Final Design Approval**

The Public Works and Buildings Committee met on Monday, August 24, 2009 and several times prior to discuss the construction of a new parking deck on the northwest corner of First Street and Larch Avenue.

The Committee has reviewed the proposed plan for the parking deck with City staff, members of the design and construction team, ARCO/Murray, and the neighbors of Larch Avenue. Additionally, several elected officials have met with the Larch Avenue residents at various informational meetings that the City has hosted. Also, City staff will distribute a notice to the neighborhood indicating that final design approval will be on the Monday, September 7, 2009 City Council agenda prior to that meeting.

The City has purchased the property at 175 West First Street and is currently demolishing the existing building. The property was purchased to construct a five story parking deck to supplement a large need for additional parking within the Central Business District (CBD). Both the Chamber of Commerce and the Elmhurst City Centre organizations have voiced support for the deck as well as individual merchants.

In an attempt to make the parking deck, which is located within the C-4 zoning district fit in well with the adjacent residential area the City has made layout of the structure, layout of the entrances and exits, final roadway configurations, and the facades which would be used on the outside of the building part of it's ongoing dialog with the residents on Larch Avenue. The residents have generally stated that they are supportive of the plan and the aesthetic finishes to the building. The final facades are shown in Attachment 'A'.

Relative to storm water management, the City will be improving both the quantity and quality of storm water runoff from the site. The quantity of runoff will be decreased due to the increase in impervious surface. Currently the site is essentially 100% paved. After development the site will be 15% pervious, basically grass. This results in a decrease in runoff of approximately 12%.

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9-03-09

Page 2

TO: Mayor DiCianni and Members of the City Council

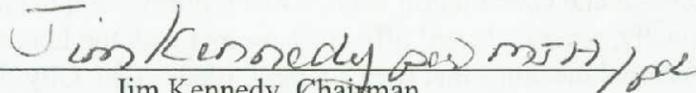
RE: **First Street Parking Deck Final Design Approval**

Also, the City will incorporate Storm Water Quality Best Management Practices (BMP's) into the design to improve the quality of the storm water which leaves the site. The existing site has no water quality BMP measures. The new sewer system will include an oil-water separator which will remove any fuel or oils which may drip onto the parking deck surface from the water prior to it leaving the site.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the City proceed with the design and construction of the First Street parking deck as described above.

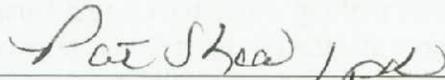
Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE

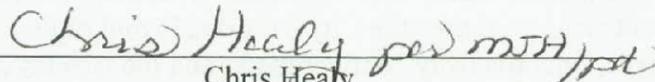


Jim Kennedy, Chairman

Michael Bram, Vice Chairman



Pat Shea



Chris Healy



PRELIMINARY ARCHITECTURAL SITE PLAN - 04.30.2009

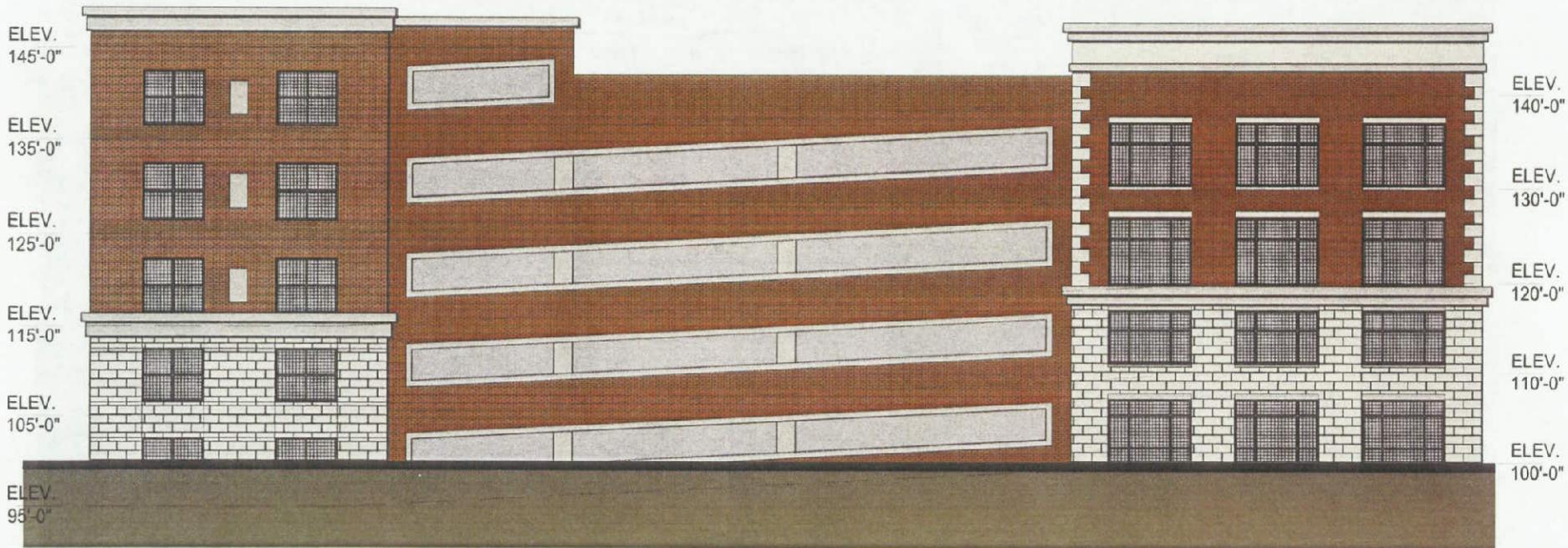


N Hiffman
Commercial Real Estate Services, Inc.

1st Street Parking Garage
ELMHURST, ILLINOIS

ARCO/Murray
National Construction Company, Inc.

GMA ARCHITECTURE, INC.
ARCHITECTURAL DESIGN SERVICES



PRELIMINARY WEST ELEVATION



PRELIMINARY SOUTH ELEVATION



OPTION 3
PRELIMINARY EAST ELEVATION



OPTION 3
PRELIMINARY NORTH ELEVATION



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VDW
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MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

August 24, 2009

To: Mayor DiCianni and Members of the City Council

Re: Metro Paramedic Services Contract

The Public Affairs and Safety Committee met on July 13, 2009 and again on July 27, 2009 and August 24, 2009 to discuss cost savings suggestions for the Metro Paramedic Services Contract dated 9/1/2009 – 8/31/2010.

Per their current contract, Metro was to replace both ambulances during the contract year. In a cost savings measure, Metro recommended replacing the ambulances chassis with new chassis, along with a refurbished box. The estimated cost savings should not be less than \$150,000 for both ambulances.

Metro agreed that the cost savings should be relayed to the City of Elmhurst. However, it should be up to Fire Chief Kopp to determine whether the ambulances should be upgraded at all as there is only 1 year left on the contract, which would therefore permit the full savings of the cost of an ambulance to be passed through to the City. Due to the economic situation, Metro Paramedic Services was also asked to evaluate the contract as a whole for any other cost savings measures.

After re-evaluating the contract, Metro uncovered an estimated \$214,000 in savings to the City, including savings for the new ambulances.

The number one issue with the contract ambulance service is turnover of contract medics. It has been difficult to retain experienced medics for the Elmhurst contract. After a discussion with Metro administration regarding medic turnover, it is recommended that a portion of the savings to the City be used to help stabilize medic turnover with the following recommendation.

Increase the base salary of the current contract medics by 5% and add holiday pay incentives to those medics on duty. The cost of this stabilization recommendation is approximately \$47,000, leaving a total cost savings (rebate) to the City of \$167,000. Increasing the base pay and the incentive for holiday pay should assist in reducing the amount of turnover, therefore, improving emergency medical services to the community. The actual method for increasing base pay and holiday pay should be approved by the Fire Chief not to exceed \$47,000.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that (I) amend the Metro contract to take advantage of the minimum \$214,000 in savings (subject to approval of and direction by the Fire Chief as provided above), (II) not more than \$47,000 of the estimated cost savings to the Metro contract be used to assist in stabilizing paramedic turnover in an effort to improve emergency medical services in Elmhurst in a manner acceptable to the Fire Chief, and (III) that the Fire Chief and his staff begin work on a business plan to provide options available to the City at the end of the current Metro contract.

Respectfully submitted,
Public Affairs and Safety Committee

Patrick Wagner
Patrick Wagner, Chairman

Paula Pezza
Paula Pezza

Chris Nybo
Chris Nybo, Vice Chairman
Agenda/pa&s/2009 reports/Metro recommendation

**PUBLIC AFFAIRS &
SAFETY COMMITTEE**

*Mayor JPB ATTY
Kopp Davidson Spencer
8-22-09*

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8-22-09



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VDW
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 MAYOR
PATTY SPENCER
 CITY CLERK
DAVID DYER
 CITY TREASURER
THOMAS P. BORCHERT
 CITY MANAGER

August 24, 2009

To: Mayor DiCianni and Members of the City Council

RE: **City of Elmhurst Adjudication Process**

The Public Affairs and Safety Committee met on June 22, 2009 and again on August 24, 2009 to discuss an Adjudication Process for the City of Elmhurst. Adjudication is a method of processing non-moving traffic violations, parking violations, building code violations, administrative tows and chronic nuisance complaints within the City of Elmhurst.

The benefits to the City include:

- Cases are moved up in priority level as compared to the current county system where cases are often continued as a result of being grouped in a courtroom with cases of "greater" importance.
- The goal of adjudication is to gain compliance with City ordinance and code with the process of escalating punishment. Fines and orders can be increased if the deadline for compliance is not met, thereby increasing responsibility for habitual offenders
- Case presentation is straight forward and easily understandable from the resident's point of view. Residents are allowed to speak from their perspective and the City is able to present simple and effective cases due to the relaxed rules of evidence.
- In most cases, the fine cost covers the cost of the hearing

The Committee believes that local adjudication will benefit the City in obtaining compliance with City ordinance and code in a fair and judicial manner to both residents and the City.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Council approve the process of adjudication for Elmhurst and directs the city attorney to draft the appropriate ordinance and procedures to allow Elmhurst to move forward with adjudication.

Respectfully submitted,
 Public Affairs and Safety Committee

[Signature]
 Patrick Wagner, Chairman

[Signature]
 Paula Pezza

PUBLIC AFFAIRS & SAFETY COMMITTEE
 Mayor TPB
 Corp Newsen
 Spencer
 Atty
 8-20-09

[Signature]
 Chris Nybo, Vice Chairman

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 8-27-09



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THOMAS P. BORCHERT
CITY MANAGER

August 24, 2009

To: Mayor DiCianni and Members of the City Council

Re: **Knights of Columbus – Oktoberfest Fundraiser**

The Public Affairs and Safety Committee met on August 24, 2009 to discuss the request from the Knights of Columbus to hold an Oktoberfest Fundraiser on Saturday, September 26, 2009 from 3:00 p.m. until 11:00 p.m. A representative from the Knights of Columbus was available to answer the Committee's questions.

The Knights of Columbus would like to hold an Oktoberfest Fundraiser benefiting Knights of Columbus charities, which are many and include, Ray Graham Association, Misericordia, NEDSRA, Special Olympics of Illinois, Easter Sears, and Visitation Parish's Special Education Program. The location for this event will be the city parking lot located behind the Knights of Columbus Hall located at Vallette and S. York Road.

Set up will commence at 8:00 a.m. on Saturday, September 26, 2009, with the event running from 3:00 p.m. until 11:00 p.m., with the sale of alcoholic beverages ceasing at 10:30 p.m. The venue will include a large tent covering approximately ¼ of the parking lot with beer garden and beer dispenser locations separately fenced off. Beverages will include beer, wine, soft drinks and bottled water. Food will be provided by the staff of Mama Maria's Elmhurst. Two polka bands will play in consecutive shifts.

Security will be provided by a combination of professional security officers, including off-duty police officers and Knights of Columbus volunteers. ID's will be checked and verified. Those over 21 must show official bracelet.

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

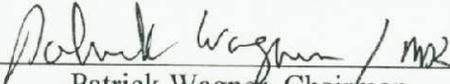
All layout/staging plans and operational parameters will be finalized only after ongoing consultation and discussion with the approval of the Elmhurst Police, Fire and Public Works Departments.

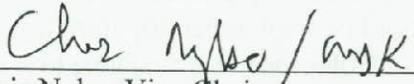
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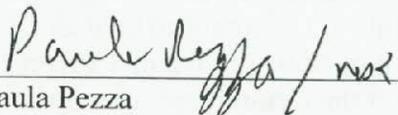
9-03-09

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Council approve the Knights of Columbus request to hold an Oktoberfest Fundraiser in the city parking lot located behind the Knights of Columbus Hall located at Vallette and S. York Road on Saturday, September 26, 2009 from 3:00 p.m. to 11:00 p.m., with the sale of alcoholic beverages ceasing at 10:30 p.m.

Respectfully submitted,
Public Affairs and Safety Committee


Patrick Wagner, Chairman


Chris Nybo, Vice Chairman


Paula Pezza



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CITY CLERK
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CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

August 24, 2009

To: Mayor DiCianni and Members of the City Council

Re: **Immaculate Conception Parish Block Party
Request for Temporary Use**

The Public Affairs and Safety Committee met on August 24, 2009 to discuss the request from Immaculate Conception Parish to hold a Block Party on Saturday, September 12, 2009 following an outdoor Mass at 4:00 p.m. A representative from the Immaculate Conception Parish was available to answer the Committee's questions.

The Parish Block Party will be located on Immaculate Conception Parish Property, with boundary streets being Cottage Hill on the west, York Road on the east, Arthur Street on the north and the Immaculate Conception High School driveway on the south. Cottage Hill between Arthur Street and Church Street and Arthur Street between York Road and Cottage Hill will be closed from 3:00 p.m. until 10:00 p.m. to allow for set up and removal of the event

After Mass at 4:00 p.m., there will be games and Moon jumps for children, food vendor (Fratello's), a D.J. Magician and Balloon Artist and a Beer Garden. The Beer Garden will be enclosed by orange construction fencing. MG Concessions will sell beer and wine for the event. They use licensed and bonded bartenders. They hold an Illinois liquor license and will name Immaculate Conception Parish and the Diocese of Joliet as additional insured's on their policy. MG Concessions will also provide a security guard that is Blue Card Certified to oversee all that enter and leave the beer garden. Immaculate Conception will provide volunteers to help the security guard.

There will be only one way in and out of the beer garden. All that have been "carded" and are of age will receive a wristband to wear for entrance into the beer garden. Beer and wine will be sold from 5:00 p.m. until 9:30 p.m.

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

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

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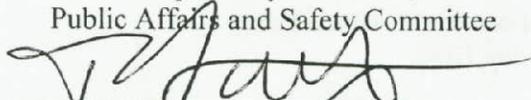
8-27-09

**PUBLIC AFFAIRS &
SAFETY COMMITTEE**

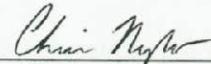
*Mayor JPB Acty
Kopp Debusser (Spencer)
8-20-09*

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Council approve the Immaculate Conception Parish's request to close Cottage Hill between Arthur Street and Church Street and Arthur Street between York Road and Cottage Hill from 3:00 p.m. until 10:00 p.m. for their Parish Block Party to be held on Saturday, September 12, 2009 following an outdoor Mass at 4:00 p.m.

Respectfully submitted,
Public Affairs and Safety Committee



Patrick Wagner, Chairman



Chris Nybo, Vice Chairman



Paula Pezza



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MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

August 25, 2009

To: Mayor DiCianni and Members of the City Council

Re: Management and Leasing Agreements for 180 W. Park Avenue and 242 N. York Street

The Finance, Council Affairs and Administrative Services Committee met August 24, 2009, to review management and leasing agreements with David King & Associates, Inc., for 180 W. Park Avenue and 242 N. York Street.

As the City Council will recall, the property at 180 W. Park Avenue was purchased in January 2006, and the City contracted with David King & Associates, Inc., to provide management and leasing services for that property. The agreements for these services cover the period July 1, 2006 through November 30, 2012. Since this property is not scheduled for further development in the near future, renewal leases are being extended to November 30, 2014. Staff recommends that the management and leasing agreements for 180 W. Park Avenue be extended to November 30, 2014, to be consistent with the lease arrangements.

The management agreement provides for services including, but not limited to, the following: collect all rents; maintain all records and pay all expenses except property tax; purchase and supervise all repairs and maintenance (over \$1,000 requires approval); purchase equipment and supplies (over \$1,000 requires approval); prepare monthly financial statements; and develop an annual operating budget. The fee for these services would remain at the current rate of 4% of gross income with a minimum fee of \$1,000 per month. The leasing agreement provides that David King & Associates serve as the City's leasing agent for the 180 W. Park Avenue property. The fee structure remains the same and is as follows: for a new tenant, the fee is 7% of one year average annual rent and 2% of the balance of the rent for the remainder of the term of the lease. If an existing lease is renewed, the fee is one-half the fee for a new tenant. The fees for management and leasing services are competitive, and the City has not received tenant complaints about the service. Staff recommends approving the management and leasing agreements for 180 W. Park Avenue for a term ending November 30, 2014. The Finance Committee concurred with staff recommendation.

The Finance Committee also reviewed the management agreement with David King & Associates for the property at 242 N. York Street. The current agreement expires on September 30, 2010, and the fee structure is also 4% of gross income with a minimum fee of \$1,000 per

Page 2

August 25, 2009

To: Mayor DiCianni and Members of the City Council

Re: Management and Leasing Agreements for 180 W. Park Avenue and 242 N. York Street

month. Two tenants remain in this building, one on a month to month basis and one with a multi-year lease. Since development may occur in the near future, staff recommended that the term of the agreement remain as is, and not be extended. 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 direct the City Attorney to prepare management and lease agreements with David King & Associates, Inc., for the 180 W. Park Avenue property, to expire November 30, 2014.

Respectfully submitted,
FINANCE, COUNCIL AFFAIRS AND
ADMINISTRATIVE SERVICES
COMMITTEE

Mark A. Mulliner

Mark A. Mulliner

Stephen W. Hipskind, Chairman

Kevin L. York

Kevin L. York, Vice Chairman

Diane Gutenkauf

Diane Gutenkauf

DavidKingAgreementsII

**Copies To All
Elected Officials**

09-03-09

Erim

O - 31 - 2009

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

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

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

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

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

<u>Vehicle</u>	<u>Vin Number</u>	<u>Case Number</u>
1992 Honda Accord LX 4 dr.	1HGCB7655NA055467	#09-127/09MR148
2000 Ford Explorer 2 dr.	1FMYU60X7YUA13464	#07-35718/07MR1445
2000 Honda Civic EX 4 dr.	1HGEJ8648YL053889	#09-6253/09MR629
1990 Ford Taurus Station Wagon	1FACP57U8LG219742	#09-8919/09MR632
1997 Chevrolet Cavalier 4 dr.	3G1JC5248VS864652	#09-5571/09MR455

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

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

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

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

Approved this _____ day of _____, 2009.

Peter P. DiCianni III, Mayor

Passed this _____ day of _____, 2009.

Ayes: _____ Nays: _____

Patty Spencer, City Clerk

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Elected Officials**

09-03-09

COUNCIL ACTION SUMMARY

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

ORIGINATORS: Thomas P. Borchert, City Manager

DESCRIPTION OF SUBJECT MATTER:

The City of Elmhurst has been provided a 1992 Honda Accord LX 4 dr., VIN#1HGCB7655NA055467, Case #09-127/09MR148, a 2000 Ford Explorer 2 dr., VIN # 1FMYU60X7YUA13464, Case #07-35718/07MR1445, a 2000 Honda Civic EX 4 dr., VIN #1HGEJ8648YL053889, Case #09-6253/09MR629, a 1990 Ford Taurus Station Wagon, VIN #1FACP57U8LG219742, Case #09-8919/09MR632, and a 1997 Chevrolet Cavalier 4 dr., VIN# 3G1JC5248VS864652, Case #09-5571/09MR455, through the Police Department's Article 36 Forfeiture. These vehicles serve no police or City purpose and should be declared surplus and auctioned or disposed of, and the attached ordinance allows that process to be implemented.

Memo

To: Tom Borchert
From: Evidence Custodian R. Miklas #89
CC: Deputy Chief Panico
Date: 8/28/2009
Re: Seizure Vehicles

Sir,

This memorandum is to advise you that the City of Elmhurst through the police department has been awarded five vehicles that we wish to auction off by electronic means, selling on E-Bay / Sending to auction or junking as they serve no useful purpose for the city. These vehicles were seized under Article 36 Forfeiture for driving offenses.

The police department is requesting through ordinance to auction or junk the following vehicles through E-Bay:

1. 1992 Honda Accord LX 4-dr VIN: 1HGCB7655NA055467 Mileage 156,895
Case No. 09-127 / 09 MR 148
2. 2000 Ford Explorer 2-dr VIN: 1FMYU60X7YUA13464 Mileage 131,147
Case No. 07-35718 / 07 MR 1445
3. 2000 Honda Civic EX 4-dr VIN: 1HGEJ8648YL053889 Mileage 140,519
Case No. 09-6253 / 09 MR 629
4. 1990 Ford Taurus Station Wagon VIN: 1FACP57U8LG219742 Mileage 68,386
Case No. 09-8919 / 09 MR 632

5. 1997 Chevrolet Cavalier 4-dr VIN: 3G1JC5248VS864652 Mileage 131,806
Case No. 09-5571 / 09 MR 455

RELEASE ORDER

New (12/04)

STATE OF ILLINOIS UNITED STATES OF AMERICA COUNTY OF DU PAGE
IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT

PEOPLE OF THE STATE OF ILLINOIS

CASE NUMBER

09MK 148

-VS-

1992 HONDA

NOTICE - TIME LIMITS FOR
VEHICLE PICKUP ARE IN THE
COURT ORDER - READ
CAREFULLY!!!

DEPENDANT(S)

RELEASE ORDER

File Stamp Here

This cause coming on to be heard upon the motion of the _____
and the Court being fully advised in the premises, having jurisdiction in the subject matter, upon a:

Review (720 ILCS 5/36-1)

Motion for Lienholder Release (720 ILCS 5/36-1a)

Forfeiture Hearing (720 ILCS 5/36-2)

Agreed Order of the Parties Other

JAMES NEWTON

IT IS HEREBY ORDERED: The listed vehicle, a 1992 HONDA
(Year) (Make)

1 H G C B 7 6 5 5 N A 0 5 5 4 6 7
(1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17)

1. Vehicle to be released to JAMES W. NEWTON (N350-4595-0248)
in accordance with the applicable provisions of 720 ILCS, Chapter 36;

2. Prior to release by ELMHURST POLICE, the listed party or their
agent must present proof of payment and compliance with terms or conditions as indicated:

a. _____ Administrative fee to _____

b. (5009-2438) (5L09-127)
Administrative fee to DuPage County State's Attorney's Office

c. \$ 350 Tow fee to ELMHURST POLICE (Sims).

Other Terms or Conditions for Release: proof of current registration
and liability insurance - See Page 2.

Case Closed Strike future Court date: _____

BY TEV
JOSEPH E. BIRKETT
DuPage County State's Attorney No. 50000
503 N. County Farm Road, Wheaton IL 60187
(630) 407-8000

ENTER: (PZ)
(Judge)

DATE: 07-24-09

CHRIS KACHIROUBAS, CLERK OF THE 18TH JUDICIAL CIRCUIT COURT ©
WHEATON, ILLINOIS 60189-0707

State of Illinois

United States of America
In the Circuit Court of the Eighteenth Judicial Circuit

County of DuPage

RELEASE ORDER - PAGE 2

1992 HONDA

2009

MR

148

Year

Make

55467

VIN (Last 6 digits)

This matter coming on to be heard, the Court being fully advised in the premises and having jurisdiction of the subject matter, IT IS HEREBY ORDERED:

(3) The lien holder or party listed in Paragraph One (#1) of this Release Order and listed below is authorized to pick up this vehicle from the holding agency:

OWNER OR LIEN HOLDER: JAMES NEWTON

(4) The owner or lien holder shall pick up the seized vehicle within 14 days of the entry of this order.

(Order Date 07-24-09)

(Compliance Date: 08-07-09)

(4) FAILURE TO PICKUP THIS PROPERTY OR COMPLY WITH THIS ORDER will result in the vehicle being declared abandoned, and the holding agency shall dispose of the seized property without further notice to the parties. The holding agency shall advise the court that the property has been abandoned due to non-compliance with this court order, and ask that the court award the property to a law enforcement agency pursuant to the Law Enforcement Disposition of Property Act, 765 ILCS 5/1030 etal.

(5) The party listed in paragraph No. 1 of this release order must pick up the seized property from the holding agency BY APPOINTMENT ONLY.

A copy of this 2 - page order, and release instructions, has been or will be served to the parties by:

Hand delivery in open court to _____

X Fax to the lien holder or other party listed in Paragraph No. 1 within _____

Fax to legal counsel representing the lien holder or other party listed _____

Other method _____

NOTICE - TIME LIMITS FOR
VEHICLE PICKUP ARE IN THE
COURT ORDER - READ
CAREFULLY!!!

Attorney TEV

Atty Number 50064
DuPage County State's Attorney's Office
503 County Farm Road
Wheaton IL 60187

Judge

07-24-09

Date

29

New (12/04)

AWARD ORDER

STATE OF ILLINOIS UNITED STATES OF AMERICA COUNTY OF DU PAGE
IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT

PEOPLE OF THE STATE OF ILLINOIS

CASE NUMBER

07MR 1445.

-vs-

2000 FORD

DEFENDANT(S)

AWARD ORDER

File Stamp Here

This cause coming on to be heard upon the motion of the _____
and the Court being fully advised in the premises, having jurisdiction in the subject matter, upon a:

Forfeiture Hearing (720 ILCS 5/36-2)

Agreed Order of the Parties

Entry of Judgment on Default

Other ABANDONED PROPERTY
765 ILCS 5/1030.

IT IS HEREBY ORDERED: The listed vehicle, a

2000
(Year)

FORD
(Make)

1 F M Y U 6 0 X 7 Y U A 1 3 4 6 4
(1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17)

1. Vehicle is awarded to ELMHURST POLICE. (07-35718)
in accordance with 720 ILCS 5/36-2. (SO 07-36356)

2. The Illinois Secretary of State is directed to:

a. Indicate that all right, title and interest in the listed vehicle is terminated immediately against the parties listed on the official title records of the Secretary of State.

b. Accept the application for a Certificate of Title by ELMHURST POLICE

Other Terms or Conditions for Release: _____

Case Closed Strike future Court date: _____

BY TEV.
JOSEPH E. BIRKETT, States Attorney
Attorney No. 50000
503 N. County Farm Road
Wheaton IL 60187
(630) 407- 8000

ENTER: [Signature]
DATE: 07-07-09

#20

New (12/04)

AWARD ORDER

STATE OF ILLINOIS UNITED STATES OF AMERICA COUNTY OF DU PAGE
IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT

095
1990

PEOPLE OF THE STATE OF ILLINOIS

CASE NUMBER

09MR 629

FILED
2009 AUG 17 PM 3:39
Clerk of the
18th Judicial Circuit
DuPage County, Illinois

-vs-

2000 HONDA

DEFENDANT(S)

AWARD ORDER

File Stamp Here

This cause coming on to be heard upon the motion of the _____
and the Court being fully advised in the premises, having jurisdiction in the subject matter, upon a:

- Forfeiture Hearing (720 ILCS 5/36-2)
- Agreed Order of the Parties
- Entry of Judgment on Default
- Other _____

IT IS HEREBY ORDERED: The listed vehicle, a 2000 HONDA
(Year) (Make)

1 H G E J 8 6 4 8 Y L 0 5 3 8 8 9
(1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17)

1. Vehicle is awarded to ELMHURST POLICE (09-6253)
in accordance with 720 ILCS 5/36-2. (SO 09-12582)

2. The Illinois Secretary of State is directed to:
a. Indicate that all right, title and interest in the listed vehicle is terminated immediately against the parties listed on the official title records of the Secretary of State.

b. Accept the application for a Certificate of Title by ELMHURST POLICE

Other Terms or Conditions for Release: _____

Case Closed Strike future Court date: _____

BY TEV
JOSEPH E. BIRKETT, States Attorney
Attorney No. 50000
503 N. County Farm Road
Wheaton IL 60187
(630) 407- 8000

ENTER: Bonnie M. Heath

DATE: 8-17-09 PHILIP H. SHELDON
DEPUTY CLERK

AWARD ORDER

New (12/04)

STATE OF ILLINOIS

UNITED STATES OF AMERICA

COUNTY OF DU PAGE

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT

095
1990

PEOPLE OF THE STATE OF ILLINOIS

CASE NUMBER

09MR 632.

FILED
2009 AUG 17 PM 3:39
Clerk Katherine
CLERK OF THE
18TH JUDICIAL CIRCUIT
DU PAGE COUNTY, ILLINOIS

-vs-

1990 FORD.

DEFENDANT(S)

AWARD ORDER

File Stamp Here

This cause coming on to be heard upon the motion of the _____
and the Court being fully advised in the premises, having jurisdiction in the subject matter, upon a:

Forfeiture Hearing (720 ILCS 5/36-2)

Agreed Order of the Parties

Entry of Judgment on Default

Other _____

IT IS HEREBY ORDERED: The listed vehicle, a 1990 FORD.
(Year) (Make)

1 F A C P 5 7 U 8 L G 2 1 9 7 4 2
(1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17)

1. Vehicle is awarded to ELMHURST POLICE (09-8919)
in accordance with 720 ILCS 5/36-2. (SO 09-12583)

2. The Illinois Secretary of State is directed to:
a. Indicate that all right, title and interest in the listed vehicle is terminated immediately against the parties listed on the official title records of the Secretary of State.

b. Accept the application for a Certificate of Title by ELMHURST POLICE.

Other Terms or Conditions for Release: _____

Case Closed Strike future Court date: _____

BY W.W.W.
JOSEPH E. BIRKETT, States Attorney
Attorney No. 50000
503 N. County Farm Road
Wheaton IL 60187
(630) 407- 8000

ENTER: Philip R. Sheldon
PHILIP R. SHELDON
DEPUTY CLERK
DATE: 8-17-09

AWARD ORDER

16

New (12/04)

STATE OF ILLINOIS UNITED STATES OF AMERICA COUNTY OF DU PAGE
IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT

PEOPLE OF THE STATE OF ILLINOIS

CASE NUMBER

09MR455

-VS-

1997 CHEVROLET.

DEFENDANT(S)

AWARD ORDER

File Stamp Here

This cause coming on to be heard upon the motion of the _____ and the Court being fully advised in the premises, having jurisdiction in the subject matter, upon a:

- Forfeiture Hearing (720 ILCS 5/36-2)
- Agreed Order of the Parties
- Entry of Judgment on Default
- Other _____

(AMENDED-ORAL DUE/DL)

IT IS HEREBY ORDERED: The listed vehicle, a 1997 CHEVROLET

3 G 1 J C 5 2 4 8 V S 8 6 4 6 5 2
(1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17)

1. Vehicle is awarded to ELMHURST POLICE (09-5571)
in accordance with 720 ILCS 5/36-2. (SO 09-7438)
2. The Illinois Secretary of State is directed to:

- a. Indicate that all right, title and interest in the listed vehicle is terminated immediately against the parties listed on the official title records of the Secretary of State.
 - b. Accept the application for a Certificate of Title by ELMHURST POLICE
- Other Terms or Conditions for Release: _____

Case Closed Strike future Court date: _____

BY TEV
JOSEPH E. BIRKETT, States Attorney
Attorney No. 50000
503 N. County Farm Road
Wheaton IL 60187
(630) 407- 8000

ENTER: _____
DATE: 08.25.2009

VOW

O - 32 - 2009

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

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

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

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

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

<u>Bicycle</u>	<u>Serial Number</u>
Silver 24 Speed BMW	3S1380201
Green 24 Speed Borrego Triple GT	H3C66524
Green 24 Speed Borrego Triple GT	H3C68810

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

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

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

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

Approved this _____ day of _____, 2009.

Peter P. DiCianni III, Mayor

Passed this _____ day of _____, 2009.

Ayes: _____ Nays: _____

Patty Spencer, City Clerk

Copies To All
Elected Officials

9-03-09

COUNCIL ACTION SUMMARY

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

ORIGINATORS: Thomas P. Borchert, City Manager

DESCRIPTION OF SUBJECT MATTER:

The City of Elmhurst has been provided a Silver 24 Speed BMW bike, a Green 24 Speed Borrego Triple GT bike and a Green 24 Speed Borrego Triple GT bike. These bicycles are either outdated or in need of repair and the police department is asking that they be disposed of by selling on E-Bay. The attached ordinance allows that process to be implemented.

Memo

To: T. Borchert
From: Bob Miklas
CC: Deputy Chief Panico
Date: 9/1/2009
Re: City Property Disposal

Sir,

This memorandum is to advise you that the police department has three bicycles which were used for bike patrol that are no longer needed. These bicycles are either outdated or in need of repair. The police department is asking that the following items be disposed of by selling on E-Bay;

1. Silver 24 Speed BMW bike, serial number 3S13830201
2. Green 24 Speed Borrego Triple GT bike, serial number H3C66524
3. Green 24 Speed Borrego Triple GT bike, serial number H3C68810

O-33-2009

**AN ORDINANCE APPROVING A
COMMUNICATION SITE LEASE AGREEMENT FOR
THE PROPERTY LOCATED AT 364 SCOTT STREET**

WHEREAS, the City of Elmhurst ("City") is the owner of certain real property located near the intersection of 364 Scott Street, Elmhurst, Illinois ("Subject Property"); and

WHEREAS, there is located on the Subject Property an elevated water storage tank; and

WHEREAS, Clear Wireless LLC ("Clearwire"), wishes to lease a portion of the Subject Property for the purpose of installing a wireless communication antenna and related appurtenances; and

WHEREAS, the City and Clearwire have negotiated a lease agreement for a portion of the Subject Property.

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

SECTION 1. That the recitals contained in the preamble hereto are incorporated as a material part of this Ordinance.

SECTION 2. That the Communication Site Lease Agreement between the City and Clearwire, a copy of which is attached hereto as Exhibit "A" is hereby approved, subject to the review and approval of the City Attorney.

SECTION 3. That the Mayor is authorized to sign and the City Clerk is authorized to attest to said Lease Agreement.

SECTION 4. That all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of the conflict.

Copies To All
Elected Officials

9-03-09

SECTION 5. This Ordinance shall be in full force and effect from and after passage and publication according to law.

Approved this _____ day of _____, 2009.

Peter P. DiCianni, III, Mayor

Passed this ____ day of _____, 2009.

Ayes: _____ Nays: _____

Patty Spencer, City Clerk

H:\Kathy\Elmhurst\Ordinance\clearwireless ord.doc

COUNCIL ACTION SUMMARY

SUBJECT: Ordinance Approving a Lease with Clear Wireless LLC on the City Property Located at 364 Scott Street

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

At its most recent meeting, the Public Works and Buildings Committee approved the Lease of a portion of the site of the west elevated water storage tank located at 364 Scott Street (St. Charles Road and Route 83). This approval was given without a Committee Report in view of certain time constraints with Clear Wireless ("Clearwire").

The Lease area would consist of 100 square feet on the water tank site, a portion of the stem of the tank and underground cables from the ground structure (a cabinet housing the electronic equipment) to the antenna on the stem. The antenna would be at a height not to exceed 75 feet above ground level.

The Lease would be for an initial term of 5 years with 5 successive renewal terms, if exercised by Clearwire. The monthly rent would be \$2,200, increasing 3% each year during the initial term and any renewal terms.

An ordinance approving the Lease with Clearwire and authorizing the Mayor and Clerk to sign on behalf of the City is attached for Council consideration.

COMMUNICATION SITE LEASE AGREEMENT (WATER TANK)

THIS COMMUNICATION SITE LEASE AGREEMENT ("Agreement") dated and is effective as of September____, 2009, is between Clear Wireless LLC, a Nevada limited liability company ("Clearwire" or "Tenant"), and the City of Elmhurst, a municipality ("Owner" or "Landlord").

For good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Premises.** Owner owns a parcel of land ("**Land**") and a water tank ("**Water Tank**") located in the City of Elmhurst, County of DuPage, State of Illinois, commonly known as 560 W. St. Charles Road (PIN: 06-10-204-003). The Water Tank and the Land are collectively referred to herein as the "**Property**." The Land is more particularly described in Exhibit A annexed hereto. Subject to the provisions of Paragraph 2 below ("**Effective Date/Due Diligence Period**"), Owner hereby leases to Clearwire and Clearwire leases from Owner approximately ONE HUNDRED (100) square feet of Land and space adjacent to and/or on the Water Tank and all access and utility easements necessary or desirable therefore (collectively, "**Premises**") as may be described generally in Exhibit B annexed hereto.

2. **Effective Date/Due Diligence Period.** This Agreement shall be effective on the date of full execution hereof ("**Effective Date**"). Beginning on the Effective Date and continuing until the Term Commencement Date as defined in Paragraph 4 below ("**Due Diligence Period**"), Clearwire shall only be permitted to enter the Property only for the limited purpose of making appropriate engineering and boundary surveys, inspections, and other reasonably necessary investigations and signal, topographical, geotechnical, structural and environmental tests (collectively, "**Investigations and Tests**") that Clearwire may deem necessary or desirable to determine the physical condition, feasibility and suitability of the Premises. Clearwire shall provide not less than three (3) days notice to Landlord of the date(s) on which Investigations and Tests will be performed. In the event that Clearwire determines, during the Due Diligence Period, that the Premises are not appropriate for Clearwire's intended use, or if for any other reason, or no reason, Clearwire decides not to commence its tenancy of the Premises, then Clearwire shall have the right to terminate this Agreement without penalty upon written notice to Owner at any time during the Due Diligence Period and prior to the Term Commencement Date. Owner and Clearwire expressly acknowledge and agree that Clearwire's access to the Property during this Due Diligence Period shall be solely for the limited purpose of performing the Investigations and Tests, and that Clearwire shall not be considered an owner or operator of any portion of the Property, and shall have no ownership or control of any portion of the Property (except as expressly provided in this Paragraph 2), prior to the Term Commencement Date. The conduct of the Investigations and Tests shall not unduly interfere with the current uses of the Property. Tenant agrees to release and waive any claims for injury to persons or property ("**Claims**") against Landlord, and to hold and save harmless Landlord, its agents, officials and employees from Claims of third parties, including but not limited to Claims of Tenant's employees.

3. **Use.** The Premises may be used by Tenant for any lawful activity in connection with the provisions of wireless communications services, including without limitation, the transmission and the reception of radio communication signals and the construction, maintenance and operation of related communications facilities. Landlord agrees, at no expense to Landlord, to cooperate with Tenant, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Tenant's intended use of the Premises.

4. **Term.** The term of this Agreement shall commence upon the date Tenant begins construction of the Tenant Facilities (as defined in Paragraph 6 below) or eighteen (18) months following the Effective Date, whichever first occurs ("**Term Commencement Date**") and shall terminate on the fifth anniversary of the Term Commencement Date ("**Term**") unless otherwise terminated as provided herein. Tenant shall have the right to extend the Term for five (5) successive five (5) year periods ("**Renewal Terms**") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Tenant notifies Landlord of its intention not to renew at least sixty (60) days prior to commencement of the succeeding Renewal Term.

5. Rent. Within fifteen (15) business days following the Term Commencement Date and on the first day of each month thereafter, Tenant shall pay to Landlord as rent TWO THOUSAND TWO HUNDRED and 00/100 Dollars (\$2,200.00) per month ("**Rent**"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. The Rent shall increase three percent (3%) for each year this Agreement is in effect, commencing one (1) year after the Effective Date and on each one (1) year anniversary thereafter whether during the Initial Term or any and all Renewal Terms. Rent shall be payable to Landlord at 209 N. York St., Elmhurst, IL 60126; Attention: Accounts Receivable. All of Tenant's monetary obligations set forth in this Agreement are conditioned upon Tenant's receipt of an accurate and executed W-9 Form from Landlord.

6. Improvements.

Tenant has the right to construct, maintain, install, repair secure, replace, remove and operate on the Premises radio communications facilities, including but not limited to utility lines, transmission lines, an ice bridge(s), an air conditioned equipment shelter(s), electronic equipment, transmitting and receiving antennas, microwave dishes, antennas and equipment, a power generator and generator pad, and supporting equipment and structures therefore ("**Tenant Facilities**"). In connection therewith, Tenant has the right to do all work necessary to prepare, add, maintain and alter the Premises for Tenant's communications operations and to install utility lines and transmission lines connecting antennas to transmitters and receivers. All of Tenant's construction and installation work shall be performed at Tenant's sole cost and expense and in a good and workmanlike manner and shall in no way interfere with Landlord's use and operation of the Property as and for an elevated water storage tank nor with the use and operation of any and all facilities and equipment of existing tenants. Title to the Tenant Facilities and any equipment placed on the Premises by Tenant shall be held by Tenant or its lenders or assigns and are not fixtures. Tenant has the right to remove the Tenant Facilities at its sole expense on or before the expiration or earlier termination of this Agreement, and Tenant shall repair any damage to the Premises caused by such removal. Upon the expiration or earlier termination of this Agreement, Tenant shall remove the Tenant Facilities from the Property at Tenant's sole expense.

7. Access and Utilities.

7.1 Landlord shall provide Tenant, Tenant's employees, agents, contractors, subcontractors and assigns with access to the Premises twenty-four (24) hours a day, seven (7) days a week, at no charge to Tenant. Landlord grants to Tenant, and Tenant's agents, employees and contractors, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across the Property, and such right and easement may be described generally in Exhibit B.

7.2 Landlord shall maintain all access roadways, if any, from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Landlord shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Tenant's use of such roadways.

7.3 Tenant shall be solely responsible, and shall promptly pay all charges, for utility service to the Premises, for the proper permitting of utility service connections, and for the cost of installation, maintenance, and repair of all utility services and meters associated with such utility service. Tenant shall have an electric meter installed at the Premises and shall have the right to run such utility lines and other electrical equipment as may be necessary from the utility source to the Tenant Facilities.

8. Interference. Tenant shall operate the Tenant Facilities in compliance with all Federal Communications Commission ("**FCC**") requirements including those prohibiting interference to communications facilities of Landlord or other lessees or licensees of the Property, provided that the installation and operation of any such facilities predate the installation of the Tenant Facilities. Subsequent to the installation of the Tenant Facilities, Landlord will not, and will not permit its lessees or licensees to, install new equipment on or make any alterations to the Property or property contiguous thereto owned or controlled by Landlord, if such modifications are likely to cause interference with Tenant's operations. In the event interference occurs, Landlord agrees to use best efforts to eliminate such interference in a reasonable time period. Landlord's failure to comply with this paragraph shall be a material breach of this Agreement.

9. Taxes. Tenant acknowledges that the Property is exempt from real property taxes. To the extent, if at all, the Lease of the Premises results in the Property or any portion thereof to be subject to real property taxes,

Tenant shall reimburse Landlord for any such taxes that are or may be assessed against the Property after detailed written notice thereof that are directly attributable to the presence of the Tenant Facilities, . In addition, Tenant shall pay personal property taxes assessed against the Tenant Facilities when due.

10. Termination.

10.1 This Agreement may be terminated without further liability on sixty (60) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, except that this Agreement shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and the defaulting party has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion; provided however that the grace period for any monetary default is ten (10) days from receipt of written notice. This Agreement may be terminated by Tenant without further liability for any reason or for no reason, provided Tenant delivers written notice of termination to Landlord not less than sixty (60) days prior to the Commencement Date or commencement of any Renewal Term, as the case might be.

10.2 This Agreement may also be terminated by Tenant without further liability on sixty (60) days prior written notice (i) if Tenant is unable to reasonably obtain or maintain any certificate, license, permit, authority or approval from any governmental authority, thus, restricting Tenant from installing, removing, replacing, maintaining or operating the Tenant Facilities or using the Premises in the manner intended by Tenant; (ii) if Tenant determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength, coverage or interference, or (iii) or Tenant otherwise determines, within its sole discretion, that it will be unable to use the Premises for Tenant's intended purpose.

11. Destruction or Condemnation. If the Premises or Tenant Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Tenant may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Landlord no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Tenant chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises. Notwithstanding any provision hereof to the contrary, if the water tank is destroyed or damaged, Landlord shall have no duty to replace, reconstruct or repair such tank, in which event, Landlord may, at its sole option, terminate this Agreement upon written notice to Tenant.

12. Insurance; Subrogation; and Indemnity.

12.1 Tenant shall provide Commercial General Liability Insurance in an aggregate amount of One Million and No/100 Dollars (\$1,000,000.00). Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.

12.2 Landlord, at Landlord's sole cost and expense, shall procure and maintain CGL insurance covering bodily injury and property damage with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Landlord, its employees and agents arising out of or in connections with landlord's use, occupancy and maintenance of the Property. Within thirty (30) days following the Effective Date, Landlord shall provide Tenant with a Certificate of Insurance evidencing the coverage required by this Section.

12.3 Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first-party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

12.4 Landlord and Tenant shall each indemnify, defend and hold the other harmless from and against all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' and consultants' fees, costs and expenses) (collectively "Losses") arising from the indemnifying party's breach of any term or condition of this Agreement or from the negligence or willful misconduct of the indemnifying party or its agents, employees or contractors in or about the Property. The duties described in this Paragraph 12.4 shall apply as of the Effective Date of this Agreement and survive the termination of this Agreement, provided such survival shall apply only to losses arising prior to the date of termination.

13. Assignment. Tenant may assign this Agreement at any time with notice to be provided to Landlord as soon thereafter as reasonably possible.

14. Title and Quiet Enjoyment.

14.1 Landlord represents and warrants that (i) it has full right, power, and authority to execute this Agreement, (ii) Tenant may peacefully and quietly enjoy the Premises and such access thereto, provided that Tenant is not in default hereunder after notice and expiration of all cure periods, (iii) it has obtained all necessary approvals and consents, and has taken all necessary action to enable Landlord to enter into this Agreement and allow Tenant to install and operate the Facility on the Premises, including without limitation, approvals and consents as may be necessary from other tenants, licensees and occupants of Landlord's Property, and (iv) the Property and access rights are free and clear of all liens, encumbrances and restrictions except those of record as of the Effective Date.

14.2 Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Tenant, such title report shows any defects of title or any liens or encumbrances which may adversely affect Tenant's use of the Premises, Tenant shall have the right to terminate this Agreement immediately upon written notice to Landlord, unless within sixty (60) days of such notice, Landlord clears or causes the removal of such liens or encumbrances.

15. Environmental. As of the Effective Date of this Agreement: (1) Tenant hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Property in violation of any applicable law or regulation, and (2) Landlord hereby represents and warrants that (i) it has no knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the Property in violation of any applicable law or regulation; (ii) no notice has been received by or on behalf of Landlord from any governmental entity or any person or entity claiming any violation of any applicable environmental law or regulation in, on, under, upon or affecting the Property; and (iii) it will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting the Property in violation of any applicable law or regulation. Without limiting Paragraph 12.4, Landlord and Tenant shall each indemnify, defend and hold the other harmless from and against all Losses (specifically including, without limitation, attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from (i) any breach of any representation or warranty made in this Paragraph 15 by such party; and/or (ii) environmental conditions or noncompliance with any applicable law or regulation that result, in the case of Tenant, from operations in or about the Property by Tenant or Tenant's agents, employees or contractors, and in the case of Landlord, from the ownership or control of, or operations in or about, the Property by Landlord or Landlord's predecessors in interest, and their respective agents, employees, contractors, tenants, guests or other parties. The provisions of this Paragraph 15 shall apply as of the Effective Date of this Agreement and survive termination of this Agreement as to acts or omissions occurring prior to termination. "Hazardous Material" means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any applicable environmental law or regulation, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any applicable environmental law or regulation.

16. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise concerning the Tenant Facilities or any portion thereof which shall be deemed personal property for the purposes of this Agreement, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Agreement, in Tenant's and/or Mortgagee's sole discretion and without Landlord's consent, provided Landlord is given thirty (30) days prior written notice of the intent to remove all or any portion of the Tenant Facilities and all damage, if any, to the Property or Premises, normal wear and tear excepted, is repaired at Tenant's or Mortgagee's sole expense and such repair is satisfactory to Landlord.

17. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by for next-business-day delivery by a nationally recognized overnight carrier to the following addresses:

If to Tenant, to:	With a copy to:	If to Landlord, to:
Clear Wireless LLC Attn: Site Leasing 4400 Carillon Point Kirkland, WA 98033 Telephone: 425-216-7600 Fax: 425-216-7900 Email: Siteleasing@clearwire.com	Clear Wireless LLC Attention: Legal Department 4400 Carillon Point Kirkland, WA 98033 Telephone: 425-216-7600 Fax: 425-216-7900	City of Elmhurst Attention: Accounts Receivable 209 N. York Street Elmhurst, IL 60126

Landlord or Tenant may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt or refusal to accept delivery.

18. Marking and Lighting. Landlord shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC. Should Tenant be cited because the Property is not in compliance and should Landlord fail to cure the conditions of noncompliance, Tenant may either terminate this Agreement or proceed to cure the conditions of noncompliance at Landlord's expense, which amounts may be deducted from (and offset against) the Rent and any other charges or amounts due, or coming due, to Landlord.

19. Miscellaneous.

19.1 If Tenant is to pay Rent to a payee other than the Landlord, Landlord shall notify Tenant in advance in writing of the payee's name and address.

19.2 The substantially prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

19.3 If any provision of the Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19.4 Terms and conditions of this Agreement which by their sense and context survive the termination, cancellation or expiration of this Agreement will so survive.

19.5 This Agreement shall be governed under law of the State in which the Premises are located, and be binding on and inure to the benefit of the successors and permitted assignees of the respective parties. Venue shall be proper only in the Circuit Court for the 18th Judicial Circuit, DuPage County, Illinois and to all courts to which appeals may be taken therefrom.

19.6 A Memorandum of Agreement in the form attached hereto as Exhibit C may be recorded by Tenant confirming the (i) effectiveness of this agreement, (ii) expiration date of the Term, (iii) the duration of any Renewal Terms, and/or other reasonable terms consistent with this Agreement.

19.7 All Exhibits referred herein are incorporated herein for all purposes.

19.8 This Agreement constitutes the entire Agreement between the parties, and supersedes all understandings, offers, negotiations and other leases concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments, modifications or waivers of any of the terms and conditions of this Agreement must be in writing and executed by both parties.

19.9 Landlord agrees not to disclose, without the written consent of Tenant, any of the terms of this Agreement or any other written agreement between the parties relating to the privileges granted herein, except as required by law or governmental authority, in which case Landlord shall inform Tenant prior to divulging such information.

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the date first above written.

LANDLORD:

TENANT:

City of Elmhurst, an Illinois home rule municipality

Clear Wireless LLC, a Nevada limited liability company

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Tax I.D.: _____

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated September____, 2009, by and between City of Elmhurst, an Illinois home rule municipality as Landlord, and Clear Wireless LLC, a Nevada limited liability company, as Tenant.

The Land is described and/or depicted as follows (metes and bounds description):

P.I.N.: 06-10-204-003

A WRITTEN DESCRIPTION OF THE LAND WILL BE PRESENTED HERE OR ATTACHED HERETO

A parcel of land for Clearwire Lease Site purposes located within part of Lot 17 of Woodruff's Addition to Elmhurst, being a subdivision in the Southeast Quarter of Section 3 and the Northeast Quarter of Section 10, Township 39 North, Range 11, East of the Third Principal Meridian, recorded as Document No. 156546 in DuPage County, Illinois, described as follows:

Commencing at the point of intersection of the South Right-of-Way line of St. Charles Road (as monumented) with the West Right-of-Way line of Scott Street (as monumented), thence South 00 degrees 02 minutes 00 seconds East along said West Right-of-Way line of Scott Street, 186.5 feet, thence West 00 degrees 02 minutes 00 seconds South, 3.0 feet to a place of beginning, thence continuing along a prolongation of the last described course 10.0 feet, thence South 00 degrees 02 minutes 00 seconds East 10.0 feet, thence East 00 degrees 02 minutes 00 seconds North 10.0 feet, thence North 00 degrees 02 minutes 00 seconds West 10.0 feet, to the place of beginning, containing 100.0 square feet, in DuPage County, Illinois.

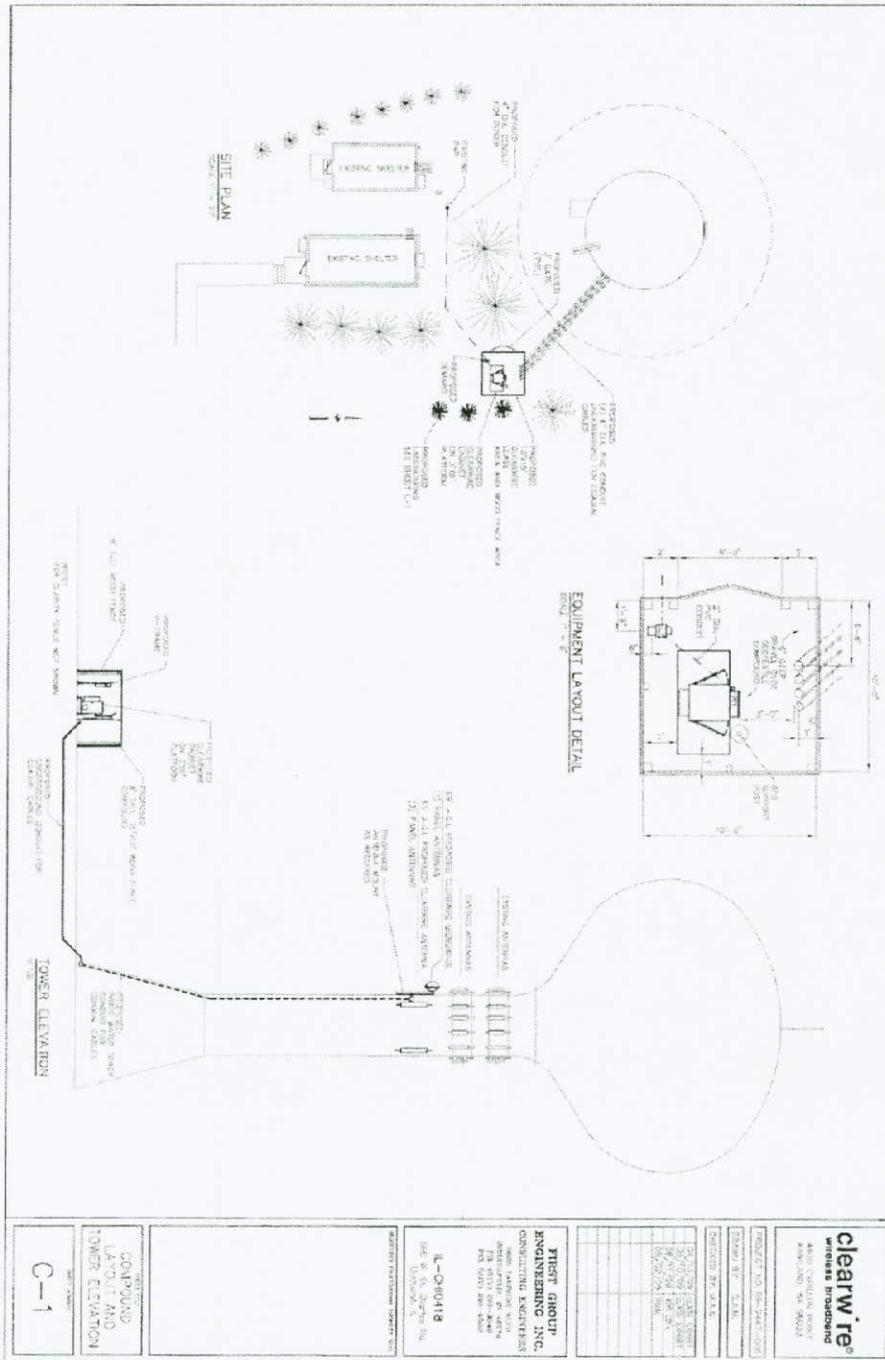
EXHIBIT B

DESCRIPTION OF PREMISES

to the Agreement dated September ____, 2009, by and between City of Elmhurst, an Illinois home rule municipality as Landlord, and Clear Wireless, a Nevada limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

A DRAWING OF THE PREMISES WILL BE PRESENTED HERE OR ATTACHED HERETO



Notes:

1. Tenant may attach a survey of the Premises once Tenant receives it.
2. The Premises shall be setback from the Property's boundaries as required by the applicable governmental authorities.
3. The type, number, mounting positions and locations of antennas and transmission lines are illustrative only. The actual types, numbers, mounting positions and locations may vary from what is shown above.
4. The locations of any utility easements are illustrative only. The actual locations will be determined by the servicing utility company in compliance with all local laws and regulations.

EXHIBIT C

COMMUNICATIONS FACILITY

to the Agreement dated September____, 2009, by and between City of Elmhurst, an Illinois home rule municipality as Landlord, and Clear Wireless LLC, a Nevada limited liability company, as Tenant.

**RECORDED AT REQUEST OF, AND
WHEN RECORDED RETURN TO:**

Clear Wireless LLC,
Attn: Legal Department
4400 Carillon Point
Kirkland, WA 98033
Attn: Site Leasing

**MEMORANDUM OF AGREEMENT
APN: 06-10-204-003**

This MEMORANDUM OF AGREEMENT is entered into on _____, 200____, by City of Elmhurst, an Illinois home rule municipality, with an address at 209 N. York St., Elmhurst, IL, 60126 (hereinafter referred to as "Owner" or "Landlord") and Clear Wireless LLC, a Nevada limited liability company, with an address at 4400 Carillon Point, Kirkland, WA 98033 (hereinafter referred to as "Clearwire" or "Tenant").

1. Owner and Clearwire entered into a Communication Site Lease Agreement ("Agreement") dated as of September____, 2009, effective upon full execution of the parties ("Effective Date") for the purpose of Clearwire undertaking certain Investigations and Tests and, upon finding the Property appropriate, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The term of Clearwire's tenancy under the Agreement is for five (5) years commencing on [commercial operation/the start of construction] of the Tenant Facilities or eighteen (18) months following the Effective Date, whichever first occurs ("Term Commencement Date"), and terminating on the fifth anniversary of the Term Commencement Date with five (5) successive five (5) year options to renew.

3. The Land that is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Tenant and all necessary access and utility easements (the "Premises") are set forth in the Agreement.

In witness whereof, the parties have executed this Memorandum of Agreement as of the day and year first written above.

LANDLORD:

City of Elmhurst,
an Illinois home rule municipality

By: **EXHIBIT ONLY – DO NOT EXECUTE**

Name:

Title:

Date:

TENANT:

Clear Wireless LLC,
a Nevada limited liability company

By: **EXHIBIT ONLY – DO NOT EXECUTE**

Name:

Title:

Date:

Erin

O- 34 - 2009

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION
OF A NON-EXCLUSIVE LICENSE AGREEMENT BY AND BETWEEN
IMMACULATE CONCEPTION PARISH AND THE CITY OF ELMHURST,
DUPAGE AND COOK COUNTIES, ILLINOIS**

WHEREAS, Immaculate Conception Parish ("Licensee") seeks to utilize part of the right-of-way of the City of Elmhurst (the "Property") for its annual "Block Party" event (the "Event") as described in the agreement and addendum attached hereto as Exhibit A (the "Agreement") ; and

WHEREAS, the City Council of the City of Elmhurst finds it to be desirable and in the best interest of the City of Elmhurst to grant to the Licensee a non-exclusive license to enter on the Property for the purpose of presenting its annual Event subject to the terms of the Agreement.

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

1. That the Non-Exclusive License Agreement and Addendum, attached hereto and made a part hereof as Exhibit A, is approved and execution of the License Agreement by the Mayor and City Clerk is hereby ratified.

2. That the officials, officers, employees and agents of the City are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this Ordinance and the License Agreement.

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

Approved this _____ day of _____, 2009.

Peter P. DiCianni III, Mayor

Passed this _____ day of _____, 2009.

Ayes: _____ Nays: _____

Patty Spencer, City Clerk

COUNCIL VOTE:

Ayes: _____

Nays: _____

Absent: _____

EXHIBIT A

NON-EXCLUSIVE LICENSE AGREEMENT AND ADDENDUM

Non-Exclusive License Agreement

This License Agreement ("License") is made and entered into on this ____ day of August, 2009 by and between the City of Elmhurst, Illinois, an Illinois municipal corporation (herein referred to as "Licensor") and Immaculate Conception Parish (herein referred to as "Licensee").

Licensee desires to enter onto the property commonly known as Cottage Hill Road and Arthur Street, City of Elmhurst, Illinois, as illustrated in Exhibit A attached hereto and made a part hereof (the "Property"), for the purpose of utilizing the Property for its annual "Block Party" event (the "Event"), and the Licensor is willing to grant Licensee a non-exclusive license to do so, on the terms and conditions set forth below.

Licensor hereby grants Licensee and its contractors, subcontractors, invitees, employees and agents (collectively, the "Users"), a temporary non-exclusive license to enter on the Property for the purposes of utilizing the Property for the Event, subject to the following terms and conditions:

(1) TERM. The term of this License shall be one day, beginning September 12, 2009 at 9:00 AM and ending September 12, 2009 at 11:00 PM (the "License Term").

(2) RESTRICTION ON USE. Licensee and Users shall only use the Property for the purposes of the Event. Licensee and Users shall not store or permit any storage of any materials or items on the Property. Licensee and Users shall only use the Property between the hours of 9:00 a.m. and 11:00 p.m. The Licensee shall not alter the Property in any fashion without the written consent of the Licensor. The Licensee's use of the Property shall not be exclusive and shall not interfere with the Licensor's use of or access to the Property.

Licensee shall not carry on, upon the Property, or any part thereof, or permit to be carried on, any trade, business or use of an unsafe or unhealthful nature, or which shall constitute a nuisance. Licensee shall not use, or permit to be used, said Property, or any part thereof, for any illegal, immoral, or adult business (as defined in the Municipal Code of the City of Elmhurst) or purpose whatsoever. Licensee and Users shall comply with the requirements of the City of Elmhurst Police and Fire Departments in producing the Event and shall confer with said departments to ensure safety and compliance with all City Ordinances.

(4) CONDITION; MAINTENANCE; REPAIR. Licensee accepts the Property in its current condition and Licensor makes no representations concerning the condition of the Property. Licensor has no duty or obligation to maintain or repair the Property during the License Term. Any maintenance or repairs made to the Property by the Licensee shall be made at the sole expense of the Licensee and the Licensee shall have no right to recover any amounts for said maintenance or repairs from the Licensor. Further, Licensor shall not be liable to Licensee or Users for any damage or injury to any of them or their property occasioned by the failure of the Licensor to keep the Property maintained and in repair. Except as approved by the Licensor, Licensee and Users shall not attach, affix or exhibit or permit to be attached, affixed or exhibited any articles of permanent or semi-permanent character or any

sign, attached or detached, with any writing, printing of symbols thereof, on or about the Property, or upon any appurtenances thereto.

(5) ASSUMPTION OF RISK. Licensee and Users shall use the Property at their own risk and Licensor shall not be liable for any damage to person or property resulting, directly or indirectly, from Licensee's and Users' use of the Property.

(6) INSURANCE AND INDEMNIFICATION. Licensee shall indemnify and save harmless Licensor and its officials, officers, employees, staff, contractors, agents, representatives, consultants, successors and assigns (collectively, the "Indemnitees"), from and against any and all losses, damages, claims, actions, liabilities, costs and expenses including, without limitation, attorneys' fees and expenses, that the Indemnitees may suffer, incur or sustain arising out of or relating to the activities of Licensee or the Users of the Property, or any invitees thereof, under this License, or any acts or omissions of Licensee or its contractors, agents, employees, tenants, invitees or representatives hereunder; or with respect to or arising out of any use of the Property or the rights herein granted, or the performance or non-performance of Licensee's obligations hereunder.

No later than ten (10) days prior to the Event, the Licensee shall furnish, or cause its contractors to furnish, to the Licensor, a certificate of insurance evidencing commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate limits and otherwise reasonably satisfactory to the Licensor. The insurance policy shall be expressly endorsed to include the Licensor, as additional insured. Such insurance shall be maintained during the License Term.

(7) TRAFFIC CONTROL. Licensee shall provide adequate personnel for the purpose of directing traffic to and from the Property throughout the License Term.

(8) HAZARDOUS WASTE, SUBSTANCES, MATERIALS; EXPLOSIVES. Licensee shall not store, house, possess or permit any hazardous waste, hazardous substances, hazardous materials, or explosives, upon the Property, or any part thereof.

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

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

[REST OF PAGE LEFT INTENTIONALLY BLANK]

LICENSOR

City of Elmhurst, an Illinois municipal corporation

By: _____
Peter P. DiCianni, Mayor

Attest: _____
Patty Spencer, City Clerk

LICENSEE

Immaculate Conception Parish

By: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Before me, the undersigned, a Notary Public in and for said county and state, on this ____ day of August ___, 2008, personally appeared Peter P. DiCianni and Patty Spencer, to me known to be the President and Clerk, respectively, of the City of Elmhurst, an Illinois municipal corporation, who executed the foregoing License Agreement and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act of the City of Elmhurst, for the uses and purposes therein set forth.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

On this ____ day of August, 2009, before me, a Notary Public in and for said State, personally appeared, _____, to me personally known, who being by me duly sworn did say that the executed the said instrument as his voluntary act and deed for the purposes set forth herein.

Notary Public

My Commission Expires: _____

Catholic Mutual. . ."CARES"

CATHOLIC MUTUAL MEMBER ADDENDUM TO CONTRACT

CATHOLIC MUTUAL MEMBER: _____
(Includes Arch/Diocese and location)

CONTRACT PARTNER: _____

TERM OF CONTRACT: _____

CONTRACT (Description of Contract): _____

CATHOLIC MUTUAL MEMBER agrees to defend, protect, indemnify and hold harmless the above named CONTRACT PARTNER against and from all claims arising from the negligence or fault of CATHOLIC MUTUAL MEMBER or any of its agents, officers, employees or volunteers for claims arising from the above identified CONTRACT and arising from CATHOLIC MUTUAL MEMBER negligence.

CATHOLIC MUTUAL MEMBER agrees to provide a certificate of coverage to CONTRACT PARTNER which provides evidence of general liability coverage of not less than \$1,000,000 per occurrence. CATHOLIC MUTUAL MEMBER agrees to name CONTRACT PARTNER as an additional protected person on its general liability coverage for the dates of the TERM OF CONTRACT. Additional protected person status will provide coverage for CONTRACT PARTNER for claims arising from CATHOLIC MUTUAL MEMBER's negligent acts associated with the CONTRACT.

CATHOLIC MUTUAL MEMBER and CONTRACT PARTNER agree that this ADDENDUM TO CONTRACT overrides any insurance or indemnification language in conflict with this agreement when this ADDENDUM is attached to an existing CONTRACT whether or not the existing CONTRACT has been previously signed or will be signed in the future.

SIGNED BY: _____
(CATHOLIC MUTUAL MEMBER)

SIGNED BY: _____
(CONTRACT PARTNER)

NAME (Please Print): _____

NAME (Please Print): _____

DATE: _____
(01/09)

DATE: _____

Erin

MCO-18 - 2009

AN ORDINANCE PROHIBITING VIDEO GAMING WITHIN THE CITY OF ELMHURST

WHEREAS, the Video Gaming Act (230 ILCS 40/1 *et seq.*) (the "Act") authorizes video gaming and the operation of video gaming terminals at certain types of establishments within the State of Illinois; and

WHEREAS, Section 27 of the Act provides that a municipality may pass an ordinance prohibiting video gaming within the corporate limits of the municipality; and

WHEREAS, the City of Elmhurst (the "City") is a home rule unit of local government under the provisions of Article 7, Section 6 of the Illinois Constitution; and

WHEREAS, except as limited by Article 7, Section 6, the City of Elmhurst, as a home rule unit of local government, has the authority to exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to regulate for the protection of the public health, safety and welfare; and

WHEREAS, the corporate authorities of the City of Elmhurst find and determine that the use of video gaming terminals in establishments within the City would be detrimental to the public health and safety of the City and its residents; and

WHEREAS, the City has determined that any public benefit derived from the use of video gaming terminals in establishments within the City is outweighed by a variety of adverse impacts on residents of the City, including, but not limited to, the potential for corruption, the impact on the cost of law enforcement, regulatory difficulties, and high social costs; and

WHEREAS, the legalization of video gaming within the City is not consistent with the City's desire to maintain a family-friendly environment for residents and their children; and

WHEREAS, the corporate authorities find that it is in the best interests of the City and its residents for the City to prohibit video gaming; and

WHEREAS, this ordinance is being enacted pursuant to both the statutory authority provided by Section 27 of the Act and also pursuant to the powers which the City has under the Illinois Constitution as a home rule unit of local government; and

WHEREAS, it is the intent of the corporate authorities of the City in enacting this ordinance to prohibit video gaming and the operation of video gaming terminals within the corporate limits of the City as would otherwise be allowed under the Act.

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

**Copies To All
Elected Officials**

09-03-09

SECTION 1. The recitals to this ordinance as set forth above are incorporated into and made a part of this ordinance.

SECTION 2. That Section 31.40 entitled, "Automatic amusement devices," of Article III entitled, "Amusements," of Chapter 31 entitled, "Business Licensing, Regulation and Registration," of the Elmhurst Municipal Code is amended to read as follows:

"31.40 Automatic amusement devices.

A license shall be required for each coin-in slot, mechanical and/or electronic amusement device, including jukeboxes. An electronic amusement device does not include a video gaming terminal as defined in the Video Gaming Act (230 ILCS 40/5)."

SECTION 3. That Section 51.41 entitled, "Gambling," of Chapter 51 entitled, "Offenses Against Public Peace, Safety and Morals," of the Elmhurst Municipal Code is amended as follows:

By amending Section 51.41 as follows:

By amending subparagraph (b) as follows:

By adding subparagraph (b) (10) to read as follows:

"10. Possession, use or operation of video gaming terminal as authorized by the Video Gaming Act (230 ILCS 40/1 *et seq.*)"

SECTION 4. That Section 51.41.1 entitled, "Video gaming prohibited," of Chapter 51 entitled, "Offenses Against Public Peace, Safety and Morals," of the Elmhurst Municipal Code is added to read as follows:

"51.41.1 Video gaming prohibited.

(a) Video gaming as authorized by the Video Gaming Act (230 ILCS 40/1 *et seq.*) is prohibited within the corporate limits of the City of Elmhurst. For the purposes of this section, video gaming means the possession, use or operation of any electronic video game machine that, upon insertion of cash, is available to play or simulate the play of a video game, including, but not limited to, video poker, line up, and blackjack, utilizing a video display and microprocessors in which the player may receive free games or credits that can be redeemed for cash."

SECTION 5. That Section 51.42 entitled, "Gambling devices," of Chapter 51 entitled, "Offenses Against Public Peace, Safety and Morals," of the Elmhurst Municipal Code is amended as follows:

By amending Section 51.42 as follows:

By amending subparagraph (a) as follows:

By adding subparagraph (a) (2) to read as follows:

“2. Any electronic video game machine that, upon insertion of cash, is available to play or simulate the play of a video game, including, but not limited to, video poker, line up, and blackjack, utilizing a video display and microprocessors in which the player may receive free games or credits that can be redeemed for cash.”

SECTION 6. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 7. 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

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance Prohibiting Video Gaming Within the City of Elmhurst

ORIGINATOR: Public Affairs and Safety Committee

DESCRIPTION OF SUBJECT MATTER:

The State of Illinois passed the Video Gaming Act (230 ILCS 40/1 et seq.) (the "Act") which will allow video gambling terminals to be operated at certain types of establishments (mainly holders of liquor licenses for consumption on the premises). Section 27 of the Act allows the City to pass an ordinance prohibiting video gaming within its corporate limits. This ordinance amends certain sections of the Elmhurst Municipal Code to prohibit video gaming.

Edin

ZO-07-2009

**AN ORDINANCE AMENDING ORDINANCE NUMBER
ZO-01-2009 TO AUTHORIZE AN EXTENSION OF TIME FOR THE
CONDITIONAL USE FOR THE PROPERTY LOCATED AT
188 WEST BUTTERFIELD ROAD, ELMHURST, ILLINOIS**

WHEREAS, the City of Elmhurst (hereinafter the "City") granted approval for a conditional use to permit certain building additions to and improvements for the Timothy Christian School (hereinafter the "Owner"), on the property located at 188 West Butterfield Road (hereinafter the "Property"), by Ordinance No. ZO-01-2009, dated March 2, 2009; and

WHEREAS, the Owner of the Property has been unable to finalize its economic requirements to accomplish the proposed improvements; and

WHEREAS, as a result, the Owner of the Property was unable to establish (substantially under way) implementing construction of the approved improvements within the six (6) months required by the City Code, Section 3.11.13, and pursuant to Ordinance No. ZO-01-2009; and

WHEREAS, on July 20, 2009, the Owner of the Property requested a six (6) month extension of the conditional use approval time limit requirement; and

WHEREAS, the Development, Planning and Zoning Committee met on July 27, 2009, reviewed the Owner's request and recommended approval that an extension of time be granted to the Owner for Ordinance No. ZO-01-2009, up to and including March 2, 2010.

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

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

Section 2. Conditional Use be Amended by Extending Time. Ordinance Number ZO-01-2009 is hereby amended to authorize an extension of the six (6) month time limit, for an additional six (6) months, up to and including March 2, 2010, for the Property, in which to establish (substantially under way) implementing construction of the approved improvements with all other requirements of Ordinance No. ZO-01-2009 and the Zoning Code of the City of Elmhurst remaining in full force and effect.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 4. Effective Date. This Ordinance shall be in full force and affect from and after its passage, approval and publication according to law.

Approved this _____ day of _____, 2009.

Peter P. DiCianni III, Mayor

Passed this _____ day of _____, 2009.

Ayes: _____ Nays: _____

Patty Spencer, City Clerk

COUNCIL ACTION SUMMARY

SUBJECT: Ordinance – Amending Ordinance No. ZO-01-2009 – to authorize extension of time for conditional use re: 188 West Butterfield Road

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendations of the Development, Planning and Zoning Committee, an ordinance extending for six (6) months the approval time for the conditional use approved on March 2, 2009, for the Timothy Christian School, located at 188 West Butterfield Road.

V.D.W

R - 29 - 2009

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF ELMHURST, ILLINOIS, AND TOTAL PARKING SOLUTIONS, INC., FOR THE INSTALLATION AND MAINTENANCE OF A PAY-BY-SPACE AUTOMATED PARKING PAYMENT SYSTEM

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 install a pay-by-space automated parking payment system to service approximately six hundred seven (607) existing parking spaces throughout the City; and

WHEREAS, the City has solicited proposals and has received a satisfactory proposal for an agreement for the installation and maintenance of a pay-by-space automated parking payment system with Total Parking Solutions, Inc., (the "Contractor"); 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 an agreement with the Contractor for the installation and maintenance of a pay-by-space automated parking payment system.

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 the Agreement with the Contractor, which Agreement is attached hereto marked as Exhibit "A", for the installation and maintenance of a pay-by-space automated parking payment system.

Section 3: The corporate authorities of the City hereby approve the Agreement 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 Agreement by and between the City and the Contractor 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 Agreement.

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

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

APPROVED this _____ day of September, 2009, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me the _____ day of September , 2009.

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

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

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

Exhibit A

**AGREEMENT BETWEEN THE CITY OF ELMHURST, ILLINOIS, AND
TOTAL PARKING SOLUTIONS, INC., FOR THE INSTALLATION AND
MAINTENANCE OF A PAY-BY-SPACE AUTOMATED PARKING PAYMENT
SYSTEM**

AGREEMENT
between
THE CITY OF ELMHURST
and
TOTAL PARKING SOLUTIONS, INC.
for the installation and maintenance of a
PAY-BY-SPACE AUTOMATED PARKING PAYMENT SYSTEM

THIS AGREEMENT, made and entered into by and between THE CITY OF ELMHURST, ILLINOIS, hereinafter referred to as the "CITY," and TOTAL PARKING SOLUTIONS, INC., hereinafter referred to as the "CONTRACTOR," has been prepared and executed to provide the development, design, installation, implementation, training, warranty coverage, ongoing maintenance and servicing regarding an automated pay-by-space parking payment system which will service approximately six hundred seven (607) existing parking spaces throughout the CITY, hereinafter referred to as the "PROJECT." This agreement is hereinafter referred to as the "AGREEMENT."

1. Work. The CONTRACTOR shall provide all labor, equipment, and supervision, necessary to complete the PROJECT. The CONTRACTOR shall install seven (7) Cale Compact XL Pay by Space Terminals, hereinafter referred to as the "TERMINALS", with the following specifications:

Nine gauge stainless steel cabinet construction; black; AC-powered with battery backup; coin acceptor; credit /debit card reader; Cash Code bill acceptor; 400 watt a/c heater; 16 M memory card; GSM/GPRS cellular modem and antenna; keypad for multi-space with communication board; one spare note and coin canister; custom software and programming; custom instruction graphics; and one roll receipt paper.

The CONTRACTOR shall provide all parts necessary for a turnkey operation, including all training for CITY personnel. The TERMINALS will be shipped F.O.B. to the required locations. The TERMINALS will be installed at the following locations:

- a. Two (2) on the south platform on the south side of the railroad tracks located west of York Street in the CITY, approximately fifteen feet (15') west of the entrance to the stairway underpass;
- b. Two (2) on the north platform entrance area on the north side of the railroad tracks located west of York Street in the CITY, beneath the roof which is adjacent to the stairway underpass to the north;
- c. One (1) on the north platform entrance area on the north side of the railroad tracks located east of York Street in the CITY, on the north platform entrance area beneath the existing ornamental warming shelter;

- d. One (1) in the southwest lobby (top level) of the parking garage located in the CITY; and
- e. One (1) in the current location of the honor box at the Adelaide Street Garage.

The CONTRACTOR shall provide software and communications services via the Cale WebOffice Central Management System. The Cale WebOffice Central Management System provides for:

- a. Online real time credit card payment;
- b. Web-based remote access to maintenance, statistical and financial reporting;
- c. Alarms sent via SMS text messaging and e-mail to the CITY; and
- d. Real-time remote enforcement.

The CITY shall provide 110-volt power at the positions where the TERMINALS will be installed.

2. Payment. The CITY shall pay the CONTRACTOR, as full payment for completing all work required of the CONTRACTOR under this AGREEMENT, the following:

- a. Ninety-Two Thousand Six Hundred Eighty Dollars (\$92,680.00) for the programming, installation and set-up of seven (7) TERMINALS;
- b. Four Thousand Two Hundred Seventy Dollars (\$4,270.00) for annual service maintenance; and
- c. Five Thousand Four Hundred Sixty Dollars (\$5,460.00) for annual software and communications services.

3. Payment Time. The CITY, for and in consideration of the completion of the PROJECT enumerated herein, shall pay to the CONTRACTOR for completion of the PROJECT the fee hereinbefore established in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

4. Agreement Time. The PROJECT will be completed by _____, 2009.

5. Agreement Term. The term of this AGREEMENT shall be for one (1) year beginning on the date this AGREEMENT is executed. This AGREEMENT may be renewed by the CITY for two additional one (1) year periods provided that, at least sixty (60) days prior to the expiration of the term of this AGREEMENT, the CITY shall notify the CONTRACTOR in

writing of its intent to renew this AGREEMENT. If this AGREEMENT is renewed for either of the two additional one (1) year periods, the following costs will apply:

- a. Eight Thousand Nine Hundred Sixty Dollars (\$8,960.00) for annual service maintenance; and
- b. Five Thousand Four Hundred Sixty Dollars (\$5,460.00) for annual software and communications services.

6. **Agreement Termination.** The CITY shall have the right to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONTRACTOR. If the CITY terminates this AGREEMENT, all finished or unfinished work prepared by the CONTRACTOR under this AGREEMENT, shall become the CITY'S property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work.

7. **Minimum System Requirements.** The TERMINALS must possess the following features or capabilities:

- a. A customer-friendly, ADA-compliant, easy-to-use interface with the ability to use coins, bills and Debit/Smart Cards;
- b. Ability to function as a single terminal or operate in a networked environment of up to five-ten terminals on a network.
- c. Daily fee parking Debit/Smart Card acceptance including the ability to recharge the Debit/Smart Card on site to a predetermined programmable maximum amount (the Debit/Smart Card should be chip based technology);
- d. Ability to accept credit cards;
- e. American currency acceptance in one, five, ten and twenty dollar (\$1.00, \$5.00, \$10.00 and \$20.00) denominations, as well as coin acceptance;
- f. A mechanically secured, water and jam resistant coin changer with a minimum capacity of 350 coins;
- g. Complete audit, revenue and transaction tracking and reporting;
- h. Local and remote alarm capability;
- i. Telemetry monitoring equipment in the office and in the field, including modems;
- j. Lockable, removable coin hoppers or bags and metal bill vaults;

- k. Bill vaults capable of accepting up to one thousand (1,000) individual bills;
- l. Modular internal electronic components that can be easily replaced with simple tools;
- m. Adjustable thermostatically controlled cabinet heat for cold weather operation as well as warm weather ventilation;
- n. Remote access via ethernet network or wireless encrypted network (WiFi or 1XEVDO Cellular Network);
- o. High security locks and cabinet with separate keys for bill and coin vaults or hoppers.

8. Installation of Equipment. All equipment provided and installed, including all shelters, must be new. No used, relocated or refurbished components shall be installed by the CONTRACTOR. The CONTRACTOR will be responsible for all project management during the installation of any and all equipment. If any concrete work is necessary for the installation of any equipment by the CONTRACTOR, the CONTRACTOR will notify the CITY, in writing, of the need for such work and the cost of such work. The CONTRACTOR will not commence any concrete work until such work is authorized by the CITY in writing. The CONTRACTOR will also install and implement the TERMINALS in a manner that is acceptable to the CITY and minimizes the disruption to commuters. As a result, installation of the equipment may be required by the CITY on a weekend or alternative schedule.

9. Provision of Debit/Smart Cards. If requested by the CITY, the CONTRACTOR shall provide 1,000 sequentially numbered Debit/Smart Cards to the CITY. These cards should be computer chip-based Debit/Smart Cards with the City of Elmhurst logo and information imprinted on the card. The CONTRACTOR must submit a "proof sample" of the card design to the City for evaluation and final selection. If the CITY decides to issue Debit/Smart Cards in the future, the CONTRACTOR shall assist the CITY in transitioning to the use of Debit/Smart Cards. The CONTRACTOR shall work with and provide instruction to CITY staff, as required, for a period necessary to successfully implement and distribute the new Debit/Smart Cards.

10. System Transition and Training. The CONTRACTOR shall provide eight (8) hours of agreed upon on-site training for CITY personnel, at times and locations specified by the CITY. The provision of initial as well as on-going training shall be provided by the CONTRACTOR to CITY staff for routine and other minor maintenance, and copies of all service manuals shall be provided. The CONTRACTOR shall also provide ongoing/as-needed software support to the CITY. Any and all software upgrades shall be provided, as required, at no additional charge.

11. Professional Standards. The CONTRACTOR will perform the work under this AGREEMENT in accordance with generally accepted and currently recognized practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the Chicagoland area. The CONTRACTOR will be responsible for any damage arising out of the negligent or willful and wanton performance of this work by the CONTRACTOR, its officials, employees and volunteers.

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

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001, with the CITY named as additional insured, on a form at least as broad as ISO Additional Insured Endorsement CG 2010 Pre-2004 version, CG 2026 Pre-2004 version;
- (2) Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto"; and
- (3) Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

b. Minimum Limits of Insurance

The CONTRACTOR shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$100,000 per accident.

c. Deductibles and Self-Insured Retentions

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

d. Other Insurance Provisions

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

(1) General Liability and Automobile Liability Coverages

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

(2) All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written

notice by certified mail, return receipt requested, has been given to the CITY.

e. Acceptability of Insurers

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

f. Verification of Coverage

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

13. Warranty. All equipment and installation is covered by a one (1)-year, one hundred percent (100%) parts and labor warranty. If this AGREEMENT is renewed by the CITY as provided in Paragraph 5 of this AGREEMENT, an additional one (1)-year, one hundred percent (100%) parts and labor warranty shall apply for each renewal period.

14. Maintenance. The CONTRACTOR shall provide daily monitoring of the TERMINALS via the Cale WebOffice Central Management System. The CONTRACTOR shall also provide preventative and routine maintenance for the TERMINALS every three (3) months. The procedures to be performed at each preventative and routine maintenance inspection are described in the "Preventative Maintenance Inspection Detail" attached hereto marked as Exhibit B and made a part hereof. After the TERMINALS are installed, for the first two mornings thereafter, the CONTRACTOR shall provide staff at the sites of the TERMINALS from 5:30 a.m. to 8:30 a.m. in order to assist commuters.

The CONTRACTOR has provided a list of recommended spare parts which may be maintained by the CITY; however, the CITY is in no way obligated to or liable for failure to maintain or provide the spare parts recommended by the CONTRACTOR.

In the event of a malfunction of one of the TERMINALS, the CONTRACTOR shall serve as the local service provider. All calls for service shall be responded to within one (1) business day. Service shall be provided between the hours of 7:30 a.m. and 5:00 p.m., Monday through Friday; however, service required outside of these days and/or hours shall be provided at a rate of One Hundred Sixty-Five Dollars (\$165.00) per hour.

15. Indemnification. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the CITY, its officials, employees and volunteers against all

injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the CITY, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful and wanton performance of work by the CONTRACTOR, its employees, or subcontractors, or which may in any way result therefor, except that arising out of the negligence or willful and wanton act of the CITY, its officials, employees and volunteers. The CONTRACTOR shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefor or incurred in conjunction therewith, and, if any judgment shall be rendered against the CITY, its officials, agents, employees and volunteers, in any such action, the CONTRACTOR shall, at its own expense, satisfy and discharge the same.

16. Insurance Not Limitation. Any insurance policies required by this AGREEMENT, or otherwise provided by the CONTRACTOR, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY, its officials, agents, employees and volunteers as herein provided.

17. Compliance With Laws. The CONTRACTOR will comply with all applicable federal and Illinois statutes, and local ordinances of the CITY and shall operate within and uphold the ordinances, rules and regulations of the CITY while engaged in all work required under this AGREEMENT.

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

19. Exclusivity. This AGREEMENT shall be deemed to be exclusive between the CITY and the CONTRACTOR. This AGREEMENT shall not be assigned by the CONTRACTOR without first obtaining written permission from the CITY.

20. Independent Contractor. The CONTRACTOR is an independent contractor in the performance of this AGREEMENT, and it is understood that the parties have not entered into any joint venture or partnership with the other. The CONTRACTOR shall not be considered to be the agent of the CITY.

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

a. If to the CITY:

CITY OF ELMHURST
209 N. York Street
Elmhurst, Illinois 60126
Attn: Director of Finance and Administration

b. If to the CONTRACTOR:

TOTAL PARKING SOLUTIONS, INC.
2721 Curtiss Street
Downers Grove, Illinois 60515
Attn: President of Operations

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

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

23. **Successors and Assigns.** The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.

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

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

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

27. **Certification.** The Certification Form attached hereto as Exhibit A shall be executed by the CONTRACTOR and it is agreed among the parties that the assurances contained in Exhibit A are each a material representation of fact upon which reliance is placed by the CITY in entering into this AGREEMENT with the CONTRACTOR.

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

Executed by the CITY, this ____ day of _____, 2009.

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

ATTEST:

By _____
Peter DiCianni, Mayor

By _____
Patty Spencer, City Clerk

Executed by the CONTRACTOR, this ____ day of _____, 2009.

TOTAL PARKING SOLUTIONS, INC.
2721 Curtiss Street
Downers Grove, Illinois 60515

ATTEST:

By _____
Joseph T. Smith, President of Operations

By _____

Exhibit A

CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor are each a material representation of fact upon which reliance is placed by the City of Elmhurst in entering into the contract with the Contractor. The City of Elmhurst may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance.

I, _____, hereby certify that I am the _____,
(Name of Person Certifying) (Office of Person Certifying)
of _____, and as such hereby represent and warrant to the City of Elmhurst, a
(Name of Contractor)
municipal corporation, that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

- (A) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (B) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- (C) not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;

In addition, the Contractor hereby represents and warrants to the City of Elmhurst, that:

- (A) the Contractor has and will comply with all laws relating to the payment of general prevailing wages in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*);
- (B) the Contractor has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
- (C) the Contractor has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 *et seq.*);
- (D) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), will provide a drug-free workplace by:

- (1) Publishing a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
 - b. Specifying the actions that will be taken against employees for violations of such prohibition;
 - c. Notifying the employee that, as a condition of employment on such Contract, the employee will;
 - i. Abide by the terms of the statement;
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (2) Establishing a drug-free awareness program to inform employees about:
- a. the dangers of drug abuse in the workplace;
 - b. the Contractor's policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance program; and
 - d. the penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement to give a copy of the statement required by Subsection (D)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
- (4) Notifying the Village within ten (10) days after receiving notice under paragraph(D)(1)e from an employee or otherwise receiving actual notice of such conviction;
- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;

- (E) the Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;
- (F) the Contractor, at the time the Contractor submitted a bid on this contract, had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210;
- (G) no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the City in writing the name(s) of the holder of such interest.
- (H) no officer or employee of the City has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code; and
- (I) the Contractor has not given to any officer or employee of the City any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code.
- (J) in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

Exhibit B

PREVENTATIVE MAINTENANCE INSPECTION DETAIL

Total Parking Solutions will perform the following procedures during all preventive service and maintenance visits:

- Clean and inspect tension and connectivity of all cable connections;
- Remove and clean coin validator;
- Remove and clean bill acceptor and inspect belts and rollers for wear;
- Remove and clean printer moving parts and thermal printing head;
- Inspect and clean card reader read heads with alcohol impregnated pads;
- Inspect receipt paper sensor and armature, adjust if necessary;
- Electronic systems diagnostics check;
- Conduct sensitivity check of the coin inlet sensor, adjust if necessary;
- Check soundness of door gaskets/Check for any evidence of moisture entering the machine;
- Conduct a general housekeeping interior housing of machine;
- Clean exterior of cabinet and remove any unauthorized stickers or graffiti;
- Inspect battery and check connections;
- Test the charging voltage being received at the battery;
- Test operations of coin, bill acceptor, and card reader;
- Verify accuracy of time and message on display; and
- Inform customer of parts in need of replacement.

Erin

R - 30 - 2009

**A RESOLUTION AUTHORIZING THE EXECUTION
OF AGREEMENTS BETWEEN THE CITY OF ELMHURST, ILLINOIS,
AND AT&T CORPORATION FOR THE PROVISION OF
CENTREX TELECOMMUNICATIONS SERVICE**

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 AT&T Corporation for the provision of Centrex telecommunications service at various locations in the City; 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 agreements with AT&T Corporation for the provision of Centrex telecommunications service at various locations in the City.

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 the Agreements with AT&T Corporation, which Agreements are attached hereto marked as Exhibit "A", for the provision of Centrex telecommunications service at various locations in the City.

Section 3: The corporate authorities of the City hereby approve the Agreements 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

Agreements by and between the City and AT&T Corporation 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 Agreements.

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

APPROVED this _____ day of September, 2009, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me the _____ day of September, 2009.

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

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

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

Exhibit A

**AGREEMENTS BETWEEN THE CITY OF ELMHURST, ILLINOIS,
AND AT&T CORPORATION FOR THE PROVISION OF
CENTREX TELECOMMUNICATIONS SERVICE**



MASTER AGREEMENT

Customer City of Elmhurst Street Address: 209 N. York City: Elmhurst State/Province: Illinois Zip Code: 60126 Country: USA	AT&T AT&T Corp.
Customer Contact (for notices) Name: Thomas P. Borchert Title: City Manager Street Address: 209 N. York Street City: Elmhurst State/Province: IL Zip Code: 60126 Country: USA Telephone: 630-530-3010 Fax: Email:	AT&T Contact (for notices) Name: Jennifer Kuceba Title: Account Manager Street Address: 2000 W. AT&T Center Drive City: Hoffman Estates State/Province: Illinois Zip Code: 60192 Country: USA With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T, and continues in effect as long as Services are provided under this Master Agreement.

This Master Agreement will apply to all services and equipment Customer buys from AT&T, now and in the future, that are provided under the Pricing Schedules attached hereto and incorporated by reference into this Master Agreement ("Services"). Other Services may be provided by signing additional Pricing Schedules at any time. Any additional Pricing Schedules pursuant to which other Services are provided must be executed by each party to this Agreement, and this Master Agreement will not apply to the other Services provided by such additional Pricing Schedules until such additional Pricing Schedules are executed by each party to this Agreement. AT&T standard service offerings are described in Tariffs, Guidebooks, Service Guides and other documents identified in this Master Agreement.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:

Date:	Date:
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1. INTRODUCTION

1.1 **Overview of Documents.** The terms and conditions governing the Services that AT&T provides to Customer are set forth in this Master Agreement, the following additional documents, and any other documents executed by both parties to this Agreement (which documents together with this Master Agreement are called "this Agreement"):

(a) **Pricing Schedules.** A Pricing Schedule (including related attachments) identifies the Services AT&T may provide to Customer, the price (including discounts, if applicable) for each Service, and the term during which such prices are in effect ("Pricing Schedule Term").

(b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that AT&T files with regulatory commissions. "Guidebooks" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that were, but no longer are, filed with regulatory commissions. Tariffs and Guidebooks may be found at att.com/servicepublications or other locations AT&T may designate.

(c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to Services provided over or accessing the Internet. The AUP may be found at att.com/aup, or other locations AT&T may designate.

(d) **Service Guides.** The description, pricing, and other terms and conditions for the Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which may be found at att.com/servicepublications or other locations AT&T may designate.

1.2 **Priority of Documents.** The order of priority of the documents that form this Agreement is: Pricing Schedules; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; *provided that*, Tariffs will be first in priority in any jurisdiction where existing law or regulation does not permit contract terms to take precedence over inconsistent tariff terms.

1.3 **Revisions to Documents.** Subject to Section 8.2(c) (Materially Adverse Change), AT&T may revise Tariffs, Guidebooks, Service Guides or the AUP (collectively "Service Publications") at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule referencing this Agreement in its own name and such Affiliate contract will be a separate, but associated, contract incorporating the terms of this Master Agreement with respect to that Pricing Schedule. Customer and AT&T will arrange to have their respective Affiliates comply with this Agreement, regardless of whether an Affiliate has signed a Pricing Schedule.

1.5 **Capitalized Terms.** Capitalized terms not otherwise defined in this Agreement are defined in Section 11 (Definitions).

2. AT&T DELIVERABLES

2.1 **Services.** AT&T agrees to either provide or arrange to have an AT&T Affiliate provide Services to Customer in accordance with this Agreement, subject to availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider.

2.2 **AT&T Equipment.** Services may include use of certain equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to AT&T Equipment (other than ordinary wear and tear) except to the extent caused by AT&T or its agents.

2.3 **Software.** Any software used with the Services will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such terms and conditions and they take precedence over this Agreement as to such software.

3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T to access property and equipment that Customer controls as reasonably required to provide the Services, and Customer will obtain, at Customer's expense, timely access for AT&T to property that Customer does not control (other than public property) as reasonably required to provide the Services. Access rights include the right to construct, install, repair, maintain, replace and remove access lines and network facilities, as well as to use ancillary equipment space within a building, as necessary for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires to provide the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items reasonably required to perform installation of the Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

3.2 Safe Working Environment. Customer will ensure that the location at which AT&T installs, maintains or provides Services is a suitable and safe working environment, free of Hazardous Materials. "Hazardous Materials" means any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. AT&T does not handle, remove or dispose of Hazardous Materials, and AT&T has no obligation to perform work at a location that is not a suitable and safe working environment. AT&T will not be liable for any Hazardous Materials.

3.3 Users. "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement, and Customer agrees that Customer is responsible for Users' use of any Services, unless expressly provided to the contrary in applicable Service Publications.

3.4 Internet Services. If a Service is provided over or accesses the Internet, Customer, Customer's Affiliates, and Users must comply with the AUP.

3.5 Resale of Services. Customer may not resell the Services to third parties without AT&T's written consent. Where permitted under applicable law, Customer may resell the Services to Customer's Affiliates without AT&T's consent.

4. PRICING AND BILLING

4.1 Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term. Unless a Pricing Schedule states otherwise, the prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term. No promotion, credit or waiver set forth in a Service Publication will apply unless the Pricing Schedule states otherwise. At the end of a Pricing Schedule Term, Customer will have the option to either: (a) cease using the Service (which will require Customer to take all steps required by AT&T to terminate the Service); or (b) continue using the Service under a month-to-month service arrangement. Unless a Pricing Schedule states otherwise, during any month-to-month service arrangement, the prices, terms and conditions in effect on the last day of the Pricing Schedule Term will continue until changed by AT&T on 30 days' prior notice to Customer.

4.2 Additional Charges and Taxes. Prices set forth in a Pricing Schedule are exclusive of, and Customer will pay, all current and future taxes (excluding those on AT&T's net income), surcharges, recovery fees, custom clearances, duties, levies, shipping charges, and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides satisfactory proof of a valid tax exemption prior to the delivery of Services. To the extent Customer is required by law to withhold or deduct any applicable taxes from payments due to AT&T, Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty, and Customer will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

4.3 Billing. Unless a Pricing Schedule specifies otherwise, Customer's obligation to pay for all Services will begin upon installation and availability of the Services to Customer. AT&T will invoice Customer for the Services on a monthly basis, or otherwise as specified in the Pricing Schedule. Customer will pay AT&T without deduction (except for withholding taxes as provided in Section 4.2 – Additional Charges and Taxes), setoff (except as provided in Section 4.5 – Delayed Billing; Disputed Charges), or delay for any reason. At Customer's request, but subject to AT&T's consent (which may be withheld if there will be operational impediments or tax consequences), Customer's Affiliates may be invoiced separately and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. While AT&T will not require a deposit at the time of execution of this Agreement, AT&T reserves the right to request a deposit at a later time if in AT&T's reasonable judgment, Customer's creditworthiness changes. If a deposit is required, AT&T shall determine the amount of any deposit in its reasonable judgment. In the case of Services billed on a monthly basis, the amount of the deposit shall not exceed the greater of: (a) three months of Customer's MARC calculated on a prorated basis, or (b) three times the amount of the highest actual billing in the previous three months.

4.4 Payments. Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer shall approve payment of, and pay to AT&T, any and all fees, charges, and amounts due to AT&T for the Services consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*).

4.5 Delayed Billing; Disputed Charges. Customer will not be required to pay charges for Services invoiced more than 6 months after close of the billing month in which the charges were incurred, except for automated or live operator assisted calls of any type. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charges and the reason it is disputed within 6 months after the date of the affected invoice or Customer waives the right to dispute the charge (except to the extent applicable law or regulation otherwise requires). Disputed charges may be withheld, but if not paid when due, Customer will incur late payment fees in accordance with Section 4.4 (Payments); however, to the extent AT&T determines the charges Customer disputed and withheld were invoiced in error, late payment fees for such charges will be reversed.

4.6 **MARC.** Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment of MARC-Eligible Charges set forth in a Pricing Schedule that Customer agrees to satisfy during each 12 consecutive month period of the Pricing Schedule Term. At the end of each such 12 month period, if Customer has failed to satisfy the MARC for the preceding 12 month period, Customer will be invoiced a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during the 12 month period, and payment will be due in accordance with Section 4.4 (Payments).

4.7 Adjustments to MARC.

(a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or reduction of AT&T's prices, or force majeure events, any of which significantly impairs Customer's ability to meet Customer's MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices or discount available at the reduced MARC level). If the parties reach mutual agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.7 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T written notice and evidence of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges Customer incurs prior to amendment of the affected Pricing Schedule.

(b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may mutually agree to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts, and Customer's attainment thereof.

5. CONFIDENTIAL INFORMATION

5.1 **Confidential Information.** Confidential Information means: (a) information the parties share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement, but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement and any pricing or other proposals.

5.2 **Obligations.** Each party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, which is indefinite): (a) be held in confidence; (b) be used and transmitted between countries only for purposes of using the Services or performing this Agreement (including in the case of AT&T, the ability to utilize Customer's Confidential Information in order to detect fraud, check quality, and to operate, maintain and repair the Services); and (c) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5), or to the extent required to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so required and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process). AT&T understands that Customer, at all times relevant to this Agreement, is subject to the provisions of the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, and information will be disclosed by Customer as required by such Act, except that AT&T does not waive any rights it may have with respect to the disclosure of its information pursuant to such Act.

5.3 **Exceptions.** The restrictions in this Section will not apply to any information that: (a) is independently developed by the receiving party; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 **Privacy Laws.** Each party is responsible for complying with the privacy laws applicable to its business. If Customer does not want AT&T personnel to comprehend Customer data to which they may have access in performing Services, Customer should encrypt such data so that it will be unintelligible. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information (CPNI) to any employee or agent of Customer without a need for further authentication or authorization.

6. DISCLAIMERS AND LIMITATIONS OF LIABILITY

6.1 **Disclaimer of Warranties.** AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER), OR GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING, OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF, OR IMPROPER ACCESS TO, CUSTOMER'S DATA AND CONFIDENTIAL INFORMATION.

6.2 Limitation of Liability.

(a) AT&T'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICES, AND NOT CAUSED BY CUSTOMER'S NEGLIGENCE, SHALL IN NO EVENT EXCEED THE APPLICABLE CREDITS SPECIFIED IN A SERVICE PUBLICATION OR PRICING SCHEDULE, OR IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUIVALENT TO THE PROPORTIONATE CHARGE TO CUSTOMER FOR THE PERIOD OF SERVICE DURING WHICH SUCH MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT IN THE SERVICES OCCURS AND CONTINUES. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO AT&T.

(b) SECTION 6.2(a) WILL NOT APPLY TO:

- (i) BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE;
- (ii) BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity), OR SECTION 10.2 (Trademarks);
- (iii) SETTLEMENT, DEFENSE OR PAYMENT OBLIGATIONS UNDER SECTION 7 (Third Party Claims); OR
- (iv) DAMAGES ARISING FROM AT&T'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(c) NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES, OR INCREASED COST OF OPERATIONS.

6.3 **Disclaimer of Liability.** AT&T WILL NOT BE LIABLE FOR ANY DAMAGES, EXCEPT TO THE EXTENT CAUSED BY AT&T'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT, OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, OR INTERRUPTIONS (EXCEPT FOR LIABILITY FOR SUCH EXPLICITLY SET FORTH IN THIS AGREEMENT); ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS OR ANY SIMILAR EMERGENCY RESPONSE NUMBER); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS, OR DESTRUCTION OF CUSTOMER'S, ITS AFFILIATE'S, USERS', OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, CONFIDENTIAL INFORMATION, NETWORK, OR SYSTEMS.

6.4 **Application and Survival.** The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise and whether damages were foreseeable, and will apply so as to limit the liability of each party and its Affiliates, and their respective employees, directors, subcontractors, and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

7. THIRD PARTY CLAIMS

7.1 **AT&T's Obligations.** AT&T agrees at its expense to defend or settle any third-party claim against Customer, its Affiliates, and its and their respective employees and directors, and to pay all compensatory Damages that a court may finally award against such parties to the extent the claim alleges that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright, or trade secret, but not in circumstances where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliates or third parties, or combinations of the Service with any services or products not provided by AT&T; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of the Service in violation of this Agreement.

7.2 **Customer's Obligations.** Customer agrees at its expense to defend or settle any third-party claim against AT&T, AT&T's Affiliates, and its and their respective employees, directors, subcontractors, and suppliers, and to pay all compensatory Damages that a court may finally award against such parties to the extent the claim: (a) arises out of Customer's, its Affiliate's, or a User's access to, or use of, the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret, and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliates, or Users of a software license agreement governing software provided in connection with the Services.

7.3 **Infringing Services.** Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the alleged infringing Service so that the Service becomes non-infringing.

7.4 **Notice and Cooperation.** The party seeking defense or settlement of a third party claim under this Section 7 will notify the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced thereby. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense; but the defending party will use counsel reasonably experienced in the subject matter at issue, and will not settle a claim without the consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required where relief on the claim is limited to monetary damages that are paid by the defending party under this Section 7.

8. SUSPENSION AND TERMINATION

8.1 **Termination of Agreement.** This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding, pursuant to section 8.6 below, fails to appropriate funds to fulfill its obligations under this Agreement, or makes an assignment for the benefit of its creditors.

8.2 **Termination or Suspension of Services.** The following additional termination provisions apply:

(a) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service, and if the activity implicates the entire Agreement, terminate the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer: (i) commits a fraud upon AT&T; (ii) utilizes the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.

(b) **Material Breach.** If either party fails to perform or observe any material term or condition of this Agreement, including non-payment of charges (subject to Section 4.5 – Delayed Billing; Disputed Charges), and such failure continues unremedied for 30 days after receipt of notice, the non-breaching party may terminate the affected Service, and if the breach implicates the entire Agreement, terminate the entire Agreement. If Customer is in breach, AT&T may elect to suspend (and later terminate) the affected Service, and if the breach implicates the entire Agreement, suspend (and later terminate) the entire Agreement.

(c) **Materially Adverse Change.** If AT&T revises a Service Publication and the revision has a materially adverse impact on Customer, and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. However, a revision to a Service Publication will not be considered materially adverse to Customer if it changes prices that are not fixed (stabilized) in a Pricing Schedule, if the price change was mandated by a governmental authority, or if the change affects a charge imposed under Section 4.2 (Additional Charges and Taxes).

(d) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the applicable portion of the Service. AT&T has the right; however, to suspend or terminate the applicable portion of the Service immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines: (a) that it may be exposed to sanctions, liability, prosecution, or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) that such violation may cause harm to or interfere with the integrity or normal operations or security of AT&T's network or networks with which AT&T is interconnected or interfere with another customer's use of AT&T Services or the Internet; or (c) that such violation otherwise presents imminent risk of harm to AT&T or AT&T's customers or their respective employees.

(e) **Infringing Services.** If neither of the options described in Section 7.3 (Infringing Services) are reasonably available, AT&T may terminate the affected Service without liability other than as stated in Section 7.1 (AT&T's Obligations).

(f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site where AT&T is to install, maintain or provide Services, AT&T may terminate the affected Service or Service Component, or suspend performance until Customer removes and remediates Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 **Withdrawal of Services.** Notwithstanding that a Pricing Schedule may commit AT&T to provide a Service to Customer for a Pricing Schedule Term, and unless applicable law or regulation mandates otherwise, AT&T may discontinue providing a Service upon 12 months' notice, or a Service Component upon 120 days' notice, but only where AT&T generally discontinues providing the Service or Service Component to similarly-situated customers.

8.4 Effect of Termination.

(a) Termination by either party of a Service does not waive any other rights or remedies a party may have under this Agreement. Termination or suspension of a Service will not affect the rights and obligations of the parties regarding any other Service.

(b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination. If Customer terminates a Service or Service Component prior to the date Customer's obligation to pay for Services begins as provided in Section 4.3 (Billing), Customer will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.

8.5 Termination Charges.

(a) If Customer terminates this Agreement or an affected Service or Service Component pursuant to Sections 8.1 (Termination of Agreement), 8.2(b) (Material Breach), or 8.2(c) (Materially Adverse Change); AT&T terminates a Service pursuant to Section 8.2(e) (Infringing Services), or AT&T withdraws a Service pursuant to Section 8.3 (Withdrawal of Services), Customer will not be liable for the termination charges set forth in Section 8.5(b).

(b) If Customer terminates a Service or Service Component other than as set forth in Section 8.5(a), or AT&T terminates an affected Service or Service Component pursuant to Sections 8.1 (Termination of Agreement), or 8.2(a) (Fraud or Abuse), 8.2(b) (Material Breach), 8.2(d) (Internet Services), or 8.2(f) (Hazardous Materials), Customer will pay applicable termination charges as follows unless otherwise identified in a Pricing Schedule: (i) if termination occurs before the end of the Minimum Payment Period, Customer will pay 50% (unless a different percentage is specified in the Pricing Schedule) of the monthly recurring charges for the terminated Service or Service Component multiplied by the months remaining in the Minimum Payment Period, plus any waived or unpaid non-recurring charges identified in the Pricing Schedule (including, but not limited to, any and all charges for failure to satisfy a Minimum Retention Period (MRP)), plus any charges incurred by AT&T from a third party (e.g., not an AT&T Affiliate) due to the termination, all of which will, if applicable, be applied to Customer's MARC-Eligible Charges; and (ii) if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC, after applying amounts received pursuant to (i), for the balance of the Pricing Schedule Term.

(c) The charges set forth in Section 8.5(b) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if (i) the Minimum Payment Period and associated charge for the replacement Service Component are equal to or greater than the Minimum Payment Period and associated charge for the terminated Service Component, and (ii) the upgrade is not restricted in the applicable Service Publication.

8.6 Appropriations; Funding. By executing a Pricing Schedule, Customer warrants that Customer has funds appropriated and available to pay all amounts due thereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Pricing Schedule Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under a Pricing Schedule, Customer may terminate the Pricing Schedule without liability for the termination charges set forth in Section 8.5(b) upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with AT&T to develop revised terms, an alternative payment schedule or a new Pricing Schedule to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate a Pricing Schedule under this Section. Termination of a Pricing Schedule for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates a Pricing Schedule under this Section, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Pricing Schedule Term.

9. IMPORT/EXPORT CONTROL

The parties acknowledge that equipment, services, software, and technical information (including technical assistance and training) provided under this Agreement may be subject to import and export laws, conventions or regulations, and any use or transfer of the equipment, products, software, and technical information must be in compliance with all such laws, conventions and regulations. The parties will not use, distribute, transfer, or transmit the equipment, services, software, or technical information (even if incorporated into other products) except in compliance with such laws, conventions and regulations. Customer, not AT&T, is responsible for complying with such laws, conventions and regulations for all information, equipment and software Customer transmits between countries using the Services.

10. MISCELLANEOUS PROVISIONS

10.1 Publicity. Neither party may issue any public statements or announcements relating to the terms of this Agreement or the provision of Services without the prior written consent of the other party.

10.2 **Trademarks.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks, or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 **Force Majeure.** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond such party's reasonable control.

10.4 **Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

10.5 **Assignment and Subcontracting.**

(a) This Agreement may not be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). Customer may, without AT&T's consent, but upon notice to AT&T, assign in whole or relevant part, its rights and obligations under this Agreement to an Affiliate, but Customer will remain financially responsible for the performance of such obligations. AT&T may, without Customer's consent, assign in whole or relevant part, its rights and obligations under this Agreement to an Affiliate, or subcontract to an Affiliate or a third party work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations.

(b) In countries where AT&T does not have an Affiliate to provide Service, AT&T may assign its rights and obligations related to a Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

(c) Any assignment other than as permitted by this Section 10.5 is void.

10.6 **Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.10 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.7 **Injunctive Relief.** Nothing in this Agreement is intended, or should be construed, to limit a party's right to seek preliminary or permanent injunctive relief from a court of competent jurisdiction for a breach of any provision of this Agreement.

10.8 **Legal Action.** Any legal action arising in connection with this Agreement must be filed within 2 years after the cause of action accrues or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

10.9 **Notices.** All notices required under this Agreement will be delivered in writing to the recipient's contact designated on the cover page of this Master Agreement, or to such other contact as designated in writing from time to time. Notices shall be by internationally recognized overnight courier, certified or registered mail, email, or facsimile and will be effective upon receipt or when delivery is refused, whichever occurs sooner.

10.10 **Governing Law.** This Agreement will be governed by the law of the State of Illinois, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

10.11 **Compliance with Laws.** Each party will comply with all applicable laws, regulations, and orders issued by courts or other governmental bodies of competent jurisdiction.

10.12 **No Third Party Beneficiaries.** This Agreement is for the benefit of Customer and AT&T, and does not provide any third party (including Users) the right to enforce or bring an action for any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

10.13 **Survival.** The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations set forth in Section 5 (Confidential Information), Section 6 (Disclaimers and Limitations of Liability), and Section 7 (Third Party Claims), will survive termination or expiration.

10.14 **Agreement Language.** The authentic language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.15 **Certification.** The Certification Form, attached hereto marked as Exhibit A, shall be executed by AT&T, and it is agreed among the parties that the assurances contained in Exhibit A are each a material representation of fact upon which reliance is placed by the Customer in entering into this Agreement with AT&T.

10.16 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the Services provided under this Agreement. Except as provided in Section 2.3 (Software), this Agreement supersedes all other agreements, proposals, representations, statements or understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

11. DEFINITIONS

The following terms have the meanings set forth below:

"Affiliate" of a party means any entity that controls, is controlled by, or is under common control with, such party.

"Damages" means collectively all injury, damage, liability, loss, penalty, interest and expense incurred.

"Effective Date" means, for any Pricing Schedule, the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

"MARC-Eligible Charges" means, unless the applicable Pricing Schedule indicates otherwise, the recurring and usage charges, after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

"Minimum Payment Period" means, in respect to any Service, the minimum period for which Customer is required to pay recurring charges for the Service, as specified in the Pricing Schedules or Service Publication for that Service.

"Minimum Retention Period" means, in respect to any Service, the period of time for which Customer is required to maintain service to avoid the payment of certain credits, waived charges, or unpaid amortized charges, all as specified in the Pricing Schedule or Service Publication for that Service.

"Service Component" means an individual component of a Service provided under this Agreement.

"Site" means Customer's physical location, including Customer's collocation space on AT&T's, its Affiliate's, or subcontractor's property, where AT&T installs or provides a Service.

EXHIBIT A

CERTIFICATION FORM

The assurances hereinafter made by AT&T are each a material representation of fact upon which reliance is placed by the City of Elmhurst in entering into the Contract with AT&T. The City of Elmhurst may terminate the Contract if it is later determined that AT&T rendered a false or erroneous assurance.

I, _____, hereby certify that I am the _____,
(Name of Person Certifying) (Office of Person Certifying)
of AT&T, and as such hereby represent and warrant to the City, that AT&T, and if it is a partnership, its general partners and if it is a corporation, its shareholders to the best of its knowledge holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

(A) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

(B) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

(C) not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;

In addition, the AT&T hereby represents and warrants to the City of Elmhurst, that:

(A) AT&T has and will comply with all laws relating to the payment of general prevailing wages in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*);

(B) AT&T, pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), will provide a drug-free workplace by:

- (1) Publishing a statement:
 - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in AT&T's workplace;
 - b. Specifying the actions that will be taken against employees for violations of such prohibition;
 - c. Notifying the employee that, as a condition of employment on such Contract, the employee will;

- i. Abide by the terms of the statement;
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (2) Establishing a drug-free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. AT&T's policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance program; and
 - d. the penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement to give a copy of the statement required by Subsection (B)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
- (4) Notifying the City within ten (10) days after receiving notice under paragraph(B)(1)c from an employee or otherwise receiving actual notice of such conviction;
- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;

(C) AT&T has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;

(D) no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a

beneficiary is a holder of any interest in AT&T; or, if AT&T's stock is traded on a nationally recognized securities market, that no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of more than one percent (1%) of AT&T, but if any City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of less than one percent (1%) of such AT&T, AT&T has disclosed to the City in writing the name(s) of the holder of such interest.

(E) to the best of its knowledge, no officer or employee of the City has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from AT&T in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code; and

(F) AT&T has not given to any officer or employee of the City any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code.

(G) in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the AT&T is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

(H) to the best of its knowledge, neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that AT&T and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by AT&T or term or condition in this contract changes, AT&T shall notify the City of Elmhurst in writing within seven (7) days.

Dated: September ____, 2009

AT&T

By: _____

Title

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____, known to me to be the _____ of AT&T, appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed.

Dated: September ____, 2009

Notary Public



**AT&T ILEC Network Services Discount Pricing Schedule ("Service")
Provided Pursuant to Custom Terms**

AT&T Agreement Reference No. [UA Only] _____

Customer ("Customer")	AT&T ("AT&T")
City of Elmhurst 209 N. York Elmhurst, Illinois 60126	For purposes of this Pricing Schedule, AT&T means the Service Provider specifically identified herein.
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input checked="" type="checkbox"/> Primary Sales Contact
Name: Thomas P. Borchert Title: City Manager Telephone: 630-530-3010 Fax: E-mail: <u>Address for notices, if different from above:</u> Street Address City State Zip Code USA	Account Rep Name: Jennifer Kuceba Title: Account Manager Telephone: 630-820-5458 Fax: Email: jk9872@att.com Street Address: 2000 W. AT&T Center Drive City: Hoffman Estates State: Illinois Zip Code: 60192 <u>With a copy to:</u> AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team E-mail: mast@att.com
AT&T Authorized Agent or Representative Information (if applicable) <input type="checkbox"/> Primary Sales Contact	
Name: _____ Company Name: _____ Agent Street Address: _____ City: _____ State: _____ Zip Code: _____ Telephone: _____ Fax: _____ Email: _____ Agent Code: _____	

This AT&T ILEC Network Services Discount Pricing Schedule ("Pricing Schedule") is effective as of the date last signed above, ("Effective Date") and is an attachment to the Master Agreement between AT&T and Customer, and is part of such Agreement. Attachments A, A1, B, and C to this Pricing Schedule are a part of this Pricing Schedule and are incorporated by reference herein.

On the Commencement Date (defined herein), this Pricing Schedule will supersede and replace in its entirety the following document: CNUM 20050516-0248.

Customer agrees to purchase the Service in the quantities and according to the prices and terms and conditions set forth in this Pricing Schedule, the Agreement, and the applicable Tariffs and/or Guidebooks. The Parties acknowledge and agree that this Pricing Schedule represents individual case pricing that is offered to Customer because of the unique or specialized conditions of the AT&T business services purchased by Customer, and, where required, that this Pricing Schedule will be filed with the state public utilities commission with competent jurisdiction. Service is provided by the AT&T Incumbent Local Exchange Carrier (ILEC) Affiliate identified below as the Service Provider. To the extent this Pricing Schedule relates to Services provided in Texas, Customer acknowledges the possibility of purchasing the Services provided hereunder from other providers.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: _____	By: _____
Printed or Typed Name: _____	Printed or Typed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



**AT&T ILEC Network Services Discount Pricing Schedule ("Service")
Provided Pursuant to Custom Terms**

AT&T Affiliate: The AT&T Affiliate providing the Service is the AT&T Incumbent Local Exchange Company in the states which are identified under Attachment A: Illinois Bell Telephone Company, Indiana Bell Telephone Company, Incorporated, Michigan Bell Telephone Company, The Ohio Bell Telephone Company, Wisconsin Bell, Inc., Pacific Bell Telephone Company d/b/a AT&T California, Nevada Bell Telephone Company, Southwestern Bell Telephone Company, and The Southern New England Telephone Company

Attachments:

- Attachment A – Eligible Services
- Attachment A1 - Illinois
- Attachment B – Customer Affiliates
- Attachment C – Site Directory

1. SCOPE OF PRICING SCHEDULE

This is a network services volume discount plan Pricing Schedule that sets forth the terms and conditions for the plan. Customer must separately purchase the "Eligible Services" and the "Contributory Services" (as defined later) pursuant to the Tariff, Guidebook, or other standard ordering requirement of the AT&T Affiliate providing the Eligible or Contributory Service. No services or products are subscribed to or provisioned under this Pricing Schedule, except in California.

2. TERM

The Commencement date shall be no later than 30 days after the last signature on this Pricing Schedule or the date this Pricing Schedule is approved by a regulatory agency with competent jurisdiction, whichever is later ("Commencement Date"), and shall continue for thirty six (36) months ("Term"). Discounts under this Pricing Schedule will appear on Customer's first bill rendered after the Commencement Date. The right to any discounts under this Pricing Schedule is terminated as of the expiration date of the Term. Unless expressly provided to the contrary elsewhere in the Agreement, this Pricing Schedule is not subject to an automatic extension or renewal of the Term.

3. DEFINITIONS

For purposes of this Pricing Schedule, the following definitions apply. In addition, any terms previously defined in the Agreement shall have the same meaning in this Pricing Schedule unless otherwise defined below.

- A. "Affiliate" means an entity owning, owned by or under common control of the Party, in each case to an ownership extent of fifty percent (50%) or more. For purposes of this Pricing Schedule, "Affiliate" shall mean only those Customer Affiliates that the Parties agree are a part of this Pricing Schedule and which are identified in Attachment B, incorporated by reference herein.
- B. "Annual Local Usage Commitment" means Customer's annual billing commitments for AT&T local usage. For purposes of satisfaction of the Annual Local Usage Commitment, the Annual Local Usage Commitment shall be calculated after the application of any Contracted Rates, but before the application of any Service Level Discounts or Total Volume Discounts.
- C. "Annual Toll Usage Commitment" means the Customer's annual billing commitment for AT&T toll usage. For purposes of satisfaction of the Annual Toll Usage Commitment, the Annual Toll Usage Commitment shall be calculated after the application of any Contracted Rates, but before the application of any Service Level Discounts or Total Volume Discounts.
- D. "AT&T Incumbent Local Telephone Company Affiliates" ("ILEC") means Illinois Bell Telephone Company, Indiana Bell Telephone Company, Incorporated, Michigan Bell Telephone Company, The Ohio Bell Telephone Company, Wisconsin Bell, Inc., Pacific Bell Telephone Company d/b/a AT&T California, Nevada Bell Telephone Company, Southwestern Bell Telephone Company, The Southern New England Telephone Company, and BellSouth Telecommunications, Inc.
- E. "Billed Rate" or "Contracted Rate" means the charge to Customer for a particular service prior to the application of any Service Level Discount or Total Volume Discount. Contracted Rates are listed in this Pricing Schedule next to the Service to which the Contracted Rate applies.

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AT&T ILEC Network Services Discount Pricing Schedule ("Service")
 Provided Pursuant to Custom Terms

- F. "Contributory Service(s)" means regulated network services which are provided by an AT&T ILEC pursuant to Tariff, Catalog, Guidebook, or Business Service Agreement. In the event an AT&T ILEC adds a new network service to its Tariff, Catalog, or Guidebook, the new service shall be considered a Contributory Service for purposes of this Pricing Schedule as of the date the new service is available to the retail market. The Parties agree and acknowledge that the actual Contributory Services under this Pricing Schedule is determined by Customer's subscriptions at any point in time during the Term to such services. Upon Customer's written request, AT&T will provide Customer a list of the Contributory Services under this Pricing Schedule as of the date of the written request, and Customer agrees such access to the specific list of Contributory Services is reasonable. For purposes of this Pricing Schedule, an ILEC network service is considered a Contributory Service only when the network service is purchased for and used by Customer or its Affiliates for its administrative or internal use. Network services that are resold in any form or manner are not considered Contributory Services or Eligible Services under this Pricing Schedule. Taxes, surcharges or fees which are assessed against any Contributory Service are not contributory toward Customer's satisfaction of its MARC or any Sub-Commitment under this Pricing Schedule. Examples of surcharges and fees include, but are not limited to, LNP, USF or UCC, Federal Subscriber Line Charges, or fees or surcharges related to public safety such as 911.
- G. "Eligible Services" means the Services under this Pricing Schedule which are eligible for Service Discounts, or Total Volume Discounts as specified under Attachment A1, which is incorporated by reference herein, as modified from time-to-time upon the Parties' agreement. The application of any discount under this Pricing Schedule is subject to approval by any state public utilities commission or other agency with competent jurisdiction.
- H. "Minimum Annual Revenue Commitment ("MARC") and/or Sub-Commitment(s)" means Customer's minimum annual billing commitment for Contributory Services (as defined hereinafter) during each 12 consecutive month period of the Term. For purposes of satisfaction of the MARC, the billings for Contributory Services shall be calculated after the application of any Contracted Rates (as hereinafter defined), but before the application of any Service Level Discounts or Total Volume Discounts (as hereinafter defined).
- I. "Resale" means rebranding of the Service by Customer to sell/provide to an end user for their use, which may or not include charging the end user a different rate than AT&T charges Customer for the Service.
- J. "Service Level Discount" means a Service-specific discount that Customer receives under this Pricing Schedule stated as a percentage off of the Billed Rate for the Service. Service Level Discounts are listed on Attachment A1.
- K. "Sub-Commitment(s)" means the Annual Local Usage Commitment and/or the Annual Toll Usage Commitment as each is defined above.
- L. "Total Volume Discount" means a discount that is given to a group of Services identified on a state-specific Attachment to this Pricing Schedule. The Total Volume Discount is applied to the Billed Rate or Contracted Rate, and when applicable after any Service Level Discount has been applied.

4. DISCOUNT PROGRAM

- A. Discounts and Rewards. Attachment A1, incorporated by reference herein as modified from time-to-time upon agreement of the parties, set forth the state-specific price terms and discounts, and identifies Eligible Services for that state. Customer agrees to the terms and conditions set forth under these Attachments, and hereby acknowledges and agrees that the discounts and rewards described in this Attachment is provided and based solely on Customer's MARC commitment and Sub-Commitments under this Pricing Schedule.
- B. Contributory Services. Customer shall specify the AT&T account numbers under which the Contributory Services are currently or will be billed during the Term of this Pricing Schedule; the list identified by the Customer is set forth under Attachment C hereto, incorporated by reference herein. Customer hereby attests and warrants that the accounts set forth in Attachment C are accounts billed to Customer or its Affiliates. Upon request, AT&T may assist Customer in identifying the accounts, but the Parties hereby agree and acknowledge that the responsibility is solely Customer's for ensuring that all the accounts to be included under this Pricing Schedule are specified in Attachment C. For purposes of this Pricing Schedule, only Contributory Services billed under the accounts specified under Attachment C will be considered in determining the satisfaction of the MARC.

Customer Affiliates. Only the Customer Affiliates identified in Attachment B shall be eligible to receive any benefits under this Pricing Schedule. The relevant AT&T billings of the Customer Affiliates identified in Attachment B shall be considered in the calculations of Contributory Services. The parties acknowledge that the terms and conditions of this Pricing Schedule, including, but not limited to, discount level, are based, in part, upon the inclusions of the those specific Customer Affiliates identified in Attachment B, and any modifications to the list (i.e., additions, deletions, legal name change of an Affiliate) requires a request in writing to AT&T from Customer describing the requested modification. Modification of the list of Customer Affiliates will be effective upon the date AT&T acknowledges in writing that the list of

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**AT&T ILEC Network Services Discount Pricing Schedule ("Service")
Provided Pursuant to Custom Terms**

Customer Affiliates under this Pricing Schedule has been modified as requested. Parties further acknowledge and agree that a modification to Attachment B may require an adjustment to the commitment levels agreed to herein, and AT&T shall solely determine if such an adjustment is necessary.

- C. No Resale. Customer's discounts hereunder are based upon Customer's purchase of a minimum volume of Contributory Services for its and its Affiliates own internal or administrative use. Customer understands and agrees that Resale of any Service hereunder is strictly prohibited, and AT&T may deem such a violation a material breach of this Pricing Schedule.
- D. Minimum Annual Revenue Commitment. Customer hereby agrees to the MARC specified in Attachment A for each 12 month period of the Term. In addition, Customer hereby elects an Annual Local Usage Sub-Commitment and Annual Toll Usage Sub-Commitment, and hereby agrees to each Sub-Commitment specified in Attachment A for each year of the Term.
- E. Shortfall. In the event Customer's billings for Contributory Services as of the yearly anniversary date of the Commencement date are less than the MARC, Customer shall be liable for the difference between the MARC and the actual billings for Contributory Services ("Shortfall"). In addition, if Customer elected one or both Sub-Commitments under Attachment A and in the event Customer's actual billings for each category of Services covered under the Sub-Commitment(s) are less than the commitment set forth under Attachment A, Customer shall be liable for the difference between the sub-commitment and actual billings for those Services ("Shortfall"). Shortfall charges shall be billed in a lump sum and shall be due and payable within thirty (30) days after the AT&T invoice date. Shortfall billings shall be considered in the calculation of Customer's satisfaction of its MARC or any Sub-Commitment as applicable.
- G. Early Termination Liability. In the event Customer terminates this Pricing Schedule prior to the expiration date, Customer is liable for an Early Termination charge equal to thirty-five percent (35%) of the unsatisfied MARC, if any, remaining for the Term ("Early Termination Charge"). The Early Termination Charge shall be billed in a lump sum to Customer's billing statement or final bill for its Main AT&T Billing Telephone Number. However, in the event Customer is liable for early termination charges for any Contributory or Eligible Service under Customer's terms of purchase for that Service, and provided those early termination charges are billed to a Billing Telephone Number under this Pricing Schedule, the charges will be considered Contributory Service billings for purpose of MARC satisfaction, and, consequently, will be considered as actual billings in the calculation of the Early Termination Charge described in this section.
- H. Early Termination Charge Waiver. The Early Termination Charge shall be waived if during the Term of this Pricing Schedule Customer terminates this Pricing Schedule concurrent with the Customer entering into a new pricing schedule or a new agreement for a local network service discount plan or local usage discount plan, provided i) the AT&T local service company providing service under this Pricing Schedule solely determines that the services provided under the new pricing schedule or agreement are a substitute for the service arrangement under this Pricing Schedule, and ii) the new pricing schedule or agreement is for a term that is equal to or longer than the time remaining under this Pricing Schedule, and the Customer's annual spending commitment for local network services and/or local usage services under that new arrangement is equal to or greater than the spending commitment for those same services under this Pricing Schedule.
- I. Customer Locations. Attachment C specifies the Customer locations and the Customer AT&T accounts at each location which are subject to this Pricing Schedule and which are eligible for any applicable discounts under this Pricing Schedule. Customer is responsible for ensuring that the list set forth in Attachment C accurately reflects the locations and accounts it intends to be included. If subsequent to the Commencement Date of this Pricing Schedule, Customer determines that accounts at a specified location should have been included, or additional locations and associated accounts should be included, those accounts or locations will be added; however, unless otherwise agreed to in writing by AT&T, those accounts shall not be eligible for discounts prior to the date of their inclusion, nor shall the billings on those accounts for Contributory Services contribute to the satisfaction of the MARC prior to the date as confirmed by AT&T as the date of their inclusion hereunder. It shall be Customer's responsibility to notify AT&T of any changes to the locations already included under this Pricing Schedule. AT&T may identify locations or accounts that it believes should be included under this Pricing Schedule, and shall inform Customer of this finding, however, such notice shall not constitute an addition or other modification to this Pricing Schedule. Customer may, at its sole discretion, decide to add the locations or accounts to this Pricing Schedule, and shall do so under the same process as described above.

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**AT&T ILEC Network Services Discount Pricing Schedule ("Service")
Provided Pursuant to Custom Terms**

5. APPLICABLE REGULATORY REGULATIONS

If AT&T determines that it is necessary for this Pricing Schedule to be filed with or approved by a regulatory commission or agency, AT&T will seek such approval. If approval is required and not obtained, then this Pricing Schedule will immediately terminate and AT&T shall refund to Customer the non-recurring charges, if any, paid under this Pricing Schedule. Approval of this Pricing Schedule by any regulatory agency with proper jurisdiction does not constitute a determination that the terms and provisions of this Pricing Schedule, including the early termination provisions, will be upheld in a court of law or that the applicable regulatory agency has approved any term or provision contained herein.

6. ADJUSTMENT TO MARC

Except as it relates to services provided in California, Section 4.7 of the Agreement does not apply to this Pricing Schedule. In the event Customer invokes Section 4.7 of its Agreement and the parties agree that an adjustment to a MARC under Customer's separate, relevant purchasing arrangement for any Contributory Service or Eligible Service is appropriate (contract or tariff), then AT&T may determine it is appropriate to reduce the MARC under this Pricing Schedule. In the event of a reduction of the MARC in this Pricing Schedule, AT&T has the right to change the amount of discount awarded under this Pricing Schedule, upon written notice to Customer.

7. CONTINGENCY

The rates, terms and conditions listed herein are contingent upon an overall revenue commitment to AT&T and its affiliates. In this case, if the Customer does not execute a contractual agreement with AT&T or its affiliates for the service shown below, with Monthly Revenue Commitments and terms equal to or greater than listed below, prior to or simultaneously with the execution of this Agreement, the standard Tariff rates, terms and conditions will supersede and replace the non-standard rates, terms and conditions of this Pricing Schedule. Local Exchange Carrier ("LEC") is defined as Illinois Bell Telephone Company, Indiana Bell Telephone Company, Incorporated, Michigan Bell Telephone Company, The Ohio Bell Telephone Company, Wisconsin Bell, Inc., Pacific Bell Telephone Company d/b/a AT&T California, Nevada Bell Telephone Company, Southwestern Bell Telephone, L.P., and The Southern New England Telephone.

Affiliate	Product Offering	Monthly Revenue Commitment	Term (Months)
LEC	Centrex	\$3,818.00	36

AT&T Network Services Discount
Pricing Schedule

Attachment A
Customer Commitments
Contributory and Eligible Services

Customer Commitments

A.	Customer agrees to the following MARC:	Year 1	\$43,600
		Year 2	\$43,600
		Year 3	\$43,600
B.	Customer agrees to the following Annual Toll Usage Sub-Commitment:	Year 1	\$700
		Year 2	\$700
		Year 3	\$700
C.	Customer agrees to the following Annual Local Usage Sub-Commitment:	Year 1	\$1,700
		Year 2	\$1,700
		Year 3	\$1,700
	Total of All Commitments:		\$43,600

**AT&T Network Services Discount
Pricing Schedule**

**Attachment A1
ILLINOIS**

	<u>Discount or Monthly Rate²</u>	<u>Eligible¹ For Total Volume Discount</u>
Local Access Services:		
Measured Business Lines	45.3%	NOT Eligible
Local Usage (excludes ISDN calling plan usage):		
Illinois Band A Local Usage	\$ 0.009	NOT Eligible
Illinois Band B Local Usage	\$ 0.019	NOT Eligible
Illinois Band C Local Usage	\$ 0.019	NOT Eligible
IntraLATA Toll/800 Usage:		
Interstate IntraLATA Toll	\$ 0.110	NOT Eligible
IntraState IntraLATA Toll	\$ 0.040	Eligible
Toll-Free 800/8XX	\$ 0.040	Eligible

12.0%	Total Volume Discount Customer shall receive off the Services listed above as "Eligible".
-------	---

¹ Services which are eligible for discount and the applicable discount may vary between States. Attachments A1-A13 are state specific Attachments, and the individual Attachment only applies if there is a Customer location in the relevant state included under this Pricing Schedule.

² When a percentage is shown, it is the amount of discount Customer receives off of the Billed Rate. A stated rate means the discounted rate Customer receives pursuant to this Attachment.

AT&T Network Services Discount
Pricing Schedule

Attachment B
Customer Affiliates
(if applicable)

0904 TH1357 V.3 eCRM # 1-A3PQ6X
ICB PS # 213014-2

AT&T and Customer Confidential
Information
Page 8 of 9

04/13/09/CH rev 06/10/09/CH
rev 07/21/09/CH

AT&T Network Services Discount
Pricing Schedule

Attachment C
Site Directory

Customer agrees that the following number shall be considered its Main Billing Telephone Number ("BTN") for purposes of this Pricing Schedule: 630-530-3007.

0904 TH1357 V.3 eCRM # 1-A3PQ6X
ICB PS # 213014-2

AT&T and Customer Confidential
Information
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rev 07/21/09/CH



CUSTOMER ("Customer")	AT&T ("AT&T")
City of Elmhurst Street Address: 209 N. York City: Elmhurst State: Illinois Zip Code: 60126 <u>Billing Address (if different)</u> Street Address: City: State: Zip Code:	AT&T Corp.
CUSTOMER Contact (for Contract Notices)	AT&T Sales Contact Information and for Contract Notices <input checked="" type="checkbox"/> Primary Sales Contact
Name: Thomas P. Borchert Title: City Manager Telephone: 630-530-3010 Fax: Email: <u>Address for Notices</u> <input checked="" type="checkbox"/> Same as Cust. Address above <input type="checkbox"/> Same as Billing Address <u>Address for Notices (if different)</u> Street Address: City: State: Zip Code:	Name: Jennifer Kuceba Title: Account Manager Fax: Telephone: 630-820-5456 Email: jk9872@att.com Street Address: 2000 W. AT&T Center Drive City: Hoffman Estates State: Illinois Zip Code: 60192 <u>With a copy to:</u> AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Authorized Agent or Representative Information (if applicable) <input type="checkbox"/> Primary Sales Contact	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

This Pricing Schedule ("Pricing Schedule") is an attachment to the Master Agreement between AT&T and Customer referenced above, and is part of the parties' Agreement. The Parties acknowledge and agree that this Pricing Schedule represents individual case pricing that is offered to Customer because of the unique or specialized conditions of the AT&T business services purchased by Customer, and, where required, that this Pricing Schedule will be filed with the state public utilities commission with competent jurisdiction over the service offering provided hereunder. Service is provided by the AT&T Incumbent Local Exchange Carrier (ILEC) Affiliate identified below as the Service Provider within its respective service area. References to "Pricing Schedule" refer to this Pricing Schedule and attachments 1 and 2 attached hereto.

Service Provider Illinois Bell Telephone Company dba AT&T Illinois

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:



GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to the Services subscribed to by Customer under this Pricing Schedule.

1. DEFINITIONS

"Cutover" is when the Service is first provisioned or otherwise available for Customer's use at any single Site pursuant to this Pricing Schedule.

Tariffs and Guidebooks. "Tariffs" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that AT&T files with regulatory commissions. "Guidebooks" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that were, but no longer are, filed with regulatory commissions. Tariffs and AT&T Guidebooks may be found at URL www.att.com/servicepublications.

2. GENERAL DESCRIPTION OF SERVICE TO BE PROVISIONED, INSTALLED AND MAINTAINED.

The Service described below are provided solely by the AT&T entity or entities identified above and are not jointly provided with any other carrier. Service are provided pursuant to the terms and conditions set forth in the appropriate Tariff or Guidebook.

Centrex Service	<p>Centrex Service ("Service") is a telecommunications service that operates out of an AT&T local central office pursuant to the terms, conditions, rules or regulations as provided in the Tariff or Guidebook, which controls the switching of:</p> <ul style="list-style-type: none"> - Calls from the exchange network to the Centrex lines, - Calls from the Centrex lines to the exchange network, - Intercommunicating calls between Centrex lines. <p>For purposes of this Pricing Schedule, Centrex Service is defined to mean the basic system features, the basic station features, and the optional features, but specifically excludes any network facilities and usage provided in conjunction with the Service. AT&T shall furnish up to Customer's Network Point of Presence ("NETPOP"), the switching service supported by the appropriate equipment, materials, accessories, software, firmware, engineering, installation and maintenance services.</p> <p>The Service provided pursuant to this Pricing Schedule shall support the features described in tariff Ill.C.C. No. 19, Part 5, Section 1. Only those features listed in Attachment 1 have been included in the rates specified in Section 11.2 of this Pricing Schedule.</p>
+Analog Service	<p><u>Series 1000 Channel Services</u> are furnished between specified points for the transmission of signals generated by station equipment. Type 1001A Channels are suitable for direct current transmission of signals at rates up to 30 baud for remote metering, supervisory control, and miscellaneous signaling.</p> <p><u>Series 2000 Channel Services</u> are furnished with the approximate bandwidth of 300-3000 Hertz for single (half-duplex) operation. Type 2002 is furnished for voice transmission or combined voice transmission and control purposes for the remote operation of mobile radio telephone systems.</p> <p><u>Series 3000 Channel Services</u> are furnished for connection to signal conditioning equipment, with a two-wire interface or a four-wire interface. These channels are designed to meet specifications based on AT&T standards of measurements for data transmission. Type 3002 has an approximate bandwidth of 300-3000 Hertz.</p>



3. TERM START DATE; PRICING SCHEDULE TERM; PROVISION OF SERVICES AFTER PRICING SCHEDULE TERM

Pricing Schedule Term and Term Start Date

For the Service offered under this Pricing Schedule, the Term Start Date shall begin on the later of (1) Cutover of the first Service at the first Customer Site or (2) the Effective Date or (3) the date of approval of this Pricing Schedule by an appropriate regulatory body, if regulatory approval is required for this Pricing Schedule for Service. For the Service offered under this Pricing Schedule, the term of this Pricing Schedule shall be **thirty-six (36) months** after the Term Start Date ("Pricing Schedule Term"). Rates or discounts under this Pricing Schedule shall be applied on the Term Start Date. Upon the expiration of the Pricing Schedule Term, no rates or discounts provided under this Pricing Schedule will apply to the Service. For the Service provided under this Pricing Schedule, upon expiration of the Pricing Schedule Term, Customer will have the option to either (a) cease using the Service (which will require Customer to take all steps required by AT&T to terminate the Service), or (b) continue using the Service on a month-to-month service arrangement, during which the prices in the Pricing Schedule will automatically be changed to the then-current monthly extension rates (if any) or month-to-month rate specified in the applicable Tariff or Guidebook. After expiration of the Pricing Schedule Term, AT&T may modify rates, terms, and conditions applicable to the Service upon thirty days' written notice to Customer.

This Pricing Schedule will expire when Service or Service Component(s) are no longer provided under this Pricing Schedule.

4. NEW FEATURES OR ENHANCEMENTS

As new features or enhancements are made available to AT&T from the switch manufacturer, Customer and AT&T may meet to discuss their content and impending availability. New features or enhancements shall be made available to Customer subject to the following terms: (1) activation of such features and/or enhancements shall not be detrimental to the public network; (2) such new features are part of a software release which the manufacturer makes available to AT&T for all of its central offices equipped to handle such changes; and (3) Customer agrees to pay the rates quoted by AT&T for such feature or enhancement.

5. TERMINATION FOR CONVENIENCE

If Customer terminates a Service or Service Component prior to the date Customer's obligation to pay for Services begins as provided in the Master Agreement, Customer will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.

If Customer terminates a Service, in whole or in part, for convenience or AT&T terminates for Customer's default, on or after Cutover but before the scheduled completion of the Pricing Schedule Term, Customer shall pay the termination liability of an amount equal to (a) all unpaid non-recurring charges (excluding non-recurring charges that were waived or incorporated into the monthly recurring rates), (b) twenty-five percent (25%) of the recurring monthly charges rate for the terminated Service as set forth in this Pricing Schedule, multiplied by the number of months remaining in the Pricing Schedule Term for the applicable Service at the point of termination, and (c) any special construction liabilities.

6. PRICING

Customer will pay the rates set forth in Section 11.2 below. The rates and charges stated in this Pricing Schedule are stabilized until the end of the Pricing Schedule Term, and apply in lieu of the corresponding rates and charges set forth in the applicable Tariff or Guidebook. No discount, promotion, credit or waiver set forth in a Tariff or Guidebook will apply unless specifically set forth herein and, when set forth herein, such discount, promotion, credit or waiver shall only be applied in the manner set forth in the applicable Tariff or Guidebook. No other discount, promotion, credit or waiver set forth in a Tariff or Guidebook will apply.



7. TAXES & OTHER CHARGES

7.1 Other Rate Elements. Any rate elements not described herein will be subject to the applicable rates and charges outlined in the Tariff(s) or Guidebook(s).

7.2 Additional Charges and Taxes. Rates set forth in this Pricing Schedule and the Tariff(s) or Guidebook(s) are exclusive of, and Customer will pay, all current and future taxes (excluding those on AT&T's net income), surcharges, recovery fees, end user access charges, and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides satisfactory proof of a valid tax exemption prior to the delivery of Services. To the extent Customer is required by law to withhold or deduct any applicable taxes from payments due to AT&T, Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty, and Customer will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

8. TARIFF AND REGULATORY REGULATIONS

This Pricing Schedule may be subject to the jurisdiction of a regulatory commission and will be subject to changes or modifications as the controlling commission may direct from time to time in the exercise of its jurisdiction. Therefore, for this purpose, this Pricing Schedule will be deemed to be a separate agreement with respect to the Services offered in a particular jurisdiction.

AT&T will, subject to the availability and operational limitations of the necessary systems, facilities, and equipment, provide the Services pursuant to the terms and conditions in the Tariff or Guidebook. If approval is required and not obtained, then this Pricing Schedule will immediately terminate, and Customer shall receive a refund of any non-recurring charge paid and pre-paid amounts for Services not received.

9. Intentionally left blank

10. Intentionally left blank

11. REVENUE COMMITMENT AND RATES

Terms and conditions relating to MARCs, MARC-Eligible charges and Minimum Payment Period set forth in the Agreement shall not apply to the Service provided under this Pricing Schedule rather, the following will apply:

11.1. Line Commitment

During the Term of this Pricing Schedule, Customer shall maintain a minimum of **twenty five (25)** Centrex lines and Customer shall not be obligated to fulfill a minimum revenue commitment.

Customer has elected to pay on a monthly basis for the Pricing Schedule Term. The monthly price set forth herein represents the monthly recurring service charges for the quantity of Service components and quantities set forth and described in Section 11.2 below. The Total Monthly Rates for the current Centrex system components described below is **\$6,024.39**. In the event Customer orders different/ additional Service/Service components, then the Monthly Rates may be different.

-remainder of page intentionally left blank-



11.2. Rates

Service Components, Quantities, Monthly Rates, and Non-recurring Charges

Customer may purchase additional quantities of components/features at the prices listed below, subject to payment of Nonrecurring Charge, if applicable.

Product/Service Component Type	USOC	New Quantity	Existing Quantity	Monthly Rate Per Unit	Non-recurring Charge Per Unit (new or growth only)
telco - Centrex/Plexar/ System Charges, 201 - 500 lines, per system	CYA4X	-	1	\$ 3.50	-
telco - Centrex/Plexar / STF - access area C	SXP++	Growth	242	\$ 9.50	-
telco - Centrex/Plexar / STANDARD FEATURE CENTREX STATION - 100+ Lines	NUM	Growth	219	\$ 4.41	-
telco - Centrex/Plexar / ISDN CUSTOM CTX LINE - 100+ COMMIT	ZCZ	Growth	23	\$ 5.81	-
telco - Centrex/Plexar / ISDN CIR SW VOICE, PER B CHNL	BSB5X	Growth	40	\$ 2.66	\$ 15.00
telco - Centrex/Plexar / CTX MSG SIG I/F SYS - 1200 BAUD	SMQPS	-	1	\$ 171.85	-
telco - Centrex/Plexar / CALLER ID - INTERCOM	NDF	Growth	59	\$ 0.42	\$ 5.00
telco - Centrex/Plexar / Centrex Caller ID	ZC1ND	Growth	17	\$ 5.60	-
telco - Centrex/Plexar / Message Waiting Indicator - Lamp	ZMYAV	Growth	15	\$ 1.15	\$ 15.00
telco - Centrex/Plexar / Secondary Directory Telephone Number, each	SOT	Growth	7	\$ 0.18	-

Non-recurring Charges are only applicable to lines and features that are added to Customer's current Centrex system.

Product/Service Component Type	USOC	New Quantity	Existing Quantity	Monthly Rate Per Unit	Non-recurring Charge Per Unit (new or growth only)
Chan Sig Feat	41G	-	1	\$ 22.00	-
Mileage	JZNEC	-	37	\$ 1.05	-
Mileage	JZNEJ	-	1	\$ 45.00	-
Line-Powered Dsu	LUNXC	-	24	\$ 9.30	-
3002 Channel Area C	OXAPC	-	24	\$ 7.55	-
1001A Channel Area C	WWAAC	-	18	\$ 26.67	-
2001 Channel Area C	WWBAC	-	10	\$ 27.72	-
2001D Channel Area C	WWBHC	-	4	\$ 19.05	-
2002 Channel Area C	WWBOC	-	12	\$ 32.97	-
2002 Channel Area C	WWBPC	-	6	\$ 38.50	-
2301 Channel Area C	WWEAC	-	4	\$ 21.25	-
2002 Channel Area C	WWGOC	-	2	\$ 36.90	-
3002 Channel Area C	WXAPC	-	1	\$ 76.58	-



11.3 Other Charges

- A. Service Ordering Charges. The service ordering charge as specified in Ill.C.C. No. 19, Part 3, Section 1, shall apply at the time Centrex Service is provided pursuant to the terms of this Pricing Schedule.
- B. Line Connection Charges. Line connection charges as specified in Ill.C.C. No. 19, Part 3, Section 1, shall apply for each new Centrex line installed pursuant to this Pricing Schedule.
- C. Channel Charges. For any Centrex lines located outside of the applicable central office boundaries for the locations shown in Section 12 additional mileage charges for 2001C/D channels as specified in Ill.C.C. No. 19, Part 5, Section 2, are applicable in addition to the STF and Centrex line rate.
- D. Local Usage. Usage charges appropriate to Customer's local service shall be billed as specified in Ill.C.C. No. 19, Part 4, Section 2.
- E. End User Common Line Charges. Centrex lines are subject to an End User Common Line ("EUCL") charge as filed for the State of Illinois by AT&T in F.C.C. Tariff No.2. Customer will be responsible for all increases and decreases in the EUCL charge as authorized by Federal Communications Commission ("FCC"), and as described in this Pricing Schedule. In accordance with Ill. C.C. No. 19, Part 5, Section 1, any changes to the EUCL charge shall be applied as a credit or an additional charge ("EUCL Adjustment"). This EUCL Adjustment shall be made on a PBX trunk equivalency basis described in Attachment 2 in accordance with Ill. C.C. No. 19, Part 4, Section 2. The EUCL Adjustment shall be calculated by multiplying the change in the EUCL charge by the PBX equivalent for the number of Centrex lines in service. In order to ensure that AT&T is submitting the correct EUCL charges to the FCC in accordance with F.C.C. Tariff No. 2, AT&T may adjust Customer's Centrex pricing upward or downward to account for the changes in EUCL.
- F. Charges for Other Work. Service charges as specified in Ill.C.C. No. 20, Part 3, Section 1, shall be applicable for services not specifically provided under this Pricing Schedule.
- G. Rate Stability. Subject to the provisions of Section 13-509 of the Illinois Public Utilities Act, the rates specified in Section 11.2., with the exception of EUCL and adjustments to Customer's Centrex rates as the result of changes to the EUCL as provided in Section 11.3.E, shall not be subject to rate increases for the Pricing Schedule Term.
- H. Additional Charge for Caller ID with ISDN lines and Electronic Key lines. In addition to the rates for Centrex ISDN service and/or Centrex Electronic Key Line service as specified in Section 11.2, Customer shall be subject to the rates for Caller ID services as described in Section 11.2 or if no rates are listed in Section 11.2, then as described in Ill.C.C. No. 19, Part 7, Section 2 for each Centrex ISDN line and Electronic Key Line Service line provided hereunder based upon trunk equivalency. Application of the rate for Caller ID is described in Ill.C.C. No. 19, Part 5, Section 1, Sheets 139 and 139.1.

12. SERVICE LOCATIONS

Location	Quantity
209 N. York, Elmhurst	103
485 N. York, Elmhurst	3
605 S. York, Elmhurst	2
120 E. Park Ave., Elmhurst	9
794 Industrial Dr., Elmhurst	1
904 N. Addison, Elmhurst	1
625 S. Route 83, Elmhurst	5
125 E. 1st, Elmhurst	71
404 N. York, Elmhurst	15
985 Riverside Dr., Elmhurst	27
910 Addison Ave., Elmhurst	1
120 Robert T. Palmer Dr., Elmhurst	4



ATTACHMENT 1
STANDARD CENTREX FEATURES

Standard Features on all Centrex Lines (except where noted):

Centrex Mate
Call Diverting
Call Forwarding of Call Waiting Calls (*Not available for ISDN*)
Call Forwarding - Busy
Call Forwarding - Don't Answer
Call Forwarding - Variable
Call Hold
Call Pickup
Call Transfer (Intra-System) - All
Call Transfer (Inter-System) - Deluxe
Call Waiting/Cancel Call Waiting (*Not available for ISDN*)
Conference Calling 3 Way
Consultation Hold
Direct Inward Dialing (DID)
Direct Outward Dialing (DOD)
Distinctive Ringing and Call Waiting Tone
End to End Signaling
Equal Access for Inter MSA Calling
Hunting Arrangements
Intercom Calling
Message Waiting Indicator - Audible
Night Answer (All Versions) (*Not available for ISDN*)
Speed Calling - Short
Touch Tone
Transfer Calls to Restricted Station (*Not available for ISDN*)
Usage Billing by Line Number

Standard Features for Electronic Key and ISDN:

Analog Line Pickups (*Electronic Key only*)
Automatic Dial
Automatic Line Preselect
Blind Transfer with Recall Identification (*Electronic Key only*)
Call Forwarding per Key
Call Request
Call Request with Queue
Called Number Display
Caller ID (*ISDN only*)
Caller ID Intercom
Calling Reason Display
Directory Number Hunt with Call Waiting and Preferential Hunt (*Electronic Key only*)
Display Capability
Executive Busy Override
Executive Busy Override - Exempt
Feature Buttons
Group Intercom
Increase Shared Directory Number (DN) Group Size (*ISDN only*)
Last Number Redial
Leave Message Activation
Listen On Hold
Make Set Busy
Make Set Busy except on Group Intercom (*Electronic Key only*)
Message Retrieval Display
Message Waiting Activation Control
Message Waiting Indication - Visual



Multiple Appearance Directory Number (MADN)
 Single Call Arrangement (SCA)
On Hook Dialing
Pickup Held Conference Call from Shared Directory Number (DN) Call Appearance (*ISDN only*)
Repeat Alert
Ring Again Idle Set
Ringing Options for MADN
Secondary MADN Call Forwarding
Set Inspect
Shared Directory Number (DN) Bridging with Conference Calls (*ISDN only*)
Short Hunt
Stop Hunt – Access Code
Terminal Management (*ISDN only*)
Time and Date Display



ATTACHMENT 2
PBX TRUNK EQUIVALENCY

Centrex Lines	Trunk Equivalency
2-19	2
20-28	3
29-38	4
39-47	5
48-57	6
58-66	7
67-76	8
77-85	9
86-95	10
96-104	11
105-114	12
115-123	13
124-132	14
133-142	15
143-151	16
152-161	17
162-170	18
171-180	19
181-189	20
190-199	21
200-207	22
208-225	23
226-243	24
244-262	25
263-281	26
282-300	27

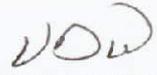
Each additional eighteen (18) Centrex lines or fraction thereof requires one (1) additional trunk equivalency

End of Document



CITY OF ELMHURST

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


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

August 25, 2009

To: Mayor DiCianni and Members of the City Council

Re: Consultant Agreement for Administrative Services

The Finance, Council Affairs and Administrative Services Committee met August 24, 2009, to review contracting with Mr. Ken Bartels for certain administrative services.

City Manager Borchert addressed the Finance Committee regarding the current fiscal challenges and the continued need to be as frugal and cost effective as possible. In that regard, two layoffs have occurred: the Development Director position in the Elmhurst Historical Museum, and the Economic Development Manager in the Planning, Zoning and Economic Development Department. Some pieces of the workload handled by these two positions will be redistributed internally, and other pieces would benefit from consulting expertise. Specific areas of responsibility for consulting services are enhanced communication to the community, fundraising for the Elmhurst Historical Museum and economic development including strategic planning.

City Manager Borchert recommends that the City contract with Mr. Ken Bartels, a longtime Elmhurst resident and an active member of the Elmhurst community, for the above-stated consulting services. During twenty-eight years of service at Elmhurst College, as Vice President for College Advancement for twenty-six years and as Vice President for College Relations for two years, Mr. Bartels gained invaluable experience in fundraising campaigns and communications with outside constituencies, and developed strong community ties. Mr. Bartels was also a Director of the Elmhurst Economic Development Corporation from 1996-2001, serving as Chair from 2000-2001. With his experience and the skill sets that have been developed in the areas of fundraising, communications and economic development, Mr. Bartels is uniquely qualified to provide consulting services to the City of Elmhurst in these areas. Staff further recommends that Mr. Bartels provide consulting services 10-15 hours per week, with a total annual cap of 845 hours, at a rate of \$90 per hour, for a three year term. Funds are available in the fiscal 2010 due to the staff reductions noted previously. After review and discussion, the Finance Committee concurred with staff recommendation.

Copies To All
Elected Officials
9-03-09

Page 2

August 25, 2009

To: Mayor DiCianni and Members of the City Council

Re: Consultant Agreement for Administrative Services

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council direct the City Attorney to prepare a consultant agreement with Mr. Ken Bartels for administrative services as described above.

Respectfully submitted,
FINANCE, COUNCIL AFFAIRS AND
ADMINISTRATIVE SERVICES
COMMITTEE

Stephen W. Hipskind, Chairman

Mark A. Mulliner

Mark A. Mulliner

Kevin L. York

Kevin L. York, Vice Chairman

Diane Gutenkauf

BartelsConsultantAgreementReport

Memo

To: Mayor DiCianni and Members of the City Council
From: Fire Chief Mike Kopp
Date: September 2, 2009
Re: **Howard Street Parking Restriction**

As you are aware, at the council meeting on August 17, 2009 the ordinance related to Howard Street Parking Restriction was tabled until the next council meeting which will be on September 8, 2009. The Public Affairs and Safety Committee revisited the Howard Street Parking issue at the August 24, 2009 Public Affairs and Safety Committee meeting.

Due to conflicting information on the survey document and the committee report, the Public Affairs and Safety Committee members felt the ordinance should be changed from "No Parking During Drop Off and Pick Up" to "No Parking at Any Time" on Howard Street.

Because the item was tabled and not referred back to committee, the city attorney believes the ordinance will need to be amended at the September 8 council meeting, not requiring any committee action.

The change needs to be made as an amendment to the tabled ordinance at the September 8 council meeting.

MDK/ec

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 paragraphs to read as follows:

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

On both sides of Howard Avenue, north of Melrose Avenue."

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 paragraph to read as follows:

"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.

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Elected Officials

9-03-09

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

Erim

R - 31 - 2009

**A RESOLUTION AUTHORIZING
THE EXECUTION OF A CONSULTING AGREEMENT
BETWEEN
KEN BARTELS
AND
THE CITY OF ELMHURST, ILLINOIS**

WHEREAS, in the opinion of a majority of the corporate authorities of the City of Elmhurst, Illinois, (hereinafter referred to as the "City") it is advisable, necessary and in the public interest that the City contract for consulting services to improve communications within the community, fundraising for City projects, and strategic planning for economic development within the City (hereinafter the "Consulting Services"); and

WHEREAS, Ken Bartels (hereinafter "Bartels") has twenty-eight years' experience as Elmhurst College's Vice President for College Advancement and Vice President for College Relations, and he has also served five years as the Director of the Elmhurst Economic Development Corporation; and

WHEREAS, the corporate authorities of the City believe that, due to Bartels' experience and skill set that Bartels is uniquely qualified to provide the Consulting Services to the City; and

WHEREAS, it is advisable, necessary and in the public interest of the City of Elmhurst to enter into a contract with Bartels for such Consulting Services.

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. The corporate authorities of the City hereby approve the Agreement between the City and Ken Bartels for Consulting Services, a copy of which is attached hereto marked as Exhibit "A" and made a part hereof.

Section 3. The Village President be and is hereby authorized and directed to execute and the Village Clerk be and is hereby authorized and directed to attest on behalf of the City an Agreement between the City and Ken Bartels for Consulting Services, a copy of which is attached hereto marked as Exhibit "A" and made a part hereof.

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

APPROVED this _____ day of _____, 2009.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2009.

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

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

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

Exhibit A

Consulting Agreement
Between
Ken Bartels
And
The City of Elmhurst, Illinois

CONSULTING AGREEMENT

AGREEMENT made this ___ day of September 2009, by and between CITY OF ELMHURST, an Illinois Municipal Corporation, 209 N. York Street Elmhurst, Illinois 60126, (the "City"), and Ken Bartels, with place of business at _____, Illinois _____, ("Bartels"), for consulting services (the "Agreement").

WHEREAS, the City has a need for consulting services specifically in the areas of communication, fundraising and strategic planning for economic development; and

WHEREAS, Bartels desires to act as a consultant to the City for administrative services.

WHEREAS, Bartels worked for twenty-eight years as Vice President for College Advancement and Vice President for College Relations at Elmhurst College and served as a Director of the Elmhurst Economic Development Corporation from 1996-2001; and

WHEREAS, the corporate authorities of the City believe that, due to his experience and skill set, Bartels is uniquely qualified to provide consulting services to the City in the areas of fundraising, communications and economic development; and

NOW THEREFORE, in consideration of their mutual promises set forth herein, the City and Bartels, hereby agree as follows:

1. **Consulting Services.** The City hereby retains Bartels to perform such advisory and consulting services, in person or by telephone, as may from time to time be necessary and proper, with respect to the City's operations, practices and activities and as may from time to time be reasonably requested by the City. The consulting services shall include, but not be limited to, enhancing communications with the community, fundraising for the Elmhurst Historical Museum and other City projects, and strategic planning for economic development. Bartels shall perform such services for the three (3) year period from September 9, 2009, through September 8, 2012, inclusive. Bartels shall devote his knowledge and skill to the best interests of the City in the performance thereof.

2. **Availability.** It is anticipated that Bartels will, in fulfilling his obligations under this Agreement, be available in person for such consulting services for between ten (10) to fifteen (15) hours per week as needed by the City for the duration of the three (3) year period of this Agreement. Bartels shall not be required to otherwise maintain office hours beyond those set forth herein, provided that he shall make himself available by telephone within forty-eight (48) hours upon reasonable notice from the City at reasonable times during normal business hours for consultation with the employees and/or officers of City. During the period Bartels will perform the services, he will keep the City advised of the telephone number at which he may be reached.

3. **Payment for Consultant Services.** For all the services to be rendered by Bartels hereunder, the City will pay Bartels, on a monthly basis, the sum of Ninety Dollars (\$90.00)

per hour during the term of this Agreement with a total annual cap of Eight Hundred Forty-Five (845) hours or a maximum sum of Seventy-Six Thousand Fifty (\$76,050.00) Dollars per year.

4. **Independent Contractor.** Bartels will act as an independent contractor in the performance of his duties under this Agreement and nothing herein shall be construed to create the relationship of employer and employee between him and the City. Bartels shall have no authority, executive or otherwise, to bind the City, or to determine the affairs of the City, and shall not participate as an employee in any plan or program maintained by the City for the benefit of its employees. Accordingly, Bartels shall be responsible for payment of all taxes including Federal, State and local taxes arising out of Bartels's activities in accordance with this Agreement, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required.

5. **Consultant's Certification.**

A. Bartels hereby certifies, represents and warrants to the City as a condition of any Agreement with the City, that he is:

- I. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- II. not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- III. not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

B. In addition, Bartels hereby represents and warrants to the City as a condition of any Agreement with the City that Bartels will, pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), provide drug-free workplace by:

(a) Publishing a statement:

1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in Bartels's workplace.
2. Specifying the actions that will be taken against employees for violations of such prohibition.
3. Notifying the employee that, as a condition of employment on this Agreement, the employee will:

- a. abide by the terms of the statement;
 - b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug-free awareness program to inform employees about:
- 1. the dangers of drug abuse in the workplace;
 - 2. Bartels's policy of maintaining a drug-free workplace;
 - 3. any available drug counseling, rehabilitation, and employee assistance program; and
 - 4. the penalties that may be imposed upon employees for drug violations.
- (c) Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.
- (d) Notifying the City within ten (10) days after receiving notice under Paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
- (f) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

C. During the performance of this Agreement, Bartels agrees as follows:

- (a) It will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and

further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

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

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

- D. Bartels has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105 (A)(4).
- E. No City officials, their spouses, their dependent children, or no agent of any City official or trust in which a City official, his or her spouse or dependent children of a City official is a beneficiary of Bartels.
- F. No officer or employee of the City has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from Bartels in violation of Chapter 15, Section 2 of the Municipal Code of the City of Elmhurst.
- G. Bartels has not given to any officer or employee of the City any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Chapter 15, Section 2 of the Municipal Code of the City of Elmhurst.

6. **Assignment.** In view of the personal nature of the services to be performed by the Bartels under this Agreement, Bartels shall not have the right to assign or transfer any of the rights or benefits hereunder, nor shall he be subject to voluntary or involuntary alienation.

7. **Confidential Information.** Any information received by Bartels during any furtherance of Bartels's obligations in accordance with this Agreement, which concerns the personnel, financial or other affairs of the City will be treated by Bartels in full confidence and will not be revealed to any other persons, firms or organizations. Bartels will not at any time, in any fashion, form, or manner, either directly or indirectly, use or divulge, disclose, or communicate to any person, firm, or corporation in any manner whatsoever any information of any kind, nature, or description concerning any matters affecting or relating to the business of the City, including, but not limited to, financial records, contracts, or any other information concerning the business of the City, its manner of operation, its plans, or any other data of any kind, nature, or description, without regard to whether any or all of the foregoing matters would be deemed confidential, proprietary, material, or important.

8. **Work Made for Hire.** All work product created or developed hereunder, including but not limited to, specifications, reports and any other documents prepared by Bartels in connection with any or all of the consulting services delivered to the City is for the use of and shall be the exclusive property of the City. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by Bartels relating in any manner to the consultant services performed by Bartels or by anyone else and used by Bartels in performance of the consultant services shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

Bartels hereby irrevocably assigns and transfers to the City and its successors and assigns all of its right, title, interest and ownership in the consulting services, including but not limited to, copyrights, trademarks, patents, trade secret rights, all intellectual property rights and the rights to secure any renewals, reissues, and extensions thereof. Bartels grants permission to the City to register the copyright and other rights in the consultant services in the City's name. Bartels shall give the City or any other person designated by the City all assistance reasonably necessary to perfect its rights under this Agreement and to sign such applications, documents, assignment forms and other papers as the City requests from time to time to further confirm this assignment. Bartels further grants to the City full, complete and exclusive ownership of the consultant services. Bartels shall not use the consultant services for the benefit of anyone other than the City, without the City's prior written permission. Upon completion of the consulting services or other termination of this Agreement Bartels shall deliver to the City all copies of any and all materials relating or pertaining to this Agreement. Bartels irrevocably and unconditionally waives all rights in all such consultant services products. Bartels warrants that all work product of Bartels will be original, except as otherwise agreed in writing with the City.

In the event that the City provides Bartels with materials, equipment or property of any kind, all such materials, equipment and property shall remain the property of the City, and Bartels shall immediately deliver all such materials, equipment and property to the City at the conclusion of services hereunder or at any earlier time upon demand by the City.

9. **Books and records.** All books, records, files, forms, reports, memorandums, papers, accounts and documents relating in any manner to the City's business, shall be the exclusive property of the City and shall be turned over to the City at the time of Bartels's employment terminates. Bartels hereby acknowledges that he has turned over all such documents that Bartels knows of at this time and hereby agrees to return any that he should discover after this date.

10. **Injunctive Relief.** Bartels hereby acknowledges that the foregoing matters are important, material, and confidential to the City, and affect the effective administration and conduct of the business of the City, and that any violation of the terms of either Paragraph 7 or 8 is a material violation, for which the City shall be entitled to injunctive relief.

11. **Execution.** Bartels acknowledges that he was advised that he could have not less than twenty-one (21) days to consider and execute this Agreement.

12. **Enforcement of Agreement.** In any action to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and costs of litigation.

13. **Amendment.** This Agreement can only be amended by the written agreement of the parties.

14. **Severability.** If any provision of this Agreement is found to be invalid, all of the remaining provisions of this Agreement will nonetheless remain in full force and effect.

15. **Entire Agreement.** This Agreement embodies the entire understanding of the parties and supersedes all prior negotiations, understandings and agreements with respect to the subject matter hereof.

16. **Applicable State Law.** This Agreement shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce any item of this Agreement shall be so brought in the State of Illinois.

17. **No Third Party Beneficiary.** All advice (written or oral) given by Bartels to the City in connection with the consultant services is intended solely for the benefit and use of the City.

18. **Conflict of Interest.** Bartels is not currently aware of any relationship that would create a conflict of interest with the City or those parties-in-interest of which the City has made Bartels aware. As of the date hereof, Bartels has not represented any such persons or entities known to it to have any such a relationship in connection with the consulting services to be performed. Bartels will not during the term of this Agreement represent the interests of any such persons or entities or people (known to Bartels to have any such a relationship) in connection the consulting services to be performed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year above written.

CITY OF ELMHURST

Ken Bartels

By: _____
Peter P. DiCianni III, Mayor

Attest:

Patty Spencer, Clerk

**MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF ELMHURST, ILLINOIS
HELD ON MONDAY, AUGUST 31, 2009
LUCKS CONFERENCE ROOM – ELMHURST COLLEGE
190 PROSPECT AVENUE
ELMHURST, ILLINOIS**

CALL TO ORDER

1. The Special Meeting of the Elmhurst City Council was called to order by Mayor DiCianni at 7:06 p.m. Those in attendance were as follows:

Present: Diane Gutenkauf, Paula Pezza, Pat Shea, Norman Leader, Susan J. Rose, Michael J. Bram, Kevin L. York (left at 8:44p.m.), Chris Healy, Steve Morley, Jim Kennedy, Mark A. Mulliner, Patrick Wagner

Absent: Stephen Hipskind, Chris Nybo (arrived at 7:17 p.m.)

Also in Attendance: Mayor DiCianni, City Manager Borchert, Dr. Carroll

ELECTED OFFICIALS RETREAT

2. Mayor DiCianni opened the meeting by thanking the Council for attending tonight's retreat.

City Manager Borchert introduced Dr. Larry Carroll, Director of the Center for Professional Excellence at Elmhurst College.

Dr. Carroll opened by reviewing the agenda for tonight's session:

- Review of June 20, 2009
- 4 D's – Discovery, Dream, Design & Delivery
- Wrap Up

Dr. Carroll asked Council members to give one (1) reason why they are here. Keeping in theme with the responses, Dr. Carroll stated he is hearing what ways can the Council come together to be on the same page without surprises and "gotchas." He also posed the question, how well does the Council and the City communicate?

Discussion ensued regarding improving communication. The Council also discussed their role as a policy maker and role of oversight. Examples discussed included: Spending Wisely, Generation of Revenue, Asking "Is this right for the City," Respect and Strategic Vision.

Dr. Carroll asked Council, what was tonight for you?

The general response was not what they expected. Communication was the core discussion. The consensus was that it was worth their time and plan to meet again in January 2010 date to be announced.

ADJOURNMENT

3. Meeting adjourned 9:30 p.m.

Peter P. DiCianni III, Mayor

Patty Spencer, City Clerk