

**AGENDA**  
**OF BUSINESS TO BE BROUGHT BEFORE THE MEETING**  
**OF THE CITY COUNCIL OF ELMHURST, ILLINOIS, 209 NORTH YORK**  
**MONDAY, OCTOBER 5, 2009**  
**7:30 P.M.**

1. **Executive Session 7:00 p.m. – Litigation, Land Acquisition & Personnel (Conf. Room #2)**
2. **Call to Order/Pledge of Allegiance/ Roll Call**
3. **Receipt of Written Communications and Petitions from the Public**
4. **Public Forum**
5. **Consent Agenda**
  - a. Minutes of the Regular Meeting Held on Monday, September 21, 2009 (City Clerk Spencer): Approve as published
  - b. Minutes of the Executive Session Held on Monday, September 21, 2009 (City Clerk Spencer): Receive and place on file
  - c. Accounts Payable – September 30, 2009 Total \$ 1,326,319.22
  - d. Appointments and Reappointments to the Senior Citizens Commission – Carol Yesko, Mary Ann Szewczyk, Heidi Forbush, Kathy Lorenz, Ruth Maple, Denise Meyers and Joyce McIntosh
  - e. Bid, South Elevated Tank Interior Wet Painting & Exterior Pressure Washing (City Clerk Spencer): Refer to the Public Works and Buildings Committee (see item 5j)
  - f. Bid, Storm Station Landscaping Improvements (City Clerk Spencer): Refer to the Public Works and Buildings Committee
  - g. Bid, York Street Improvements (City Clerk Spencer): Refer to the Public Works and Buildings Committee
  - h. Review of City Council Procedures (City Manager Borchert): Refer to the Finance, Council Affairs and Administrative Services Committee
  - i. Report – First Street Parking Deck Precast Concrete Materials (PW&B)
  - j. Report – South Elevated Tank Interior Wet Painting & Exterior Pressure Washing (PW&B) (see item 5e)
  - k. Report – Disposal of City Equipment (PW&B)
  - l. Report – York High School Speed Limit Sign Relocation (PA&S)
  - m. Report – Bensenville Fire Protection District #1 Extension of Service (PA&S)
  - n. O-40-2009 – An Ordinance Authorizing the Sale of Surplus Personal Property
  - o. MCO-19-2009 – An Ordinance Creating a Code Hearing Unit for the Purpose of Operating a System of Administrative Adjudication of Ordinance Violations Within the City of Elmhurst, Illinois
  - p. ZO-08-2009 – An Ordinance Approving a Text Amendment to the City of Elmhurst Zoning Ordinance Regarding Pawn Shops
  - q. R-37-2009 – A Resolution Authorizing the Issuance of a Notice of Award for South Waterspheroid Interior Wet Area Repainting and Exterior Pressure Washing Project No. 09-30 for the City of Elmhurst, Illinois
  - r. R-38-2009 – A Resolution Authorizing the Issuance of a Notice of Award for Precast Concrete for the First Street Parking Deck Project for the City of Elmhurst, Illinois
  - s. R-39-2009 – A Resolution Authorizing the Execution of an Agreement Between the City of Elmhurst, Illinois, and ADT Security Services, Inc. for the Purchase, Installation and Maintenance of Wireless Radio Alarms
  - t. R-40-2009 – A Resolution Supporting the Water Conservation and Protection Program Established By the DuPage Water Commission

- u. R-41-2009 – A Resolution Authorizing the Execution of an Amendment to the Exclusive Leasing Agreements Between the City of Elmhurst, Illinois, and David King & Associates, Inc. for the Management of 180 West Park Avenue, Elmhurst, Illinois
- v. R-42-2009 – A Resolution Authorizing the Execution of a Consulting Agreement Between Van Slyke Enterprises, Inc. and the City of Elmhurst, Illinois
- w. R-43-2009 – A Resolution to Approve and Authorize the Execution of a Professional Design Engineering Services Agreement for the Anaerobic Digester at the Wastewater Treatment Plant By and Between Baxter & Woodman and the City of Elmhurst
- x. R-44-2009 – A Resolution A Resolution of the City of Elmhurst Supporting the IDOT Proposed Elgin-O'Hare West Bypass, Alternative 402 (Option D) for the Ring Road Project
- y. R-45-2009 – A Resolution Approving a Memorandum of Agreement Concerning the Collective Bargaining Agreement Between the City of Elmhurst and the Illinois Fraternal Order of Police Labor Council, FOP Lodge #81

## **6. Reports and Recommendations of Appointed and Elected Officials**

### **a. Updates (Mayor DiCianni)**

1. Mayor's Finance Task Force Recommendations
2. Miscellaneous Updates

## **7. Other Business**

## **8. Announcements**

## **9. Adjournment**

### **PLEASE NOTE:**

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

VOW

**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF THE ELMHURST, ILLINOIS  
HELD ON MONDAY, SEPTEMBER 21, 2009  
209 NORTH YORK STREET  
ELMHURST, ILLINOIS**

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**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF ELMHURST, ILLINOIS  
HELD ON MONDAY, SEPTEMBER 21, 2009  
209 NORTH YORK STREET  
ELMHURST, ILLINOIS**

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

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

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

Absent: Norman Leader, Susan J. Rose (arrived at 7:08 p.m.), Stephen Hipskind, Chris Nybo

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

Alderman Bram moved to convene into executive session for the purpose of discussing Personnel, Land Acquisition & Litigation. Alderman Gutenkauf seconded. Roll call vote:

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

Nays: None

10 yeas, 0 nays, 4 absent  
Motion duly carried

Alderman York moved to adjourn executive session. Alderman Morley seconded. Voice vote. Motion carried. Executive session adjourned at 7:30 p.m.

**CALL TO ORDER/ PLEDGE OF ALLEGIANCE/ROLL CALL**

Attendance: 48

2/4. The Regular Meeting of the Elmhurst City Council was called to order by Mayor DiCianni at 7:40 p.m.

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

Absent: Stephen Hipskind (arrived at 7:59 p.m.)

Also in Attendance: Attorney Peppers, City Treasurer Dyer, City Manager Borchert, Deputy Police Chief Doherty, Deputy Police Chief Panico

**AMERICA THE BEAUTIFUL – PERFORMED BY KEVIN SHEHAN & SUE KIM**

3. Lincoln School student Kevin Shehan and Ms. Sue Kim performed *America the Beautiful* on the cello.

The Mayor thanked Kevin and Ms. Kim for their performance. Mayor DiCianni explained that after a fire destroyed Ms. Kim's cello last spring, Kevin raised funds to replace the instrument. The Mayor stated that the community is very proud of Kevin's fundraising efforts. He stated this is Character Counts rising to the occasion.

**RECOGNITION – CHARLIE KERN, WORLD MASTERS ATHLETICS CHAMPION MEN'S 1,500 METER RUN**

5. Mayor DiCianni introduced Charlie Kern, the fastest runner in the world. Former York High School (YHS) runner and distance coach for the YHS cross country team, Charlie Kern won the Men's 1,500 meter event at the World Masters Athletics Championships in Lahti, Finland this past August. The Mayor played a portion of the movie *The Long Green Line* which highlighted Mr. Kern's coaching style. Mayor DiCianni invited Mr. Kern to the podium to share his experience.

Mr. Kern expressed what the victory has meant to him and his family. He stated this wouldn't

have been possible without the support and fundraising efforts of the community.

**SWEARING-IN OF RECRUIT POLICE OFFICERS KYLE DIELING & ADRIAN RAVELO**

6. Mayor DiCianni asked Deputy Police Chief Panico and Deputy Police Chief Doherty to join him at the podium.

Deputy Chief Doherty introduced Police Officer recruit Kyle Dieling. Mayor DiCianni invited Mr. Dieling's family to join them at the podium. The Mayor administered the oath of office for Police Officer Dieling.

Deputy Chief Panico introduced Police Officer recruit Adrian Ravelo. Mayor DiCianni invited Mr. Ravelo's family to join them at the podium. The Mayor administered the oath of office for Police Officer Ravelo.

**RECEIPT OF WRITTEN COMMUNICATIONS AND PETITIONS FROM THE PUBLIC**

7. None.

**PUBLIC FORUM**

8. Brian Sheahan  
5 St. Regis Ct.  
Elmhurst, IL 60126

Spoke as a representative of the Neighborhood Coalition against Gambling. He thanked that City Council for their leadership on banning video gambling in Elmhurst.

David Ore  
958 Bryan St.  
Elmhurst, IL 60126

Spoke of the skunk problem in Elmhurst. He stated this problem could be a health threat of rabies. He recommended a solution of fewer restrictions on caging or having the City take it away.

Sue Hansel  
473 N. Howard  
Elmhurst, IL 60126

Spoke regarding pawn shops in Elmhurst and the C3 Zoning District. She stated an ordinance for tattoo parlors etc., should also be put into place.

Richard Wilbert  
509 Howard  
Elmhurst, IL 60126

Spoke on pawn shops in Elmhurst. He asked for the ordinance to include tattoo parlors etc.

Ronald Bottens  
652 Van Auken  
Elmhurst, IL 60126

Spoke on pawn shops in Elmhurst. He asked that the ordinance be broad enough to include tattoo parlors etc.

**CONSENT AGENDA**

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

- a. MINUTES OF THE REGULAR MEETING HELD ON TUESDAY, SEPTEMBER 8, 2009 (City Clerk Spencer): Approve as published
- b. ACCOUNTS PAYABLE – SEPTEMBER 21, 2009 TOTAL \$ 1,944,610.28

- c. BID, DESIGN-BUILD PRECAST CONCRETE PACKAGE FOR THE FIRST STREET PARKING GARAGE (City Clerk Spencer): Refer to the Public Works and Buildings Committee

September 17, 2009

TO: Mayor DiCianni and Members of the City Council  
RE: Bid, Design-Build Precast Concrete Package for the First Street Parking Garage

In response to an invitation to bid on the Design-Build Precast Concrete Package for the First Street Parking Garage advertised in the Elmhurst Press on Friday, August 21, 2009, bids were received from three contractors.

Bids were opened at 10:00 a.m. on Tuesday, September 1, 2009, and following is a summary of the bids received:

<u>Contractor</u>	<u>Total Cost</u>
Illini Precast (Westchester, IL)	\$1,984,000.00
IPC, Inc. (DesMoines, IA)	\$1,984,300.00
Dukane Precast, Inc. (Naperville, IL)	\$2,350,000.00

Respectfully submitted,  
/s/ Patty Spencer  
City Clerk

- d. BID, SPRING ROAD SIDEWALK IMPROVEMENTS (City Clerk Spencer): Refer to the Public Works and Buildings Committee (see item 9h)

September 9, 2009

TO: Mayor DiCianni and Members of the City Council  
RE: Bid, Spring Road Sidewalk Improvements

In response to an invitation to bid on the Spring Road Sidewalk Improvements advertised in the Elmhurst Press on Friday, August 21, 2009, bids were received from ten (10) area contractors.

Bids were opened at 10:00 a.m. on Tuesday, September 8, 2009, and following is a summary of the bids received:

<u>Contractor</u>	<u>Total Cost</u>
Schroeder & Schroeder, Inc. (Skokie, IL)	\$281,949.00
TBS Construction & Excavating, Inc. (Naperville, IL)	\$290,562.50
Copenhaver Construction, Inc. (Gilberts, IL)	\$301,653.00
Triggi Construction, Inc. (West Chicago, IL)	\$328,670.00
G & M Cement Construction, Inc. (Addison, IL)	\$336,066.06
Alliance Contractors, Inc. (Woodstock, IL)	\$341,761.60

Kings Point General Cement, Inc. (Bensenville, IL)	\$378,102.00
Landmark Contractors, Inc. (Huntley, IL)	\$400,533.78
Continental Construction Company, Inc. (Evanston, IL)	\$418,740.00
Martam Construction, Inc. (Elgin, IL)	\$483,903.00

Respectfully submitted,  
/s/ Patty Spencer  
City Clerk

- e. REGULATION OF PAWN SHOPS AND PAYDAY LOAN ESTABLISHMENTS (City Manager Borchert): Refer to the Public Affairs and Safety Committee

September 17, 2009

To: Mayor DiCianni and Members of the City Council  
Re: Regulation of Pawn Shops and Payday Loan Establishments

It is respectfully requested that the attached memorandum from Alderman Susan Rose be referred to the Public Affairs and Safety Committee for their evaluation and recommendation back to the City Council.

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

- f. REPORT – ILLICIT DISCHARGE DETECTION AND ELIMINATION ORDINANCE AND INTERGOVERNMENTAL AGREEMENT The following report of the Public Works and Buildings Committee was presented for passage:

September 14, 2009

TO: Mayor DiCianni and Members of the City Council  
RE: Illicit Discharge Detection and Elimination Ordinance and Intergovernmental Agreement

The Public Works and Buildings Committee met on Monday, September 14, 2009 to review a modification to the City's Ordinance on Stormwater and Floodplains. The City of Elmhurst has adopted and follows the DuPage County Countywide Stormwater and Flood Plain Ordinance. The principal purpose of the Ordinance is to promote effective stormwater management measures.

The United States Congress adopted the Clean Water Act and, thereafter, the Water Quality Act to combat water pollution. The Illinois Environmental Protection Agency has issued a General National Pollution Discharge Elimination System (NPDES) permit for discharges from small municipal separate storm sewer systems. The NPDES permitting program requires municipalities to develop, adopt and implement an ordinance for the detection, prohibition and elimination of illicit discharges into the storm sewer system. The DuPage County Stormwater Management Division worked closely with the municipal engineers to develop a program to prevent water pollution and to comply with the requirements of the general NPDES Phase II permits. On May 26, 2009 the DuPage County Board approved the adoption of the DuPage County Illicit Discharge Detection and Elimination (IDDE) Ordinance.

An Intergovernmental Agreement (IGA) between DuPage County and the City of Elmhurst outlines the responsibilities for full participation in the DuPage County's illicit discharge detection and elimination program. DuPage County will monitor the outfalls, trace illicit discharges and provide information to the City as necessary for the City to carry out enforcement proceedings if violations occur. DuPage County will also prepare the IDDE section of the annual NPDES report on behalf of the City. The City will provide storm sewer atlas information to the County and assist the County with access to the storm sewer system for tracing activities. The City is required to provide DuPage

County with documentation of any enforcement action and prosecution for inclusion in the annual report.

It is therefore, the recommendation of the Public Works and Buildings Committee that the City Attorney prepare a resolution to adopt the DuPage County Illicit Discharge Detection and Elimination Ordinance and that the appropriate City officials be authorized to sign the Full Participation Intergovernmental agreement between the City of Elmhurst and DuPage County for the implementation of the illicit discharge detection and elimination program.

Respectfully submitted,  
Public Works and Building Committee

/s/ Jim Kennedy  
Chairman

/s/ Michael J. Bram  
Vice-Chairman

/s/ Pat Shea

/s/ Chris Healy

- g. REPORT – STATE OF ILLINOIS JOINT PURCHASE CONTRACT FOR ROCK SALT The following report of the Public Works and Buildings Committee was presented for passage:

September 14, 2009

TO: Mayor DiCianni and Members of the City Council  
RE: State of Illinois Joint Purchase Contract for Rock Salt

The Public Works and Buildings Committee met on Monday, September 14, 2009 to review the price for rock salt in the FY 2009-10 Joint Purchase Contract awarded by the State of Illinois, Department of Central Management Services (CMS).

The City uses rock salt to deice roadways during winter snow storms. The State Joint Purchase program provides the City delivery performance, material quality assurance, and pricing that the City could not achieve by contracting on its' own. Terms of the CMS contract are provided in Attachment "A".

The City requested 3,500 tons of rock salt for the 2009-10 winter season. The Joint Purchase Contract requires the City to purchase a minimum of 80% (2,800 tons) of that amount, and up to a maximum of 120% (4,200 tons) of the amount requested. The City will receive rock salt from Cargill Incorporated Salt Division at a bid price of \$66.61 per ton. The cost of salt has increased by \$7.36 per ton over last year's State contract price.

Funds have been provided in the FY2009/10 budget, in account number 110-6042-433-40-46, in the amount of \$157,500 for the purchase of rock salt. Funding in the amount of \$186,508 is required to purchase the minimum 2,800 tons. Funding in the amount of \$279,762 would be required for the City to purchase the maximum 4,200 tons. The dollar amount over the budgeted amount will be allocated to the Parking System Fund. Due to anticipated receipt of federal grant funds the Parking System Fund has sufficient funds to pay for the additional salt..

It is, therefore, the recommendation of the Public Works and Buildings Committee that the purchase of rock salt from Cargill Incorporated Salt Division, through the State of Illinois Joint Purchase Contract, at the contracted price of \$66.61 per ton, not to exceed \$279,762 be approved and a resolution authorizing this contract be prepared.

Respectfully submitted,  
Public Works and Building Committee

/s/ Jim Kennedy  
Chairman

/us/ Michael J. Bram  
Vice-Chairman

/s/ Pat Shea

/s/ Chris Healy

- h. REPORT – BIDS, SPRING ROAD BUSINESS DISTRICT SIDEWALK IMPROVEMENTS The following report of the Public Works and Buildings Committee was presented for passage:

September 14, 2009

TO: Mayor DiCianni and Members of the City Council  
RE: Spring Road Business District Sidewalk Improvements

The Public Works and Buildings Committee met on Monday, September 14, 2009 to review bids for the Spring Road Business District Sidewalk Improvements. Bids were received from ten (10) area contractors and are summarized on Attachment "A".

The bids received will provide for partial replacement of existing concrete sidewalk, removal of existing trees, installation of new trees and tree grates, decorative benches and trash receptacles, traffic control, and other related work. The contract requires that the above work be completed by November 20, 2009.

Schroeder & Schroeder, Inc. submitted the lowest responsible bid meeting all of the bidding requirements. Schroeder & Schroeder has performed similar work for the Villages of River Forest, Schaumburg, and Winnetka. It is reported that the work was completed in a satisfactory manner. Monies for this work have been provided in the amount of \$300,000 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 \$281,949.00 from Schroeder & Schroeder, Inc. be accepted and that a resolution authorizing this contract be prepared.

Respectfully submitted,  
Public Works and Building Committee

/s/ Jim Kennedy

Chairman

/us/ Michael J. Bram

Vice-Chairman

/s/ Pat Shea

/s/ Chris Healy

- i. REPORT – VIDEO GAMING IN ELMHURST The following report of the Public Affairs and Safety Committee was presented for passage:

September 14, 2009

To: Mayor DiCianni and Members of the City Council  
Re: Video Gaming in Elmhurst

The Public Affairs and Safety Committee met on August 24, 2009 and again on September 14, 2009 to consider the recently passed State of Illinois Public Act 096-0034 legalizing Video Gaming in the State of Illinois as a way to generate revenue.

It is the belief of the Public Affairs and Safety Committee that video gaming is inappropriate for Elmhurst due to the possible negative social costs. Video gaming would also place an additional burden upon the Elmhurst Police Department.

The law includes a provision for local governments to prohibit video gaming. Section 27 reads: "Prohibition of video gaming by political subdivision. A municipality may pass an ordinance prohibiting video gaming within the corporate limits of the municipality."

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Council authorize the City Attorney to prepare the appropriate ordinance prohibiting video gaming in Elmhurst.

Respectfully submitted,  
Public Affairs and Safety Committee

/s/ Patrick Wagner

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

- j. REPORT – HILLSIDE AND FAIRFIELD AVENUES AT WILSON STREET STOP SIGN REQUEST The following report of the Public Affairs and Safety Committee was presented for passage:

September 14, 2009

To: Mayor DiCianni and Members of the City Council  
RE: Hillside and Fairfield Avenues at Wilson Street Stop Sign Request

The Public Affairs and Safety Committee met on September 14, 2009 to discuss the status of the request for Stop Signs at the intersections of Hillside and Fairfield Avenues at Wilson Street.

In response to a neighborhood request, Brent Coulter of Coulter Transportation Consulting reviewed the intersections of Hillside and Fairfield Avenues at Wilson Street. The request was to install stop signs at the intersections. Mr. Coulter's findings cite that yield signs are warranted on the Wilson Street approaches to both Hillside and Fairfield Avenues, based on existing intersection sight distances of between 60 to 100 feet.

During the process of performing the requested reviews, Mr. Coulter noted that the geographical area bounded by Vallette and Madison Streets, Berkley Avenue, and Spring Road would have one remaining uncontrolled intersection. Upon further investigation, Mr. Coulter found sight lines which support installation of yield signs on the Hillside Avenue approach to McKinley Avenue.

Therefore, staff recommends that yield signs be placed at this intersection as well. The Public Affairs and Safety Committee concurs with the City Engineering recommendation.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the appropriate ordinances be drafted and adopted by the City Council to provide Yield Signs at the Wilson Street approach to Hillside and Fairfield Avenues at Wilson Street and the Hillside Avenue approach to McKinley Avenue.

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

- k. REPORT – BENSENVILLE FIRE PROTECTION DISTRICT #1 SIX-MONTH EXTENSION The following report of the Public Affairs and Safety Committee was presented for passage:

September 14, 2009

To: Mayor DiCianni and Members of the City Council  
RE: Bensenville Fire Protection District #1 Six-Month Extension

On September 14, 2009, the Public Affairs and Safety Committee met to discuss the status of the intergovernmental agreement with the Bensenville Fire Protection District #1 (BFPD). Per council action in the fall of 2008, the BFPD #1 was given a one-year extension to develop a plan to provide funding to continue fire protection services through the City of Elmhurst.

At the September 8, 2008 Public Affairs and Safety Committee meeting, a number of residents of BFPD #1 stated that they preferred to have Elmhurst as their first responding fire department and that they would work with the Fire Protection Board and their neighbors to find a way to pay the agreement calculated annual service fee and to catch up to the past payment short falls.

The City of Elmhurst sent out a survey with three options:

1. Annexation into the City of Elmhurst

2. Develop a Special Service Area
3. Terminate Service

The vast majority of responses selected termination of service with the stipulation that they develop their own fire protection district and levy a tax of .40%. The research was done on the possibility of implementing a new district and increasing the tax levy to .40%. This process would be time consuming and difficult. After a meeting with the District Board, the Board offered to place a referendum on the February 2010 ballot to increase the tax levy to .40% which would allow the district to pay its fair share for fire protection services.

It is therefore the recommendation of the Public Affairs and Safety Committee that a six-month extension would be appropriate to allow the referendum to be proposed and the results to be determined to allow the district to pay their fair share of payments to the City of Elmhurst.

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

- I. REPORT – REAL ESTATE CONSULTANT SERVICES The following report of the Finance, Council Affairs and Administrative Services Committee was presented for passage:

September 15, 2009

To: Mayor DiCianni and Members of the City Council  
Re: Real Estate Consultant Services

The Finance, Council Affairs and Administrative Services Committee meet twice, most recently September 14, 2009, to review real estate consultant services provided by Van Slyke Enterprises, Inc.

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

The consultant agreement between Mr. Van Slyke and the City of Elmhurst has expired, and staff recommends entering into a new agreement with Van Slyke Enterprises, Inc. The Finance Committee reviewed the real estate consultant's responsibilities, and the number of hours worked in the recent past (1,004 in fiscal 2007, 809 in 2008, 1,024 in 2009 and 201 during first quarter of 2010). It was the consensus of the Finance Committee that a consultant for real estate services provided the City with flexibility to use the services as needed, and that Mr. Van Slyke was well-qualified to provide that service. The Finance Committee also agreed on a cap, without further review by City Council, of 1,040 hours annually (20 hours per week average), a contract term of three years, and an hourly rate of \$100 for the duration of the contract. After review and discussion, the Finance Committee concurred with staff recommendation to enter into a new agreement with Van Slyke Enterprises, Inc.

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

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

- m. REPORT – RENTAL RESIDENTIAL REGULATIONS – REQUEST FOR REVIEW The following report of the Development, Planning and Zoning Committee was presented for passage:

September 9, 2009

TO: Mayor DiCianni and Members of the City Council  
RE: Rental Residential Regulations – Request for Review

The Development, Planning and Zoning Committee met to review the topic of rental residential regulations on June 8, July 13 and 27, and September 14, 2009. The Committee has reviewed similar requests in the past, as they related to property maintenance issues primarily for residential locations. Most recently, this was considered as a separate request for review of vacant properties, in March 2009.

At all DPZ Committee meetings, the Committee and Staff, including at times Police Chief Neubauer, Fire Chief Kopp, PZED Director Said and Zoning & Planning Administrator Werner, discussed current status of rental properties in the community. Some existing issues with rental homes are partly attributable to the current economic situation, which has resulted in more homeowners (who may have little to no experience in rental property) renting out properties that would have otherwise sold.

It was specifically noted that both the Police Chief and Fire Chief support the Chronic Nuisance Ordinance, and believe it can effectively control property issues through its use. The Chronic Nuisance Ordinance, as a “performance” measurement of a property, allows the City to pursue owners of those locations with persistent illegal activities, such as physical maintenance or resident behavior (whether owners or tenants), and it has been especially useful for single-family properties. The following additional comments were identified by the Committee as factors in this review:

- In situations of problematic resident conduct, Police Chief Neubauer stated that the Police Department responds when promptly informed of such complaints. Chief Neubauer emphasized that neighbors should call 911 when disruptive behavior is observed.
- Review of rental residential *licensing* from other communities indicates that such programs are more appropriate for multi-family residential areas due to the concentration of dwelling units (typically be a single ownership party) in relatively close proximity. This translates to easier enforcement, inspection and overall administration for such multi-family applications.
- No data has been found or provided to support the need for a new rental residential ordinance, especially considering the predominance of single-family housing in the Elmhurst community. Current city budget restrictions and limited funds from rental licensing program fees would not cover the significant costs for staff administration of a rental residential program. The Committee therefore concluded that the implementation of this type of program is cost prohibitive.
- The Committee also concluded that the impending local adjudication process would further help code enforcement in the community. Local adjudication is a process whereby the City will create its own “code hearing unit” with a local hearing officer, who will conduct hearings locally regarding all matters of code enforcement, including the Chronic Nuisance Ordinance, as well as other matters. This translates to more efficient and timely review of violations, thereby speeding up corrective action and compliance.

- Even before implementing local adjudication, the Police Chief indicates that the City's Chronic Nuisance Ordinance continues to be a very effective tool for code enforcement for single-family home properties (including rental properties). Since the program started at the beginning of 2008:
- 1) There have been a total of 93 cases; 17 cases addressed code enforcement issues such as property maintenance, while the remaining 76 were for parties, drinking, drug, and other behavioral violations.
  - 2) The Police Department has experienced a 95% "success rate" for the Program. Of the 93 properties identified, only 5 received a second violation notice within 180 days, while no properties have risen to a level of 3 violations within 180 days. If there were 3 violations on the property within 180 days, the owner could be fined up to \$1000 per day.
  - 3) Using the Chronic Nuisance ordinance the Police Department has received good cooperation from property owners to reconcile issues on their properties in all cases except one.

In conclusion, the Committee supports continued City enforcement efforts through existing tools such as the Chronic Nuisance Ordinance and impending local adjudication. The Committee does not support creating a new ordinance for rental residential licensing. Therefore, it is the recommendation of the Development, Planning and Zoning Committee that no new ordinance be created at this time.

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

- n. REPORT – ZONING ORDINANCE TEXT AMENDMENTS FOR PAYDAY LOAN ESTABLISHMENTS – REQUEST FOR REVIEW The following report of the Development, Planning and Zoning Committee was presented for passage:

September 15, 2009

TO: City Manager Thomas P. Borchert  
RE: Zoning Ordinance Text Amendments for Payday Loan Establishments – Request for Review

Based on Development, Planning and Zoning Committee discussion at the September 14, 2009 Committee meeting regarding pawnshops and payday loan businesses, we respectfully request that the City Council authorize City application for text amendments regarding payday loan establishments. This would allow Staff to submit an application on the City's behalf for detailed review by the Zoning & Planning Commission. The DPZ Committee proposes that more restrictive zoning controls be put in place for payday loan establishments. The Committee notes that in difficult economic times, it is possible that such businesses could become more prevalent, and even predominant, without more restrictive controls.

The Committee proposes these restrictions to protect the community due to the potentially predatory nature of payday loan establishments. Such businesses provide short-term loans at interest rates that are very unfavorable for the typical consumer. In a more difficult economic climate, there can be an increase in the number of consumers with short-term financial difficulties, prompting them to pay bills and expenses on a "paycheck-to-paycheck" basis.

On a related note, Alderman Rose submitted a separate request for review of licensing and related regulations for these types of establishments, to establish comprehensive City controls regarding payday loan (and pawnshop) businesses.

It is therefore respectfully requested that the City Council authorize City staff to file application to the Zoning and Planning Commission for text amendments regarding payday loan establishments.

Respectfully submitted,

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

- o. O-35-2009 – AN ORDINANCE AUTHORIZING THE SALE BY AUCTION OF PERSONAL PROPERTY OWNED BY THE CITY OF ELMHURST

Ordinance O-35-2009 was presented for passage.

- p. O-36-2009 – AN ORDINANCE MAKING APPROPRIATIONS FOR SPECIAL SERVICE AREA NUMBER TWELVE OF THE CITY OF ELMHURST FOR THE FISCAL YEAR BEGINNING MAY 1, 2009 AND ENDING APRIL 30, 2010

Ordinance O-36-2009 was presented for passage.

- q. O-37-2009 – AN ORDINANCE MAKING APPROPRIATIONS FOR SPECIAL SERVICE AREA NUMBER THIRTEEN OF THE CITY OF ELMHURST FOR THE FISCAL YEAR BEGINNING MAY 1, 2009 AND ENDING APRIL 30, 2010

Ordinance O-37-2009 was presented for passage.

- r. O-38-2009 – AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE LICENSE AGREEMENT BY AND BETWEEN ELMHURST KNIGHTS OF COLUMBUS AND THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS

Ordinance O-38-2009 was presented for passage.

- s. O-39-2009 – AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF RESTATED AND AMENDED COOPERATION AGREEMENT BETWEEN THE ELMHURST HERITAGE FOUNDATION AND THE CITY OF ELMHURST, DUPAGE COUNTY, ILLINOIS

Ordinance O-39-2009 was presented for passage.

- t. R-32-2009 – A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT BETWEEN THE CITY OF ELMHURST, ILLINOIS, AND UTILITY DYNAMICS CORPORATION, FOR THE SPRING ROAD BUSINESS DISTRICT LIGHTING IMPROVEMENTS

Resolution R-32-2009 was presented for passage.

- u. R-33-2009 – A RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE ORDER BETWEEN THE CITY OF ELMHURST, ILLINOIS AND STEINER ELECTRIC COMPANY, FOR THE SPRING ROAD BUSINESS DISTRICT STREETLIGHT MATERIALS

Resolution R-33-2009 was presented for passage.

- v. R-34-2009 – A RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE ORDER BETWEEN THE CITY OF ELMHURST, ILLINOIS, AND INSITUFORM TECHNOLOGIES (SUB-CONTRACTOR IS SUBURBAN GENERAL), FOR THE 2009 SANITARY SEWER CIPP LINING CHANGE ORDER

Resolution R-34-2009 was presented for passage.

- w. R-35-2009 – A RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE ORDER BETWEEN THE CITY OF ELMHURST, ILLINOIS, AND CARGIL, INC. SALT DIVISION, FOR THE 2009-10 STATE OF ILLINOIS JOINT PURCHASE CONTRACT FOR ROCK SALT

Resolution R-35-2009 was presented for passage.

Alderman Rose removed item **9e. Regulation of Pawn Shops and Payday Loan Establishments**. Alderman Wagner removed item **9k. Report – Bensenville Fire Protection District #1 Six-Month Extension**. Alderman Pezza removed item **9l. Report – Real Estate Consultant Services**.

Alderman Bram moved to approve the contents of the Consent Agenda less items **9e. Regulation of Pawn Shops and Payday Loan Establishments, 9k. Report – Bensenville Fire Protection District #1 Six-Month Extension and 9l. Report – Real Estate Consultant Services**. Alderman Hipskind seconded. Roll call vote:

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

Nays: None

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

Alderman Rose moved to approve item **9e. Regulation of Pawn Shops and Payday Loan Establishments**. Alderman Pezza seconded.

Alderman Rose stated even though it is a referral she pulled item **9e. Regulation of Pawn Shops and Payday Loan Establishments** to make sure that the Public Affairs and Safety Committee includes payday loan establishments, etc. for a thorough review. She stated not only zoning, but other regulations and enforcements should be recommended.

Item **9e. Regulation of Pawn Shops and Payday Loan Establishments** was referred without objection to the Public Affairs and Safety Committee.

Alderman Wagner stated he pulled item **9k. Report – Bensenville Fire Protection District #1 Six-Month Extension** to postpone it for two (2) weeks. Alderman Nybo seconded. Item **9k. Report – Bensenville Fire Protection District #1 Six-Month Extension** was postponed for two (2) weeks.

Alderman Pezza moved to approve item **9l. Report – Real Estate Consultant Services**. Alderman Wagner seconded.

Alderman Pezza stated she pulled item **9l. Report – Real Estate Consultant Services** so that she could on record requesting that the City Attorney include items in the consultant agreement that will further define the City's agreement with Van Slyke Enterprises.

Roll call vote on item **9l. Report – Real Estate Consultant Services**:

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

Nays: None

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

#### COMMITTEE REPORTS

10. a. REPORT – CASE NUMBER 09 P-06/CITY OF ELMHURST ZONING ORDINANCE TEXT AMENDMENT The following report of the Development, Planning and Zoning Committee was presented for passage:

September 15, 2009

TO: Mayor DiCianni and Members of the City Council

RE: Case Number 09 P-06/City of Elmhurst Zoning Ordinance Text Amendment

Request by the City of Elmhurst, as petitioner, to amend certain provisions of the Elmhurst Zoning Ordinance with respect to pawnshop uses in Commercial Districts.

The Development, Planning and Zoning Committee met on September 14, 2009, to review the application and details regarding this request. The Committee reviewed applicable sections of the Zoning Ordinance, and the transcript of the public hearing.

The City of Elmhurst, as applicant, is requesting amendments to the Zoning Ordinance as follows:

- Delete Pawnshops as a permitted use in the C-1, C-2, and C-4 Districts;
- Pawnshops would continue to be a permitted use in the C-3 District. *(Note: The Zoning & Planning Commission determined that pawnshops should be a Conditional Use in the C3 district which the DPZ Committee also supported);*
- Add a definition for Pawnshops. *(See attached)*

The DPZ Committee's discussion focused on a number of aspects associated with pawnshops and zoning regulations. They concluded, based on advice of Staff and City Attorney, that it is advisable to provide a mechanism to allow such uses in a limited area of the community. After discussion, the Committee concurred with the recommendation that the most appropriate area for such uses is the C-3 District, and they noted that there are 4 areas of C-3 zoning located in various areas of Elmhurst.

The Committee emphasized that it is important to provide significant controls in the Zoning Ordinance regarding pawnshops, hence they concurred with the recommendation that such uses only be allowed as conditional uses. The Committee reviewed the Standards for Conditional Uses and agreed that these Standards address potential issues associated with pawnshops, such as public health and safety.

The Committee then discussed other related matters, including pawnshop licensing, and zoning and licensing matters related to payday loan establishments. The Committee noted that pawnshops are financial institutions by definition, not retail stores, as they loan money in exchange for goods received as collateral. The Committee will submit a separate report recommending review of zoning regulations for payday loan establishments, and Ald. Rose provided a report recommending further review of licensing matters related to such businesses.

The Committee concluded review and discussion with a positive recommendation regarding the proposed text amendments as detailed above. Therefore, the Development, Planning and Zoning Committee recommend approval of the requested text amendments as outlined in the Zoning and Planning Commission report. The City Attorney is hereby directed to prepare the necessary documents for City Council approval.

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

Alderman Morley moved to approve item **10a. Report – Case Number 09 P-06/City of Elmhurst Zoning Ordinance Text Amendment.** Alderman Rose seconded.

Alderman Morley stated the Development, Planning and Zoning Committee reviewed the Zoning and Planning Commission (Z&P) report and approve what the commission put forth. He stated the Z&P Commission report recommends restricting pawn shop use in the C3 District to conditional use only.

Aldermen Rose and Leader urged the Council to vote in favor of the recommendation.

Alderman Bram asked for clarification on the bullet point items in the committee report and asked if it was necessary to make an amendment to the motion.

Attorney Peppers assured Alderman Bram that the definitions in the report will be in the ordinance.

Roll call vote on item **10a. Report – Case Number 09 P-06/City of Elmhurst Zoning Ordinance Text Amendment:**

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

Nays: None

Results: 14 ayes, 0 nays, 0 absent

Motion duly carried

**REPORTS AND RECOMENDATIONS OF APPOINTED AND ELECTED OFFICIALS**

11. a. UPDATES (Mayor DiCianni)

Mayor DiCianni announced several appointments to the Senior Commission.

Alderman Gutenkauf, point of order, stated these appointments were not on the Consent Agenda.

City Manager Borchert stated the Mayor's announcement was informational. The appointments will appear in two (2) weeks on the Consent Agenda for Council approval.

**ORDINANCES**

12. a. MCO-18-2009 – AN ORDINANCE PROHIBITING VIDEO GAMING WITHIN THE CITY OF ELMHURST

Ordinance MCO-18-2009 was presented for passage.

Mayor DiCianni stated his opposition to allow gambling in Elmhurst. He stated the DuPage Mayors & Managers Conference opposes gambling for all of their communities as well.

Alderman Mulliner, point of order, before Council can vote on item **12a. MCO-18-2009 – An Ordinance Prohibiting Video Gaming Within the City of Elmhurst**, a vote must be taken to suspend the rules. Alderman Mulliner moved to suspend the rules. Alderman Hipskind seconded. Voice vote, motion carried.

Alderman Hipskind moved to approve item **12a. MCO-18-2009 – An Ordinance Prohibiting Video Gaming Within the City of Elmhurst**. Alderman Mulliner seconded. Roll call vote:

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

Nays: None

Results: 14 ayes, 0 nays, 0 absent

Motion duly carried

**OTHER BUSINESS**

13. Alderman Bram asked Mayor DiCianni to report on the meeting he attended last week on the O'Hare Airport Expansion, Western Access.

Mayor DiCianni stated he was not able to attend, but City Manager Borchert, Public Works Director Hughes, and Acting Assistant City Manager Kopp attended.

City Manager Borchert stated they are moving forward with the east/west access and at the southern end of the airport to Grand Avenue and reconnect to 294. He stated the City will be asked to sign a resolution as to ramps and/or how to access them. City Manager Borchert stated there could be impact for northeast Elmhurst, pro and con. He stated he would follow-up.

Alderman Bram asked what option will be connecting 294 to Grand Avenue?

Mayor DiCianni replied option 203D. Mayor DiCianni stated the Western Cook County and Eastern DuPage Mayors are working together.

City Manager Borchert stated clarification for Council will come from the PW&B Committee. Staff needs to understand the details.

Alderman Rose stated northeast Elmhurst cannot be sacrificed for the region. That is asking for a critical sacrifice for Elmhurst homeowners.

Alderman Bram stated he is receiving O'Hare noise complaint calls. He asked about the suburban noise commission.

Mayor DiCianni stated we are fighting for sound proofing. It is a work in progress.

The City Manager stated Elmhurst is a member of the Suburban O'Hare Commission (SOC) and mobile vans will be used to monitor noise.

Alderman Healy suggested the Council receive an update on drugs in our community. He stated he is getting questions on what is the City doing about drugs in town.

Mayor DiCianni stated the Police Department will be involved in intervention and enforcement. The City Manager will give a report at the next Council meeting.

Alderman Pezza stated on a positive note Elmhurst's proximity and easy access to O'Hare is an attraction which brings people to live in Elmhurst.

#### **ANNOUNCEMENTS**

14. Alderman Wagner reminded the community to visit the City's website link to nuisance wildlife. He stated it is full of suggestions for managing wildlife problems, particularly skunks. He stated it's a "stinky issue." Alderman Wagner reported that the City tries very hard to react to this problem; more so than surrounding communities.

Alderman Bram concurred with Alderman Wagner's statements regarding the skunk population in Elmhurst.

#### **ADJOURNMENT**

15. Alderman Gutenkauf moved to adjourn the meeting. Aldermen Hipskind seconded. Voice Vote. Motion carried. Meeting adjourned 9:10 p.m.

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Peter P. DiCianni, III, Mayor

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Patty Spencer, City Clerk

VOW

CITY OF ELMHURST

ACCOUNTS PAYABLE SUMMARY SHEET

SEPTEMBER 30, 2009

	<u>REGULAR</u>	<u>INTERIM</u>	<u>TOTAL</u>
<b><u>CHECKS</u></b>			
GENERAL FUND	\$958,219.10	\$3,879.90	\$962,099.00
LIBRARY FUND	19,756.92	692.89	20,449.81
REDEVELOPMENT	3,865.58	-	3,865.58
STORMWATER	1,061.67	-	1,061.67
PUBLIC FACILITIES CONSTR	29,304.13	361.57	29,665.70
MUNICIPAL UTILITY FUND	296,876.02	3,632.78	300,508.80
PARKING REVENUE SYSTEM FUND	8,191.66	-	8,191.66
TRUST & DEPOSIT FUND	-	727.00	727.00
FIRE PENSION FUND	350.00	-	350.00
POLICE PENSION FUND	-	(600.00)	(600.00)
	<u>1,317,625.08</u>	<u>8,694.14</u>	<u>1,326,319.22</u>

FINANCE REVIEW

*Mary K. Gators*

CITY MANAGER REVIEW

*James H. Gators*

TO THE CITY TREASURER,

THE PAYMENT OF THE ABOVE LISTED AMOUNTS HAS BEEN APPROVED BY THE CITY COUNCIL AT A MEETING HELD ON OCTOBER 5, 2009 AND YOU ARE HEREBY AUTHORIZED TO PAY THEM FROM THE APPROPRIATE BUDGET ACCOUNT.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

PREPARED 09/28/2009, 11:00:20  
 PROGRAM: GM339L  
 CITY OF ELMHURST, ILLINOIS  
 CITY

EXPENDITURE APPROVAL LIST  
 AS OF: 09/30/2009 CHECK DATE: 10/08/2009

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
0000009	ACE HARDWARE							
265038	008622	01		09/30/2009	110-4020-422.60-68	BRUSHES/MIXING COMPOUND	3.48	
265036	008623	01		09/30/2009	110-4020-422.60-68	SPRAY PAINT	10.47	
265111	008970	01		09/30/2009	110-4025-424.40-98	MEASURING TAPE	8.09	
265046	008704	01		09/30/2009	110-6041-432.40-53	TOOL	8.08	
264777	008583	01		09/30/2009	110-6046-418.50-01	LAMP REPLACEMENT	3.59	
264868	008584	01		09/30/2009	110-7060-451.50-01	BROOM	9.89	
265043	008703	01		09/30/2009	110-7060-451.60-44	EXHIBIT SUPPLIES	65.23	
						VENDOR TOTAL *	108.83	
0002416	ADDISON AUTO INTERIORS							
10093	008916	01		09/30/2009	110-6047-512.50-02	TRK/PARTS PW74	120.00	
						VENDOR TOTAL *	120.00	
0008328	ADT SECURITY SERVICES, INC							
00043611	008528	01		09/30/2009	110-7060-451.30-98	SECURITY SVCS	148.87	
						VENDOR TOTAL *	148.87	
0014376	AEREX PEST CONTROL							
798516	008572	01		09/30/2009	110-4020-422.50-01	PEST CONTROL	33.00	
798517	008576	01		09/30/2009	110-4020-422.50-01	PEST CONTROL	45.00	
798515	008574	01		09/30/2009	110-5030-421.30-98	PEST CONTROL	43.00	
798514	008573	01		09/30/2009	110-6046-418.50-01	PEST CONTROL	54.00	
798513	008575	01		09/30/2009	110-6046-418.50-01	PEST CONTROL	43.00	
798554	008577	01		09/30/2009	110-6046-418.50-01	PEST CONTROL	86.00	
798553	008570	01		09/30/2009	110-7060-451.50-01	PEST CONTROL	23.00	
798447	008571	01		09/30/2009	110-7060-451.50-01	PEST CONTROL	28.00	
						VENDOR TOTAL *	355.00	
0007472	AIRGAS NORTH CENTRAL							
105764077	008292	01		09/30/2009	110-6047-512.40-98	SUPPLIES	398.84	
						VENDOR TOTAL *	398.84	
0003441	ALEXANDER CHEMICAL CORP							
0421768	008714	01		09/30/2009	510-6057-502.40-10	CHLORINE	1,027.00	
						VENDOR TOTAL *	1,027.00	
0000016	ALEXANDER EQPT CO INC							
65785	008859	01		09/30/2009	110-6043-434.40-53	EQUIP REPLACEMENT	116.00	
65957	008912	01		09/30/2009	110-6043-434.40-98	CABLING SUPPLIES	113.00	
65669	008230	01		09/30/2009	110-6047-512.50-16	PILOT BEARING	58.00	
						VENDOR TOTAL *	287.00	
0016508	ALL AMERICAN LANDSCAPING LTD							
1116	008612	01		09/30/2009	110-6043-434.30-34	GRASS CUTTING	125.00	
1115	008613	01		09/30/2009	110-6043-434.30-34	GRASS CUTTING	125.00	
						VENDOR TOTAL *	250.00	
0016250	ALLIED GARAGE DOOR INC							



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
0000039	ARROW UNIFORM							
06-447794	008325		01	09/30/2009	110-6041-432.40-62	UNIFORM SUPPLIES	104.00	
146522	008681		01	09/30/2009	110-6041-432.40-62	FREIGHT/VOLUME DISCOUNT	193.35	
133664	008683		01	09/30/2009	110-6041-432.40-62	UNIFORM SUPPLIES	672.28	
06-450423	008898		01	09/30/2009	110-6041-432.40-62	UNIFORM SUPPLIES	104.00	
06-447794	008326		01	09/30/2009	510-6052-501.40-62	UNIFORM SUPPLIES	104.00	
146522	008682		01	09/30/2009	510-6052-501.40-62	FREIGHT/VOLUME DISCOUNT	193.34	
133664	008684		01	09/30/2009	510-6052-501.40-62	UNIFORM SUPPLIES	672.27	
06-450423	008899		01	09/30/2009	510-6052-501.40-62	UNIFORM SUPPLIES	104.00	
VENDOR TOTAL *							1,373.86	
0006116	ART INSTITUTE OF CHICAGO							
09/14/2009	008706		01	09/30/2009	110-7060-451.60-64	PHOTOCOPIES	12.00	
VENDOR TOTAL *							12.00	
0003804	ARTS RV SALES							
4083002	008931		01	09/30/2009	110-6047-512.50-16	TRK/PARTS PW136	27.65	
4082975	008932		01	09/30/2009	110-6047-512.50-16	TRK/PARTS PW136	9.30	
VENDOR TOTAL *							36.95	
0007161	ASSOCIATED TIRE & BATTERY CO, INC							
445858	008648		01	09/30/2009	110-6047-512.50-16	PARTS/SUPPLIES	266.01	
445953	008725		01	09/30/2009	110-6047-512.50-16	PARTS/SUPPLIES	54.00	
VENDOR TOTAL *							320.01	
0012277	AT&T							
63053030075410	008144		01	09/30/2009	110-0086-453.30-75	MONTHLY PHONE	66.18	
63053030075410	008145		01	09/30/2009	110-0094-454.30-75	MONTHLY PHONE	24.82	
63053030075410	008128		01	09/30/2009	110-1001-411.30-75	MONTHLY PHONE	1,158.12	
63053030075410	008130		01	09/30/2009	110-2006-413.30-75	MONTHLY PHONE	380.53	
63053030075410	008132		01	09/30/2009	110-2007-413.30-75	MONTHLY PHONE	181.99	
63053030075410	008133		01	09/30/2009	110-2008-413.30-75	MONTHLY PHONE	1,091.94	
63029919617851	008844		01	09/30/2009	110-2008-413.30-98	MONTHLY PHONE	225.77	
63029919307818	008845		01	09/30/2009	110-2008-413.30-98	MONTHLY PHONE	225.77	
63053030075410	008134		01	09/30/2009	110-3015-414.30-75	MONTHLY PHONE	256.44	
63053030075410	008136		01	09/30/2009	110-4020-422.30-75	MONTHLY PHONE	363.98	
70822603773592	008828		01	09/30/2009	110-4020-422.30-75	MONTHLY PHONE	129.67	
70822603029680	008829		01	09/30/2009	110-4020-422.30-75	MONTHLY PHONE	105.04	
70822603009682	008835		01	09/30/2009	110-4020-422.30-75	MONTHLY PHONE	105.04	
63083200803668	008836		01	09/30/2009	110-4020-422.30-75	MONTHLY PHONE	92.81	
70822603019681	008839		01	09/30/2009	110-4020-422.30-75	MONTHLY PHONE	105.04	
63022613552388	008930		01	09/30/2009	110-4020-422.30-75	MONTHLY PHONE	268.45	
63053030075410	008143		01	09/30/2009	110-4022-423.30-75	MONTHLY PHONE	215.08	
63053030075410	008137		01	09/30/2009	110-4025-424.30-75	MONTHLY PHONE	165.45	
63053088927504	008111		01	09/30/2009	110-5030-421.30-75	MONTHLY PHONE	50.87	
63053033512328	008112		01	09/30/2009	110-5030-421.30-75	MONTHLY PHONE	116.02	
63053050866185	008126		01	09/30/2009	110-5030-421.30-75	MONTHLY PHONE	29.85	
63053030075410	008138		01	09/30/2009	110-5030-421.30-75	MONTHLY PHONE	2,564.42	
70822603942320	008826		01	09/30/2009	110-5030-421.30-75	MONTHLY PHONE	129.67	

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0012277	AT&T									
63022603952325	008830				01	09/30/2009	110-5030-421.30-75	MONTHLY PHONE	35.90	
63053030075410	008139				01	09/30/2009	110-6040-431.30-75	MONTHLY PHONE	1,100.22	
63029979019998	008832				01	09/30/2009	110-6040-431.30-75	MONTHLY PHONE	240.96	
63029950643667	008833				01	09/30/2009	110-6040-431.30-75	MONTHLY PHONE	127.16	
63029950633668	008834				01	09/30/2009	110-6040-431.30-75	MONTHLY PHONE	103.42	
70822613280851	008838				01	09/30/2009	110-6040-431.30-75	MONTHLY PHONE	105.04	
70822611450803	008842				01	09/30/2009	110-6040-431.30-75	MONTHLY PHONE	926.35	
630R0608273403	008831				01	09/30/2009	110-6046-418.50-01	MONTHLY PHONE	99.51	
630R0605979200	008843				01	09/30/2009	110-6046-418.50-01	MONTHLY PHONE	99.51	
63053030075410	008142				01	09/30/2009	110-7060-451.30-75	MONTHLY PHONE	248.17	
63083313263643	008692				01	09/30/2009	110-7060-451.30-75	MONTHLY PHONE	144.87	
63053030075410	008140				01	09/30/2009	510-6050-501.30-75	MONTHLY PHONE	157.17	
70822611739932	008837				01	09/30/2009	510-6052-501.30-75	MONTHLY PHONE	193.70	
70822611450803	008841				01	09/30/2009	510-6052-501.30-75	MONTHLY PHONE	463.18	
63053030075410	008141				01	09/30/2009	510-6055-502.30-75	MONTHLY PHONE	297.80	
70822603793590	008827				01	09/30/2009	510-6055-502.30-75	MONTHLY PHONE	129.67	
70822611450803	008840				01	09/30/2009	510-6055-502.30-75	MONTHLY PHONE	463.18	
								VENDOR TOTAL *	12,988.76	
0018186	ATOMIC CLOCKS ONLINE									
45871	008332				01	09/30/2009	382-0000-463.80-35	CLOCKS	185.89	
								VENDOR TOTAL *	185.89	
0012291	AUTO TECH CENTERS INC									
210573	008229				01	09/30/2009	110-6047-512.50-20	TIRES/PD-5, PD-40	482.16	
210911	008926				01	09/30/2009	110-6047-512.50-20	TIRES/PD-12	409.36	
210912	008927				01	09/30/2009	110-6047-512.50-20	STOCK	307.02	
								VENDOR TOTAL *	1,198.54	
0008569	BATTERIES PLUS									
288-159945	008727				01	09/30/2009	110-4020-422.40-98	SUPPLIES	58.00	
288-159352	008726				01	09/30/2009	110-5030-421.40-98	SUPPLIES	66.32	
								VENDOR TOTAL *	124.32	
0013075	BERKELEY TRUCKING INC									
34985	008661				01	09/30/2009	510-6052-501.30-81	HAULING SVCS	925.00	
34990	008662				01	09/30/2009	510-6052-501.40-57	STONE	1,738.34	
34994	008663				01	09/30/2009	510-6056-502.40-49	STONE	1,659.38	
								VENDOR TOTAL *	4,322.72	
0000061	BERKHEIMER CO INC, G W									
049452	008588				01	09/30/2009	110-6046-418.50-01	A/C INSTALLATION	65.40	
845755	008589				01	09/30/2009	110-6046-418.50-01	RETURNED MERCHANDISE	9.39	
845754	008590				01	09/30/2009	110-6046-418.50-01	RETURNED MERCHANDISE	37.75	
								VENDOR TOTAL *	18.26	
0007199	BRETT EQPT CORP									
INV-016708	008907				01	09/30/2009	110-6047-512.50-16	HIGHLIGHTER SOLARIS	384.18	

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0007199	BRETT EQPT CORP							
						VENDOR TOTAL *	384.18	
0007850 499096	BREWER CO 009003			01 09/30/2009	110-6041-432.40-52	PAVEMENT STRIPING PARTS	240.00	
						VENDOR TOTAL *	240.00	
0001899 00224760 00224632	BRISTOL HOSE & FITTING MAIN WAREHSE 008933 008934			01 09/30/2009 01 09/30/2009	110-6047-512.50-16 110-6047-512.50-16	TRK/PARTS PW94 TRK/PARTS PW74	101.99 41.43	
						VENDOR TOTAL *	143.42	
0004849 09/01-09/16/09	BULLWINKEL, BENTON 008310			01 09/30/2009	110-0086-453.30-52	CATV PROF SVCS	337.75	
						VENDOR TOTAL *	337.75	
0000084 09/01-09/16/09	BURGIN, DENNIS 008318			01 09/30/2009	110-0086-453.30-52	CATV PROF SVCS	142.50	
						VENDOR TOTAL *	142.50	
0004821 09-02 09-02	C-A CEMENT CONST INC 008966 008967			01 09/30/2009 01 09/30/2009	110-6041-432.80-15 110-6041-432.30-08	STREET RESURFACING CHIP/SEAL MAINT	395,225.60 28,472.85	
						VENDOR TOTAL *	423,698.45	
0017848 024435	CAMPANELLA TRKG & MATL INC 008667			01 09/30/2009	510-6052-501.40-57	STONE	588.12	
						VENDOR TOTAL *	588.12	
0004296 332309 332845	CANTEEN CORP 008328 008562			01 09/30/2009 01 09/30/2009	110-6046-418.40-98 110-6046-418.40-98	VENDING MACHINE REFILL VENDING MACHINE REFILL	73.11 122.63	
						VENDOR TOTAL *	195.74	
0012518 011338	CAR REFLECTIONS 008935			01 09/30/2009	110-6047-512.50-16	PARTS/SUPPLIES	226.00	
						VENDOR TOTAL *	226.00	
0017032 403143	CARDSDIRECT LLC 008425			01 09/30/2009	110-5030-421.40-98	HOLIDAY CARDS	141.00	
						VENDOR TOTAL *	141.00	
0008716 017686 017686 017686 017686 017686 017686	CASE LOTS INC 008906 008900 008901 008902 008904 008903			01 09/30/2009 01 09/30/2009 01 09/30/2009 01 09/30/2009 01 09/30/2009 01 09/30/2009	110-4020-422.40-24 110-6041-432.40-98 110-6043-434.40-98 110-6044-435.40-98 110-6047-512.40-24 510-6052-501.40-98	SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES	71.40 34.48 34.48 34.48 103.46 34.49	

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0008716 017686	CASE LOTS INC 008905		01	09/30/2009	510-6057-502.40-24	SUPPLIES	103.46	
						VENDOR TOTAL *	416.25	
0013254 IN00372608	CCP INDUSTRIES INC 008646		01	09/30/2009	110-5030-421.40-98	SUPPLIES	296.27	
						VENDOR TOTAL *	296.27	
0007069 QDN6346	CDW GOVERNMENT INC 008345		01	09/30/2009	110-2008-413.40-73	BLANK DVD'S	45.81	
						VENDOR TOTAL *	45.81	
0012836 S12326 S12329 S12256 S12223CM	CERTIFIED FLEET SERVICES, INC 008228 008936 008937 008938		01	09/30/2009	110-6047-512.50-16	TRK/PARTS PW117	92.32	
			01	09/30/2009	110-6047-512.50-16	TRK/PARTS PW117	50.76	
			01	09/30/2009	110-6047-512.50-16	TRK/PARTS F-1	314.43	
			01	09/30/2009	110-6047-512.50-16	RETURNED MERCHANDISE	328.79	
						VENDOR TOTAL *	128.72	
0018051 INVO19384	CHAMPION CONTAINER CORP 008521		01	09/30/2009	110-5030-421.40-98	EVIDENCE SUPPLIES	272.00	
						VENDOR TOTAL *	272.00	
0014402 324183 324054 324761 324485 323106	CHICAGO PARTS & SOUND LLC 008227 008327 008649 008939 008940		01	09/30/2009	110-6047-512.50-16	TRK/PARTS PD-7,PD-8	119.26	
			01	09/30/2009	110-6047-512.40-34	OIL/GREASE	299.40	
			01	09/30/2009	110-6047-512.50-16	PARTS/SUPPLIES	174.38	
			01	09/30/2009	110-6047-512.50-16	TRK/PARTS PD-20	204.18	
			01	09/30/2009	110-6047-512.50-16	STOCK	75.16	
						VENDOR TOTAL *	872.38	
0000929 52041092	CHICAGO TRIBUNE - LOUISVILLE 008531		01	09/30/2009	110-1001-411.40-98	SUBSCRIPTION	119.60	
						VENDOR TOTAL *	119.60	
0014315 09/24/2009	CHOW SPECIALTY MARKET & CUSTOM 009006		01	09/30/2009	110-4020-422.40-98	DEDICATION REFRESHMENTS	845.00	
						VENDOR TOTAL *	845.00	
0018217 2095843	CITY OF LINDEN 008752		01	09/23/2009	110-4020-422.60-11	HONOR GUARD REFUND	CHECK #: 128776	250.00
						VENDOR TOTAL *	.00	250.00
0018208 08/28-08/29/09	CITY OF SIOUX CITY 008541		01	09/30/2009	110-4020-422.60-11	HONOR GUARD CLASS REFUND	200.00	
						VENDOR TOTAL *	200.00	
0000630 63018	CLASSIC GRAPHIC INDUSTRIES INC 008609		01	09/30/2009	110-6040-431.40-33	ALL PURPOSE FORMS	1,326.68	

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0000630	CLASSIC GRAPHIC INDUSTRIES INC								
						VENDOR TOTAL *	1,326.68		
0000112 0398163009	COCA-COLA BOTTLING CO 008563		01	09/30/2009	110-1001-411.60-98	VENDING MACHINE REFILL	99.50		
						VENDOR TOTAL *	99.50		
0000114 6563742009 8745265005	COM ED 008147 008148		01	09/30/2009	110-6044-435.30-24	MONTHLY ELECTRIC	27.15		
			01	09/30/2009	110-6044-435.30-24	MONTHLY ELECTRIC	48.79		
						VENDOR TOTAL *	75.94		
0014623 879820089040137008267 879820089040137008266 879820089048940008640 879820089048809008884 879820089016863008885	COMCAST CABLE		01	09/30/2009	110-2008-413.30-98	INTERNET SVC	52.95		
			01	09/30/2009	110-4020-422.60-98	CABLE SVC	90.82		
			01	09/30/2009	110-4020-422.60-98	INTERNET	59.95		
			01	09/30/2009	110-4020-422.60-98	INTERNET SVC	59.95		
			01	09/30/2009	110-4020-422.60-98	CABLE SVC	95.03		
						VENDOR TOTAL *	358.70		
0009478 T1000587 T1003469	COMMUNICATIONS REVOLVING FUND 008348 008289		01	09/30/2009	110-2008-413.30-52	INTERNET T1	310.00		
			01	09/30/2009	110-5030-421.30-27	LEASED CIRCUIT	877.39		
						VENDOR TOTAL *	1,187.39		
0000594 1248361-IN	CONSERV FS, INC 008744		01	09/30/2009	110-6043-434.40-09	TOPSOIL	1,005.00		
						VENDOR TOTAL *	1,005.00		
0017925 3621	CONSERVATION LAND STEWARDSHIP INC 008718		01	09/30/2009	305-6041-432.80-22	LANDSCAPE MAINT	1,061.67		
						VENDOR TOTAL *	1,061.67		
0007535 061095	CONTRACTORS EQUIPMENT RENTAL 008670		01	09/30/2009	510-6056-502.50-08	HOSE REPAIR	61.41		
						VENDOR TOTAL *	61.41		
0009471 9/21/09 9/21/09 9/21/09 9/21/09 9/21/09	COSTCO - OAKBROOK 008755 008759 008756 008757 008758		01	09/23/2009	110-1001-411.40-98	SUPPLIES			
			01	09/23/2009	110-5030-421.40-98	SUPPLIES	CHECK #:	128779	16.39
			01	09/23/2009	110-6040-431.40-98	SUPPLIES	CHECK #:	128779	16.40
			01	09/23/2009	510-6050-501.40-98	SUPPLIES	CHECK #:	128779	16.39
			01	09/23/2009	510-6055-502.40-98	SUPPLIES	CHECK #:	128779	16.39
						VENDOR TOTAL *	.00	81.96	
0018207 08/28-08/29/09	COUNTY OF JUNEAU 008542		01	09/30/2009	110-4020-422.60-11	HONOR GUARD CLASS REFUND	100.00		
						VENDOR TOTAL *	100.00		
0000735	CRAFT MASTER ENGRAVING								

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0000735 3171	CRAFT MASTER ENGRAVING 008330		01 09/30/2009	382-0000-463.80-35	NAME PLATES/ID TAGS	163.65	
					VENDOR TOTAL *	163.65	
0015502 44456	CRUSH-CRETE, INC 008654		01 09/30/2009	510-6052-501.30-81	CONCRETE HAULED	1,050.00	
					VENDOR TOTAL *	1,050.00	
0006182 5807153	DELTA SONIC CAR WASH SYSTEMS 008291		01 09/30/2009	110-6047-512.50-16	CAR WASHES	220.50	
					VENDOR TOTAL *	220.50	
0014305 14004	DEPENDABLE BUSINESS FORMS 008883		01 09/30/2009	110-4020-422.40-98	DEDICATION GIFTS	549.41	
					VENDOR TOTAL *	549.41	
0014277 500209284	DEX 008616		01 09/30/2009	110-7060-451.30-75	ADVERTISING CHARGES	72.50	
					VENDOR TOTAL *	72.50	
0017351 942 940 941	DON-EZ SERVICES, INC 008872 008873 008874		01 09/30/2009 01 09/30/2009 01 09/30/2009	110-6043-434.30-34 110-6043-434.30-34 110-6043-434.30-34	GRASS CUTTING GRASS CUTTING GRASS CUTTING	125.00 125.00 125.00	
					VENDOR TOTAL *	375.00	
0005777 090831	DOWN UNDER CONSTRUCTION 008664		01 09/30/2009	510-6052-501.80-12	WATER SERVICE UPGRADE	1,800.00	
					VENDOR TOTAL *	1,800.00	
0000153 13945	DU-COMM 008568		01 09/30/2009	110-6046-418.40-98	RADIO REPAIR	552.00	
					VENDOR TOTAL *	552.00	
0003545 092109	DUDEK DESIGN 008700		01 09/30/2009	110-1001-411.40-98	BUSINESS CARDS	78.00	
					VENDOR TOTAL *	78.00	
0000159 210-14732	DUPAGE COUNTY ANIMAL CARE & CONTROL 008555		01 09/30/2009	110-5030-421.60-01	ANIMAL CONTROL	440.00	
					VENDOR TOTAL *	440.00	
0000161 200909150071	DUPAGE COUNTY RECORDER 008507		01 09/30/2009	110-1001-411.30-54	RECORDING SVCS	82.00	
					VENDOR TOTAL *	82.00	
0000164 61292MB 61320MB	DUPAGE MATERIALS CO 008720 008721		01 09/30/2009 01 09/30/2009	110-6041-432.40-02 110-6041-432.40-02	ASPHALT ASPHALT	309.57 397.29	

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0000164	DUPAGE MATERIALS CO							
61362MB	008722		01	09/30/2009	110-6041-432.40-02	ASPHALT	213.69	
61417MB	008980		01	09/30/2009	110-6041-432.40-02	ASPHALT	400.86	
61418MB	008981		01	09/30/2009	110-6041-432.40-02	ASPHALT	241.23	
61416MB	008983		01	09/30/2009	110-6041-432.40-02	ASPHALT	196.35	
61414MB	008984		01	09/30/2009	110-6041-432.40-02	ASPHALT PRIME	90.00	
61415MB	008988		01	09/30/2009	110-6041-432.40-02	ASPHALT PRIME	180.00	
						VENDOR TOTAL *	2,028.99	
0000167	DUPAGE TOPSOIL INC							
030029	008740		01	09/30/2009	110-6043-434.40-59	TOPSOIL	1,855.00	
030086	008743		01	09/30/2009	110-6043-434.40-59	TOPSOIL	795.00	
030139	009001		01	09/30/2009	110-6043-434.40-59	TOPSOIL	265.00	
						VENDOR TOTAL *	2,915.00	
0004700	E H WACHS							
INV047978	008226		01	09/30/2009	110-6047-512.50-16	TRK/PARTS PW109	257.21	
						VENDOR TOTAL *	257.21	
0009707	E J EQUIPMENT INC							
0034561	008941		01	09/30/2009	110-6047-512.50-16	TRK/PARTS PW170	64.25	
						VENDOR TOTAL *	64.25	
0018205	EHC INDUSTRIES, INC							
22681	008534		01	09/30/2009	382-0000-463.80-35	ASBESTOS ABATEMENT	12,450.00	
						VENDOR TOTAL *	12,450.00	
0010391	EIT INC							
7137	008627		01	09/30/2009	382-0000-463.80-35	FLAG	110.90	
						VENDOR TOTAL *	110.90	
0009479	ELGIN SWEEPING SERVICES, INC							
2360A	008861		01	09/30/2009	110-6041-432.30-98	STREET SWEEPING	1,284.00	
						VENDOR TOTAL *	1,284.00	
0000176	ELMHURST CAMERA IMAGE CENTER							
596960	008523		01	09/30/2009	110-7060-451.60-64	PHOTO PROCESSING	35.55	
596961	008705		01	09/30/2009	110-7060-451.60-64	PHOTO PROCESSING	11.77	
						VENDOR TOTAL *	47.32	
0000177	ELMHURST CHAMBER OF COMMERCE							
10/21/2009	008537		01	09/30/2009	110-0094-454.60-11	EXHIBITOR BOOTH	150.00	
08/10/2009	008641		01	09/30/2009	110-4020-422.60-11	LUNCHEON	50.00	
						VENDOR TOTAL *	200.00	
0001579	ELMHURST CITY CENTRE							
2007	008322		01	09/30/2009	110-0000-311.01-53	RE TAX DIST - SSA #7	15.84	
						VENDOR TOTAL *	15.84	
0014621	ELMHURST CLAIMS ACCOUNT - CLAIM SVC							

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0014621	ELMHURST CLAIMS ACCOUNT - CLAIM SVC							
7504366944	008258		01	09/30/2009	110-5030-421.20-07	SELF INSURED LOSS FUND	869.16	
7504366944	008259		01	09/30/2009	110-6040-431.20-07	SELF INSURED LOSS FUND	8,795.51	
7504366944	008490		01	09/30/2009	110-6040-431.20-07	SELF INSURED LOSS FUND	5,081.61	
7504366944	008491		01	09/30/2009	510-6055-502.20-07	SELF INSURED LOSS FUND	43.36	
						VENDOR TOTAL *	14,789.64	
0015836	ELMHURST INDEPENDENT - ROCK VALLEY							
726098	008508		01	09/30/2009	110-3015-414.30-54	LEGAL NOTICE	146.25	
726099	008509		01	09/30/2009	110-3015-414.30-54	LEGAL NOTICE	45.00	
726100	008510		01	09/30/2009	110-3015-414.30-54	LEGAL NOTICE	45.00	
						VENDOR TOTAL *	236.25	
0010298	ELMHURST LINCOLN MERCURY							
C84016	008942		01	09/30/2009	110-6047-512.50-02	TRK/PARTS PD-10	79.95	
						VENDOR TOTAL *	79.95	
0017934	ELMHURST MEMORIAL OCCUP CAROL STRM							
54056	008879		01	09/30/2009	110-2007-413.30-47	PHYSICAL	40.00	
						VENDOR TOTAL *	40.00	
0000188	ELMHURST PARK DISTRICT							
09/14/2009	008527		01	09/30/2009	110-7060-451.30-52	FALL COMMUNITY MAILER	100.00	
						VENDOR TOTAL *	100.00	
0004998	ELMHURST PARK DISTRICT							
000035787	UT		01	09/30/2009	510-0000-113.02-00	UB CR REFUND	729.48	
						VENDOR TOTAL *	729.48	
0000193	ELMHURST POSTMASTER-PERMIT 47							
9/14/2009	008129		01	09/16/2009	510-6050-501.30-49	WATER BILL MAILING	CHECK #: 128770	1,800.00
9/14/2009	008131		01	09/16/2009	510-6055-502.30-49	SEWER BILL MAILING	CHECK #: 128770	1,800.00
						VENDOR TOTAL *	.00	3,600.00
0017007	FACILITY SOLUTIONS GROUP							
1780294-00	008295		01	09/30/2009	110-4020-422.40-98	SUPPLIES	7.16	
1780294-00	008296		01	09/30/2009	110-5030-421.40-98	SUPPLIES	7.16	
1780294-00	008297		01	09/30/2009	110-6041-432.40-98	SUPPLIES	7.16	
1780294-00	008298		01	09/30/2009	110-6043-434.40-98	SUPPLIES	7.16	
1780294-00	008299		01	09/30/2009	110-6044-435.40-98	SUPPLIES	7.16	
1773942-01	008304		01	09/30/2009	110-6044-435.40-98	PVC COUPLING	21.60	
1780294-00	008294		01	09/30/2009	110-6046-418.50-01	SUPPLIES	117.32	
1780294-00	008300		01	09/30/2009	110-6046-418.40-98	SUPPLIES	7.16	
1780294-00	008301		01	09/30/2009	110-6047-512.40-98	SUPPLIES	7.17	
1780294-00	008302		01	09/30/2009	510-6052-501.40-98	SUPPLIES	7.17	
1780294-00	008303		01	09/30/2009	510-6057-502.40-98	SUPPLIES	7.17	
						VENDOR TOTAL *	203.39	
0007767	FASANO, JEAN							

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0007767	FASANO, JEAN								
08/27-09/23/09	008846		01	09/30/2009	110-2007-413.40-98	PETTY CASH REIMBURSEMENT	48.65		
08/27-09/23/09	008847		01	09/30/2009	110-3015-414.60-11	PETTY CASH REIMBURSEMENT	45.60		
08/27-09/23/09	008848		01	09/30/2009	110-4020-422.40-98	PETTY CASH REIMBURSEMENT	38.47		
08/27-09/23/09	008849		01	09/30/2009	110-4020-422.60-11	PETTY CASH REIMBURSEMENT	80.00		
08/27-09/23/09	008850		01	09/30/2009	110-4020-422.60-98	PETTY CASH REIMBURSEMENT	19.73		
08/27-09/23/09	008851		01	09/30/2009	110-5030-421.60-98	PETTY CASH REIMBURSEMENT	36.75		
08/27-09/23/09	008852		01	09/30/2009	110-6040-431.60-37	PETTY CASH REIMBURSEMENT	50.00		
08/27-09/23/09	008853		01	09/30/2009	510-6050-501.60-98	PETTY CASH REIMBURSEMENT	10.52		
VENDOR TOTAL *							329.72		
0000209	FASTENAL CO								
1LELM4770	008669		01	09/30/2009	510-6050-501.40-98	VALVE REPAIRS	26.52		
VENDOR TOTAL *							26.52		
0013212	FEDEX								
9-332-13018	008897		01	09/30/2009	110-2006-413.30-49	SHIPPING FEES	25.37		
9-332-13018	008896		01	09/30/2009	110-5030-421.30-49	SHIPPING FEES	31.60		
VENDOR TOTAL *							56.97		
0012480	FELLER & SONS INC								
3250511	008344		01	09/30/2009	110-2008-413.40-73	INK CARTRIDGES	886.47		
VENDOR TOTAL *							886.47		
0015009	FGM ARCHITECTS PLANNERS INC								
07-0618.01-18	008186		01	09/30/2009	382-0000-463.80-28	PROFESSIONAL SVCS	6,048.83		
07-0618.01-17	008264		01	09/30/2009	382-0000-463.80-28	PROFESSIONAL SVCS	7,763.03		
VENDOR TOTAL *							13,811.86		
0015916	FIFTH THIRD BANK - PROCUREMENT CARD								
SEPT 15, 2009	008806		01	09/23/2009	110-2007-413.60-11	PBD*ICMA PUBLICATIONS	CHECK #:	128797	147.00
SEPT 15, 2009	008807		01	09/23/2009	110-2008-413.40-73	WALGREENS #3015 Q03	CHECK #:	128797	24.27
SEPT 15, 2009	008808		01	09/23/2009	110-3015-414.60-11	APA-CONFERENCE	CHECK #:	128797	260.00
SEPT 15, 2009	008809		01	09/23/2009	110-4020-422.40-98	ART.COM*	CHECK #:	128797	1,052.41
SEPT 15, 2009	008810		01	09/23/2009	110-4020-422.40-98	ART.COM*	CHECK #:	128797	160.84
SEPT 15, 2009	008811		01	09/23/2009	110-4020-422.40-98	ART.COM*	CHECK #:	128797	238.41
SEPT 15, 2009	008814		01	09/23/2009	110-4020-422.50-08	SEARS ROEBUCK 2262	CHECK #:	128797	58.30
SEPT 15, 2009	008818		01	09/23/2009	110-4020-422.60-11	SAFE KIDS WORLDWIDE	CHECK #:	128797	40.00
SEPT 15, 2009	008819		01	09/23/2009	110-5030-421.60-27	EBAY INC.	CHECK #:	128797	120.00
SEPT 15, 2009	008820		01	09/23/2009	110-5030-421.60-50	MAMMA MARIA'S PIZZ	CHECK #:	128797	300.00
SEPT 15, 2009	008821		01	09/23/2009	210-8070-452.60-11	SPRINGHILL SUITES CHI	CHECK #:	128797	97.90
SEPT 15, 2009	008822		01	09/23/2009	210-8070-452.40-66	ADVERTISERS ASSOCI	CHECK #:	128797	14.00
SEPT 15, 2009	008823		01	09/23/2009	210-8070-452.40-42	MOSAIC RECORDS LLC	CHECK #:	128797	34.00
SEPT 15, 2009	008824		01	09/23/2009	210-8070-452.40-04	CONSUMER REPORT BOOKS	CHECK #:	128797	8.99
SEPT 15, 2009	008825		01	09/23/2009	210-8070-452.40-04	LYRIC OPERA CHICAGO	CHECK #:	128797	538.00
SEPT 15, 2009	008812		01	09/23/2009	382-0000-463.80-35	BED BATH & BEYOND #53	CHECK #:	128797	86.35
SEPT 15, 2009	008813		01	09/23/2009	382-0000-463.80-35	OFFICE MAX	CHECK #:	128797	135.95
SEPT 15, 2009	008815		01	09/23/2009	382-0000-463.80-35	ATOMIC CLOCKS ONLINE	CHECK #:	128797	35.90
SEPT 15, 2009	008816		01	09/23/2009	382-0000-463.80-35	CWC SUPPLY	CHECK #:	128797	57.43

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0015916 SEPT 15, 2009	FIFTH THIRD BANK - 008817		01 09/23/2009	382-0000-463.80-35	ATOMIC CLOCKS ONLINE	CHECK #: 128797	45.94
					VENDOR TOTAL *	.00	3,134.01
0000648 80601	FILTER RENU OF ILLINOIS, INC 008270		01 09/30/2009	110-6047-512.50-02	FILTERS RENEWED	120.46	
					VENDOR TOTAL *	120.46	
0018002 99038	FILTER SERVICES OF IL 008730		01 09/30/2009	110-6046-418.50-01	FILTER SVC	376.16	
					VENDOR TOTAL *	376.16	
0018220 2595303 2595304	FIRST RESPONSE 008624 008625		01 09/30/2009 01 09/30/2009	110-4020-422.50-08 110-4020-422.50-08	MAGLITE/ADAPTER MAGLITE/ADAPTER	196.44 196.44	
					VENDOR TOTAL *	392.88	
0010413 45191	FLAGSUSA.COM 008680		01 09/30/2009	110-6043-434.40-98	FLAGS	163.00	
					VENDOR TOTAL *	163.00	
0005438 48443	FLEET SAFETY SUPPLY 008225		01 09/30/2009	110-5030-421.40-98	SIREN REPAIR/PD-11	71.57	
					VENDOR TOTAL *	71.57	
0017446 61-067814 61-071632	FMP 007641 008977		01 09/21/2009 01 09/30/2009	110-6047-512.50-16 110-6047-512.50-16	BILLED IN ERROR WIPER BLADES	86.38 133.80	
					VENDOR TOTAL *	47.42	
0005480 800687-00	FORESTRY SUPPLIERS, INC 008858		01 09/30/2009	110-6043-434.40-53	MEASURING DEVICE	138.41	
					VENDOR TOTAL *	138.41	
0013847 4010440	FRY'S ELECTRONICS, INC 008349		01 09/30/2009	110-2008-413.40-72	DIGITAL CAMERA	90.90	
					VENDOR TOTAL *	90.90	
0013000 09-09 09-09	G & M CEMENT CONST, INC 008876 008877		01 09/30/2009 01 09/30/2009	110-6041-432.30-11 510-6052-501.30-11	2009 CONCRETE PAVEMENT 2009 CONCRETE PAVEMENT	39,977.61 20,000.00	
					VENDOR TOTAL *	59,977.61	
0009769 09/01-09/16/09	GARRON, FERNANDO 008313		01 09/30/2009	110-0086-453.30-52	CATV PROF SVCS	200.00	
					VENDOR TOTAL *	200.00	
0018223 25038	GEIGER, ROBERT/JENNIFER 008695		01 09/30/2009	110-0000-316.00-00	TRANSFER STAMP REFUND	735.00	

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0018223	GEIGER, ROBERT/JENNIFER						
0017599	GEXPRO				VENDOR TOTAL *	735.00	
265-687117	008979		01 09/30/2009	110-6044-435.40-28	LUMINARIES	510.49	
0011304	GILDEA, EDWARD/DELORES				VENDOR TOTAL *	510.49	
25085	008696		01 09/30/2009	110-0000-316.00-00	TRANSFER STAMP REFUND	472.50	
0018185	GLOBAL EMERGENCY PRODUCTS				VENDOR TOTAL *	472.50	
AG19965	008329		01 09/30/2009	110-4020-422.50-08	MOUNTING PLATES	32.24	
0018218	GOEPP, SUE				VENDOR TOTAL *	32.24	
9/18/09	008751		01 09/23/2009	110-4020-422.50-01	FS 1 MEDIC RM CLEANING	CHECK #: 128775	55.74
0000242	GRAINGER				VENDOR TOTAL *	.00	55.74
9073828684	008287		01 09/30/2009	510-6057-502.50-08	MOTOR REPLACEMENT	186.12	
0011686	GRAND AUTO PARTS				VENDOR TOTAL *	186.12	
143412	008232		01 09/30/2009	110-6047-512.50-16	MINIATURE LAMPS	10.00	
144109	008731		01 09/30/2009	110-6047-512.50-16	PARTS/SUPPLIES	174.40	
143919	008917		01 09/30/2009	110-6047-512.50-16	TRK/PARTS PW109, PW143	16.53	
143980	008918		01 09/30/2009	110-6047-512.50-16	STOCK	74.66	
0009312	GREEN SUPPLY INC (GSI)				VENDOR TOTAL *	275.59	
5123372	008673		01 09/30/2009	110-4020-422.40-98	SUPPLIES	8.06	
5123372	008672		01 09/30/2009	110-5030-421.40-98	SUPPLIES	64.50	
5123372	008674		01 09/30/2009	110-6041-432.40-98	SUPPLIES	1.34	
5123372	008675		01 09/30/2009	110-6043-434.40-98	SUPPLIES	1.34	
5123372	008676		01 09/30/2009	110-6044-435.40-98	SUPPLIES	1.34	
5123372	008677		01 09/30/2009	110-6046-418.40-98	SUPPLIES	1.34	
5123372	008678		01 09/30/2009	110-6047-512.40-98	SUPPLIES	1.34	
5123372	008679		01 09/30/2009	510-6052-501.40-98	SUPPLIES	1.35	
0010264	GRISWOLD INDUSTRIES				VENDOR TOTAL *	80.61	
513814	008279		01 09/30/2009	510-6052-501.50-18	VALVES REPAIR	273.61	
0012373	GROH, TOM				VENDOR TOTAL *	273.61	
481 SOUTH ST	008185		01 09/30/2009	110-6041-432.30-55	REAR YARD DRAIN PROGRAM	200.00	
0000254	HACH CO				VENDOR TOTAL *	200.00	

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0000254 6396767 6412140	HACH CO 008278 008707		01	09/30/2009	510-6057-502.40-25	LAB SUPPLIES	393.95	
			01	09/30/2009	510-6057-502.40-25	LAB SUPPLIES	117.47	
						VENDOR TOTAL *	511.42	
0000255 OCT 2009	HAHN & ASSOCS, LTD 008519		01	09/30/2009	110-5030-421.30-48	SOCIAL SVCS	4,203.04	
						VENDOR TOTAL *	4,203.04	
0005581 170197	HAMILTON CIRCULATION SUPPLIES 008249		01	09/30/2009	110-6040-431.40-33	DOOR HANGER BAGS	195.09	
						VENDOR TOTAL *	195.09	
0005803 09/01-09/16/09	HARRISON, JONATHAN 008311		01	09/30/2009	110-0086-453.30-52	CATV PROF SVCS	245.00	
						VENDOR TOTAL *	245.00	
0005494 09-445	HBK WATER METER SERVICE, INC 008668		01	09/30/2009	510-6050-501.30-26	BUILDING INSPECTION	40.00	
						VENDOR TOTAL *	40.00	
0015904 9450654 9539939	HD SUPPLY WATERWORKS, LTD 008653 008719		01	09/30/2009	510-6052-501.40-07	WATER SYSTEM REPAIR	3,088.00	
			01	09/30/2009	510-6052-501.40-51	SERVICE LINES	375.00	
						VENDOR TOTAL *	3,463.00	
0011839 014582 014582 014582 014582 014582 014582 014582 014582 014582 014582 014582 014582 014582 014582 014582 014582 014582 014582	HEALTHCARE SERVICE CORP 008494 008495 008496 008497 008498 008499 008500 008501 008502 008503 008504 008505 008506		01	09/30/2009	110-1001-411.20-04	HEALTH INS.	3,205.17	
			01	09/30/2009	110-2006-413.20-04	HEALTH INS	18,077.13	
			01	09/30/2009	110-2007-413.20-04	HEALTH INS	3,000.03	
			01	09/30/2009	110-3015-414.20-04	HEALTH INS	3,410.30	
			01	09/30/2009	110-4020-422.20-04	HEALTH INS	64,411.00	
			01	09/30/2009	110-4025-424.20-04	HEALTH INS	7,359.06	
			01	09/30/2009	110-5030-421.20-04	HEALTH INS	97,488.30	
			01	09/30/2009	110-6040-431.20-04	HEALTH INS	26,769.54	
			01	09/30/2009	110-7060-451.20-04	HEALTH INS	4,538.51	
			01	09/30/2009	210-8070-452.20-04	HEALTH INS	17,923.28	
			01	09/30/2009	510-6050-501.20-04	HEALTH INS	3,282.09	
			01	09/30/2009	510-6055-502.20-04	HEALTH INS	4,487.23	
			01	09/30/2009	530-0088-503.20-04	HEALTH INS	2,461.56	
						VENDOR TOTAL *	256,413.20	
0000129 11287561 11287560	HERITAGE CRYSTAL CLEAN, LLC 008222 008285		01	09/30/2009	110-6047-512.40-98	PARTS WASHER	155.15	
			01	09/30/2009	510-6057-502.40-34	PARTS WASHER	169.75	
						VENDOR TOTAL *	324.90	
0000275 420221	HOLIDAY CAMERA INC 008887		01	09/30/2009	110-5030-421.30-28	PHOTO PROCESSING	4.44	

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0000275	HOLIDAY CAMERA INC						
420265	008888		01 09/30/2009	110-5030-421.40-31	CAMERA BAGS	99.58	
420277	008889		01 09/30/2009	110-5030-421.30-21	PHOTO PROCESSING	2.37	
420277	008890		01 09/30/2009	110-5030-421.40-98	TAPE/BATTERIES	85.42	
VENDOR TOTAL *						191.81	
0006864	HOME DEPOT 1919-NORTHLAKE						
011308/1018412	008579		01 09/30/2009	110-6046-418.50-01	BARRICADES	77.20	
VENDOR TOTAL *						77.20	
0012341	HOME DEPOT 1982-OAKBROOK TERR						
009813/3015000	008275		01 09/30/2009	510-6057-502.40-98	ANGLE GRINDER REPLACEMENT	69.91	
021970/1010643	008711		01 09/30/2009	510-6057-502.50-01	SLUDGE BOX REPAIR	87.27	
VENDOR TOTAL *						157.18	
0017543	HORNER, CHRIS						
09/15-09/17/09	008547		01 09/30/2009	110-5030-421.60-11	EXPENSE REIMBURSEMENT	27.26	
VENDOR TOTAL *						27.26	
0011052	HOWELL, LYNNCHERIE						
09/14/2009	008548		01 09/30/2009	110-5030-421.60-11	EXPENSE REIMBURSEMENT	22.86	
VENDOR TOTAL *						22.86	
0000799	HUNTER & ASSOCS, INC, F L						
27010	008321		01 09/30/2009	110-1003-412.30-52	APPLICANT LD EXAMS	1,500.00	
VENDOR TOTAL *						1,500.00	
0006703	I A E M						
34541	008532		01 09/30/2009	110-4022-423.60-37	MEMBERSHIP	170.00	
VENDOR TOTAL *						170.00	
0017209	IL PROSECUTOR SERVICES, LLC						
449	008520		01 09/30/2009	110-5030-421.40-33	BOOKS	351.50	
VENDOR TOTAL *						351.50	
0000291	IL SEC OF STATE - TITLE APPLIC FEES						
9/16/09	008760		01 09/23/2009	110-5030-421.60-27	ARTICLE 36 FORFEITURES	CHECK #: 128796	390.00
VENDOR TOTAL *						.00	390.00
0010490	IL STATE POLICE-DIRECTOR						
09-17598	008929		01 09/25/2009	740-0000-202.20-15	MONEY FORFEITED	CHECK #: 128798	727.00
VENDOR TOTAL *						.00	727.00
0016825	IL STATE POLICE-INFO & TECH COMMAND						
IL022070L	008561		01 09/30/2009	110-5030-421.30-98	LIQ COMMISSION BACKGROUND	68.50	
VENDOR TOTAL *						68.50	
0015044	INDUSTRIAL STEEL SERVICE CENTER INC						
20667	008336		01 09/30/2009	110-4020-422.50-08	STEEL TUBE/F-1,F-2	40.00	



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0000314	KALE UNIFORMS							
380543	008557		01	09/30/2009	110-5030-421.40-11	UNIFORM SUPPLIES	1,096.77	
380426	008558		01	09/30/2009	110-5030-421.40-11	UNIFORM SUPPLIES	113.90	
380438	008559		01	09/30/2009	110-5030-421.40-11	UNIFORM SUPPLIES	74.90	
380425	008560		01	09/30/2009	110-5030-421.40-11	UNIFORM SUPPLIES	30.99	
381630	008892		01	09/30/2009	110-5030-421.40-11	UNIFORM SUPPLIES	1,518.61	
381615	008893		01	09/30/2009	110-5030-421.40-11	UNIFORM SUPPLIES	275.50	
381617	008894		01	09/30/2009	110-5030-421.40-11	UNIFORM SUPPLIES	43.99	
VENDOR TOTAL *							3,154.66	
0017489	KEFALOUKOS, ALEX							
09/15-09/17/09	008545		01	09/30/2009	110-5030-421.60-05	EXPENSE REIMBURSEMENT	36.09	
09/15-09/17/09	008546		01	09/30/2009	110-5030-421.60-11	EXPENSE REIMBURSEMENT	27.07	
VENDOR TOTAL *							63.16	
0000323	KIEFT BROTHERS, INC - A/P							
158539	008997		01	09/30/2009	110-6041-432.40-48	SAND/STONE	158.00	
157626	008651		01	09/30/2009	510-6052-501.40-63	VALVE/VAULT INSTALL	516.60	
158217	008652		01	09/30/2009	510-6052-501.40-63	VALVE/VAULT INSTALL	1,797.20	
158539	008996		01	09/30/2009	510-6052-501.40-63	VALVE VAULTS	238.00	
158539	008998		01	09/30/2009	510-6052-501.40-63	CONCRETE	25.50	
VENDOR TOTAL *							2,735.30	
0011896	KIMBALL MIDWEST							
1203083	008221		01	09/30/2009	110-6047-512.50-16	NUTS/BOLTS/SUPPLIES	389.91	
VENDOR TOTAL *							389.91	
0015276	KING, DAVID & ASSOCS, INC							
3487	008878		01	09/30/2009	110-6046-418.60-69	PROPERTY MANAGEMENT SVCS	2,160.72	
VENDOR TOTAL *							2,160.72	
0016535	KINGS POINT GENERAL CEMENT							
09-16	008964		01	09/30/2009	510-6052-501.30-85	WATERMAIN VALVE REPAIRS	45,863.32	
09-16	008965		01	09/30/2009	510-6052-501.30-86	FIRE HYDRANT REPAIRS	45,863.31	
VENDOR TOTAL *							91,726.63	
0015660	KINGS POINT TRUCK LANE							
17814	008220		01	09/30/2009	110-6047-512.50-02	SAFETY TEST/PW116	37.00	
17904	008948		01	09/30/2009	110-6047-512.50-02	SAFETY TEST/PW17	25.00	
VENDOR TOTAL *							62.00	
0007693	KUCERA, JEFFERY							
09/16/2009	008544		01	09/30/2009	110-5030-421.60-08	EXPENSE REIMBURSEMENT	250.00	
VENDOR TOTAL *							250.00	
0010360	KUSSMAUL ELECTRONICS CO INC							
83745	008219		01	09/30/2009	110-6047-512.50-02	TRK/PARTS F-2	78.61	
VENDOR TOTAL *							78.61	
0016626	LAI, LTD							
VENDOR TOTAL *							78.61	

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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
0016626 8278	LAI, LTD 008712		01	09/30/2009	110-6041-432.50-11	STORM GATE REPAIR	465.75	
						VENDOR TOTAL *	465.75	
0007251 07056-AS01 07056-07	LAKOTA GROUP 008698 008699		01	09/30/2009	310-0089-461.80-24	PROFESSIONAL SVCS	1,895.00	
			01	09/30/2009	310-0089-461.80-24	PROFESSIONAL SVCS	1,970.58	
						VENDOR TOTAL *	3,865.58	
0015206 657	LANDVIEW EXCAVATING 008187		01	09/30/2009	110-0000-115.01-00	DEMOLITION/142 WALNUT ST	8,500.00	
						VENDOR TOTAL *	8,500.00	
0017657 8477843	LAWSON PRODUCTS, INC 008999		01	09/30/2009	110-4020-422.40-45	SAFETY EQUIP	297.93	
						VENDOR TOTAL *	297.93	
0010777 0025531	LE DONNE TRUE VALUE 008234		01	09/30/2009	110-6047-512.50-16	MOWER/PW199	314.20	
						VENDOR TOTAL *	314.20	
0013313 893509 893611	LEACH ENTERPRISES, INC 008591 008723		01	09/30/2009	110-6047-512.50-16	FILTERS	62.49	
			01	09/30/2009	110-6047-512.50-16	FILTERS	61.14	
						VENDOR TOTAL *	123.63	
0007702 2128 2129	LHA/WORLD INC 008538 008539		01	09/30/2009	110-0094-454.60-45	AD	919.25	
			01	09/30/2009	110-0094-454.60-45	EVENTS AD	690.00	
						VENDOR TOTAL *	1,609.25	
0000509 09/01-09/16/09	LILJEBERG, GLEN R. 008309		01	09/30/2009	110-0086-453.30-52	CATV PROF SVCS	543.50	
						VENDOR TOTAL *	543.50	
0018196 12037	LITTMAN INDS, INC 008286		01	09/30/2009	510-6057-502.50-01	HYDRANT REPAIR	32.13	
						VENDOR TOTAL *	32.13	
0015771	MAGELLAN BEHAVIORAL HEALTH							
0031052021	008235		01	09/30/2009	110-1001-411.20-04	HEALTH INS	24.10	
0031052021	008236		01	09/30/2009	110-2006-413.20-04	HEALTH INS	134.54	
0031052021	008237		01	09/30/2009	110-2007-413.20-04	HEALTH INS	22.38	
0031052021	008238		01	09/30/2009	110-3015-414.20-04	HEALTH INS	25.58	
0031052021	008239		01	09/30/2009	110-4020-422.20-04	HEALTH INS	480.10	
0031052021	008240		01	09/30/2009	110-4025-424.20-04	HEALTH INS	54.85	
0031052021	008241		01	09/30/2009	110-5030-421.20-04	HEALTH INS	726.54	
0031052021	008242		01	09/30/2009	110-6040-431.20-04	HEALTH INS	487.23	
0031052021	008243		01	09/30/2009	110-7060-451.20-04	HEALTH INS	33.70	

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0015771	MAGELLAN BEHAVIORAL HEALTH						
0031052021	008244	01	09/30/2009	210-8070-452.20-04	HEALTH INS	133.55	
0031052021	008245	01	09/30/2009	510-6050-501.20-04	HEALTH INS	174.38	
0031052021	008246	01	09/30/2009	510-6055-502.20-04	HEALTH INS	144.37	
0031052021	008247	01	09/30/2009	530-0088-503.20-04	HEALTH INS	18.20	
					VENDOR TOTAL *	2,459.52	
0015536	MARTENSON TURF PRODUCTS, INC						
31751	008736	01	09/30/2009	110-6043-434.40-50	SEED	2,000.00	
31751	008737	01	09/30/2009	110-6043-434.40-27	MULCH	623.00	
					VENDOR TOTAL *	2,623.00	
0010780	MASTERS, KEN						
09/01-09/16/09	008316	01	09/30/2009	110-0086-453.30-52	CATV PROF SVCS	168.00	
					VENDOR TOTAL *	168.00	
0005642	MATEFLEX MODULAR SURFACES						
2622	008870	01	09/30/2009	110-4020-422.50-08	TILES	245.00	
					VENDOR TOTAL *	245.00	
0007176	MCCANN INDUSTRIES INC						
01249715	008860	01	09/30/2009	110-6041-432.40-09	CONCRETE CURING	140.20	
01249147	008565	01	09/30/2009	110-6046-418.50-01	ROOF REPAIR	100.88	
07109348	008215	01	09/30/2009	110-6047-512.40-53	TRK/PARTS PW74, PW166	206.13	
07109428	008216	01	09/30/2009	110-6047-512.50-16	TRK/PARTS PW74	26.19	
07109349	008217	01	09/30/2009	110-6047-512.50-16	TRK/PARTS PW74	21.49	
07109327	008218	01	09/30/2009	110-6047-512.50-16	RETURNED MERCHANDISE	35.49	
07109836	008949	01	09/30/2009	110-6047-512.50-16	TRK/PARTS PW74, PW166	1,692.14	
07109913	008950	01	09/30/2009	110-6047-512.50-16	TRK/PARTS PW74, PW166	17.07	
					VENDOR TOTAL *	2,168.61	
0001049	MCI						
08611797999	008181	01	09/30/2009	110-0094-454.30-75	MONTHLY PHONE	3.53	
08611797999	008170	01	09/30/2009	110-1001-411.30-75	MONTHLY PHONE	22.81	
08611797999	008171	01	09/30/2009	110-2006-413.30-75	MONTHLY PHONE	18.29	
08611797999	008179	01	09/30/2009	110-2007-413.30-75	MONTHLY PHONE	4.39	
08611797999	008180	01	09/30/2009	110-2008-413.30-75	MONTHLY PHONE	23.00	
08611797999	008172	01	09/30/2009	110-3015-414.30-75	MONTHLY PHONE	1.24	
08611797999	008173	01	09/30/2009	110-4020-422.30-75	MONTHLY PHONE	9.45	
08611797999	008174	01	09/30/2009	110-4022-423.30-75	MONTHLY PHONE	.62	
08611797999	008175	01	09/30/2009	110-5030-421.30-75	MONTHLY PHONE	55.65	
08611797999	008176	01	09/30/2009	110-6040-431.30-75	MONTHLY PHONE	28.17	
08611797999	008177	01	09/30/2009	110-7060-451.30-75	MONTHLY PHONE	16.59	
08611797999	008178	01	09/30/2009	510-6055-502.30-75	MONTHLY PHONE	31.22	
					VENDOR TOTAL *	214.96	
0002941	MCMaster-CARR SUPPLY CO						
36996345	008338	01	09/30/2009	110-4020-422.50-08	SUPPLIES	401.68	
37365699	008339	01	09/30/2009	110-4020-422.60-68	THREADED ROD/ACORN NUT	30.59	

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0002941	MCMASTER-CARR SUPPLY CO								
37270848	008340	01	09/30/2009		110-4020-422.60-68	ROD/BALL	23.83		
37437100	008620	01	09/30/2009		110-4020-422.50-08	CINCHING STRAP	39.36		
37279101	008621	01	09/30/2009		110-4020-422.50-08	SUPPLIES	179.61		
37284862	008728	01	09/30/2009		110-6046-418.50-01	THERMOMETER	36.80		
37365718	008341	01	09/30/2009		382-0000-463.80-35	HOOKS	68.82		
37279103	008342	01	09/30/2009		510-6057-502.40-98	TOOLS	130.99		
37442046	008729	01	09/30/2009		510-6057-502.50-08	TUBE REPAIR	6.15		
						VENDOR TOTAL *	917.83		
0014509	MEDCO SUPPLY CO								
41073329	008629	01	09/30/2009		110-2006-413.40-98	SUPPLIES	11.27		
41073329	008630	01	09/30/2009		110-5030-421.40-98	SUPPLIES	11.27		
41073329	008631	01	09/30/2009		110-6041-432.40-98	SUPPLIES	11.27		
41073329	008632	01	09/30/2009		110-6043-434.40-98	SUPPLIES	11.27		
41073329	008633	01	09/30/2009		110-6044-435.40-98	SUPPLIES	11.27		
41073329	008634	01	09/30/2009		110-6046-418.40-98	SUPPLIES	11.27		
41073329	008635	01	09/30/2009		110-6047-512.40-98	SUPPLIES	11.27		
41073329	008636	01	09/30/2009		510-6052-501.40-98	SUPPLIES	11.28		
41073329	008637	01	09/30/2009		510-6057-502.40-98	SUPPLIES	11.28		
						VENDOR TOTAL *	101.45		
0000366	MEL'S ACE HARDWARE								
410832/4	008580	01	09/30/2009		110-6046-418.50-01	ROOF REPAIR	13.64		
410992/4	008866	01	09/30/2009		382-0000-463.80-35	ORGANIZER/HANGER STORAGE	21.21		
410977/4	008867	01	09/30/2009		382-0000-463.80-35	WASTEBASKET/BUCKET	77.80		
410975/4	008581	01	09/30/2009		510-6052-501.40-98	TOOLS	11.67		
410729/4	008582	01	09/30/2009		510-6052-501.40-98	TOOLS	30.57		
410848/4	008274	01	09/30/2009		510-6057-502.50-08	GAS MIXER REPAIR	10.23		
410846/4	008710	01	09/30/2009		510-6057-502.50-08	GAS MIXING UNIT REPAIR	14.63		
						VENDOR TOTAL *	179.75		
0012075	MENARDS- GLENDALE HEIGHTS								
51625	008569	01	09/30/2009		110-4020-422.50-01	DOOR TRIM REPLACEMENT	46.11		
						VENDOR TOTAL *	46.11		
0007364	METROPOLITAN LIFE INSURANCE CO								
00105	008592	01	09/30/2009		110-1001-411.20-05	DENTAL INS	274.26		
00105	008593	01	09/30/2009		110-2006-413.20-05	DENTAL INS	1,248.35		
00105	008594	01	09/30/2009		110-2007-413.20-05	DENTAL INS	215.94		
00105	008595	01	09/30/2009		110-3015-414.20-05	DENTAL INS	225.40		
00105	008596	01	09/30/2009		110-4020-422.20-05	DENTAL INS	3,734.02		
00105	008597	01	09/30/2009		110-4025-424.20-05	DENTAL INS	266.38		
00105	008598	01	09/30/2009		110-5030-421.20-05	DENTAL INS	6,085.72		
00105	008599	01	09/30/2009		110-6040-431.20-05	DENTAL INS	1,825.24		
00105	008600	01	09/30/2009		110-7060-451.20-05	DENTAL INS	323.12		
00105	008601	01	09/30/2009		210-8070-452.20-05	DENTAL INS	915.77		
00105	008602	01	09/30/2009		510-6050-501.20-05	DENTAL INS	293.17		
00105	008603	01	09/30/2009		510-6055-502.20-05	DENTAL INS	204.91		

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0007364 00105	METROPOLITAN LIFE 008604		01 09/30/2009	530-0088-503.20-05	DENTAL INS	149.75	
VENDOR TOTAL *						15,762.03	
0009371 2071896 2068977 2080096	MICRO CENTER A/R 008350 008351 008352		01 09/30/2009 01 09/30/2009 01 09/30/2009	110-2008-413.40-72 110-2008-413.40-72 110-2008-413.40-72	RAM/MOUSE/WIRE ORGANIZER/ BACKUP/MOUSE RAM/PRINTER	171.91 69.86 234.96	
VENDOR TOTAL *						476.73	
0017275 122166 122166 122166 122166 122166 122166	MIDAMERICAN ENERGY CO 008689 008691 008687 008688 008686 008690		01 09/30/2009 01 09/30/2009 01 09/30/2009 01 09/30/2009 01 09/30/2009 01 09/30/2009	110-6041-432.30-24 110-6044-435.30-24 510-6051-501.30-24 510-6052-501.30-24 510-6057-502.30-24 530-0088-503.30-24	MONTHLY ELECTRIC MONTHLY ELECTRIC MONTHLY ELECTRIC MONTHLY ELECTRIC MONTHLY ELECTRIC MONTHLY ELECTRIC	2,829.06 601.35 4,191.66 6,437.57 68,596.63 3,337.15	
VENDOR TOTAL *						85,993.42	
0005996 S257125 N257535	MIDWEST FUEL INJECTION SERVICE 008213 008214		01 09/30/2009 01 09/30/2009	110-6047-512.50-02 110-6047-512.50-02	TRK/PARTS PW74 TRK/PARTS PW74	416.33 477.00	
VENDOR TOTAL *						893.33	
0017125 NOV 2009 NOV 2009 NOV 2009	MIDWEST OPERATING ENGRS H & W 008606 008608 008607		01 09/30/2009 01 09/30/2009 01 09/30/2009	110-6040-431.20-04 510-6050-501.20-04 510-6055-502.20-04	HEALTH INS HEALTH INS HEALTH INS	41,134.50 21,136.50 13,761.00	
VENDOR TOTAL *						76,032.00	
0011851 0909-7	MILLER PARTNERS DESIGN 008525		01 09/30/2009	110-7060-451.30-52	FALL CALENDAR	529.45	
VENDOR TOTAL *						529.45	
0018204 380 S SUNNYSIDE	MILLER, JIM 008424		01 09/30/2009	510-6056-502.30-90	SEWER LINE REIMBURSEMENT	1,900.00	
VENDOR TOTAL *						1,900.00	
0013967 125170205	MOORE WALLACE 008697		01 09/30/2009	110-1001-411.40-98	BUSINESS LICENSE/2010	1,063.89	
VENDOR TOTAL *						1,063.89	
0007257 IL10-397379	MOTION INDUSTRIES, INC 008713		01 09/30/2009	510-6057-502.50-08	GEARBOX REPAIR	1,276.69	
VENDOR TOTAL *						1,276.69	
0000378 89988395 89998130	MOTOROLA - COLLECTION CTR DR 008212 008951		01 09/30/2009 01 09/30/2009	110-5030-421.40-41 110-5030-421.40-41	EARPIECE EARPIECE	80.04 80.04	

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0000378 89997170	MOTOROLA - COLLECTION CTR DR 008952		01 09/30/2009	110-5030-421.40-41	MICROPHONE REPLACEMENT	138.00	
					VENDOR TOTAL *	298.08	
0005471 2425000	MTS SAFETY PRODUCTS, INC 008549		01 09/30/2009	110-5030-421.40-11	UNIFORM SUPPLIES	72.05	
					VENDOR TOTAL *	72.05	
0007206 10/09	MUNICIPAL CLERKS OF DUPAGE COUNTY 008754		01 09/23/2009	110-1001-411.60-11	MEETING REGISTRATION	CHECK #: 128778	30.00
					VENDOR TOTAL *	.00	30.00
0006930 09/15/2009	MUNICIPAL FLEET MANAGERS ASSN 008924		01 09/30/2009	110-6040-431.60-11	2009 FORD HYBRID TRAINING	180.00	
					VENDOR TOTAL *	180.00	
0000384 2009346	NALCO CO 008280		01 09/30/2009	510-6057-502.40-25	LAB SUPPLIES	153.00	
					VENDOR TOTAL *	153.00	
0008413 12345	NATIONAL TACTICAL OFFICERS ASSN 008543		01 09/30/2009	110-5030-421.60-37	MEMBERSHIP	150.00	
					VENDOR TOTAL *	150.00	
0008072 45540578 45540578 45540578	NEOPOST 008617 008618 008619		01 09/30/2009 01 09/30/2009 01 09/30/2009	110-2006-413.40-31 110-2006-413.40-33 110-2006-413.40-33	MAINT METER RENTAL RATE PAK PROTECTION	949.28 1,021.99 168.96	
					VENDOR TOTAL *	2,140.23	
0005845 26-13-75-0650 5209073557 1200340000 1428340000 7816640000 39-23-24-0000 7763000144 52-71-78-0000 43-64-24-0000 53-33-68-0000	NICOR GAS 2008151 3 008261 4 008164 1 008166 8 008260 0008161 2 008162 8008149 6008154 7008158		01 09/30/2009 01 09/30/2009 01 09/30/2009 01 09/30/2009 01 09/30/2009 01 09/30/2009 01 09/30/2009 01 09/30/2009 01 09/30/2009 01 09/30/2009	110-4020-422.30-29 110-4020-422.30-29 110-5030-421.30-29 110-6046-418.30-29 110-6046-418.30-29 110-7060-451.30-29 210-8070-452.30-29 510-6056-502.30-29 510-6056-502.30-29 510-6057-502.30-29	MONTHLY GAS MONTHLY GAS MONTHLY GAS MONTHLY GAS MONTHLY GAS MONTHLY GAS MONTHLY GAS MONTHLY GAS MONTHLY GAS MONTHLY GAS	97.87 132.13 141.98 108.16 570.95 26.30 664.32 31.14 78.92 1,146.46	
					VENDOR TOTAL *	2,998.23	
0008727 10/15/2009 10/07-10/08/09 09/08/09	NORTHERN IL UNIVERSITY - OUTREACH 008871 008868 008015		01 09/30/2009 01 09/30/2009 01 09/10/2009	110-1001-411.60-11 750-0000-491.60-59 760-0000-491.60-59	REGISTRATION REGISTRATION CONFERENCE REGISTRATIONS	147.00 350.00 CHECK #: 128510	600.00-
					VENDOR TOTAL *	497.00	600.00-
0016906	NORTHERN WATER WORKS SUPPLY						

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0016906	NORTHERN WATER WORKS SUPPLY						
S01214552.001	008666		01 09/30/2009	510-6052-501.40-64	B-BOX REPAIR	1,687.50	
					VENDOR TOTAL *	1,687.50	
0007565	NOTARY PUBLIC ASSN OF IL						
B LUCCHINI	008693		01 09/30/2009	110-5030-421.60-37	NOTARY RENEWAL	45.00	
M BURROUGHS	008694		01 09/30/2009	110-5030-421.60-37	NOTARY RENEWAL	45.00	
					VENDOR TOTAL *	90.00	
0018147	NOVAPRO RISK SOLUTIONS, LP						
GM00040301	008248		01 09/30/2009	110-0082-416.60-28	CLAIM FEES/AUG 2009	850.00	
					VENDOR TOTAL *	850.00	
0002470	O'HARE TOWING SERVICE						
356839	008335		01 09/30/2009	110-4020-422.60-68	TOWING SVCS	90.00	
357154	008869		01 09/30/2009	110-4020-422.60-68	TOWING SVCS	90.00	
					VENDOR TOTAL *	180.00	
0018206	O'ROURKE, KEVIN						
09/01-09/16/09	008315		01 09/30/2009	110-0086-453.30-52	CATV PROF SVCS	175.75	
					VENDOR TOTAL *	175.75	
0008640	OFFICE DEPOT						
489346687001	008976		01 09/30/2009	110-1001-411.40-33	SUPPLIES	47.76	
485804272001	008250		01 09/30/2009	110-2006-413.40-33	SUPPLIES	43.47	
486876833001	008252		01 09/30/2009	110-2006-413.40-33	SUPPLIES	84.58	
488037772001	008733		01 09/30/2009	110-2006-413.40-33	FOLDERS	23.95	
488579553001	008971		01 09/30/2009	110-2006-413.40-33	SUPPLIES	72.48	
489346550001	008974		01 09/30/2009	110-2006-413.40-33	SUPPLIES	2.66	
489346687001	008975		01 09/30/2009	110-2006-413.40-33	SUPPLIES	35.64	
488579553001	008973		01 09/30/2009	110-2007-413.40-33	SUPPLIES	10.60	
488037772001	008732		01 09/30/2009	110-2008-413.40-31	TONER	73.86	
488579553001	008972		01 09/30/2009	110-4025-424.40-33	SUPPLIES	16.34	
485804272001	008251		01 09/30/2009	110-6040-431.40-33	SUPPLIES	62.67	
					VENDOR TOTAL *	474.01	
0018219	OSIO-BROWN EDITIONS						
OBE2009-720	008642		01 09/30/2009	110-4020-422.40-98	POSTCARD PHOTOS	445.00	
					VENDOR TOTAL *	445.00	
0000416	OTIS ELEVATOR CO						
CY31047001	008567		01 09/30/2009	110-5030-421.30-98	PRESSURE TEST	250.00	
CY31048001	008566		01 09/30/2009	530-0088-503.30-25	PRESSURE TEST	250.00	
					VENDOR TOTAL *	500.00	
0008717	PAT KEAN'S FRIENDLY FORD						
155790	008223		01 09/30/2009	110-6047-512.50-16	STOCK	142.00	
155939	008224		01 09/30/2009	110-6047-512.50-16	TRK/PARTS PD-8, PD-7	132.02	
C15364	008943		01 09/30/2009	110-6047-512.50-02	AUTO/PARTS E-23	506.81	

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0008717	PAT KEAN'S FRIENDLY FORD							
155824	008944		01	09/30/2009	110-6047-512.50-16	AUTO/PARTS E-23	611.61	
155968	008945		01	09/30/2009	110-6047-512.50-16	TRK/PARTS PD-32	119.20	
155898	008946		01	09/30/2009	110-6047-512.50-16	CORE CREDIT	100.00-	
						VENDOR TOTAL *	1,411.64	
0016401	PAUL CONWAY SHIELDS							
0252120-IN	008626		01	09/30/2009	110-4020-422.60-98	FOOTWARE	239.50	
						VENDOR TOTAL *	239.50	
0001467	PINE, JOE							
09/01-09/16/09	008312		01	09/30/2009	110-0086-453.30-52	CATV PROF SVCS	200.00	
						VENDOR TOTAL *	200.00	
0003775	PITNEY BOWES							
974904	008564		01	09/30/2009	110-2006-413.40-33	E-Z SEAL	93.48	
						VENDOR TOTAL *	93.48	
0014232	POMP'S TIRE SERVICE, INC							
67770	008953		01	09/30/2009	110-6047-512.50-20	TIRES/E-16	179.07	
						VENDOR TOTAL *	179.07	
0014293	PRECISIONFORM, INC							
37641	008908		01	09/30/2009	110-6044-435.40-60	TRAFFIC SIGNAL PARTS	280.00	
						VENDOR TOTAL *	280.00	
0010820	RADABAUGH, MARK							
09/01-09/16/09	008314		01	09/30/2009	110-0086-453.30-52	CATV PROF SVCS	180.00	
						VENDOR TOTAL *	180.00	
0006074	RESOURCE UTILITY SUPPLY CO							
061576	008655		01	09/30/2009	510-6052-501.40-07	WATER SYSTEM REPAIR	284.20	
061600	008656		01	09/30/2009	510-6052-501.40-07	WATER SYSTEM REPAIR	2,842.00	
061601	008657		01	09/30/2009	510-6052-501.50-12	WATER MAIN CLAMPS	2,478.47	
061703	008658		01	09/30/2009	510-6052-501.40-64	VALVE INSTALLS	787.50	
061835	008659		01	09/30/2009	510-6052-501.40-07	WATER SYSTEM REPAIRS	1,355.24	
061840	008660		01	09/30/2009	510-6052-501.40-64	VALVE INSTALLS	1,380.00	
						VENDOR TOTAL *	9,127.41	
0016460	RUBBER-INC							
516165	008955		01	09/30/2009	110-6047-512.50-20	TIRE SUPPLIES	40.44	
						VENDOR TOTAL *	40.44	
0001751	S & S INDUSTRIAL SUPPLY							
3096367 RI	008724		01	09/30/2009	110-6046-418.40-24	SUPPLIES	190.93	
						VENDOR TOTAL *	190.93	
0000473	SAKASH, JOHN CO INC							
238400	008343		01	09/30/2009	382-0000-463.80-35	BOLT ANCHOR	32.00	

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0000473	SAKASH, JOHN CO INC							
						VENDOR TOTAL *	32.00	
0005250 74863	SCBAS, INC 008540		01	09/30/2009	110-4020-422.50-08	COMPRESSOR SVC/REPAIR	926.15	
						VENDOR TOTAL *	926.15	
0009953 22619	SCHWAN INCORPORATED 008283		01	09/30/2009	510-6057-502.50-08	MOTOR BRAKE REPAIR	594.75	
						VENDOR TOTAL *	594.75	
0010169 62140-01 62297 62419 62140-01	SEAWAY SUPPLY 008643 008645 008909 008644		01	09/30/2009	110-6046-418.40-98	SUPPLIES	97.50	
			01	09/30/2009	110-6046-418.40-24	SUPPLIES	401.25	
			01	09/30/2009	110-6046-418.40-24	SUPPLIES	367.50	
			01	09/30/2009	510-6057-502.40-98	SUPPLIES	97.50	
						VENDOR TOTAL *	963.75	
0000484 1637558	SEYFARTH SHAW LLP 008535		01	09/30/2009	110-0081-415.30-32	LEGAL SVCS	3,471.97	
						VENDOR TOTAL *	3,471.97	
0001674 91188 91189 91187 91192	SHORE GALLERIES 008550 008551 008552 008553		01	09/30/2009	110-5030-421.40-01	AMMUNITION	4,231.20	
			01	09/30/2009	110-5030-421.40-01	AMMUNITION	4,231.20	
			01	09/30/2009	110-5030-421.40-01	AMMUNITION	4,231.20	
			01	09/30/2009	110-5030-421.40-01	AMMUNITION	539.52	
						VENDOR TOTAL *	13,233.12	
0018222 018164 018164	SIEGENTHALER, JULIE 008610 008611		01	09/30/2009	110-0000-371.04-00	ZONING APPLICATION REFUND	500.00	
			01	09/30/2009	110-0000-371.04-00	ZONING APPLICATION REFUND	63.00	
						VENDOR TOTAL *	437.00	
0011543 107618 107618 107618 107618 107618	SIKICH LLP 008207 008208 008209 008210 008211		01	09/30/2009	110-2006-413.30-03	AUDIT FEES	660.00	
			01	09/30/2009	210-8070-452.30-03	AUDIT FEES	120.00	
			01	09/30/2009	510-6050-501.30-03	AUDIT FEES	240.00	
			01	09/30/2009	510-6055-502.30-03	AUDIT FEES	405.00	
			01	09/30/2009	530-0088-503.30-03	AUDIT FEES	75.00	
						VENDOR TOTAL *	1,500.00	
0015775 09/01-09/16/09	SINNOTT, SHAUN 008319		01	09/30/2009	110-0086-453.30-52	CATV PROF SVCS	139.75	
						VENDOR TOTAL *	139.75	
0014453 26044	SOLID IMPRESSIONS 008522		01	09/30/2009	110-7060-451.30-52	FALL CALENDAR	1,580.68	
						VENDOR TOTAL *	1,580.68	
0018203	SOUTHWORTH, BOB					VENDOR TOTAL *	1,580.68	

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0018203	SOUTHWORTH, BOB		01	09/30/2009	510-6056-502.30-90	SEWER LINE REIMBURSEMENT	2,000.00	
	241 N BERTEAU 008423							
						VENDOR TOTAL *	2,000.00	
0003393	STANDARD INDUSTRIAL & AUTO EQPT, INC							
43950	008956		01	09/30/2009	110-6047-512.50-02	COMPRESSOR REPAIR	545.00	
43950	008957		01	09/30/2009	110-6047-512.50-16	COMPRESSOR REPAIR	237.10	
						VENDOR TOTAL *	782.10	
0018184	STANDARD MAGNETO		01	09/16/2009	110-4020-422.60-68	ANTIQUE FIRE TRK PARTS	CHECK #: 128771	513.70
	292750 008135							
						VENDOR TOTAL *	.00	513.70
0008228	SUBURBAN LABORATORIES INC							
97442	008273		01	09/30/2009	510-6057-502.30-33	LAB TEST	576.00	
97564	008716		01	09/30/2009	510-6057-502.30-33	LAB TEST	762.50	
						VENDOR TOTAL *	1,338.50	
0002854	SUNRISE COMMUNICATIONS, INC		01	09/30/2009	110-0086-453.30-52	DVD DUPLICATION	31.00	
	2066 008320							
						VENDOR TOTAL *	31.00	
0008208	SUNSHINE FILTERS OF PINELLAS INC		01	09/30/2009	510-6057-502.50-08	FILTERS	395.28	
	097008 008281							
						VENDOR TOTAL *	395.28	
0009845	SYNAGRO CENTRAL		01	09/30/2009	510-6057-502.30-58	SLUDGE HAULING/LAND APPLI	10,566.50	
	30558 008715							
						VENDOR TOTAL *	10,566.50	
0014235	TEAM SALES LTD		01	09/23/2009	110-5030-421.40-11	POLICE ACADEMY UNIFORMS	CHECK #: 128773	155.00
	9/17/09 008749		01	09/23/2009	110-5030-421.40-11	POLICE ACADEMY UNIFORMS	CHECK #: 128774	155.00
	9/17/09 008750							
						VENDOR TOTAL *	.00	310.00
0000525	TERRACE SUPPLY CO		01	09/30/2009	110-5030-421.60-01	ANIMAL CONTROL	64.82	
	574464 008290		01	09/30/2009	110-6046-418.40-98	GRINDING WHEELS	54.77	
	572200 008586		01	09/30/2009	110-6046-418.40-98	RETURNED MERCHANDISE	25.79	
	CM3635 008587		01	09/30/2009	110-6047-512.50-16	TRK/PARTS PW176T	42.00	
	574153 008919		01	09/30/2009	110-6047-512.50-16	AIR VALVE	25.00	
	574884 008920							
						VENDOR TOTAL *	160.80	
0005685	TESTING SERVICE CORP		01	09/30/2009	510-6056-502.80-13	PUBLIC UTILITY IMPROVE	2,445.80	
	IN077982 009004							
						VENDOR TOTAL *	2,445.80	
0018067	THE GROUP TRAVEL LEADER INC		01	09/30/2009	110-0094-454.60-45	AD	1,946.50	
	2009-1256 008536							

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0018067	THE GROUP TRAVEL LEADER INC							
						VENDOR TOTAL *	1,946.50	
0012940	THE TAPE CO							
SOINV000721668	008347		01	09/30/2009	110-2008-413.40-73	DV TAPES	302.30	
						VENDOR TOTAL *	302.30	
0000528	THOMPSON ELEVATOR	INSPECTION SVC						
09-3285	008639		01	09/30/2009	110-4025-424.30-12	ELEVATOR PLAN REVIEW	60.00	
09-3113	008578		01	09/30/2009	110-7060-451.50-01	ELEVATOR INSPECTION	55.00	
						VENDOR TOTAL *	115.00	
0000533	TRAFFIC CONTROL & PROTECTION							
64771	008978		01	09/30/2009	110-6041-432.40-52	VALUCLIPS/ALUMINUM BLANK	221.31	
						VENDOR TOTAL *	221.31	
0000403	TRANSHICAGO TRUCK GROUP AND							
6097192	008191		01	09/30/2009	110-6047-512.50-16	TRK/PARTS PW79	157.70	
6097193	008192		01	09/30/2009	110-6047-512.50-16	STOCK	36.51	
						VENDOR TOTAL *	194.21	
0000536	TREE TOWNS REPROGRAPHICS, INC							
0000132986	008529		01	09/30/2009	110-7060-451.60-44	ARCHITECTURE EXHIBIT PLAN	132.00	
0000132986	008530		01	09/30/2009	110-7060-451.60-64	ARCHITECTURE EXHIBIT PLAN	132.00	
						VENDOR TOTAL *	264.00	
0005339	TRI-RIVER POLICE TRAINING REGION							
2937	008886		01	09/30/2009	110-5030-421.60-11	TRAINING CLASS	3,300.00	
						VENDOR TOTAL *	3,300.00	
0000538	TRI-STATE HYDRAULICS INC							
30800	008958		01	09/30/2009	110-6047-512.50-02	TRK/PARTS PW117	195.00	
30787	008959		01	09/30/2009	110-6047-512.50-02	TRK/PARTS PW90	449.11	
						VENDOR TOTAL *	644.11	
0014480	TROUT, FRANK JR							
09/01-09/16/09	008317		01	09/30/2009	110-0086-453.30-52	CATV PROF SVCS	165.00	
						VENDOR TOTAL *	165.00	
0015470	UNIFORMITY INC							
IN170807	008628		01	09/30/2009	110-4020-422.40-62	UNIFORM SUPPLIES	99.00	
						VENDOR TOTAL *	99.00	
0013900	UNION PACIFIC RAILROAD							
238879184	008422		01	09/30/2009	510-6050-501.30-26	CROSSING PIPELINE	180.00	
						VENDOR TOTAL *	180.00	
0003709	UNIQUE PRODUCTS & SERV CORP							
192804	008650		01	09/30/2009	110-6046-418.40-24	SUPPLIES	156.95	

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0003709 192989	UNIQUE PRODUCTS & 008734	SERV CORP	01	09/30/2009	110-6046-418.40-24	SUPPLIES	379.50	
						VENDOR TOTAL *	536.45	
0000709 7783	UNITED FENCE CO 008271		01	09/30/2009	110-6041-432.50-01	FENCE REPAIR	7,800.00	
						VENDOR TOTAL *	7,800.00	
0008222 202651	UNITED VISUAL 008346		01	09/30/2009	110-2008-413.30-52	SCREEN REPAIRS	293.30	
						VENDOR TOTAL *	293.30	
0005115 4619 4619 4650 4650	UNIVERSAL TAXI DISPATCH, INC 008262 008263 008323 008324		01	09/30/2009	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	193.00	
			01	09/30/2009	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	20.20	
			01	09/30/2009	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	170.00	
			01	09/30/2009	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	21.20	
						VENDOR TOTAL *	404.40	
0018130 00001Y3E41389	UPS 008880		01	09/30/2009	110-2007-413.30-49	SHIPPING FEES	12.48	
						VENDOR TOTAL *	12.48	
0000550 09/01-09/16/09	URICK, EUGENIE 008308		01	09/30/2009	110-0086-453.30-52	CATV PROF SVCS	942.50	
						VENDOR TOTAL *	942.50	
0014788 2284308541	VERIZON WIRELESS 008182		01	09/30/2009	110-2008-413.30-98	MONTHLY PHONE	1,506.16	
						VENDOR TOTAL *	1,506.16	
0002339 00003555	VERNON SYSTEMS LIMITED 008526		01	09/30/2009	110-7060-451.40-16	ANNUAL SUPPORT CONTRACT	1,300.00	
						VENDOR TOTAL *	1,300.00	
0000559 21117	VIKING AWARDS 008969		01	09/30/2009	110-4020-422.60-68	NAME PLATES	78.00	
						VENDOR TOTAL *	78.00	
0014891 214752/2 214710/2 214813/2 214842/2	VILLA PARK ACE 008277 008276 008708 008709		01	09/30/2009	510-6056-502.50-11	BROOM	11.68	
			01	09/30/2009	510-6057-502.50-08	GAS MIXER REPAIR	9.76	
			01	09/30/2009	510-6057-502.50-08	CLAMPLAMP	16.18	
			01	09/30/2009	510-6057-502.50-08	TUBE REPAIR	4.57	
						VENDOR TOTAL *	42.19	
0000560 01727641	VILLA PARK ELECTRICAL SUPPLY 008717		01	09/30/2009	510-6056-502.50-10	RADIO UPGRADE	86.48	
						VENDOR TOTAL *	86.48	
0000561	VILLA PARK MATERIAL CO INC							

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0000561 84137 84041	VILLA PARK MATERIAL CO INC 008862 008863		01 09/30/2009 01 09/30/2009	110-6041-432.40-14 110-6041-432.40-14	CONCRETE CONCRETE	2,769.50 2,718.00	
					VENDOR TOTAL *	5,487.50	
0018224 9/30/09	VILLAGE OF FOREST PARK 008753		01 09/23/2009	110-1001-411.60-11	PRESENTATION REGISTRATION	CHECK #: 128777	20.00
					VENDOR TOTAL *	.00	20.00
0006095 VS-76808	VITAL SIGNS USA INC 008331		01 09/30/2009	382-0000-463.80-35	BRONZE DEDICATION PLAQUE	1,132.00	
					VENDOR TOTAL *	1,132.00	
0008762 343965A	VOLTEXX 008421		01 09/30/2009	110-2008-413.50-22	PRINTER REPAIR	89.00	
					VENDOR TOTAL *	89.00	
0013353 39411263 39457950	VWR INTL INC 008272 008288		01 09/30/2009 01 09/30/2009	510-6057-502.40-25 510-6057-502.40-25	LAB CHEMICALS LAB SUPPLIES/FILTERS	250.91 120.14	
					VENDOR TOTAL *	371.05	
0015717 480260 480261 480335	WENTWORTH TIRE-BENSENVILLE 008921 008922 008923		01 09/30/2009 01 09/30/2009 01 09/30/2009	110-6047-512.50-20 110-6047-512.50-20 110-6047-512.50-20	TRK/PARTS PW44 TRK/PARTS PW105 TIRE DISPOSAL	355.24 355.24 22.75	
					VENDOR TOTAL *	733.23	
0000573 40549 42576 42577	WEST AUTOMOTIVE SERVICE INC 008183 008960 008961		01 09/30/2009 01 09/30/2009 01 09/30/2009	110-4020-422.60-68 110-6047-512.50-16 110-6047-512.50-02	ANTIQUE FIRE TRUCK REPAIR TRK/PARTS PW66 TRK/PARTS PD-32	6,268.00 490.40 78.00	
					VENDOR TOTAL *	6,836.40	
0000576 91082 91147 91385 91612 91684 91426 91695 91443 88627 91666 91068 91575	WEST SUBURBAN OP, INC. 008255 008256 008333 008865 009007 009008 009009 008556 008254 008968 008524 008702		01 09/30/2009 01 09/30/2009	110-4020-422.60-25 110-4020-422.60-11 110-4020-422.40-98 110-4020-422.40-98 110-4020-422.40-98 110-4020-422.50-08 110-4020-422.50-08 110-4020-422.50-08 110-5030-421.40-33 110-6040-431.40-33 110-6040-431.40-33 110-7060-451.40-33 110-7060-451.40-33	FOLDERS/MONTHLY PLANNER BINDINGS/COVERS TAPE/KEY TAGS MOUNTING TAPE CERTIFICATES/PENS EXPANDABLE FOLDERS CLIPBOARDS SUPPLIES PENS DAILY PLANNER/CALENDAR RECORD/ACCOUNT BOOK ENVELOPES/FOLDERS	55.45 29.13 14.95 4.90 46.84 4.50 73.28 23.02 50.16 28.68 35.19 110.47	
					VENDOR TOTAL *	476.57	
0004668	WEST TOWN REFRIGERATION						

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0004668	WEST TOWN REFRIGERATION							
183476	008511		01	09/30/2009	110-5030-421.50-01	A/C REPAIR	1,047.50	
183477	008512		01	09/30/2009	110-5030-421.50-01	A/C REPAIR	286.25	
183857	008735		01	09/30/2009	110-6046-418.50-01	HVAC REPAIR	826.48	
						VENDOR TOTAL *	2,160.23	
0015020	WHITE KNIGHT DETAIL							
09/11/2009	008233		01	09/30/2009	110-6047-512.50-02	DETAILING SVCS/E-23	90.00	
09/18/2009	008913		01	09/30/2009	110-6047-512.50-02	DETAILING SVCS/E-25	90.00	
						VENDOR TOTAL *	180.00	
0002838	WHOLESALE DIRECT							
000173117	008305		01	09/30/2009	110-6047-512.50-16	SNOWBRUSH	89.50	
000173118	008306		01	09/30/2009	110-6047-512.50-16	RUBBER WORK LAMP	45.24	
						VENDOR TOTAL *	134.74	
0016356	WILLIAMS ARCHITECTS							
0013520	008701		01	09/30/2009	110-7060-451.80-23	PROFESSIONAL SVCS/CHURCH	584.56	
						VENDOR TOTAL *	584.56	
0005674	WINKLER'S TREE SERVICE INC							
39705	008253		01	09/30/2009	110-6043-434.30-22	DED TREE REMOVAL	5,795.57	
39853	008745		01	09/30/2009	110-6043-434.30-91	DED INJECTION PROGRAM	1,988.32	
39835	008855		01	09/30/2009	110-6043-434.30-88	DED TREE REMOVAL	13,967.25	
39997	008856		01	09/30/2009	110-6043-434.30-88	DED TREE REMOVAL	3,386.61	
39832	008857		01	09/30/2009	110-6043-434.30-88	DED TREE REMOVAL	1,683.09	
						VENDOR TOTAL *	26,820.84	
0010931	WORLD FUEL SERVICES							
257224-1	008875		01	09/30/2009	110-6047-512.40-19	GASOLINE	13,894.08	
						VENDOR TOTAL *	13,894.08	
0009930	WORLDPOINT ECC, INC							
5065849	008533		01	09/30/2009	110-4020-422.50-08	FACE SHIELDS	62.65	
						VENDOR TOTAL *	62.65	
0015783	WURTH USA INC							
93410835	008991		01	09/30/2009	110-6041-432.40-98	SUPPLIES	12.84	
93410835	008992		01	09/30/2009	110-6044-435.40-98	SUPPLIES	12.84	
93410835	008993		01	09/30/2009	110-6046-418.40-98	SUPPLIES	12.83	
93410835	008994		01	09/30/2009	110-6047-512.40-98	SUPPLIES	12.83	
93410835	008995		01	09/30/2009	510-6052-501.40-98	SUPPLIES	113.94	
						VENDOR TOTAL *	165.28	
0018195	YORK MANOR TOWNHOMES							
201 S YORK	008184		01	09/30/2009	110-6041-432.30-55	REAR YARD DRAIN PROGRAM	1,000.00	
						VENDOR TOTAL *	1,000.00	
0000582	ZENGERS INC							

PREPARED 09/28/2009, 11:00:20  
 PROGRAM: GM339L  
 CITY OF ELMHURST, ILLINOIS  
 CITY

EXPENDITURE APPROVAL LIST  
 AS OF: 09/30/2009 CHECK DATE: 10/08/2009  
 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
0000582	ZENGER'S INC						
1214997-1	008188		01 09/30/2009	110-6047-512.40-53	DRILL BITS	4.72	
1214820-1	008189		01 09/30/2009	110-6047-512.50-16	STOCK	21.07	
1214731-1	008190		01 09/30/2009	110-6047-512.40-53	TOOLS/DRILL BITS	75.65	
1215577-1	008962		01 09/30/2009	110-6047-512.40-53	TOOL	60.05	
1215577-1	008963		01 09/30/2009	110-6047-512.50-16	STOCK	13.46	
1214401-1	008671		01 09/30/2009	510-6052-501.40-98	TOOLS	25.54	
					VENDOR TOTAL *	200.49	
0000583	ZEP SALES & SERVICE						
30397037	008293		01 09/30/2009	510-6057-502.40-24	SUPPLIES	190.79	
					VENDOR TOTAL *	190.79	
0018221	ZIELSTRA, VAN						
900 S KIRK	008614		01 09/30/2009	510-6056-502.30-90	SEWER LINE REIMBURSEMENT	2,000.00	
					VENDOR TOTAL *	2,000.00	
					HAND ISSUED TOTAL ***		8,694.14
					TOTAL EXPENDITURES ****	1,317,625.08	8,694.14
				GRAND TOTAL *****			1,326,319.22



# CITY OF ELMHURST

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

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

September 17, 2009

To: Members of the City Council

Re: Appointments and Reappointments to the Senior Citizens Commission – Carol Yesko, Mary Ann Szewczyk, Heidi Forbush, Kathy Lorenz, Ruth Maple, Denise Meyers and Joyce McIntosh

With your advice and consent, I will reappoint Carol Yesko, Mary Ann Szewczyk, and appoint Heidi Forbush, Kathy Lorenz, Ruth Maple, Denise Meyers and Joyce McIntosh to the Senior Citizens Commission for terms to expire April 30, 2012.

Respectfully yours,

Peter P. DiCianni III  
Mayor

PPD/ds  
Attachments

Copies To All  
Elected Officials  
09-17-09  
10-01-09

VandeWalle



# CITY OF ELMHURST

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CITY CLERK  
DAVID DYER  
CITY TREASURER  
THOMAS P. BORCHERT  
CITY MANAGER

September 24, 2009

**TO:** Mayor DiCianni and Members of the City Council  
**RE:** Bid, South Elevated Tank Interior Wet Painting & Exterior Pressure Washing

In response to an invitation to bid for the South Elevated Tank Interior Wet Painting & Exterior Pressure Washing project advertised in the Elmhurst Press on Friday, August 21, 2009, bids were received from nine area contractors.

Bids were opened at 10:00 a.m. on Tuesday, September 15, 2009, and following is a summary of the bids received:

<u>Contractor</u>	<u>Total Cost</u>
Tecorp Joliet, Illinois	\$67,800
L.C. United Sterling Hts., Michigan	\$69,600
Am-Coat Homer Glen, Illinois	\$81,380
Maxcor Lockport, Illinois	\$82,600
Jetco, Ltd Prospect Hts., Illinois	\$96,480
Bullseye Construction Lombard, Illinois	\$113,000

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G K Painting Lincoln Park, Michigan	\$138,000
Classic Protective Coatings Menomonee, Wisconsin	\$182,688
Pittsburgh Tank & Tower Henderson, Kentucky	\$193,200

Respectfully submitted,

*Patty Spencer*

Patty Spencer  
City Clerk



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

September 24, 2009

**TO:** Mayor DiCianni and Members of the City Council  
**RE:** Bid, Storm Station Landscaping Improvements

In response to an invitation to bid for the Storm Station Landscaping Improvements advertised in the Elmhurst Press on Friday, August 21, 2009, bids were received from nine area contractors.

Bids were opened at 10:00 a.m. on Tuesday, September 15, 2009, and following is a summary of the bids received:

<u>Contractor</u>	<u>Total Cost</u>
Breezy Hill Nursery, Inc. Salem, Wisconsin	\$79,600
Landworks Bolingbrook, Illinois	\$81,022
Allied Landscaping Joliet, Illinois	\$88,050
Speedy Gonzalez Chicago, Illinois	\$95,500
Cooling Land Concepts Fishers, Indiana	\$99,750
Copenhaver Gilbert, Illinois	\$104,000
Robert Ebl, Inc. Carol Stream, Illinois	\$109,086

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FBG Corp. \$132,000  
Elmhurst, Illinois

Conservation Land Stewardship \$174,671  
Elmhurst, Illinois

Respectfully submitted,

*Patty Spencer*

Patty Spencer  
City Clerk



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*Vande Walle*

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

September 21, 2009

**TO:** Mayor DiCianni and Members of the City Council

**RE:** Bid, York Street Improvements

In response to an invitation to bid for the York Street Improvements advertised in the Elmhurst Press on Friday, September 4, 2009, bids were received from four area contractors.

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

<u>Contractor</u>	<u>Total Cost</u>
R. W. Dunteman Company (Addison, IL)	\$766,683.54
Brothers Asphalt Paving, Inc. (Addison, IL)	\$840,898.80
K-Five Construction Corporation (Lemont, IL)	\$870,994.00
Orange Crush, LLC (Hillside, IL)	\$880,000.00

Respectfully submitted,

*Patty Spencer*  
Patty Spencer  
City Clerk

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THOMAS P. BORCHERT  
CITY MANAGER

September 23, 2009

To: Mayor DiCianni and Members of the City Council

Re: Review of City Council Procedures

It is respectfully requested that the attached request from Alderman Mulliner be referred to the Finance, Council Affairs and Administrative Services Committee for their review, evaluation and subsequent recommendation for City Council's consideration.

Respectfully submitted,

Thomas P. Borchert  
City Manager

TPB/pd  
Attachment

Copies To All  
Elected Officials

10-01-09

# Mark A. Mulliner

845 S Hillside Ave  
Elmhurst, Illinois 60126

T: 1 (630) 833-3278 F 1 (630) 279-2080  
E: mmulliner@comcast.net



September 22, 2009  
Mayor DiCianni & Members of the City Council  
City of Elmhurst  
209 N York Road  
Elmhurst, Illinois 60126

In the light of the changes on the City Council, I would like to request that the appropriate review committee review the formal City Council procedures as detailed in chapter two of the MCO. Many procedures have changed during the past six months and I feel this is an opportunity for the City Council to review the Council procedures to make sure that they match the will of the current City Council as well as are in line with the changes that have occurred lately.

Sincerely yours,

Mark A. Mulliner



# CITY OF ELMHURST

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THOMAS P. BORCHERT  
CITY MANAGER

September 28, 2009

TO: Mayor DiCianni and Members of the City Council

RE: **First Street Parking Deck Precast Concrete Materials**

On Monday, September 28, 2009 the Public Works and Buildings Committee met to review bids received for the First Street Parking Deck Precast Concrete Materials.

On September 8, 2009 the Elmhurst City Council approved the construction of a parking deck located at 175 West First Street. As part of that construction, various packages will be put out for public bid. Those bids will be received, reviewed and presented to the Public Works and Buildings Committee as well as the Elmhurst City Council for approval. Currently the bids that have been received are for the precast concrete materials to construct the deck.

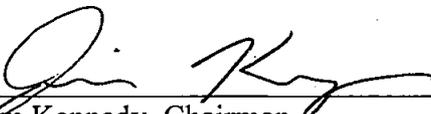
The low bidder was Illini Precast of Westchester, Illinois with a total bid of \$1,984,000. Illini Precast has produced materials for structures located in Woodridge, Wood Dale and Franklin Park municipalities. Reference checks indicate that the work was done in a satisfactory manner. Attached is the tabulation of the bids received..

Monies for this work have been approved in the FY 2009/2010 Budget, in account number 530-0088-503-80-19 in the amount of \$7,000,000.

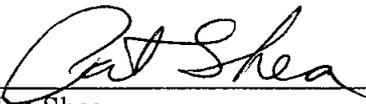
It is, therefore, the recommendation of the Public Works and Buildings Committee that the bid for precast materials from Illini Precast in the amount of \$1,984,000 be accepted and that the City Attorney be authorized to prepare an appropriate resolution and ordinance.

Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE

  
Jim Kennedy, Chairman

  
Michael Bram, Vice Chairman

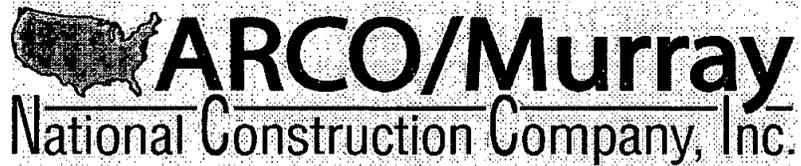
  
Pat Shea

Chris Healy

Copies To All  
Elected Officials  
10-01-09

cc: P.W. and  
Bldg. Comm.  
9-29-09

*Mayor JPB  
Huebner  
S. Bricker*



## BID COMPARISON SHEET

Project Name: 175 W 1st St. Parking Garage  
 Project Number: C0106

Spec Section: **03-3400**  
Precast Concrete  
 Date: 9.1.09

Page 1 of 1

ITEM	SUBCONTRACTORS		
<b>Company Name:</b>	Dukane Precast	Illini Precast	IPC, Inc.
<b>Phone Number:</b>	630.355.8118	708.562.7700	515.243.5118
<b>President</b>	R.G. Ripper	Chris Waggenbach	Matt McAllister
<b>Original Bid:</b>	\$2,350,000	\$1,984,000	\$1,965,000
<b>Bid Bond Received</b>	Yes	Yes	Yes
<b>Contractor's Certification Received</b>	Yes	Yes	Yes
<b>Addendum #1</b>	Yes	Yes	Yes
<b>Addendum #2</b>	Yes	Yes	Yes
<b>Design/Build/Structural Design</b>	Yes	Yes	Yes
<b>Precast</b>			
Twin T Panels	Included	Included	Included
In Lay Spandrel	Included	Included	Included
Formliner Spandrel	Included	Included	Included
Sandblast Spandrel	Included	Included	Included
Columns	Included	Included	Included
Beams	Included	Included	Included
Stairs	Included	Included	Included
Landings	Included	Included	Included
Roof Slabs	Included	Included	Included
<b>Caulking</b>	Included	Included	Included
<b>Pourstrips</b>	Included	Included	Included
<b>Grouting</b>	Included	Included	Included
<b>Footing Embeds</b>	Included	Included	Included
<b>Traffic Management</b>	Included	Included	Included
<b>Silane Sealer</b>	Included	Included	ADD \$19,300
<b>Performance and Payment Bond</b>	ADD \$47,000	Included	Included
<b>Adjusted Bid Amount</b>	<b>\$2,397,000</b>	<b>\$1,984,000.00</b>	<b>\$1,984,300.00</b>



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

September 28, 2009

To: Mayor DiCianni and Members of the City Council

Re: **South Elevated Tank Interior Wet Painting & Exterior Pressure Washing**

The Public Works and Buildings Committee met on September 28, 2009 to discuss bids for the painting of the interior wet portion of the South elevated water tank and pressure washing of the exterior of the tank. The interior was last painted in 1992. Since that time the paint coating has deteriorated and needs replacement.

The interior wet portion of the tank is subject to corrosion due to the wet environment also the tank has structural beams and seams that are showing corrosion. In addition the paint has worn off due to some freezing that occurs annually. The paint that is specified is a low volatile emission product that is approved for the interior of water storage tanks by the American Water Works Association and the US EPA. The proposed work will include sand blasting, removal of the existing paint, sealing of any openings between the beams and the surface of the tank wall and disinfection of the tank after the work is complete.

In addition the exterior of the tank will be pressure washed to remove soot and mold that has attached itself to the surface at and below the spheroid portion of the tank.

This maintenance work will have minimal impacts to the nearby residences.

Bids were opened on September 15, 2009 and proposals were received from nine area contractors. The bids were;

<u>Contractor</u>	<u>Total Price</u>
Tecorp Joliet, Illinois	\$67,800
L.C. United Sterling Hts., Michigan	\$69,600

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Elected Officials  
10-01-09

cc: P.W. and  
Bldg. Comm.  
*Mayor TPB*  
*Hughes Strachis*  
*9-24-09*

Mayor DiCianni and Members of the City Council

“South Elevated Tank Interior Wet Painting & Exterior Pressure Washing”

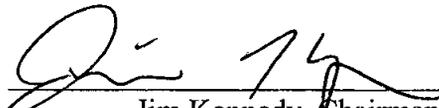
Am-Coat Homer Glen, Illinois	\$81,380
Maxcor Lockport, Illinois	\$82,600
Jetco, Ltd Prospect Hts. Illinois	\$96,480
Bullseye Construction Lombard, Illinois	\$113,000
G K Painting Lincoln Park, Michigan	\$138,000
Classic Protective Coatings Menomonee, Wisconsin	\$182,688
Pittsburgh Tank & Tower Henderson, Kentucky	\$193,200

Staff has checked the references provided by Tecorp Inc. and all references report acceptable work.

It is the recommendation of the Public Works and Buildings Committee that the low bid from Tecorp Inc. of Joliet, Illinois be accepted for \$67,800.

Funds for this project are budgeted in the capitol expenditures budget, 510-6057-502.80-20. The 2009/20010 projected budget for this project is \$80,000.

Respectfully submitted,  
PUBLIC WORKS AND BUILDINGS COMMITTEE

  
\_\_\_\_\_  
Jim Kennedy, Chairman

  
\_\_\_\_\_  
Michael J. Bram, Vice Chairman

  
\_\_\_\_\_  
Pat Shea

\_\_\_\_\_  
Chris Healy



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

September 28, 2009

TO: Mayor DiCianni and Members of the City Council

RE: **Disposal of City Equipment**

The Public Works and Buildings Committee met on Monday, September 28, 2009, to discuss the disposal of several pieces of equipment described on the inventory sheet (Exhibit A) that is included in the attached ordinance.

It has been recommended by staff that this equipment be disposed of at the DuPage Mayors and Manager's Auction on November 7, 2009. This auction has provided the City a favorable means of disposition of City equipment in the past. There is, however, a 15% service charge from DuPage Mayors and Managers for auctioning this equipment. In addition, a City representative must assist the conference during the auction day.

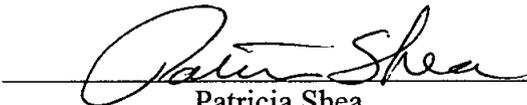
It is, therefore, the recommendation of the Public Works and Buildings Committee that these pieces of equipment be disposed of at the DuPage Mayors and Managers Conference auction on November 7, 2009 and that the City Council approve an ordinance authorizing the disposal of this equipment.

Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE

  
\_\_\_\_\_  
Jim Kennedy, Chairman

  
\_\_\_\_\_  
Michael Bram, Vice Chairman

  
\_\_\_\_\_  
Patricia Shea

\_\_\_\_\_  
Chris Healy

cc: P.W. and  
Bldg. Comm.

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10-01-09

*Mayor TPB  
Hughes Streets  
9-24-09*

2009 DuPage Mayors and Managers Conference Auction Inventory Form

Equipment No.	Serial/Vin No.	TYPE of Item	Year	Make	Model	Color	Mileage	Condition
T3	2FAFP71W21X166143	Car	2001	FORD	C.V.P.I.	White	107,818	Fair/Poor
PD 12	2FAFP71W94X163700	Car	2004	FORD	C.V.P.I.	White	94,093	Fair/Poor
T2	2FAFP71W41X166144	Car	2001	FORD	C.V.P.I.	White	96,497	Fair/Poor
PD 19	2FAFP71W16X100870	Car	2006	FORD	C.V.P.I.	White	97,808	Fair/Poor
E 23	2FAFP71W72X137805	Car	2002	FORD	C.V.P.I.	White	108,085	Fair/Poor
PD 1	1GNEC13205R244268	S.U.V.	2005	CHEVY	TAHOE	White	45,850	Accident Total
PD 28	2FAFP71W7XX205334	Car	1999	FORD	C.V.P.I.	White	88,168	Fair/Poor
E25	2FAFP71WOYX164627	Car	2000	FORD	C.V.P.I.	White	92,944	Fair/Poor
PD 32	2FAFP71W2YX164628	Car	2000	FORD	C.V.P.I.	Blue	102,621	Fair/Poor
PW 21	510375357	Skid Stear Loader	1993	BOBCAT	853H	White	NA	Fair/Poor
PW	P1877S	Street Sweeper	1996	Elgin	Pelican	Yellow	NA	Fair/Poor
PW18T	1D5000N9G17C1537	Machine Trailer	1986	Charles Machine	BWT14	Red	N/A	Fair/Poor
PW147	1T9ME1416LM199042	Trailer Tilt	1990	Trailavator	F3H-608	Gray	N/A	Fair/Poor
PW135T	14256-N	Trailer Tilt	1980	Trailavator	F2-608	Yellow	N/A	Fair/Poor
N/A	2-3634	Paint Striper		MB- Striper	3-10		N/A	Poor
PW101		Lawn Aerator	1990	Ryan	LawnAir 28	Green	N/A	Fair/Poor
PW156		Bed Edger	2000	Bedshaper	900	Yellow	N/A	Fair/Poor
PW178		Sidewalk Edger	1995	Tanaka	TLE-500	Orange	N/A	Fair/Poor
PW45		Walk Behind Mower	1993	Ransomes Bob-cat	XM3620	Green	N/A	Fair/Poor
		Walk Behind Mower	1994	Ransomes Bob-cat	XM3620	Green	N/A	Fair/Poor
PW153	9007849	Snowblower	1991	Toro	824	Red	N/A	Fair/Poor
N/A		Chainsaw		Tanaka	Pro Force	Orange	N/A	Fair/Poor
N/A		Chainsaw		Tanaka	Pro Force	Orange	N/A	Fair/Poor
N/A		Chainsaw		Tanaka	Pro Force	Orange	N/A	Fair/Poor
N/A		Chainsaw		Tanaka	Pro Force	Orange	N/A	Fair/Poor
N/A		Chainsaw		Jonsered	670 Super	Red	N/A	Fair/Poor
N/A		Chainsaw		Jonsered	670 Super	Red	N/A	Fair/Poor
N/A		Chainsaw		Jonsered	670 Super	Red	N/A	Fair/Poor



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CITY TREASURER  
THOMAS P. BORCHERT  
CITY MANAGER

September 28, 2009

To: Mayor DiCianni and Members of the City Council

Re: **York High School  
Speed Limit Sign Relocation**

The Public Affairs and Safety Committee met on September 28, 2009 to consider the recommendations from Brent Coulter of Coulter Transportation, along with input from the Elmhurst Police Department to address the resident concerns for speeding vehicles, traffic congestion and pedestrian safety on Elm Park Avenue.

Among the recommendations was the relocation of the westbound "20 mph School Speed Zone" signage on Elm Park Avenue one block west for improved visibility. The current sign location may be difficult to notice due to driver attention directed to an all-way stop sign and nearby tree foliage.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the appropriate ordinance be drafted and adopted by the City Council for the placement of the "20 mph School Speed Zone" signage on Elm Park Avenue to the rear of York High School from Grace to Alma Avenues.

Respectfully submitted,  
Public Affairs and Safety Committee

Patrick Wagner, Chairman

*Chris Nybo PER MR/EMSDW*  
Chris Nybo, Vice Chairman

  
Paula Pezza

Agenda/pa&s/2009 reports/York High School Speed Limit Sign Relocation

**PUBLIC AFFAIRS &  
SAFETY COMMITTEE**

Copies To All  
Elected Officials  
10-01-09

*Mayor JPB A Dy  
Kerr Pensauer Spencer  
9-24-09*



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THOMAS P. BORCHERT  
CITY MANAGER

September 28, 2009

To: Mayor DiCianni and Members of the City Council

RE: **Bensenville Fire Protection District #1**  
**Extension of Service**

On September 14, 2009 and again on September 28, 2009, the Public Affairs and Safety Committee met to discuss the status of the intergovernmental agreement with the Bensenville Fire Protection District #1 (BFPD). Per council action in the fall of 2008, the BFPD #1 was given a one-year extension to develop a plan to provide funding to continue fire protection services through the City of Elmhurst.

At the September 8, 2008 Public Affairs and Safety Committee meeting, a number of residents of BFPD #1 stated that they preferred to have Elmhurst as their first responding fire department and that they would work with the Fire Protection Board and their neighbors to find a way to pay the agreement calculated annual service fee.

The City of Elmhurst sent out a survey with three options:

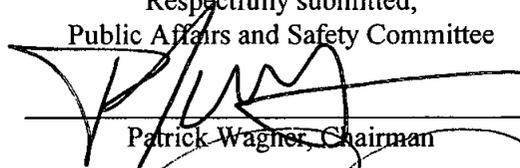
1. Annexation into the City of Elmhurst
2. Develop a Special Service Area
3. Terminate Service

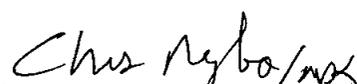
The vast majority of responses selected termination of service with the stipulation that they develop their own fire protection district and levy a tax of .40%. Research was done on the possibility of implementing a new district and increasing the tax levy to .40%. This process would be time consuming and difficult. After a meeting with the District Board, the Board offered to place a referendum on the February 2010 ballot to increase the tax levy to .40% which would allow the district to pay its fair share for fire protection services.

The Committee agreed to a 6-month extension of fire protection services to allow a February 2010 referendum. If the referendum does not pass, BFPD #1 would be offered a 6-month extension option to allow BFPD to arrange fire protection for the area.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Council approve a 6-month extension, with a 6-month option for BFPD #1, allowing a February 2010 referendum. If the referendum does not pass, a 6-month option (not to exceed October 31, 2010) would be allowed to BFPD #1 to make arrangements for fire protection for the area.

Respectfully submitted,  
Public Affairs and Safety Committee

  
Patrick Wagner, Chairman

  
Chris Nybo, Vice Chairman

  
Paula Pezza

Copies To All  
Elected Officials  
10-01-09

O - 40 - 2009

**AN ORDINANCE AUTHORIZING THE SALE OF SURPLUS  
PERSONAL PROPERTY**

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

**WHEREAS**, the City owns certain personal property described in Exhibit "A" which exhibit is attached hereto and made part hereof; and

**WHEREAS**, the corporate authorities of the City expressly find that the items of personal property described in Exhibit "A" are no longer necessary to, required for use, or in the best interest of the City to maintain and further find that it is in the best interest of the City to dispose of the described items as hereafter set forth.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Elmhurst, DuPage County, Illinois, as follows:

**Section 1. Recitals.**

The foregoing recitals are adopted as the corporate findings of the City as if fully restated herein.

**Section 2. Authorization.** The City Manger be and is hereby authorized and directed to sell or otherwise dispose of the items described in Exhibit "A" at the next DuPage Mayors and Managers Conference public-auction to be held on November 7, 2009, with or without advertising their sale. The corporate authorities hereby authorize

the City Manager to direct the DuPage Mayors and Managers Conference to enter into such agreements for the sale of the items of personal property described in Exhibit "A" pursuant to auction according to the terms of the auction set by the DuPage Mayors and Managers Conference. No bid shall be accepted for any of the items of personal property described in Exhibit "A" which is less than the minimum value set forth therein, unless the City Manager or his designee so authorizes. Upon receipt of the auction price in excess of the minimum value set forth for the items listed in Exhibit "A" or otherwise authorized by the City Manager, less a 15% administrative fee to be retained by the DuPage Mayors and Managers Conference, the City Manager is hereby authorized and directed to direct the DuPage Mayors and Managers Conference to convey and transfer title to the personal property listed in Exhibit "A" to the successful bidder. The City Manager is hereby authorized to arrange for a City representative to assist the DuPage Mayors and Managers Conference with the sale of such items during the auction day.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

**Section 3. Effective Date.** This Ordinance shall take effect upon its passage, approval and publication in pamphlet form.

**ADOPTED** this \_\_\_\_\_ day of October 2009 pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTENTION:** \_\_\_\_\_

**APPROVED** by me this \_\_\_\_\_ day of October 2009.

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

ATTESTED and filed in my office,  
and published in pamphlet form  
this \_\_\_\_\_ day of October 2009.

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

## EXHIBIT "A"

### ITEMS OF SURPLUS PERSONAL PROPERTY

2009 DuPage Mayors and Managers Conference Auction Inventory Form

Equipment No.	Serial/Vin No.	TYPE of Item	Year	Make	Model	Color	Mileage	Condition	Salvage \$
T3	2FAFP71W21X166143	Car	2001	FORD	C.V.P.I.	White	107,818	Fair/Poor	\$1,000.00
PD 12	2FAFP71W94X163700	Car	2004	FORD	C.V.P.I.	White	94,093	Fair/Poor	\$1,000.00
T2	2FAFP71W41X166144	Car	2001	FORD	C.V.P.I.	White	96,497	Fair/Poor	\$1,000.00
PD 19	2FAFP71W16X100870	Car	2006	FORD	C.V.P.I.	White	97,808	Fair/Poor	\$1,000.00
E 23	2FAFP71W72X137805	Car	2002	FORD	C.V.P.I.	White	108,085	Fair/Poor	\$1,000.00
PD 1	1GNEC13205R244268	S.U.V.	2005	CHEVY	TAHOE	White	45,850	Accident Total	\$500.00
PD 28	2FAFP71W7XX205334	Car	1999	FORD	C.V.P.I.	White	88,168	Fair/Poor	\$1,000.00
E25	2FAFP71WOYX164627	Car	2000	FORD	C.V.P.I.	White	92,944	Fair/Poor	\$1,000.00
PD 32	2FAFP71W2YX164628	Car	2000	FORD	C.V.P.I.	Blue	102,621	Fair/Poor	\$1,000.00
PW 21	510375357	Skid Stear Loader	1993	BOBCAT	853H	White	NA	Fair/Poor	\$ 3,000.00
PW	P1877S	Street Sweeper	1996	Elgin	Pelican	Yellow	NA	Fair/Poor	\$3,000.00
PW18T	1D5000N9G17C1537	Machine Trailer	1986	Charles Machine	BWT14	Red	N/A	Fair/Poor	\$250.00
PW147	1T9ME1416LM199042	Trailer Tilt	1990	Trailavator	F3H-608	Gray	N/A	Fair/Poor	\$ 100.00
PW135T	14256-N	Trailer Tilt	1980	Trailavator	F2-608	Yellow	N/A	Fair/Poor	\$ 100.00
N/A	2-3634	Paint Striper		MB- Striper	3-10		N/A	Poor	\$ 50.00
PW101		Lawn Aerator	1990	Ryan	LawnAir 28	Green	N/A	Fair/Poor	\$ 100.00
PW156		Bed Edger	2000	Bedshaper	900	Yellow	N/A	Fair/Poor	\$ 100.00
PW178		Sidewalk Edger	1995	Tanaka	TLE-500	Orange	N/A	Fair/Poor	\$ 100.00
PW45		Walk Behind Mower	1993	Ransomes Bob-cat	XM3620	Green	N/A	Fair/Poor	\$ 50.00
		Walk Behind Mower	1994	Ransomes Bob-cat	XM3620	Green	N/A	Fair/Poor	\$ 50.00
PW153	9007849	Snowblower	1991	Toro	824	Red	N/A	Fair/Poor	\$ 50.00
N/A		Chainsaw		Tanaka	Pro Force	Orange	N/A	Fair/Poor	\$ 25.00
N/A		Chainsaw		Tanaka	Pro Force	Orange	N/A	Fair/Poor	\$ 25.00
N/A		Chainsaw		Tanaka	Pro Force	Orange	N/A	Fair/Poor	\$ 25.00
N/A		Chainsaw		Tanaka	Pro Force	Orange	N/A	Fair/Poor	\$ 25.00
N/A		Chainsaw		Jonsered	670 Super	Red	N/A	Fair/Poor	\$ 25.00
N/A		Chainsaw		Jonsered	670 Super	Red	N/A	Fair/Poor	\$ 25.00
N/A		Chainsaw		Jonsered	670 Super	Red	N/A	Fair/Poor	\$ 25.00

MCO-19-2009

**AN ORDINANCE CREATING A  
CODE HEARING UNIT FOR THE PURPOSE  
OF OPERATING A SYSTEM OF ADMINISTRATIVE  
ADJUDICATION OF ORDINANCE VIOLATIONS  
WITHIN THE CITY OF ELMHURST, ILLINOIS**

WHEREAS, the City of Elmhurst, DuPage and Cook Counties, Illinois, is a home rule municipality pursuant to the provisions of Article VII, Section 6 of the Constitution of the State of Illinois; and

WHEREAS, pursuant to its powers as a home rule municipality and pursuant to the express grant of authority as set forth in Division 2.1 of Article I of the Illinois Municipal Code (65 ILCS 5/1-2.1-1 *et seq.*) and Section 5/11-208.3 of the Illinois Vehicle Code (625 ILCS 5/11-208.3), the City of Elmhurst (the "City") is authorized to provide by ordinance for a system of administrative adjudication of certain municipal code violations including violations of vehicular standing, parking and motor vehicle compliance regulations; and

WHEREAS, the corporate authority of the City of Elmhurst has determined that it is necessary, proper and in the best interest of the City of Elmhurst that a system of administrative adjudication of municipal code violations be created, as a non-exclusive method of adjudicating and enforcing certain provisions of the City of Elmhurst Municipal Code.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Elmhurst, DuPage and Cook Counties, Illinois that Chapter 3, entitled "City Administration", of the City of Elmhurst Municipal Code, as amended, is hereby further amended by adding thereto Section 3.22, entitled "Code Hearing Unit/Administrative Adjudication of Ordinance Violations", to read as follows:

Section 1. Recitals. The foregoing recitals are adopted as express findings of the corporate authority of the City of Elmhurst and are incorporated herein by specific reference.

Section 2.

(a) Purpose. The stated purpose of this Section 3.22 is to provide for fair and efficient enforcement of City of Elmhurst (the “City”) ordinances as may be allowed by law and directed by ordinance, through administrative adjudication of violations of City ordinances and Municipal Code sections and by establishing a schedule of fines, costs and penalties for violations, and authority and procedures for collection of unpaid fines, costs and penalties and enforcement of orders to correct violations.

(b) Creation of Code Hearing Unit; Jurisdiction. There is hereby created within the City of Elmhurst an executive unit of the municipal government to be known as the City of Elmhurst Code Hearing Unit, which is authorized to provide for and operate a “system of administrative adjudication,” which shall be defined as the adjudication of those violations of municipal ordinances contained in the following chapters of the City of Elmhurst Municipal Code now in effect or hereafter adopted:

- (1) Chapter 5 Streets, Alleys and Sidewalks;
- (2) Chapter 6 Trees and Plants;
- (3) Chapter 7 Water and Sewers;
- (4) Chapter 12 Nuisances, Noise and Dangerous Buildings;
- (5) Chapter 13 Animal Control;
- (6) Chapter 16 Garbage and Rubbish;
- (7) Chapter 22 Zoning;
- (8) Chapter 23 Subdivisions;
- (9) Chapter 24 Building Code;
- (10) Chapter 25 Fire Prevention Code;
- (11) Chapter 26 Electrical Code;
- (12) Chapter 27 Plumbing Code;
- (13) Chapter 29 Private Water and Sewer Systems;
- (14) Chapter 31 Business Licensing, Regulation and Registration;
- (15) Chapter 36 Liquor (Articles II, III & IV only);
- (16) Chapter 37 Municipal Occupation and Privilege Taxes;

- (17) Chapter 38 Telecommunications and Cable Systems (Section 38.5.30 only);
- (18) Chapter 41 Motor Vehicle Licenses;
- (19) Chapter 44 Motor Vehicles and Traffic (Article VII, Article VIII, Sections: 44.150, 44.153, 44.159, 44.160, 44.161, 44.163, 44.171 through 44.177, 44.182 through 44.185 and 44.187 only);
- (20) Chapter 51 Offenses Against Public Peace, Safety and Morals

The foregoing notwithstanding proceedings not within the statutory or home rule authority of the City and any offense under the Illinois Vehicle Code (625 ILCS 5/1-100 *et seq.*) or similar offense that is a traffic regulation governing the movement of motor vehicles, and any reportable offense under Section 6-204 of the Illinois Vehicle Code (625 ILCS 5/6-204), shall not be subject to administrative adjudication pursuant to the provisions of this section.

(c) Hearing Procedures Non-Exclusive. The provisions of this section shall not preclude the City from using other methods or proceedings to enforce the ordinances of the City of Elmhurst, including, but not limited to, the institution of any action in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois or any other administrative proceeding.

(d) Code Hearing Unit. The Code Hearing Unit shall be composed of an Administrative Hearing Officer, an Ordinance Enforcement Administrator, the Chief of Police of the City or his designee, hearing room personnel, and any other duly appointed person or persons deemed necessary for the efficient administration of the Code Hearing Unit, with the following powers, duties and authority:

(1) **ADMINISTRATIVE HEARING OFFICER:** All adjudicatory hearings shall be recorded and shall be presided over by an Administrative Hearing Officer who shall be an attorney licensed to practice law in the State of Illinois for no less than three (3) years. The Administrative Hearing Officer shall be appointed by the Mayor with the advice and consent of the City Council. Prior to conducting administrative adjudication

hearings, the Administrative Hearing Officers shall have successfully completed a formal training program which includes the following:

- (i) instruction on the rules of procedure of the administrative hearings which they will conduct;
- (ii) orientation to each subject area of the City code violations that the Administrative Hearing Officer will adjudicate;
- (iii) observation of administrative hearings;
- (iv) participation in hypothetical cases, including ruling on evidence and issuing final orders.

(2) Administrative Hearing Officers are hereby authorized, empowered and directed to:

- (i) administer oaths and affirmations to witnesses;
- (ii) hear testimony and accept evidence that is relevant to the existence or nonexistence of an ordinance or code violation;
- (iii) issue subpoenas for the production of relevant documents and/or directing witnesses to appear and give relevant testimony at the hearing, upon the request of the parties or their representatives or upon the initiative of the Administrative Hearing Officer;
- (iv) preserve and authenticate the record of the hearing, including all exhibits and evidence introduced at the hearing;
- (v) issue a determination, based on the evidence presented at the hearing, of whether a code or ordinance violation occurred or exists. The Administrative Hearing Officer's determination shall

be in writing and shall include written findings of fact, decision, and order including any fine, penalty, cost or other action with which the Respondent must comply including correcting a code violation by a date certain; and

- (vi) impose penalties consistent with applicable City of Eimhurst Municipal Code provisions and assess costs upon finding a party liable for the charged violation, provided, however, that the Administrative Hearing Officer shall not be authorized to (i) impose a penalty of incarceration, (ii) impose fines totaling in excess of \$50,000 against a single Respondent, or (iii) levy a total fine and penalty in excess of \$250.00 for any one violation of a standing, parking and motor vehicle compliance regulation except that the total fine and penalty for any one violation of Section 11-1301.3 of the Illinois Vehicle Code (625 ILCS 5/11-1301.3) or similar provision of the City Code of Ordinances shall not exceed \$350.00;
- (vii) impose hearing costs in addition to any fines or other sanctions assessed against a Respondent found liable of a code or ordinance violation. Hearing costs shall be forty (\$40.00) dollars;
- (viii) hold prehearing conferences for the purpose of settlement, scheduling or simplification of issues;

- (ix) rule on motions, objections and the admissibility of evidence; provided, however, that the Administrative Hearing Officer is not empowered to rule on motions raising constitutional issues;
- (x) the maximum monetary fine as herein provided shall, except as may otherwise be provided, be exclusive of costs of enforcement or costs incurred by the City to secure compliance with the City's ordinances and the maximum fine limitation shall not be applicable to cases to enforce the collection of any tax imposed and collected by the City of Elmhurst;
- (xi) ordering, regardless of fines imposed or costs assessed, the Respondent to perform a reasonable term of community service;
- (xii) order any Respondent to take corrective action in order to comply with the requirements of any City ordinance;
- (xiii) waive any hearing costs and/or fines upon a finding of compliance for a violation of the City ordinance where that violation required the respondent to take corrective action to comply with the provisions of the violated ordinance.

(e) **ORDINANCE ENFORCEMENT ADMINISTRATOR:** The Ordinance Enforcement Administrator shall either be an employee of the City or an independent contractor or agency contracted by the City to perform such duties as enumerated herein. The Ordinance Enforcement Administrator is hereby authorized, empowered and directed to:

- (1) operate and manage, on a day-to-day basis, the system of administrative adjudication of ordinance violations as provided by this section;

(2) adopt, distribute and process all notices as may be required under this Section 3.22 or as may reasonably be required to carry out the stated purpose of this Section 3.22;

(3) collect moneys paid as fines, costs and/or penalties assessed after a determination of liability;

(4) certify copies of final determinations of vehicular standing, parking and motor vehicle compliance violation liability, motor vehicle license or sticker requirement violations, police, building, fire and health code violations or any other code or ordinance violation authorized to be adjudicated pursuant to subsection (b) of this section 3.22 and any make factual reports verifying the final determination of liability issued in accordance with this section or laws of the State of Illinois, including 625 ILCS 5/11-208.3 as amended;

(5) certify reports to the Secretary of State of Illinois concerning initiation of suspension of driving privileges in accordance with the provisions of this section and the provisions of 625 ILCS 5/6-306.5;

(6) promulgate rules and regulations reasonably required to operate and maintain the system of administrative adjudication hereby established; and

(7) collect unpaid fines and penalties including the use of private collection agencies that may be retained by the City or by directing the City Attorney to file complaints in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois, or by selecting or appointing an individual or agency to act on behalf of the City in filing complaints, seeking judgments for unpaid fines, costs or penalties and pursuing all post-judgment remedies available under current law.

(f) The Ordinance Enforcement Administrator is hereby further authorized, empowered and directed to operate and maintain computer programs for the system of administrative adjudication hereby established, on a day-to-day basis, including, but not limited to:

- (1) inputting of violation notice information;
- (2) establishing hearing dates and notice dates;
- (3) recording fines, costs and penalty assessments and payments;
- (4) issuing payment receipts;
- (5) issuing succeeding notices of hearing dates, determinations of liability, and/or final determinations of liability, issuing notices of vehicle immobilization, and issuing notices of impending driver's license suspension as may be required, in accordance with the provisions of the Illinois Vehicle Code;
- (6) keeping accurate records of appearances and non-appearances of parties at administrative hearings, pleas entered and fines, costs and other penalties assessed and paid.

(g) Hearing room personnel that may be necessary to maintain hearing room decorum shall be appointed by the Chief of Police and may include any police officer or auxiliary police officer, and such persons are hereby authorized and directed to:

- (1) maintain hearing room decorum;
- (2) have and execute authority as is granted to courtroom deputies of the Circuit Court; and

(3) perform such other duties or acts as may reasonably be required and as directed by the Administrative Hearing Officer or the Ordinance Enforcement Administrator.

(h) Complaints; Notices of Hearings and Instituting Hearings.

(1) A proceeding before the Administrative Hearing Officer shall be instituted upon the filing of a written sworn or verified notice of violation or complaint by any authorized official of the City, including police officers, community service officers and/or code enforcement officers, and such other persons as may be authorized to issue notices of violation of City ordinances.

(2) Respondents shall be served with a copy of a written verified or sworn notice of violation or complaint setting forth a description of the violation sufficient for the Respondent to prepare a defense, along with a notice of adjudicatory hearing in any manner reasonably calculated to give Respondent(s) actual notice of the proceeding instituted against them including:

- (i) personal service upon a party or its or their duly authorized agent(s); or
- (ii) service by certified mail return receipt requested first class mail postage prepaid express mail, or overnight mail at the party's or party's duly authorized agent's address;
- (iii) service by posting a copy of the sworn or verified pleading or complaint upon the property where the violation is found when the responding party is the owner or manager of the property; and

(iv) in the case of a motor vehicle parking, standing and motor vehicle compliance violation, service of the violation notice shall be as provided in subsections (i) (ii) or (iii) of this subsection (h) or by firmly affixing the notice of violation to the vehicle.

(3) Notices of violation or complaint for the administrative adjudication hearing shall include:

- (i) the type and nature of the alleged violation to be adjudicated;
- (ii) the date, time and location of the adjudicatory hearing;
- (iii) the legal authority and jurisdiction under which the hearing is to be held; and
- (iv) the penalties for failure to appear at the hearing if the violation is a motor vehicle parking, standing or motor vehicle compliance violation, the amount of the fine, any penalty for late payment and that payment of the fine shall act as a final disposition of the violation.

(i) Administrative Hearing Procedures.

(1) Hearings shall be scheduled with reasonable promptness, provided that for hearings scheduled in all non-emergency situations, if requested by the Respondent, the Respondent shall have at least fifteen (15) days after service of process to prepare for a hearing. "Non-emergency situation" shall be defined as any situation that does not reasonably constitute a threat to the public interest, safety, health or welfare. If service of the notice of violation or complaint is provided by mail, the 15-day period shall begin to run on the day that the notice is deposited in the U. S. mail.

(2) All hearings shall be open to the public and conducted before the City's Administrative Hearing Officer.

(3) The City may be represented by the City Prosecutor or other designated employee of the City, but the City may not be represented by an employee of the Administrative Hearing Division.

(4) Documentary evidence including the notice of violation, complaint and attached exhibits may be presented by the Administrative Hearing Officer.

(5) Any attorney appearing on behalf of a Respondent shall file with the Administrative Hearing Officer a written appearance on a form provided by the Code Hearing Unit.

(6) All testimony shall be given under oath or affirmation.

(7) The formal and technical rules of evidence shall not apply in administrative hearings authorized under this chapter. Evidence, including hearsay, may be admitted only if it is of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs.

(8) Parties shall be provided with an opportunity for a hearing during which they may be represented by counsel, present witnesses, and cross-examine opposing witnesses. Parties may request the Administrative Hearing Officer to issue subpoenas to direct the attendance and testimony of a relevant witness and/or for the production of relevant documents. Issuance of the subpoena shall be at the discretion of the Administrative Hearing Officer where it is determined the witness or documents are material and do not constitute a needless presentation of cumulative, irrelevant or repetitive evidence.

(9) Continuances may be granted at the discretion of the Administrative Hearing Officer upon a finding of good cause, lack of preparedness shall not be deemed good cause.

(10) Violations shall be established by proof by a preponderance of the evidence; however, the notice of violation, or a copy thereof, issued and signed or verified in accordance with subsection (h) of this section 3.22 shall be prima facie evidence of the correctness of the facts specified therein, provided the notice of violation correctly sets forth the necessary elements of the offense alleged.

(11) Upon the conclusion of a hearing, the Administrative Hearing Officer shall issue a final determination of liable or not liable. Upon issuance of a determination of liable, the Administrative Hearing Officer may impose penalties and/or fines that are consistent with applicable provisions of the City Code of Ordinances, impose a term of community service, assess costs as herein provided and, if applicable, order the respondent to immediately correct the violation or otherwise comply with the ordinance violated.

(j) Judicial Review. Any final decision by an Administrative Hearing Officer that a code violation does or does not exist shall constitute a final determination for purposes of judicial review and the Hearing Officer's decision shall be subject to review under the Illinois Administrative Review Law (735 ILCS 5/3-101 *et seq.*).

(k) Enforcement of Judgment.

(1) Any fine, other monetary sanction, or cost imposed, or part of any fine, other monetary sanction, or cost imposed, remaining unpaid after the exhaustion of or the failure to exhaust judicial review procedures under the Illinois Administrative Review

Law is a debt due and owing the City of Elmhurst and may be collected in accordance with applicable law.

(2) After expiration of the period in which judicial review under the Illinois Administrative Review Law may be sought unless, stayed by a court of competent jurisdiction, the findings, decision, and order of the Administrative Hearing Officer may be enforced in the same manner as a judgment entered by a court of competent jurisdiction.

(3) In any case in which a Respondent has failed to comply with a judgment ordering that Respondent to correct an ordinance violation or imposing any fine or other sanction as a result of an ordinance violation, any expenses incurred by the City to enforce the judgment entered against that defendant, including, but not limited to, attorney's fees, court costs, and costs related to property demolition or foreclosure, after they are fixed by a court of competent jurisdiction or hearing officer, shall be a debt due and owing the City of Elmhurst and may be collected in accordance with applicable law. Prior to any expenses being fixed by the Administrative Hearing Officer pursuant to this subsection (k), the City shall provide a notice to the Respondent that states that the Respondent shall appear at a hearing before the Administrative Hearing Officer to determine whether the defendant has failed to comply with the judgment. The notice shall set the date for such hearing, which shall not be less than seven (7) days from the date that notice is served. Notice of the hearing shall be served as provided by subsection (h) herein.

(4) Upon being recorded in the manner required by Article XII of the Illinois Code of Civil Procedure (735 ILCS 5/12-101 *et seq.*), or by the Uniform Commercial

Code (810 ILCS 5/1-101 *et seq.*), a lien shall be imposed on the real estate or personal estate, or both, of the Respondent in the amount of any debt due and owing the City under this section 3.22. The lien may be enforced in the same manner as a judgment lien pursuant to a judgment of a court of competent jurisdiction.

(5) The Administrative Hearing Officer may set aside any judgment entered by default and set a new hearing date, upon a petition filed by the Respondent within thirty (30) days after the issuance of the order of default, if the Administrative Hearing Officer determines that the Respondent's failure to appear at the hearing was for good cause, or at any time if the Respondent establishes, by a preponderance of the evidence, that the City did not provide proper service of process for the notice of violation or complaint. If any judgment is set aside pursuant to this subsection (5), the Administrative Hearing Officer shall have authority to enter an order extinguishing any lien which has been recorded for any debt due and owing the City as a result of the vacated default judgment. When a judgment is vacated, the Administrative Hearing Officer shall set a new date for a hearing on the merits of the underlying violation(s).

(l) Bond.

(1) Any person issuing a Violation Notice or Complaint alleging a violation of any City ordinance or Code provision listed in subsection (b) of this section 3.22 may require the Respondent to post a bond at the time the Violation Notice or Complaint is served, if the Violation Notice or Complaint is served personally upon the Respondent.

(2) Where bond is requested to be posted, the bond shall be in the form of cash or a cash bond. For purposes of this subsection (l) "cash or cash bond" shall mean United States currency; traveler's checks issued by major banks or express companies

which, alone or in combination with currency totaling the exact amount required to be deposited as bond; and negotiable drafts on major credit card companies, under conditions approved by the Chief of Police or his designee.

(3) Bond shall be in the sum of Seventy-Five (\$75.00) Dollars.

(4) Exception: no bond shall be requested or taken if the violation charged is a motor vehicle standing, parking or motor vehicle compliance violation.

(5) Persons unable or unwilling to post bond as required by this subsection (l) shall be released without incarceration.

(m) Additional Procedures and Notices Required for Motor Vehicle Standing, Stopping and Motor Vehicle Compliance Violations and Vehicle Immobilization.

(1) Definitions: The following terms shall be defined as follows:

(i) *Compliance violation* means a violation of a City of Elmhurst regulation governing the condition or use of equipment on a motor vehicle or governing the display of a municipal wheel tax license.

(ii) *Nonresident* means a person that does not reside on a permanent or temporary basis within the corporate limits of the City of Elmhurst, Illinois or a business or corporation that does not have an office in or license to do business within the City of Elmhurst, Illinois.

(2) The vehicular standing, parking, and motor vehicle compliance regulation "violation notice" shall contain, but shall not be limited to, the following information:

- a) The date, time and place of the violation (date of issuance).
- b) The particular vehicular standing, parking, or compliance regulation violated, including the City Code section of the violation and sufficient description of the violation to inform the violator of the offense and thereby afford the violator an opportunity to defend against the violation.

- c) The fine and any penalty that may be assessed for late payment.
- d) The signature and identification or badge number of the person issuing the notice.
- e) A section entitled "request for hearing" which shall clearly set forth that the registered owner or lessee of the vehicle may request an opportunity for a hearing.

(3) Service of the violation notice shall be as provided by subsection (h) of this section 3.22.

(4) The correctness of facts contained in the vehicular standing, parking, or compliance regulation violation notice shall be certified by the person issuing said notice by signing his/her name to the notice at the time of service; or

(5) The original or a facsimile of the violation notice shall be retained by the Ordinance Enforcement Administrator and kept as a record in the ordinary course of business of the City.

(6) Prima facie evidence of correctness. Any violation notice issued, signed and properly served in accordance with this subsection (m), or a copy of the notice, shall be prima facie correct and shall be prima facie evidence of the correctness of the facts shown on the notice. The violation notice or a copy of the notice shall be admissible in any subsequent administrative or legal proceeding.

(7) Request of Hearing Procedure.

The registered owner or lessee of a motor vehicle served with a vehicular standing, parking, or compliance regulation violation notice may contest the alleged violation on its merits in person or, if the owner or lessee of the motor vehicle is a non-resident of the City, he or she may contest the validity of the violation without personally

appearing at an administrative hearing within 14 days of the issue date of the violation notice.

The Ordinance Enforcement Administrator shall provide the registered owner or lessee of a vehicle cited in the violation notice requesting a hearing with the following:

- (i) In-Person Administrative Hearing Option
  - a) The date, time and place of an administrative hearing at which the violation may be contested on its merits.
  - b) That payment of the indicated fine and any late payment penalty shall operate as a final disposition of the violation.
  - c) The request of hearing shall be deemed filed upon receipt by the Ordinance Enforcement Administrator.
  
- (ii) Mail-In Administrative Hearing Option For Non-Residents:
  - a) Signing a Mail-In Administrative Hearing Option request form and acknowledging that they are a non-resident of the City and that their personal appearance is waived and that they submit to an adjudication based upon the notarized statement filed by them and the facts contained in the violation notice; and
  - b) Filing the Mail-In Administrative Hearing Option request form fully completed with the Ordinance Enforcement Administrator postmarked within ten days of requesting a Mail-In Administrative Hearing. The request shall be deemed filed upon receipt by the Ordinance Enforcement Administrator.
  - c) The hearing officer shall make a decision of liable or not liable based upon a review of the facts set forth in the notarized statement of facts filed by the registered owner or lessee of a vehicle as well as the factual allegations contained in the violation notice.
  - d) Notice of the hearing officer's determination shall be served upon the registered owner or lessee of a vehicle by first class mail, postage prepaid, addressed to the registered owner or lessee of a vehicle at the address set forth in the statement of facts submitted and service of the notice shall be complete on the date the notice is placed in the United States mail.

(8) Additional notices.

- (i) If the registered owner or lessee of the "cited vehicle" fails to appear at the administrative hearing on the date set for hearing, the Ordinance Enforcement Administrator shall send or cause to be sent additional notices which:
  - a) Shall be sent to registered owner or lessee of the "cited vehicle" at the address as is recorded with the Secretary of State or to the lessee of the "cited vehicle" at the address last known to the lessor of the "cited vehicle" at the time of the lease.
- (ii) All such additional notices shall be sent by first class mail, postage prepaid, and service of additional notices shall be complete as of the date of deposit in the United States mail.
- (iii) Additional notices shall be sent in the following sequence and shall at a minimum contain the following information:
  - a) Upon the failure of the registered owner or lessee of the "cited vehicle" to appear at the hearing set forth and additional notices shall be sent and shall contain, but not be limited to, the following information:
    - i) Date and location of violation cited in the vehicular standing, parking, or compliance regulation violation notice;
    - ii) Particular standing, parking, or compliance regulation violated, including code section and description of violation sufficient to allow owner or lessee to understand the offense and to prepare a defense;
    - iii) Vehicle make and state registration;
    - iv) Fine and any penalty that may be assessed for late payment;
    - v) Notice to the registered owner or lessee of the current status, other than paid in full;

- vi) Date, time and place of the administrative hearing at which the owner or lessee may contest the violation notice on its merits;
- vii) Failure to either pay fine and any applicable late payment penalty or failure to appear at the hearing on its merits on the date and at the time and place specified will result in a final determination of violation liability in the amount of the fine and late payment penalty indicated; and
- viii) Statement that upon the entry of a final determination of liability for the failure to appear, or the failure to exhaust available administrative or judicial procedures for review, any remaining unpaid fine and/or late payment penalty will constitute a debt due and owing the City of Elmhurst.

(iv) A notice of final determination of motor vehicle standing, parking, or compliance regulation violation liability shall be sent following a final determination of liability and the conclusion of judicial review procedures as hereinafter set forth. The notice shall state that:

- a) The unpaid fine and any late penalty assessed is a debt due and owing the City of Elmhurst;
- b) A warning that failure to pay the fine and any late penalty due and owing the City within the time specified may result in the City filing a complaint in the circuit court to have the unpaid fine or penalty rendered a judgment in accordance with 625 ILCS 5/11-208.3(f); and
- c) The vehicle may be impounded for failure to pay fines or penalties after a final determination of liability for ten (10) or more vehicular standing, parking, or compliance regulation violations, and for failure to pay fines or penalties for those ten (10) or more such violations.

(v) Final determination of liability.

A final determination of vehicular standing, parking, or compliance regulation violation liability shall:

- (a) Occur following the failure to pay the total assessed fine and/or penalty after the hearing officer's determination of vehicular standing, parking, or compliance regulation violation liability and the exhaustion of or the failure to exhaust any judicial review procedures; or
- (b) Where the owner or lessee fails to appear at a prior hearing or by the third and final administrative hearing (provided proper notice has been given), the hearing officer's determination of liability shall become final:
  - i) Upon denial of a timely petition to set aside the determination of liability; or
  - ii) Upon the expiration of the period for filing petition to set aside a final determination of liability without such filing having been made.

(9) Illinois Compiled Statues Governing the Standing, Parking, or Condition of Vehicles-Adopted.

The City of Elmhurst, in addition to all local municipal standing, parking and motor vehicle compliance regulations adopts by reference all current and future provisions of the Illinois Vehicle Code (625 ILCS 5/1-1 *et. seq.*) governing the standing, parking, or motor vehicle compliance regulations, for its enforcement and adjudication within the corporate boundaries of the City and in those areas subject to off-street parking agreements.

(10) Immobilization/Towing and Impoundment.

Any motor vehicle may be immobilized or towed and impounded if:

- (i) The Ordinance Enforcement Administrator has determined that the registered owner of the motor vehicle has ten (10) or more final determinations of liable for vehicular standing, parking, or compliance regulation violations, the fines and penalties for which remain unpaid,

- (ii) The person determined to be liable for the ten (10) or more violations is the registered owner of a motor vehicle that is located upon any public roadway within the corporate limits of the City of Elmhurst at the time of immobilization, impoundment or towing; and
- (iii) A pretowing notice has been sent to the registered owner of the motor vehicle which notice contains the following:
  - a) Final determinations of liability have been made on ten (10) or more vehicular standing, parking, or compliance regulation violations, the fines and penalties for which remain unpaid;
  - b) A list of the violations for which the person has been determined to be liable, which shall include for each violation:
    - i) The vehicular standing, parking, or compliance regulation violation notice number.
    - ii) Date of issuance.
    - iii) Total amount of fine and penalty assessed.
    - iv) The motor vehicles owned by the person and located within the City is subject to immobilization and/or towing and impoundment if the fines and penalties are not paid within 14 days of the date of the notice.
    - v) The registered owner may contest the validity of the notice by fully completing and signing the "request for hearing" portion of one notice and by filing the request for hearing with the ordinance enforcement administrator within, but not later than 14 days of the date of the notice.
    - vi) The request for hearing shall be deemed filed upon receipt by the ordinance enforcement administrator.
- (iv) The motor vehicle of the registered owner to whom notice is sent has failed to make payment of the fines or penalties as specified in the notice and no timely request for hearing has been filed with the

Ordinance Enforcement Administrator to contest the validity of the notice.

(11) Impoundment or Pretowing Hearing.

Upon the receipt of the request for hearing to contest the validity of the notice of impending immobilization or towing and impoundment, the Ordinance Enforcement Administrator shall schedule an administrative hearing whereby the registered owner of the vehicle may contest the validity of said notice, by disproving liability for the unpaid final determinations of liability listed on the notice. The hearing shall be scheduled on the next available hearing date, if practicable, but in no event shall the hearing be scheduled later than 60 days after the request for hearing is filed.

- (i) The Ordinance Enforcement Administrator shall serve notice of the hearing date upon the registered owner by first class mail, postage prepaid to the address on the request for hearing; and
- (ii) Service of the notice shall be complete on the date it is placed in the United States mail.

(12) Posttowing Hearing.

The registered owner of a vehicle already immobilized or towed and impounded pursuant to this section, shall have the right to a prompt administrative hearing without the requirement of payment of the outstanding fines and penalties for which final determination has been made.

- (i) The Ordinance Enforcement Administrator shall serve a posttowing hearing notice upon the registered owner of a vehicle

immobilized or towed and impounded and the notice shall contain the following information:

- a) Date of immobilization or towing and date of impoundment.
  - b) Location of vehicle.
  - c) That the vehicle was immobilized under this section of the City Code of Ordinances for nonpayment of fines or penalties assessed for ten (10) or more violations of vehicular standing, parking, or compliance regulations violations for which there has been a final determination of liability and for which the owner was previously notified of impending immobilization or towing and impoundment.
  - d) Date of notice of impending immobilization or towing and impoundment.
  - e) The registered owner may contest the validity of the immobilization or towing and impoundment by completing and signing the "request for hearing" portion of the notice and filing the request for hearing with the Ordinance Enforcement Administrator within 14 days of the date of the notice.
- (ii) Upon the receipt of the request for hearing to contest the validity of the immobilization or towing and impoundment, the Ordinance Enforcement Administrator shall schedule an administrative hearing to contest the validity of the immobilization or towing and impoundment on the next available hearing date, if practicable, or sooner if scheduled by the Ordinance Enforcement Administrator for good cause shown, but in no case shall the hearing be scheduled later than 60 days after the request for hearing is filed.
- a) The Ordinance Enforcement Administrator shall serve notice of the hearing date upon the registered owner.
  - b) Notice shall be sent by first class mail, postage prepaid to the address as is set forth on the request for hearing and service of the notice shall be complete on the date it is placed in the United States mail.

- (iii) An order entered after the hearing to contest the validity of the immobilization or towing and impoundment is a final administrative decision within the meaning of 735 ILCS 5/3-101 *et seq.*

(13) Release of Impounded Vehicle.

Any motor vehicle impounded pursuant to this section shall be released to its registered owner or agent, upon payment of the fines and penalties due and owing the City as specified in the notice plus the payment of towing charges and accrued daily impound charges. Notwithstanding the foregoing, a vehicle may be released upon written order of the hearing officer following a hearing contesting the validity of the impoundment.

(14) Judgment.

- (i) The Ordinance Enforcement Administrator shall, following the expiration of the period within which administrative or judicial review may be sought for a final determination of violation, take all necessary action, execute all required documents and direct the City attorney or City prosecutor to obtain a judgment against and collect moneys from the person who has been assessed fines or penalties which remain unpaid and have become a debt due and owing the City by:
  - a) Filing a complaint in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois praying for the entry of a judgment against the person(s) for whom a final determination of liability has been made.
  - b) The complaint filed on behalf of the City shall have attached as exhibits:

- i) A certified copy of a final determination of the standing, parking, or compliance regulation violations, and
  - ii) A certification that recites facts sufficient to show that the final determination of standing, parking, or compliance regulation violations were issued in accordance with this section and 625 ILCS 5/11-208.3.
- c) Nothing herein shall prevent the City from consolidating multiple final determinations of standing, parking, or compliance regulation violations liability in an action against an individual.
- (iii) Service of summons and a copy of the complaint may be served upon the person against whom a judgment is sought under the provisions of this section by any method provided under 735 ILCS 5/2-203, or by certified mail, return receipt requested, provided the total amount of fines and penalties levied does not exceed \$2,500.00.

Section 2. 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 3. Any ordinance or portion of any ordinance in conflict with the provisions of this ordinance is repealed solely to the extent of said conflict.

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: An ordinance establishing a Code Hearing Department for the purpose of implementing a system of administrative adjudication of City of Elmhurst ordinance violations

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

On August 24, 2009, the Public Affairs and Safety Committee issued its majority report recommending the approval of an ordinance establishing a Code Hearing Department within City Government of the City of Elmhurst for the purpose of implementing a system of administrative adjudication for the purpose of the fair and efficient adjudication of violations of city ordinances.

The proposed ordinance enables the City to adjudicate locally any and all violations of the City Code of Ordinances, excluding only those matters not within the City's home-rule power and those matters which regulate the movement of motor vehicles which by state law must be reported to the Illinois Secretary of State "moving violations".

The ordinance provides that although the City is not precluded from using other methods of enforcement, an administrative hearing officer appointed by the City, is empowered to preside over the hearings, determine whether a violation does or does not exist and impose fines up to \$750.00 for a violation proven. All fines shall be payable to the City; no revenue is shared with the County. The jurisdiction of the Code Hearing Department includes, parking violations, vehicle compliance (equipment) violations, building codes, fire code, health code, property maintenance, chronic nuisance and non-jailable police violations such as, disorderly conduct, underage consumption of alcohol, curfew, etc. In addition to monetary sanctions, the hearing officer is also authorized to enter orders commanding property owners to comply with the City's building, health, fire and property maintenance codes.

The ordinance authorizing the creation of a Code Hearing Department is included for the City Council's consideration.

ZO-08-2009

AN ORDINANCE APPROVING A TEXT AMENDMENT TO THE CITY OF ELMHURST ZONING ORDINANCE REGARDING PAWN SHOPS

WHEREAS, the City of Elmhurst ("City") maintains the City Zoning Ordinance ("Zoning Ordinance"), which is codified in Chapter 22 of the City Code; and

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

WHEREAS, the City is authorized to propose text amendments to the City Zoning Ordinance; and

WHEREAS, the City has made application to amend certain sections of the Zoning Ordinance to restrict and regulate the establishment and use of pawn shops in certain zoning districts within the City; and

WHEREAS, a public hearing to consider a text amendment to said Zoning Ordinance had been conducted by the City Zoning and Planning Commission ("Commission") on August 13, 2009, pursuant to appropriate and legal notice; and

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

WHEREAS, the Commission, after considering all evidence and testimony at the public hearing, has filed its findings and recommendations with the Development, Planning and Zoning committee ("DPZ") of the City, recommending approval of the text amendment described herein; and

WHEREAS, the DPZ, after reviewing and considering the Commission findings, minutes and report, recommended approval of the text amendment described herein; and

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WHEREAS, the City Council has considered the findings and recommendations of the DPZ and the Commission.

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

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

Section 2. (A) Section 8.3-1, entitled "Permitted Uses," of Section 8.3, entitled "C1 Local Shopping District," of Chapter 8, entitled "Office and Commercial Districts," of the Zoning Ordinance of the City, as amended, is further amended by deleting "Item 63, Pawn Shops," and re-numbering subsequent uses, accordingly.

(B) Section 8.4-1, entitled "Permitted Uses," of Section 8.4, entitled "C2 Community Shopping and Service District," of Chapter 8, entitled "Office and Commercial Districts," of the Zoning Ordinance of the City, as amended, is further amended by deleting "Item 68, Pawn Shops," and re-numbering subsequent uses, accordingly.

(C) Section 8.5-1, entitled "Permitted Uses," of Section 8.5, entitled "C3 General Commercial District," of Chapter 8, entitled "Office and Commercial Districts," of the Zoning Ordinance of the City, as amended, is further amended by deleting "Item 86, Pawn Shops," and re-numbering subsequent uses, accordingly.

(D) Section 8-5-2, entitled "Conditional Uses," of Section 8.5, entitled "C3 General Commercial District, of Chapter 8, entitled "Office and Commercial Districts," of the Zoning Ordinance of the City, as amended, is further amended by adding the following thereto in alphabetical order and re-numbering subsequent uses, accordingly:

“Item 19. Pawn Shops.”

(E) Section 8.6-1, entitled “Permitted Uses,” of Section 8.6, entitled “C4 Central Business District,” of Chapter 8, entitled “Office and Commercial Districts,” of the Zoning Ordinance of the City, as amended, is further amended by deleting “Item 64, Pawn Shops,” and re-numbering subsequent uses, accordingly.

(F) Section 13.1, entitled “Rules and Definitions,” of Chapter 13 of the City Zoning Ordinance, as amended, is further amended by inserting the following definition thereto in alphabetical order:

**PAWN SHOPS.** An establishment wherein the business of a pawnbroker is conducted. A pawnbroker shall be any person who lends or advances money or other things for profit on the pledge and possession of personal property, or other valuable things, other than securities or written or printed evidences of indebtedness; or, who deals in the purchase of personal property or other valuable things on condition of selling the same back to the seller at a stipulated price. Notwithstanding anything contained in this Section to the contrary, a pawnbroker shall not include nor permit the pawning of firearms. A pawnshop shall not be deemed a retail sales establishment except for the purposes of determining off-street parking and transitional screening and barrier requirements.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Peter P. DiCianni III, Mayor

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_

\_\_\_\_\_  
Patty Spencer, City Clerk

R - 37 - 2009

**A RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD FOR SOUTH WATERSPHEROID INTERIOR WET AREA REPAINTING AND EXTERIOR PRESSURE WASHING PROJECT NO. 09-30 FOR THE CITY OF ELMHURST, ILLINOIS**

**WHEREAS**, the City of Elmhurst publicly advertised for sealed bids for the South Waterspheroid Interior Wet Area Repainting and Exterior Pressure Washing Project No. 09-30; and

**WHEREAS**, bids were received, publicly opened, examined and declared at 2:00 p.m. on Tuesday, September 15, 2009; and

**WHEREAS**, of the bids received and opened, the apparent lowest responsible bidder is Tecorp, Inc.

**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 City Council does hereby find Tecorp, Inc. to be the lowest responsible bidder for the South Waterspheroid Interior Wet Area Repainting and Exterior Pressure Washing Project No. 09-30.

**Section 3.** The City of Elmhurst does hereby determine that it is in the best interests of the city and does hereby direct that a Notice of Award be issued to Tecorp, Inc. for the South Waterspheroid Interior Wet Area Repainting and Exterior Pressure Washing Project No. 09-30 at the prices set forth in its Proposal subject to the furnishing of the proper bonds and insurance.

*Copies To All  
Elected Officials  
10/01/2009*

**Section 4.** The Mayor is hereby authorized to execute and the City Clerk to attest and seal a Notice of Award substantially in the form attached hereto marked as Exhibit A and made a part hereof. Further, the Notice of Award shall be issued to Tecorp, Inc., the lowest responsible bidder, for the South Waterspheroid Interior Wet Area Repainting and Exterior Pressure Washing Project No. 09-30. The Notice of Award shall be accompanied by a sufficient number of contracts with all other necessary written contract documents attached for execution by Tecorp, Inc.

**Section 5.** The general prevailing rate of wages in DuPage County, Illinois, for each craft or type of worker or mechanic needed to execute the contract or perform the work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the contract or to perform such work.

**Section 6.** Provided further that Tecorp, Inc. returns to the City within ten (10) days of the receipt of the Notice of Award the executed contract with all other necessary written contract documents attached, properly executed by it, along with the proper contract bonds, then the Mayor is authorized to execute and the City Clerk to attest the contract.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

**Section 7.** This Resolution shall take effect upon its passage and approval in pamphlet form.

**ADOPTED** this 5<sup>th</sup> day of October 2009, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTENTION:** \_\_\_\_\_

**APPROVED** by me this 5<sup>th</sup> day of October 2009.

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

ATTESTED and filed in my office,  
this 5<sup>th</sup> day of October 2009.

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

**EXHIBIT A**  
**CITY OF ELMHURST, ILLINOIS**  
**NOTICE OF AWARD**

TO: Tecorp, Inc.  
2331 Muriel Court  
Joliet, Illinois 60433

**PROJECT DESCRIPTION:** City of Elmhurst, South Waterspheroid Interior Wet Area Repainting and Exterior Pressure Washing Project No. 09-30

THE City of Elmhurst has considered the Proposal submitted by you for the above-described work in response to its Notice of Bidders.

YOU ARE HEREBY NOTIFIED that your bid has been accepted for items in the amount of Sixty-Seven Thousand Eight Hundred and No/100 Dollars (\$67,800.00), subject to the execution of the Contract and the furnishing of the proper bonds and insurance.

You are required to execute the Contract and furnish the required contract bonds and insurance within ten (10) calendar days from the date of the receipt of this Notice.

If you fail to execute said Contract and to furnish said bonds and insurance within ten (10) days from the issuance of this Notice, the City of Elmhurst will be entitled to consider all your rights arising out of the City of Elmhurst's acceptance of your bid as abandoned and as a forfeiture of your bid security. The City of Elmhurst will be entitled to such other rights as may be granted by law.

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

Dated this 15<sup>th</sup> day of September 2009.

City of Elmhurst, Illinois,

By: \_\_\_\_\_  
Peter P. DiCianni III, President of the  
City of Elmhurst, DuPage County, Illinois

ATTESTED and filed in my office,  
this 15<sup>th</sup> day of September 2009.

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

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged by  
\_\_\_\_\_, this \_\_\_\_ day of September 2009.

Tecorp, Inc. .

By: Nick Visvardis, \_\_\_\_\_

VOW

R - 38 - 2009

**A RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD FOR  
PRECAST CONCRETE FOR THE FIRST STREET PARKING DECK PROJECT FOR  
THE CITY OF ELMHURST, ILLINOIS**

**PASSED AND APPROVED BY  
THE MAYOR AND CITY COUNCIL  
THE 5<sup>TH</sup> DAY OF OCTOBER 2009**

**Copies To All  
Elected Officials**

10-01-09

**A RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD FOR  
PRECAST CONCRETE FOR THE FIRST STREET PARKING DECK PROJECT FOR  
THE CITY OF ELMHURST, ILLINOIS**

**WHEREAS**, the City of Elmhurst publicly advertised for sealed bids for the design-build precast concrete package for the First Street Parking Deck Project; and

**WHEREAS**, bids were received, publicly opened, examined and declared at 2:00 p.m. on Tuesday, September 1, 2009; and

**WHEREAS**, of the bids received and opened, the apparent lowest responsible bidder is Illini Precast, LLC.

**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 City Council does hereby find Illini Precast, LLC to be the lowest responsible bidder for the design-build precast concrete package for the First Street Parking Deck Project.

**Section 3.** The City of Elmhurst does hereby determine that it is in the best interests of the city and does hereby direct that a Notice of Award be issued to Illini Precast, LLC for the design-build precast concrete package for the First Street Parking Deck Project at the prices set forth in its Proposal subject to the furnishing of the proper bonds and insurance.

**Section 4.** The Mayor is hereby authorized to execute and the City Clerk to attest and seal a Notice of Award substantially in the form attached hereto marked as Exhibit A and made a part hereof. Further, the Notice of Award shall be issued to Illini Precast, LLC, the lowest responsible bidder, for the design-build precast concrete package for the First Street Parking Deck Project. The Notice of Award shall be accompanied by a sufficient number of contracts with all other necessary written contract documents attached for execution by Illini Precast, LLC.

**Section 5.** The general prevailing rate of wages in DuPage County, Illinois, for each craft or type of worker or mechanic needed to execute the contract or perform the work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the contract or to perform such work.

**Section 6.** Provided further that Illini Precast, LLC returns to the City within ten (10) days of the receipt of the Notice of Award the executed contract with all other necessary written contract documents attached, properly executed by it, along with the proper contract bonds, then the Mayor is authorized to execute and the City Clerk to attest the contract.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

**Section 7.** This Resolution shall take effect upon its passage and approval in pamphlet form.

**ADOPTED** this 5<sup>th</sup> day of October 2009, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTENTION:** \_\_\_\_\_

**APPROVED** by me this 5<sup>th</sup> day of October 2009.

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

ATTESTED and filed in my office,  
this 5<sup>th</sup> day of October 2009.

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

**EXHIBIT A**  
**CITY OF ELMHURST, ILLINOIS**  
**NOTICE OF AWARD**

TO: Illini Precast, LLC  
2215 Enterprise Drive  
Suite 1510  
Westchester, IL 60154

**PROJECT DESCRIPTION:** City of Elmhurst, First Street Parking Deck Project Design-build Precast Concrete Package

THE City of Elmhurst has considered the Proposal submitted by you for the above-described work in response to its Notice of Bidders.

YOU ARE HEREBY NOTIFIED that your bid has been accepted for items in the amount of One Million Nine Hundred Eight-Four Thousand and No/100 Dollars (\$1,984,000.00), subject to the execution of the Contract and the furnishing of the proper bonds and insurance.

You are required to execute the Contract and furnish the required contract bonds and insurance within ten (10) calendar days from the date of the receipt of this Notice.

If you fail to execute said Contract and to furnish said bonds and insurance within ten (10) days from the issuance of this Notice, the City of Elmhurst will be entitled to consider all your rights arising out of the City of Elmhurst's acceptance of your bid as abandoned and as a forfeiture of your bid security. The City of Elmhurst will be entitled to such other rights as may be granted by law.

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

Dated this 5<sup>th</sup> day of September 2009.

City of Elmhurst, Illinois,

By: \_\_\_\_\_  
Peter P. DiCianni III, President of the  
City of Elmhurst, DuPage County, Illinois

ATTESTED and filed in my office,  
this 5<sup>th</sup> day of September 2009.

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

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged by  
\_\_\_\_\_, this \_\_\_\_ day of September 2009.  
Illini Precast, LLC.

\_\_\_\_\_  
By: Jim Armbruster, Managing Member

VOW

R - 39 - 2009

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF AN AGREEMENT BETWEEN THE CITY OF ELMHURST, ILLINOIS,  
AND ADT SECURITY SERVICES, INC., FOR THE PURCHASE,  
INSTALLATION AND MAINTENANCE OF WIRELESS RADIO ALARMS**

**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 purchase, install and maintain wireless radio alarms for use in residences and businesses throughout the City; and

**WHEREAS**, the City has solicited proposals and has received a satisfactory proposal for an agreement for the purchase, installation and maintenance of wireless radio alarms with ADT Security Services, 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 purchase, installation and maintenance of wireless radio alarms for use in residences and businesses throughout 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 Agreement with the Contractor, which Agreement is attached hereto marked as Exhibit "A", for the purchase, installation and maintenance of wireless radio alarms for use in residences and businesses throughout the City.

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Elected Officials  
10-01-09**

**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.

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

**APPROVED** this \_\_\_\_\_ day of October, 2009, pursuant to a roll call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTENTION: \_\_\_\_\_

**APPROVED** by me the \_\_\_\_\_ day of October, 2009.

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

ATTESTED and filed in my office,  
this \_\_\_\_\_ day of October, 2009.

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

Exhibit A

**AGREEMENT BETWEEN THE CITY OF ELMHURST, ILLINOIS,  
AND ADT SECURITY SERVICES, INC., FOR THE PURCHASE,  
INSTALLATION AND MAINTENANCE OF WIRELESS RADIO ALARMS**

## CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor are each a material representation of fact upon which reliance is placed by the City of Elmhurst in entering into the contract with the Contractor. The City of Elmhurst may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance, and the surety providing the Contract Bond shall be responsible for the completion of the contract.

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



R- 40 - 2009

**A RESOLUTION  
SUPPORTING THE WATER CONSERVATION  
AND PROTECTION PROGRAM  
ESTABLISHED BY THE  
DUPAGE WATER COMMISSION**

WHEREAS, the earth has a finite source of fresh water suitable for human use;

WHEREAS, Lake Michigan is the third largest Great Lake by surface area and the sixth largest freshwater lake in the world;

WHEREAS, approximately 77 percent of the population in northeast Illinois gets its water from Lake Michigan;

WHEREAS, the DuPage Water Commission provides an average day supply of approximately 88 million gallons of Lake Michigan water to approximately 750,000 residents and businesses in DuPage County;

WHEREAS, the diversion from Lake Michigan into the Mississippi River basin through the Illinois Waterway at the Chicago River allows for water to be withdrawn from Lake Michigan and diverted to the Mississippi River rather than being returned to the Lake;

WHEREAS, due to projected growth of the population and economy, Illinois could require 20 to 50 percent more water in coming decades;

WHEREAS, it is understood that sustaining adequate water supplies is essential to the people and economies of DuPage County, northeastern Illinois and cities of the region;

WHEREAS, communities must act to ensure the protection and conservation of the waters and water dependent natural resources of the region for future generations;

WHEREAS, water conservation is the beneficial reduction in water loss, waste, or use and includes all measures of water use efficiency;

WHEREAS, water conservation is a sound water management tool and can result in long-term economic, social, financial, and environmental benefits;

WHEREAS, effective water conservation and water stewardship involve a municipal commitment to best management practices and effective public outreach tools;

WHEREAS, the DuPage Water Commission has developed a water conservation and protection program (WCAPP) for its current and future customers which focuses on customer public outreach and education and reducing water usage among their customers in terms of per person water use by 10% in 10 years;

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WHEREAS, the WCAPP establishes a consistent message about water conservation and provides tools and resources to aid communities in implementing water conservation;

WHEREAS, DuPage Water Commission asks their customers to voluntarily participate in the WCAPP and formalize their intent to enhance the stewardship of water resources within their jurisdictions;

WHEREAS, the City of Elmhurst has committed to participate in the DuPage Water Commission's WCAPP and promote the programs and events set forth in the program;

NOW, THEREFORE, BE IT RESOLVED, the City of Elmhurst will work toward achieving a 10% reduction in water use expressed in gallons per person per day between 2008 and 2018;

BE IT FURTHER RESOLVED AND PROPER, that the City of Elmhurst will pass ordinances and resolutions, if necessary, to help achieve the target reduction.

ADOPTED this 5<sup>th</sup> day of October, 2009.

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTENTION:** \_\_\_\_\_

APPROVED by me this 5<sup>th</sup> day of October, 2009.

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

ATTESTED and filed in my office,  
this 5<sup>th</sup> day of October, 2009.

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

VOW

R - 41 - 2009

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE EXCLUSIVE LEASING AGREEMENT BETWEEN THE CITY OF ELMHURST, ILLINOIS, AND DAVID KING & ASSOCIATES, INC. FOR THE MANAGEMENT OF 180 WEST PARK AVENUE, ELMHURST, ILLINOIS**

**WHEREAS**, the City of Elmhurst, DuPage County, Illinois, (hereinafter referred to as the "City"), has previously entered into a an Exclusive Leasing Agreement dated July 1, 2006, with David King & Associates, Inc. (hereinafter referred to as "Agent"), for the leasing of 180 West Park Avenue, Elmhurst, Illinois; and

**WHEREAS**, the City and Agent subsequently on October 22, 2008, entered into a First Amendment to the Exclusive Leasing Agreement thereby extending the Term thereof to expire at midnight on November 30, 2012; and

**WHEREAS**, the City desires to further extend the Term of the Exclusive Leasing Agreement an additional period of two (2) years, or until midnight on November 30, 2014, and Agent has expressed its desire to further perform its services under the Exclusive Leasing Agreement until midnight on November 30, 2014; and

**WHEREAS**, it is advisable, necessary and in the public interest that the City execute a Second Amendment to the Exclusive Leasing Agreement to thereby extend the Term thereof to expire at midnight on November 30, 2014.

**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 execute a Second Amendment to the Exclusive Leasing Agreement

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10-21-09**

to thereby extend the Term thereof to expire at midnight on November 30, 2014, which Second Amendment to the Exclusive Leasing Agreement is attached hereto marked as Exhibit "A".

**Section 3:** The corporate authorities of the City hereby approve the Second Amendment to the Exclusive Leasing Agreement and the City Manager 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 Second Amendment to the Exclusive Leasing Agreement by and between the City and Agent 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 Second Amendment to the Exclusive Leasing Agreement.

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

**APPROVED** this \_\_\_\_\_ day of October, 2009, pursuant to a roll call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTENTION: \_\_\_\_\_

**APPROVED** by me the \_\_\_\_\_ day of October, 2009.

---

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

ATTESTED and filed in my office,  
this \_\_\_\_\_ day of October, 2009.

---

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

Exhibit A

**SECOND AMENDMENT TO EXCLUSIVE LEASING AGREEMENT**

VOW

R - 42 - 2009

**A RESOLUTION AUTHORIZING  
THE EXECUTION OF A CONSULTING AGREEMENT  
BETWEEN  
VAN SLYKE ENTERPRISES, INC.  
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 in the areas of economic and real estate development and redevelopment within the City, including but not limited to negotiation of leases, easement and real estate sale and purchase contracts, property management, real estate taxation and exemptions and those related matters as may be requested and/or directed by the City Manager, Mayor and Planning, Zoning and Economic Development Department within the City (hereinafter the "Consulting Services"); and

**WHEREAS**, Van Slyke Enterprises, Inc. ("VSE"), by and through Charles R. Van Slyke, as sole principal and owner of VSE ("Van Slyke") has extensive real estate experience in the industry, generally, and has, specifically, provided past consulting expertise to the City Mayor, Manager and Staff in these matters; and

**WHEREAS**, the corporate authorities of the City believe that, due to Van Slyke's experience and skill set that Van Slyke is uniquely and individually 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 VSE, solely through the personal services of Van Slyke, 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:

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10-01-09**

**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 VSE 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 VSE 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  
VSE  
And  
The City of Elmhurst, Illinois

CONSULTING AGREEMENT

AGREEMENT made this \_\_\_ day of October, 2009, by and between CITY OF ELMHURST, an Illinois municipal corporation, 209 North York Street, Elmhurst, Illinois 60126 (the "City"), and Van Slyke Enterprises, Inc., with place of business at \_\_\_\_\_, Illinois \_\_\_\_\_ ("VSE"), for consulting services (the "Agreement").

WHEREAS, the City has a need for consulting services, specifically in the areas of economic and real estate development and redevelopment within the City, including but not limited to negotiation of leases, easement and real estate sale and purchase contracts, property management, real estate taxation and exemptions and those related matters as may be requested and/or directed by the City Manager, Mayor and Planning, Zoning and Economic Development Department; and

WHEREAS, VSE, through Charles R. Van Slyke ("Van Slyke"), as sole principal and owner of VSE desires to act as a consultant to the City for services; and

WHEREAS, Van Slyke has extensive real estate experience in the industry, generally, and has, specifically, provided past consulting expertise to the City Mayor, Manager and Staff in these matters; and

WHEREAS, the corporate authorities of the City believe that, due to his experience and skill set, Van Slyke is uniquely qualified to provide consulting services to the City in the areas of economic and real estate development and redevelopment within the City, including but not limited to negotiation of leases, easement and real estate sale and purchase contracts, property management, real estate taxation and exemptions and those related matters as may be requested and/or directed by the City Manager, Mayor and Planning, Zoning and Economic Development Department.

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

1. **Consulting Services.** The City hereby retains VSE, solely through the personal services of Van Slyke, 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 and directed by the City. The consulting services shall include, but not be limited to, economic and real estate development and redevelopment within the City, including but not limited to negotiation of leases, easement and real estate sale and purchase contracts, property management, real estate taxation and exemptions and those related matters as may be requested and/or directed by the City Manager, Mayor and Planning, Zoning and Economic Development Department. VSE, solely through the personal services of Van Slyke, shall perform such services for the three (3) year period commencing October 6, 2009, through October 5, 2012,

inclusive. Van Slyke shall devote his knowledge and skill to the best interests of the City in the performance thereof.

2. **Availability.** It is anticipated that Van Slyke will, in fulfilling his obligations under this Agreement, be available in person for such consulting services for an average of twenty (20) hours per week (1,040 hours annually), as needed by the City for the duration of the three (3) year period of this Agreement. Van Slyke 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 Van Slyke 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 Van Slyke hereunder, the City will pay VSE, on a monthly basis, the sum of One Hundred (\$100.00) Dollars per hour during the term of this Agreement with a total annual cap of One Thousand Forty (1,040) hours or a maximum sum of One Hundred Four (\$104,000.00) Dollars per year.

4. **Independent Contractor.** VSE will act as an independent contractor in the performance of the consultant's duties under this Agreement and nothing herein shall be construed to create the relationship of employer and employee between VSE or Van Slyke and the City. VSE or Van Slyke shall have no authority, executive or otherwise, to contractually or otherwise 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, VSE and/or Van Slyke shall be responsible for payment of all taxes including Federal, State and local taxes arising out of Van Slyke'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. VSE and Van Slyke each hereby certifies, represents and warrants to the City as a condition of any Agreement with the City, that VSE and/or Van Slyke are:
- 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, VSE and/or Van Slyke hereby represents and warrants to the City as a condition of any Agreement with the City that VSE 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 VSE'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. VSE'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, VSE and/or Van Slyke agree as follows:

- (a) They 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 they hire 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 they 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 them or on their 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) They 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 VSE'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 VSE in his efforts to comply with such Act and Rules and Regulations, VSE 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) They 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) They 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) They will not maintain or provide for their 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 or race, creed, color, or national origin because of habit, local custom, or otherwise.
  - (h) They shall disclose, in writing, to the City any economic interest either VSE or Van Slyke, or their affiliates, may have in any project in the City that may be the subject of the services rendered in this Agreement.
- D. VSE 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 VSE.
- 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 VSE or Van Slyke in violation of Chapter 15, Section 2 of the Municipal Code of the City.
- G. VSE and/or Van Slyke 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.

6. **Assignment.** In view of the personal nature of the services to be performed by Van Slyke under this Agreement, neither VSE nor Van Slyke shall have the right to assign, subcontract or otherwise 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 Van Slyke during any furtherance of VSE's obligations in accordance with this Agreement, which concerns the personnel, financial or other affairs of the City will be treated by VSE and Van Slyke in full confidence and will not be revealed to any other persons, firms or organizations. VSE and Van Slyke 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.

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 VSE and Van Slyke 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 VSE and Van Slyke relating in any manner to the consultant services performed by VSE and Van Slyke or by anyone else and used by VSE and Van Slyke in performance of the consultant services shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

VSE and Van Slyke hereby irrevocably assign and transfer to the City and its successors and assigns all of their 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. VSE and Van Slyke grant permission to the City to register the copyright and other rights in the consultant services in the City's name. VSE and Van Slyke 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. VSE and Van Slyke further grant to the City full, complete and exclusive ownership of the consultant services. VSE and Van Slyke 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, VSE and Van Slyke shall deliver to the City all copies of any and all materials relating or pertaining to this Agreement. VSE and Van Slyke irrevocably and unconditionally waive all rights in all such consultant services products. VSE and Van Slyke warrant that all work product of VSE and Van Slyke will be original, except as otherwise agreed in writing with the City.

In the event that the City provides VSE and Van Slyke with materials, equipment or property of any kind, all such materials, equipment and property shall remain the property of the City, and VSE and Van Slyke 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 VSE's employment terminates. VSE and Van Slyke each hereby acknowledges that he has turned over all such documents that VSE and Van Slyke know of at this time and hereby agree to return any that he should discover after this date.

10. **Insurance.** Throughout the term of this Agreement, VSE shall procure and maintain in full force, general liability insurance, including errors and omissions coverage, upon terms and amounts acceptable to the Manager of the City, naming the City as an additional insured and not cancellable without thirty (30) days prior written notice to the City.

11. **Injunctive Relief.** VSE and Van Slyke hereby acknowledge 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.

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

13. **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.

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

15. **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.

16. **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.

17. **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.

18. **No Third Party Beneficiary.** All advice (written or oral) given by VSE to the City in connection with the consultant services is intended solely for the benefit and use of the City.

19. **Conflict of Interest.** VSE or Van Slyke 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 VSE and Van Slyke aware. As of the date hereof, VSE or Van Slyke 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. VSE or Van Slyke will not during the term of this Agreement represent the interests of any such persons or entities or people (known to VSE or Van Slyke to have any such a relationship) in connection the consulting services to be performed.

20. **Termination of Agreement.** This Agreement may be terminated by(i) either party upon ninety (90) days' written notice sent by certified mail, return receipt requested, to the other party or (ii) immediately upon the death, resignation or termination of ownership or affiliation of Van Slyke with VSE. In such event, VSE shall be paid for any and all services rendered to the date of termination, including all reimbursements due.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year above written.

VAN SLYKE ENTERPRISES, INC.

CITY OF ELMHURST

By: Charles R. Van Slyke

By: \_\_\_\_\_  
Peter P. DiCianni III, Mayor

Attest:

\_\_\_\_\_  
Patty Spencer, Clerk

JOINDER:

Charles R. Van Slyke  
Charles R. Van Slyke, individually, for the purposes  
and provisions as may be provided for herein

VOW

R- 43 - 2009

**A RESOLUTION  
TO APPROVE AND AUTHORIZE THE EXECUTION OF  
A PROFESSIONAL DESIGN ENGINEERING SERVICES AGREEMENT  
FOR THE ANAEROBIC DIGESTER  
AT THE WASTEWATER TREATMENT PLANT  
BY AND BETWEEN  
BAXTER & WOODMAN  
AND THE CITY OF ELMHURST**

**WHEREAS**, Baxter & Woodman (hereinafter "Baxter") and the City of Elmhurst (hereinafter the "City") have agreed to enter into an Agreement for professional design engineering services on behalf of the City in connection with the anaerobic digester at the Wastewater Treatment Plant, a copy of which Agreement is attached hereto as Exhibit "A" and made a part hereof; and

**WHEREAS**, it is deemed desirable and in the best interests of the City to enter into said Agreement with Baxter.

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

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

**Section 2: Agreement.** It is hereby determined that a satisfactory agreement with Baxter & Woodman has been reached and is hereby approved, a copy of which is attached hereto marked as Exhibit "A".

**Section 3: Authorization.** The Mayor be and is hereby authorized and directed to execute and the City Clerk is hereby authorized and directed to attest on behalf of the City the Agreement with Baxter for professional design engineering services on behalf of the City in connection with the anaerobic digester at the Wastewater Treatment Facility, a copy of which is attached hereto marked as Exhibit "A."

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

ADOPTED this 5<sup>th</sup> day of October, 2009.

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTENTION:** \_\_\_\_\_

APPROVED by me this 5<sup>th</sup> day of October, 2009.

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

ATTESTED and filed in my office,  
this 5<sup>th</sup> day of October, 2009.

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

**Exhibit "A"**

Professional Design Engineering Services Agreement  
For the Anaerobic Digester  
At the Wastewater Treatment Plant  
By and Between  
Baxter & Woodman  
And  
The City of Elmhurst, Illinois

**AGREEMENT**  
**between**  
**THE CITY OF ELMHURST, ILLINOIS**  
**and**  
**BAXTER & WOODMAN, INC.**  
**for the furnishing of**  
**PROFESSIONAL ENGINEERING SERVICES**  
**for the**  
**PLANNING DESIGN, BIDDING, AND LOAN ASSISTANCE**  
**SERVICES REQUIRED FOR ANAEROBIC DIGESTER IMPROVEMENTS**

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THIS AGREEMENT, made and entered into by and between THE CITY OF ELMHURST, ILLINOIS, hereinafter referred to as the "CITY," and BAXTER & WOODMAN, INC., hereinafter referred to as the "ENGINEER," has been prepared and executed to provide professional engineering services for the planning, design, bidding, and loan assistance services required for anaerobic digester improvements in Elmhurst, Illinois, hereinafter referred to as the "PROJECT." The PROJECT includes the following: the planning, design, and bidding of improvements to the anaerobic digesters at the CITY's existing wastewater treatment plant, hereinafter referred to as the "WWTP", and the pursuit of a loan to fund the required improvements to the anaerobic digesters at the WWTP.

The CITY's 2008 WWTP Master Plan proposed the addition of a third anaerobic digester to be constructed as part of future major improvements to the facility. More recently, a Digester Sizing Study was prepared based on the available plant data. This PROJECT is the next step in the process. The purpose of the addition of the third digester is to reduce digester foaming and to provide additional capacity that will be required when a future phosphorus effluent limit is imposed on the CITY.

The CITY intends to pursue PROJECT funding from the Water Pollution Control Loan Program, hereinafter referred to as the "WPCLP", which is administered by the Illinois Environmental Protection Agency, hereinafter referred to as the "IEPA". In February 2009, the U.S. Congress enacted the American Recovery and Reinvestment Act of 2009, hereinafter referred to as the "ARRA". Its purpose was to stimulate the economy by funding infrastructure projects and other items. There is a possibility that a second round of economic stimulus funding will become available in 2010. If ARRA funds are available in 2010, the CITY intends to pursue 2010 ARRA funding in addition to the WPCLP funds. The CITY currently has a pre-application for loan assistance on file with the IEPA. Because loan funds may be requested for Fiscal Year 2010, another pre-application will need to be submitted next year prior to March 31, 2010.

The ENGINEER will assist the CITY with seeking grants and loans during the preparation of the Facility Plan. The ENGINEER will initiate preparing the WPCLP loan

application. If ARRA 2010 funds are available, the ENGINEER will also do what is necessary to apply for funding under ARRA. Since it is uncertain whether 2010 ARRA funds will be available, the ENGINEER will prepare the forms required under both the WPCLP loan program and the ARRA 2009 program. Much of these forms require input from the City Staff and City Attorney. While City Staff may complete some forms, the ENGINEER will assist City Staff and the City Attorney to whatever degree is required. ENGINEER assistance will continue throughout the planning, design, and bidding phases of the PROJECT. The loan application will be complete when bids and associated documentation are submitted to the IEPA.

The PROJECT requires an evaluation of the entire sludge treatment train, from the primary clarifiers to the on-site storage of biosolids. This evaluation will be documented in a Facility Plan report prepared by the ENGINEER. The report will follow the streamlined requirements of the WPCLP and the 2009 ARRA funding programs. Since the passage of a 2010 ARRA program is uncertain and no rules yet exist for it, the ENGINEER will abide by the streamlined requirements of the 2009 ARRA. The Facility Plan Report prepared by the ENGINEER will determine the improvements that need to be made at the WWTP.

The CITY expects that the improvements will be constructed in multiple phases. The ENGINEER will design those improvements that are contained in the first phase of the Facility Plan's "Recommended Plan" and submit drawings, a project manual, and a construction permit application to IEPA. The actual improvements to be designed will be firmly identified in the Facility Plan prepared by the ENGINEER. However, the CITY's initial expectation is that the improvements to be designed in the first phase will consist of:

1. Anaerobic Digesters:
  - A. Add one new primary digester (Digester No. 3) with a mixing system.
  - B. Replace mixing systems on existing digesters.
  
2. Boiler/Heat Exchanger Building:
  - A. Replace existing 3 MBtu/hr boiler with larger unit to heat all three digesters.
  - B. Replace or enlarge existing Heat Exchanger.
  - C. Keep Existing Building. If necessary, raise the roof and increase the height.
  
3. Digester Gas System:
  - A. Keep existing digester gas safety equipment.
  - B. Replace Varec iron sponge gas scrubber.
  - C. Keep existing Siloxane removal system.
  - D. Replace gas booster pump.
  
4. Dry Sludge Building:
  - A. Existing Building: Demolish it to make room for the new digester.
  - B. Build new Building on Sludge Beds #1 & #3.

If the IEPA issues the Construction Permit and the ENGINEER completes Part A of the loan application to the IEPA's satisfaction, and the IEPA issues a Letter of Commitment to the CITY, the CITY will be permitted to advertise for bids. This procedure will occur provided that there is a 2010 ARRA funding program, and that IEPA will run it as it had intended to run the 2009 ARRA program.

After the CITY receives bids, the CITY may approve those bids and may declare its intent to award the construction contract to the selected bidder contingent upon receipt of a formal loan offer from the IEPA. If the CITY declares its intent to award the construction contract to the selected bidder contingent upon receipt of a formal loan offer from the IEPA, the ENGINEER will then submit Parts B and C of the loan application to the IEPA. If the IEPA agrees to fund the PROJECT, the IEPA will then issue a formal loan offer to the CITY.

This agreement is hereinafter referred to as the "AGREEMENT." The work associated with the AGREEMENT is as described below as Engineering Services. In consideration of these premises and of the mutual covenants herein set forth:

**A. THE ENGINEER AGREES:**

1. The ENGINEER shall serve as the CITY's professional engineering consultant in completion of the PROJECT to which this AGREEMENT applies.

2. The ENGINEER shall perform, the following Engineering Services for the CITY:

**a. Project Goals and Objectives.**

(i) Initial Meeting: The ENGINEER will meet with the CITY to develop project goals and objectives. The meeting agenda will include such items as: The ENGINEER's scope of services, the CITY's expectations, the PROJECT schedule, key PROJECT personnel, lines of communication, and PROJECT issues.

(ii) Communication. The ENGINEER will confirm the goals and objectives by conferring with the CITY and its staff from time to time, to clarify and define the general scope, extent, and character of the PROJECT. A key element of communication will be a PROJECT status report that will be emailed to the CITY approximately every two weeks. The actual frequency will depend on the state of the PROJECT and what needs to be communicated to the CITY.

(iii) Progress Meetings. The ENGINEER will meet with the CITY monthly to review the progress and confirm that the PROJECT is still on track with the goals and objectives. When a meeting is held for a specific purpose i.e. initial meeting or review, there will not be an additional, separate progress meeting for that month.

(iv) Project Management. The ENGINEER will plan, schedule, and control the tasks, including but not limited to budget, schedule, and scope, that must be performed to complete the PROJECT.

b. Facility Plan Report: The ENGINEER shall prepare a Facility Plan Report containing schematic layouts, sketches, conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to the CITY and setting forth the ENGINEER's findings and recommendations for the final design of the PROJECT. The Report shall include, but not be limited to, the following:

- (i) A basis of design.
- (ii) An evaluation of the cost-effectiveness and feasibility of alternatives.
- (iii) A site plan of the property owned by the CITY showing existing, proposed, and future facilities.
- (iv) An opinion of the probable total project cost including construction, engineering services, contingencies, and, on the basis of information furnished by the CITY, allowances for legal services, financial consultants, and any administrative services or other costs necessary for completion of the PROJECT.

c. Design: The ENGINEER will determine and advise the CITY regarding general design requirements including applicable codes and permits. The ENGINEER will prepare a design criteria summary. The ENGINEER will determine equipment requirements, obtain equipment data, evaluate equipment options, and finalize equipment selections. The ENGINEER will list major equipment to be used for the PROJECT. The ENGINEER will determine building space requirements and layout.

d. Site Information. The ENGINEER shall perform a topographic survey of the PROJECT limits of natural and manmade features at the site in order to develop base sheets for the PROJECT plan drawings. The Engineer will obtain data or records indicating location of underground utilities. The ENGINEER will coordinate the services of a geotechnical consultant employed by the CITY to make soil borings, collect and analyze soil samples, determine groundwater levels, and prepare a written report for structural design. Soil borings will be made at the location of each major structure. The ENGINEER will conduct a design locate with JULIE, which consists of obtaining names and phone numbers of utilities located within the work area. The ENGINEER will contact utilities, obtain atlases where available, and provide preliminary drawings to utility companies for their markup and return.

e. Drawings. The ENGINEER shall prepare drawings showing the general scope, extent and character of the construction work to be furnished and performed by the potential contractor selected by the CITY.

f. **Project Manual.** The ENGINEER shall prepare for review and approval by the CITY and its legal counsel the construction Contract Documents consisting of Advertisement for Bids, Bidder Instructions, Bid Form, Agreement, Performance Bond Form, Payment Bond Form, General Conditions, and Supplementary Conditions, where appropriate, based upon documents prepared by the Engineers Joint Contract Document Committee (EJCDC). The ENGINEER shall prepare Specifications in conformance with the format of the Construction Specification Institute showing the general scope, extent and character of construction work to be furnished and performed by the potential contractor selected by the CITY.

g. **Opinion of Probable Cost.** The ENGINEER shall prepare a final opinion of the probable total PROJECT cost including construction cost, construction engineering services, contingencies, and, on the basis of information furnished by the CITY, allowances for legal services, financial consultants, and any administrative services or other costs necessary for completion of the PROJECT.

h. **Permit Submittal.** The ENGINEER shall submit to the IEPA construction/operation permit information including the required design documents for review and approval by the IEPA to allow for the CITY to construct, own, and operate the PROJECT. The ENGINEER shall furnish the CITY with three (3) sets of the design documents as sent to the IEPA.

i. **Assistance During Bidding.** The ENGINEER shall assist the CITY in solicitation of construction bids from as many qualified bidders as possible, conduct a pre-bid meeting to acquaint potential bidders with the requirements, to encourage disadvantaged business enterprises to participate in the bidding process, attend the bid opening and tabulate bid proposals, make an analysis of the bids, and submit recommendations for the award of the construction contract.

j. **Loan Assistance.** The ENGINEER shall assist the CITY with preparation of an application and support documentation for a low-interest loan through WPCLP loan program and 2010 ARRA funding program (if available), both of which are administered by the IEPA.

k. **Supervision of Geotechnical Subconsultant.** The ENGINEER shall supervise any geotechnical subconsultant services required by the ENGINEER for the PROJECT. The ENGINEER shall make all necessary arrangements, subject to the prior approval of the CITY, for a qualified geotechnical subconsultant, which the CITY shall employ. The cost of such geotechnical subconsultant services shall be a separate expense to the CITY, and the CITY shall reimburse the ENGINEER for the actual costs of any payments made by the ENGINEER for the services provided by the geotechnical subconsultant upon submission of proper invoices.

3. The ENGINEER shall complete the Engineering Services set forth in subparagraphs A.2.a.-h. for the CITY within two hundred forty (240) consecutive calendar days from the date the CITY notifies the ENGINEER in writing to proceed with the PROJECT.

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

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

**a. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

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

**b. Minimum Limits of Insurance**

The ENGINEER shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be 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) Professional Liability: \$5,000,000 per claim and aggregate.

(4) 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.

(5) Excess Umbrella Policy: \$5,000,000 per claim and aggregate.

**c. Deductibles and Self-Insured Retentions**

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

**d. Other Insurance Provisions**

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

**(1) General Liability and Automobile Liability Coverages**

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

**(2) All Coverages**

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

**e. Acceptability of Insurers**

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

**f. Verification of Coverage**

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

6. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the CITY, its officials, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the CITY, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful performance of this work by the ENGINEER, its employees, or subcontractors, or which may in any way result therefor, except that arising out of the negligence or willful act of the CITY, its officials, employees and volunteers. The ENGINEER 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 ENGINEER shall, at its own expense, satisfy and discharge the same.

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

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

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

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

11. This AGREEMENT may be terminated by the CITY upon written notice to the ENGINEER at its last known post office address. Provided that, should this AGREEMENT be terminated by the CITY, the ENGINEER shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the CITY. Within five (5) days after notification and request, the ENGINEER shall deliver to the CITY all property, books and effects of every description in its possession belonging to the CITY.

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

a. If the ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if the ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency;

b. If a petition is filed against the ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.

c. If the ENGINEER makes a general assignment for the benefit of creditors;

d. If a trustee, receiver, custodian or agent of the ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of the ENGINEER's creditors;

e. If the ENGINEER admits in writing an inability to pay its debts generally as they become due.

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

14. The ENGINEER is qualified technically and is conversant with the policies applicable to the performance of design engineering and that sufficient, properly trained, and experienced personnel will be retained to perform the services enumerated herein.

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

16. The ENGINEER, during the period commencing upon the execution of this AGREEMENT and concluding one year following the completion of the PROJECT, shall not accept employment from any developer developing land within the CITY or any contractor, subcontractor or material supplier performing work or supplying material to the CITY without the express written consent of the CITY.

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

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

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

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

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

following by the ENGINEER without the CITY's express authorization would be harmful and damaging to the CITY's interests:

a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases which are not otherwise known to the public.

b. All information relating to the Engineering Services being performed by the ENGINEER under this AGREEMENT, regardless of its type or form and which are not otherwise known to the public.

c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by the ENGINEER under this AGREEMENT which are created, designed, or enhanced by the ENGINEER and which are not otherwise known to the public.

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

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

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

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

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

27. The PROJECT will be partially funded through the IEPA WPCLP and the ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance of WPCLP loan work under this AGREEMENT consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The IEPA or any of its authorized representatives shall have access to books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided by the ENGINEER for access and inspection. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards. All information and reports resulting from access to records pursuant to this section shall be disclosed to the IEPA. The ENGINEER shall have an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties. Records under this section shall be maintained and made available during the performance of the PROJECT under this AGREEMENT and for 3 years after the final loan closing. In addition, those records that related to any dispute pursuant to Section 369.650 of the procedures for issuing loans from the WPCLP, litigation, the settlement of claims arising out of project performance, costs or items to which an audit exception has been taken shall be maintained and made available for 3 years after the resolution of the appeal, litigation, claim or exception.

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

29. The ENGINEER agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with any and all applicable loan rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the ENGINEER acknowledges that the fair share percentages are 5% for MBEs and 12% for WBEs.

30. The ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 40 CRF Part 33 in the award and administration of contracts awarded under IEPA financial assistance agreements. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT which may result in the termination of this AGREEMENT or other legally available remedies.

**B. THE CITY AGREES:**

1. To provide full information regarding requirements for and about the PROJECT, including a program which shall set forth the CITY's objectives, schedule, constraints, criteria, special equipment, systems and site requirements and to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the PROJECT, including auditing services which the CITY may require. The CITY shall obtain from others and furnish to the ENGINEER complete legal descriptions and plats of property surveys for the PROJECT which shall include, but not be limited to, location and staking of all necessary property lines and corners, public rights-of-way and secured easements and zoning and deed restrictions.

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

3. For the performance by the ENGINEER of the services set forth above, the CITY shall pay the ENGINEER on the following basis of payment:

a. **Amount of ENGINEER's Fee.** The ENGINEER shall receive, as full payment for completing all services required of the ENGINEER related to the PROJECT under this AGREEMENT, the sum of Four Hundred Forty Thousand (\$440,000.00) Dollars, except that the ENGINEER's fee for professional engineering services for loan assistance as set forth in subparagraph A.2.j. above, shall be paid to the ENGINEER by the CITY at the ENGINEER's hourly billing rates for the actual time of the work performed, plus any required out-of-pocket expenses or travel expenses. No additional compensation shall be paid by the CITY for fees charged by Lintech Engineering, LLC or any other additional miscellaneous expenses.

b. **Reimbursable Expenses.** The CITY shall reimburse the ENGINEER for geotechnical subconsultant's fees as set forth in Paragraph A.2.k.

c. **Payment of ENGINEER's Fee.** The CITY, for and in consideration of the rendering of the engineering services enumerated herein shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:

(1) Upon receipt of monthly statements from the ENGINEER and the approval thereof by the CITY, payments for the work performed shall be due and payable to the ENGINEER within thirty (30) days after approval by the CITY.

(2) Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

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

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

6. The CITY acknowledges that the ENGINEER is a business corporation and not a professional service corporation and further acknowledges that the corporate entity, as the party to this AGREEMENT, expressly avoids contracting for individual responsibility of its officers, directors, or employees.

**C. IT IS MUTUALLY AGREED:**

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

2. Any dispute between the ENGINEER and the CITY concerning the interpretation of or a breach of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the CITY and the third member appointed by the two other members for disposition, and the committee's decision shall be final.

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

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

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

b. If to the ENGINEER:  
BAXTER & WOODMAN  
8678 Ridgefield Road  
Crystal Lake, IL 60012  
Attn: Mr. Carl Fischer

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.

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

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

7. 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.

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

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

## D. CERTIFICATION OF ENGINEER

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:

- a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- b. not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 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 ENGINEER hereby represents and warrants to the City of Elmhurst, that:

- a. the ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER, 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 ENGINEER's workplace;
- (B) Specifying the actions that will be taken against employees for violations of such prohibition;
- (C) Notifying the employee that, as a condition of employment on this agreement, 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 ENGINEER's policy of maintaining a drug-free workplace;
    - (C) any available drug counseling, rehabilitation, and employee assistance program; and
    - (D) the penalties that may be imposed upon employees for drug violations;
  - (3) Making it a requirement to give a copy of the statement required by Subsection d.(1) to each employee engaged in the performance of this agreement, and to post the statement in a prominent place in the workplace;
  - (4) Notifying the CITY within ten (10) days after receiving notice under paragraph d.(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;
- e. the ENGINEER 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 ENGINEER, at the time the ENGINEER 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 ENGINEER; or, if the ENGINEER'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 ENGINEER, 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 ENGINEER, the ENGINEER 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 ENGINEER in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code; and
- i. the ENGINEER 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 ENGINEER is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

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

If any certification made by the ENGINEER or term or condition in this AGREEMENT changes, the ENGINEER shall notify the CITY in writing within seven (7) days.

**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 ENGINEER, this \_\_\_\_ day of \_\_\_\_\_, 2009.

BAXTER & WOODMAN, INC.  
8678 Ridgefield Road  
Crystal Lake, Illinois 60012

ATTEST:

By \_\_\_\_\_  
Carl Fischer

By \_\_\_\_\_

**A RESOLUTION OF THE CITY OF ELMHURST  
SUPPORTING THE IDOT PROPOSED ELGIN-O'HARE WEST BYPASS,  
ALTERNATIVE 402 (OPTION D) FOR THE RING ROAD PROJECT**

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WHEREAS, the City of Elmhurst (hereinafter the "City") is a body of politic and corporate, organized and existing pursuant to the Illinois Municipal code; and

WHEREAS, the Elgin O'Hare and West Bypass has been the subject of planning efforts and discussions dating back several decades; and

WHEREAS, past and current Regional Transportation Plans as proposed by the Illinois Department of Transportation (hereinafter "IDOT") have recognized the need to relieve congestion and improve access in and around O'Hare Airport and surrounding communities; and

WHEREAS, with the goal of improving transportation in the region, IDOT has been engaged in a study to identify options for building an extension of the Elgin O'Hare Expressway and a western bypass of O'Hare International Airport known as the Elgin O'Hare-West Bypass; and

WHEREAS, the project includes preliminary engineering and environmental studies of a wide range of alternatives, including both the potential extension of the Elgin-O'Hare Expressway to the east as well as a potential western bypass of O'Hare connecting I-90 and I-294; and

WHEREAS, IDOT has embarked on a major effort to gather ideas and suggestions from residents and business and civic leaders in the 24-community study area that includes the City; and

WHEREAS, the first segment, or tier, of the study is scheduled for the completion in early 2010 and includes IDOT's submission of a final environmental impact statement and record of decision that states the preferred transportation system plan for the area; and

WHEREAS, the second segment, or tier, involves detailed engineering and environmental studies for parts of the selected plan that are ready to move forward and is expected to be complete by 2013; and

WHEREAS, IDOT has expressed its need for robust public input to develop a plan that improves transportation while also recognizing the many economic and environmental impacts a project of this magnitude presents and has also expressed a goal of being inclusive, open-minded and transparent through the process and views public input as a key component of this study and is committed to providing opportunities for all interested parties to get involved in the project; and

**Copies To All  
Elected Officials  
10/01/2009**

WHEREAS, the City, through its Public Works and Buildings Committee, has evaluated the remaining options for the project and has determined that it is in the best interests of the City and its residents to formally approve and announce support for IDOT's proposed Alternative 402 Option D; and

WHEREAS, the City desires to formally express its support for the option proposed by IDOT commonly known as Alternative 402 Option D.

SECTION 1. The recitals set above are incorporated herein and made a part hereof.

SECTION 2. The Mayor and the City Council approve and support IDOT's proposed Alternative 402 Option D.

SECTION 3. The City Clerk is hereby directed to forward a certified copy of this Resolution to the proper authorities at the Illinois Department of Transportation.

SECTION 4. This Resolution shall take effect immediately upon its passage and approval as provided by law.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTENTION: \_\_\_\_\_

**APPROVED** by me this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Peter P. DiCianni III, Mayor

ATTESTED and filed in my office,  
this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Patty Spencer, City Clerk

**A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT  
CONCERNING THE COLLECTIVE BARGAINING  
AGREEMENT BETWEEN THE CITY OF ELMHURST  
AND THE ILLINOIS FRATERNAL ORDER OF POLICE  
LABOR COUNCIL, FOP LODGE #81**

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

**Section 1.** That certain Memorandum of Agreement setting forth certain provisions which are to be incorporated into a successor collective bargaining agreement between the City of Elmhurst and the Illinois Fraternal Order of Police Labor Council, FOP Lodge #81, a copy of which Memorandum of Agreement is attached hereto as Exhibit "A", is hereby approved.

**Section 2.** The Mayor and City Clerk are hereby authorized and directed to execute and attest, respectively, a collective bargaining agreement, which shall incorporate the provisions of said Memorandum of Agreement, subject to the prior execution of said collective bargaining agreement by representatives of the Illinois Fraternal Order of Police Labor Council, FOP Lodge #81, and further subject to review and approval as to the form of said collective bargaining agreement by the City's legal representatives.

**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

**Copies To All  
Elected Officials**  
10/01/2009