

**AGENDA**  
**OF BUSINESS TO BE BROUGHT BEFORE THE MEETING**  
**OF THE CITY COUNCIL OF ELMHURST, ILLINOIS, 209 NORTH YORK**  
**MONDAY, MAY 17, 2010**  
**7:30 P.M.**

- 1. Executive Session 7:00 p.m. – Litigation, Personnel and Land Disposition (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, May 3, 2010 (City Clerk Spencer): Approve as published
  - b. Minutes of the Executive Session Meeting Held on Monday, May 3, 2010 (City Clerk Spencer): Receive and place on file
  - c. Accounts Payable – May 17, 2010, Total \$ 2,232,478.22
  - d. Bid Results, Levee Maintenance Improvements Project, 09-20 (City Clerk Spencer): Refer to the Public Works and Buildings Committee (see item 5l)
  - e. Bid Results, 2010 Contract Paving Program Project 10-02 (City Clerk Spencer): Refer to the Public Works and Buildings Committee (see item 5k)
  - f. Traffic Study for the Maple and First Street Area (City Manager Borchert): Refer to the Public Affairs and Safety Committee
  - g. Bike Parking Ordinance for Commercial, Industrial and Institutional Zoning (City Manager Borchert): Refer to the Development, Planning and Zoning Committee
  - h. Review of Street Signage on Oak Street (City Manager Borchert) Refer to the Public Works and Buildings Committee
  - i. Gladys Avenue SSA Sidewalk Improvements (City Manager Borchert): Refer to the Public Works and Buildings Committee
  - j. All-Circo, Inc., Public Affairs and Consulting Services (City Manager Borchert): Refer to the Finance, Council Affairs and Administrative Services Committee
  - k. Report – Bids, 2010 Contract Paving Program (PW&B) (see item 5e)
  - l. Report – Levee Maintenance Improvements Project (PW&B) (see item 5d)
  - m. Report – Levee Certification – Additional Design Work (PW&B)
  - n. Report – Liquor License Change for Cuvee Cellars (PA&S)
  - o. Report – Disposition of Stop Sign Request – Fair and Webster Avenues (PA&S)
  - p. Report – Parking Fee Review (F,CA&AS)
  - q. Report – DuPage Mayors and Managers Conference 2010 Legislative Action Program (F,CA&AS)
  - r. O-14-2010 –An Ordinance Authorizing the City of Elmhurst, DuPage and Cook Counties, Illinois, to Borrow Funds from the Water Pollution Control Loan Program
  - s. MCO-12-2010 – An Ordinance Amending Sections 36.09, Entitled “Classification of Licenses,” 36.10, “Entitled Terms; Fees,” and 36.11, Entitled “Limitation on Number of Licenses,” All of Article II, Entitled “Retail Licenses,” Chapter 36, Entitled “Liquor,” of the Municipal Code of Ordinances of the City of Elmhurst, DuPage and Cook Counties, Illinois
  - t. MCO-16-2010 – An Ordinance Establishing Wastewater Treatment Rates for Private Well Users
  - u. ZO-09-2010 – An Ordinance Granting a Conditional Use for a “Public Service Sign” on an Existing Billboard Sign for Public Educational Purposes (Elmhurst Stone Quarry – DuPage County)

- v. ZO-10-2010 – An Ordinance Approving a Text Amendment to the City of Elmhurst Zoning Ordinance for the Purpose of Adding a “Public Service Sign” as a Conditional Use in the C/R Conservation/Recreation District
- w. ZO-11-2010 – An Ordinance Granting an Amendment to a Conditional Use Permit, With Associated Front Yard and Interior Yard Setback Variations, for the Purpose of Constructing a Fellowship Hall, Adaptive Renovation of an Existing Residence for an Administrative Center and Other Site Improvements for a Church on the Property Commonly Known as 315 East St. Charles, 314 Huntington Lane and 316 Huntington Lane (Bethel United Church of Christ)
- x. R-20-2010 – A Resolution Authorizing the Issuance of a Notice of Award for the Elevator and Glass & Glazing for the First Street Parking Deck Project for the City of Elmhurst, Illinois
- y. R-25-2010 – A Resolution Authorizing the Execution of Agreements for the Purchase of Fire Hydrant Materials By and Between Ziebell Water Service Products, Inc., and the City of Elmhurst and Mid American Water, Inc., and the City of Elmhurst
- z. R-26-2010 – A Resolution Authorizing the Issuance of a Notice of Award for the 2010 Levee Maintenance Improvements Project for the City of Elmhurst, Illinois
- aa. R-27-2010 – A Resolution Authorizing the Execution of an Agreement for the Purchase and Installation of Three Fuel Dispensers By and Between Superior Petroleum Marketers, Inc., and the City of Elmhurst
- bb. R-28-2010 – A Resolution Authorizing the Issuance of a Notice of Award for the 2010 Contract Paving Program for the City of Elmhurst, Illinois

**6. Committee Reports**

- a. Report – Allied Waste Contract Rate Adjustment (PW&B)

**7. Reports and Recommendations of Appointed and Elected Officials**

- a. Updates (Mayor DiCianni)

**8. Other Business**

**9. Announcements**

**10. Adjournment**

**PLEASE NOTE:**

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

**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF THE ELMHURST, ILLINOIS  
HELD ON MONDAY, MAY 3, 2010  
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, MAY 3, 2010  
209 NORTH YORK STREET  
ELMHURST, ILLINOIS**

**EXECUTIVE SESSION 7:00 P.M. – LAND DISPOSITION**

1. Executive session was called to order at 7:02 p.m. by City Clerk Spencer for the purpose of discussing Land Disposition.

Present: Diane Gutenkauf, Paula Pezza, Pat Shea, Norman Leader, Susan J. Rose, Michael J. Bram, Stephen Hipskind, Steve Morley, Jim Kennedy, Mark A. Mulliner

Absent: Kevin L. York, Chris Nybo (arrived at 7:41 p.m.), Chris Healy, Patrick Wagner

Also in attendance: City Treasurer Dyer, City Attorney Storino, City Manager Borchert, Fire Chief/Assistant City Manager Kopp

Alderman Gutenkauf moved to convene into executive session for the purpose of discussing Land Disposition. Alderman Bram seconded. Roll call vote:

Ayes: Gutenkauf, Bram, Pezza, Shea, Leader, Rose, Hipskind, Morley, Kennedy, Mulliner

Nays: None

10 ayes, 0 nays, 4 absent

Motion duly carried

Alderman Morley moved to adjourn executive session. Alderman Hipskind seconded. Voice vote. Motion carried. Executive session adjourned at 7:41 p.m.

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

Attendance: 20

2. The Regular Meeting of the Elmhurst City Council was called to order by Mayor DiCianni at 7:59 p.m. Mayor DiCianni asked for a moment of silence prior to the Pledge of Allegiance in honor of Frank Vanek, Vice-President of the Library Board who passed away on Saturday, May 1, 2010.

Present: Diane Gutenkauf, Paula Pezza, Pat Shea, Norman Leader, Susan J. Rose, Michael J. Bram, Stephen Hipskind, Chris Nybo, Steve Morley, Jim Kennedy, Mark A. Mulliner,

Absent: Kevin L. York, Chris Healy, Patrick Wagner

Also in Attendance: City Treasurer Dyer, City Attorney Storino, City Manager Borchert, Director of Water/Wastewater Streicher

**PROCLAMATION & RECOGNITION – COACH TERRY CLARKE**

3. Mayor DiCianni welcomed York High School Wrestling Coach, Terry Clarke to join him at the podium. Mayor DiCianni presented Coach Clarke with a proclamation recognizing his accomplishments as a coach for the past thirty (30) years, most recently his induction in the IHSA Hall of Fame.

Coach Clarke stated this has been a great ride. He thanked his family stating he is very proud of this day.

**PROCLAMATION & RECOGNITION – DIRECTOR OF WATER/WASTER WATER, DENNIS STREICHER**

4. Mayor DiCianni invited Director of Water/Wastewater Dennis Streicher to the podium. The Mayor stated after thirty-eight (38) years of service to the City, Director Streicher is retiring this week. The Mayor read a proclamation recognizing Director Streicher's achievements over the past thirty-eight (38) years and thanked him for his commitment and dedication to the City.

Director Streicher stated he couldn't have picked a better job to work for a great City like Elmhurst. He thanked his family, Mayor DiCianni, City Manager Borchert and the City Council.

City Manager Borchert thanked Director Streicher for a job well done. He stated on Thursday, May 6, 2010 from 10:00 a.m. – noon there will be a farewell gathering for Director Streicher in the Council Chamber for those who wish to show him their appreciation and pass along their retirement well wishes.

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

5. Daniel Cusack, 0S579 Kirk, Elmhurst, IL 60126 submitted the minutes of the Elmhurst Memorial Hospital Yorkfield Neighborhood Advisory Committee for the meetings held on both November 6, 2008 and February 5, 2009.

**PUBLIC FORUM**

6. Dennis Reboletti Sr.  
572 W. Gladys Ave.  
Elmhurst, IL 60126

Spoke to the Council regarding the sidewalk policy.

Jackie Luchetta  
253 Maple Ave.  
Elmhurst, IL 60126

Spoke regarding the talk of sidewalks and the City's cash flow problems. She also commented on the new City Centre fountain and the park at the Police Station stating now is not the time to have this done when the City has no money.

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

Spoke of the Elmhurst Memorial Healthcare annexation and rezoning while the people of Yorkfield are sacrificed for the new hospital.

Daniel Cusack  
0S579 Kirk  
Elmhurst, IL 60126

Spoke regarding the agenda item pertaining to the Hospital's Harvard Street traffic. He asked Council to delay their approval until engineers can look at it.

Scott Day, Attorney  
Elmhurst Memorial Hospital

Spoke regarding the public comments made by an objector. He stated the hospital stands by its record and the documents that have been submitted to the City.

**CONSENT AGENDA**

7. The following items on the Consent Agenda were presented:
  - a. MINUTES OF THE REGULAR MEETING HELD ON MONDAY, APRIL 19, 2010 (City Clerk Spencer): Approve as published
  - b. MINUTES OF THE SPECIAL MEETING HELD ON SATURDAY, APRIL 17, 2010 (City Clerk Spencer): Approve as published
  - c. MINUTES OF THE EXECUTIVE SESSION MEETING HELD ON MONDAY, APRIL 26, 2010 (City Clerk Spencer): Receive and place on file
  - d. ACCOUNTS PAYABLE – APRIL 30, 2010, TOTAL \$ 1,187,105.53
  - e. REPORT – 2010 TREE PURCHASE & PLANTING PROGRAM The following report of the Public Works and Buildings Committee was presented for passage.

April 26, 2010

TO: Mayor DiCianni and Members of the City Council  
Re: 2010 Tree Purchase & Planting Program

The Public Works and Building Committee met on Monday, April 26, 2010, to discuss the purchase and installation of tree stock through the Suburban Tree Consortium for the City's 2010 Tree Purchase & Planting Program. This includes regular tree replacements, and new tree plantings.

Elmhurst joined the Suburban Tree Consortium in 1986 and is currently one of 36 participating members. The major purpose of the Consortium is to pool resources from several communities in an effort to obtain lower prices, a more dependable supply, and a higher quality of trees than would be available to any single municipality, or agency. The City has purchased trees through the Consortium previously and has been satisfied with the product and the competitiveness of the cost. Currently, Beaver Creek Nursery, Hinsdale Nursery, Beeson's Nursery, Possibility Place Nursery, and Wilson Nursery are contracted to supply trees and Pugsley & LaHaie provide planting services. These contracts have fixed annual prices, which are renewed upon mutual consent of the members and contractors, and are administered by the West Central Municipal Conference (WCMC). Collectively, the members purchase approximately 6,000 trees per year.

A purchase summary is attached specifying tree species, numbers required, costs, and the supplying nursery.

There are 575 trees scheduled to be purchased at a cost of \$93,628.50. The cost for contractor services to plant the trees is \$51,470.50. Funds have been allocated in the 2010/2011 budget, General Fund for the purchase of these trees in account number 110-6043-434-40-61 in the amount of \$150,000.00, and for planting in account number 110-6043-434-30-77 in the amount of \$71,500.00, pending Council approval of the 2010/2011 Budget.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the purchase of trees through the Suburban Tree Consortium as outlined above, be approved.

Respectfully submitted,  
Public Works and Building Committee

/s/ Jim Kennedy  
Chairman

/s/ Michael J. Bram  
Vice-Chairman

/s/ Pat Shea

/s/ Chris Healy

- f. REPORT – BID, FIRE HYDRANT MATERIALS PURCHASE The following report of the Public Works and Buildings Committee was presented for passage.

April 26, 2010

TO: Mayor DiCianni and Members of the City Council  
RE: Bid, Fire Hydrant Materials Purchase

The Public Works and Buildings Committee met on Monday, April 26, 2010 to discuss bids received for Fire Hydrant Materials. Invitations to bid on this project were sent to numerous area vendors and advertised in local newspapers. Four (4) bids were received and two (2) vendors were awarded based on the low bid on various size hydrants. There were bid ties on (4) of the (6) hydrants items. At the advice of the City Attorney a blind drawing was held at the City Clerk's office on 3/23/10 with the vendors present.

Four bids were received and a bid tabulation is attached for reference. The results of the drawing and low bids are as follows:

VENDOR

TOTALS

• Ziebell Water Service Item 1-3-5	Bid Amount	\$36,686.00
• Mid American Water Item 2-4-6	Bid Amount	<u>\$47,906.00</u>
	Grand Total	\$84,592.00

The invitation to bid requested pricing on various size fire hydrants for use by City utility crews. The Water/Wastewater Division expects to order approximately 40 fire hydrants this project year to accommodate replacements in street paving areas and other selected sites. The hydrants are being replaced due to poor operation, obsolescence, or vehicular accidents.

Mid American Water and Ziebell Water Service have previously supplied fire hydrants and other materials to the City in a timely and satisfactory manner.

Funds in the amount of \$85,000 have been provided in the 2010/2011 budget, Municipal Utility Fund, for the purchase of fire hydrant materials under account number 510-6052-501-40-23.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the bid submitted by Mid American Water of Aurora, Illinois for \$47,906 and Ziebell Water Service for \$36,686 totaling the amount of \$84,592.00, be accepted and that the City Attorney be directed to prepare the appropriate resolutions.

Respectfully submitted,  
Public Works and Building Committee

/s/ Jim Kennedy

Chairman

/s/ Michael J. Bram

Vice-Chairman

/s/ Pat Shea

/s/ Chris Healy

- g. REPORT – REPLACEMENT OF FUEL ISLAND DISPENSERS The following report of the Public Works and Buildings Committee was presented for passage.

April 26, 2010

TO: Mayor DiCianni and Members of the City Council

RE: Replacement of Fuel Island Dispensers

The Public Works and Buildings Committee met on Monday, April 26, 2010 to discuss the purchase of replacement fuel island dispensers at the Elmhurst Public Works Garage.

The dispensers are used to pump gasoline and diesel fuel into vehicles and equipment for the City, Park District, School District and City Center. The dispensers are linked to a fuel management system that is used for billing for fuel supplied from the Public Works fuel island. The current three dispensers (2 gasoline and 1 diesel) at the Public Works fuel island are fourteen years old and do not meet the standard for E85 fuel.

A Request for Proposals (RFP) was sent out to qualified vendors to solicit prices for new dispensers. The RFP requested vendors to supply and install new fuel dispensers and to insure that the Public Works Fuel Island is in compliance with all required tests for the State Fire Marshall and the Illinois EPA.

Four proposals were returned. The proposals contained a "Base Proposal" price and "Optional" pricing for the EPA mandated Vapor Recovery. Total prices with the required options are listed below:

<u>Vendor</u>	<u>Total Price</u>
Superior Petroleum, Wheaton, IL	\$25,455.00
Accurate Tank, N. Aurora, IL	\$25,675.00
Petroleum Technologies Equipment, Lyons, IL	\$30,933.00
Mankoff Industries	declined to bid

In accordance with the City of Elmhurst and Elmhurst Park District Intergovernmental Agreement, the Park District will pay 25 percent (\$6,363.75) of the price of the installation of the fuel dispensers.

Funds have been provided in the FY2009/2010 under account 110-6047-512-80-98, in the amount of \$34,000 for the purchase of this system.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the proposal from Superior Petroleum of Wheaton, IL, for the installation of three fuel dispensers at the City of Elmhurst Public Works Garage in the amount of \$25,455 be accepted and that the City Attorney be directed to prepare the appropriate resolution.

Respectfully submitted,  
Public Works and Building Committee

/s/ Jim Kennedy

Chairman

/s/ Michael J. Bram

Vice-Chairman

/s/ Pat Shea

/s/ Chris Healy

- h. REPORT – FIRST STREET METRA PARKING IMPROVEMENTS RAILROAD UTILITY RELOCATION The following report of the Public Works and Buildings Committee was presented for passage.

April 26, 2010

TO: Mayor DiCianni and Members of the City Council  
RE: First Street Metra Parking Improvements Railroad Utility Relocation

The Public Works and Building Committee met on Monday, April 26, 2010 to discuss the final design of the First Street Metra Parking project and the required Union Pacific Railroad (UPRR) utility relocations.

TranSystems assisted the City in the preparation of an American Recovery and Reinvestment Act (ARRA) funding application. The project was approved by the DuPage Mayors and Managers Conference to receive \$310,000 from the ARRA Traffic Control Measure (TCM) funds. The City of Elmhurst is required to complete necessary engineering according to the ARRA project milestones and monitoring schedule to secure these funds.

The City approved TranSystems to complete Phase I design engineering services for \$84,012.07. Design engineering services included the preparation of contract plans, specifications and cost estimates for the March 14, 2010 contract letting through IDOT. The work was prepared in accordance with IDOT requirements for TCM projects. Construction within the railroad right of way requires soil testing to determine final quantities of special waste removal if necessary. The plans were reviewed by the City, IDOT and the UPRR.

The First Street Metra Parking project bid package proposed construction of approximately 53 new commuter and CBD parking spaces in downtown Elmhurst along First Street. The low bid received was from Schroeder Asphalt Services, Inc. for \$348,380.19.

During design the UPRR informed the City that fencing is required adjacent to new parking areas. IDOT requires three feet clear from the curb face for car doors. The IDOT and UPRR requirements were in conflict. The UPRR requirement for a fence at the Maple/Larch location prohibits a driver from entering/exiting the parked vehicle. In addition after final design documents were submitted to IDOT the UPRR identified two sections of buried signal cable that will need to be relocated to accommodate the new parking. Each signal cable relocation section will cost approximately \$40,000 to \$50,000. One of these sections is at the Maple/Larch location the other relocation section is from Myrtle to Maple.

Deleting 14 parking spaces along First Street between Maple and Larch, eliminates the fencing conflict and one signal relocation. The engineering construction estimate for the 14 spaces is \$43,000. Deleting this portion from the project will reduce the total project construction cost to \$305,000 plus signal cable relocation and engineering costs. The City will now construct 39 new spaces at a total cost to the City of \$4,235/space.

Final Project Cost Breakdown:

	Estimated Project Cost	UPRR Signal Cable Relocation	ARRA Funds	City Expenses
39 Parking Spaces	\$305,000	\$40,000	\$310,000	\$40,000 UPRR utility relocate + \$80,012.07 Phase I Eng. + \$45,167.15 Phase III Eng. = \$165,179.22

While the scope of the project has been reduced from the original 63 spaces, the project will still add 39 new spaces to the City's commuter and CBD parking inventory. The cost of \$4,235 per space is a typical amount for surface parking. Consequently, the Committee felt continuing with the revised project was appropriate.

Monies for this project have been provided in the FY 2009/10 Budget, Account Number 530-0088-503-80-19 in the amount of \$175,000.

It is, therefore, the recommendation of the Public Works and Building Committee that the City contract with the UPRR for the cable relocation and that the First Street Metra Parking Improvement project as described above be approved.

Respectfully submitted,  
Public Works and Building Committee

/s/ Jim Kennedy

Chairman

/s/ Michael J. Bram

Vice-Chairman

/s/ Pat Shea

/s/ Chris Healy

- i. REPORT – KNIGHTS OF COLUMBUS – “DL” LIQUOR LICENSE REQUEST The following report of the Public Affairs and Safety Committee was presented for passage:

April 26, 2010

To: Mayor DiCianni and Members of the City Council  
Re: Knights of Columbus – “DL” Liquor License Request

The Public Affairs and Safety Committee met on April 12, 2010 and again on April 26, 2010 to discuss the request from the Knights of Columbus to create a new liquor license for special events or special occasions to be held by the Knights of Columbus and/or other bona fide social, fraternal or religious organizations.

A Class “DL” liquor license authorizes the retail sale of alcoholic liquor, only for consumption on the licensed premises and only for limited special events or occasions, not to exceed one hundred twenty (120) such events during each license year.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Council approve the Knights of Columbus' request to create a new “DL” liquor license for special events or special occasions to be held by the Knights of Columbus and/or other bona fide social, fraternal or religious organizations.

Respectfully submitted,  
Public Affairs and Safety Committee

/s/ Patrick Wagner

Chairman

/s/ Chris Nybo

Vice-Chairman

/us/ Paula Pezza

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

April 27, 2010

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

The Finance, Council Affairs and Administrative Services Committee met April 26, 2010, to review a proposed sewerage treatment rate adjustment to those customers served by private water wells.

Currently, the City provides sewerage collection and treatment services for 24 customers who have private wells. Since the City lacks a metering device for water service to these customers, sewerage treatment charges are based on approximate citywide averages. Basically, the proposed fee for private well users has been adjusted in the same proportion as the City's water and sewerage treatment customers. The bi-monthly proposed and existing rates are indicated below:

	<u>Proposed</u> <u>Rate</u>	<u>Current</u> <u>Rate</u>
Residential*	\$ 74.87	\$ 65.10
Commercial*	\$ 74.87	\$ 65.10

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

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

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council direct the City Attorney to prepare an amendment to the Municipal Code of Ordinances to establish a bi-monthly service charge for sewerage treatment of \$74.87 for customers with private water wells.

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

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

April 27, 2010

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

The Finance, Council Affairs and Administrative Services Committee met April 26, 2010 to review the proposal for the purchase, installation and maintenance of two (2) additional automated pay by space parking terminals. The two terminals would serve approximately 250 spaces in the new parking deck being constructed at 175 W. First Street.

Recently, the City Council approved the purchase of seven (7) automated pay by space parking terminals from Total Parking Solutions (TPS). These terminals serve approximately 600 downtown daily fee parking spaces that were previously served by honor boxes and monthly parking passes. Over the last several years communities throughout the area have been moving away from the labor intensive honor box system in favor of the streamlined automated pay by space equipment that is both user friendly and enforcement efficient for City personnel. For the user, the machines accept coins and bills as well as credit cards. Payment for any space can be made at any machine. Once

payment is made, the automated system supplies the user with a receipt, alleviating the lack of proof of payment with the current system. The system will not issue a receipt unless the proper fee is collected. Approximately two to three hours of time spent daily on collecting and counting money has been redirected to improved enforcement throughout the system.

Staff is very satisfied with the equipment and service provided by TPS and is recommending the additional purchase of two terminals from TPS identical to the seven terminals recently purchased. The Committee and staff discussed the positive benefits and efficiencies of standardized equipment and services that includes the following: identical machines, instructions and operations for the user; the ability of the user to pay at any terminal; maintenance and supplies for one type of machine; identical coin and bill collection boxes and keys; consistent banking and credit card processing operations; and one back office operating system for administration. Staff also noted that TPS has offered to hold the pricing from the previous purchase contract. Based on staff's satisfaction with the current system, the efficiencies received in standardization of equipment and service and the identical pricing of the equipment and maintenance, the Finance, Council Affairs and Administrative Services Committee concurs with staff's recommendation.

The total cost for the acquisition, installation and maintenance of two automated pay by space machines is \$29,260. The fiscal year 2010/2011 budget provides funds in the Parking Improvements account #530-0088-503-80-19.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council approve the purchase of two additional automated pay by space parking terminals from Total Parking Solutions (TPS).

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

- I. REPORT - CASE # 10 P-03/CITY OF ELMHURST ZONING ORDINANCE TEXT AMENDMENT The following report of the Development, Planning and Zoning Committee was presented for passage:

April 27, 2010

TO: Mayor DiCianni and Members of the City Council

RE: Case # 10P-03/City of Elmhurst Zoning Ordinance Text Amendment

Request for Zoning Ordinance Text Amendment to Chapter 11, Section 11.11 for the purpose of adding "Public Service" signs as a Conditional Use in the CR Conservation/Recreation District.

*Note: As a companion to this specific Application (Case # 10P-03), DuPage County has applied for a Conditional Use Permit to allow the use of an existing sign structure as a Public Service Sign (Case # 10P-04).*

The Development, Planning and Zoning Committee met on April 26, 2010 to review the Zoning and Planning Commission report dated March 18, 2010. The City of Elmhurst, as Applicant, is requesting a Zoning Ordinance Text Amendment to allow "Public Service" signs as a Conditional Use in the CR Conservation/Recreation District. This type of sign will be limited to properties owned by, and used solely under the direct control of, a governmental body. This type of sign will display only public service announcements solely related to the functions of that governmental body whose land upon which the sign is located.

The Federal Clean Water Act (CWA), the National Pollutant Discharge Elimination System (NPDES) Phase II General Stormwater Permit, and the State of Illinois Environmental Protection Agency require any agency discharging stormwater to submit an "Annual Facility Inspection Report". An important part of this reporting process is known as "Best Management Practices"

which requires public education and outreach relative to pollutant discharge from the storm water sewer system.

DuPage County purchased the Elmhurst Stone Quarry property for stormwater detention purposes in 1992. The purchase included a parcel on the west side of Route 83 whereon a commercial billboard sign was located. The billboard sign has not been used for commercial advertising purposes since 1992; the City of Elmhurst Zoning Ordinance prohibits commercial billboard signs.

The City of Elmhurst, pursuant to an intergovernmental agreement, relies on DuPage County for most of the activities related to these best management practices. Rather than removing the sign structure, the County of DuPage is requesting that the sign structure be used for public information purposes thereby complying with the "Best Management Practices" public education and outreach program. The re-use of this sign structure will allow the City of Elmhurst and DuPage County an opportunity to fulfill this educational obligation without undue cost to the taxpayer.

The City of Elmhurst is requesting approval of these proposed Zoning Ordinance text amendments to allow the use of this sign structure by DuPage County for public education and outreach purposes. The proposed text amendments would allow for this type of sign only on government-owned or controlled property and only to display public service announcements solely related to the functions of that governmental body whose land upon which the sign is located. Additionally, Public Service signs approved by Conditional Use Permit would only be allowed in the CR Conservation/Recreation District.

**Proposed Text Amendment:**

Proposed new amendment language is shown in *italics*.

Section 11.5-1 Definitions of Functional Types

Amend (y) Public Service Sign - Any sign intended primarily to promote items of general interest to the community such as time, temperature and date, atmospheric conditions, news or traffic control. *Such sign shall be wholly located on property owned by, and used solely under the direct control of, a governmental body. Said sign shall only display public service announcements solely related to the functions of that governmental body.*

Section 11.11-1 Functional Types Permitted:

Add new (d) *Public Service Signs, provided, however, that such sign has been approved pursuant to Chapter 3, Section 3.11 Conditional Uses.*

Section 11.11-2 Number of Signs Permitted Per Lot:

Add new (d) *One (1) Public Service Sign pursuant to Chapter 3, Section 3.11 Conditional Uses.*

Section 11.11-3 Maximum Gross Surface Area of Signs Permitted:

Add new (d) *Public Service Signs:*  
*The gross surface area of such signage shall be determined by the City Council, upon recommendation of the Zoning & Planning Commission, pursuant to Chapter 3, Section 3.11 Conditional Uses.*

Section 11.11-4 Maximum Height of Signs Permitted:

Add new (d) *Public Service Signs:*  
*The maximum height of such signage shall be determined by the City Council, upon recommendation of the Zoning & Planning Commission, pursuant to Chapter 3, Section 3.11 Conditional Uses.*

The Committee discussed the proposed text amendment and noted that commercial billboards are not permitted in the City of Elmhurst, either as-of right or by Conditional Use Permit. The proposed text amendment differentiates a "Public Service" sign from a commercial billboard sign and, therefore, does not "open the door" for any new commercial billboard signs.

Therefore, it is the recommendation of the Development, Planning and Zoning Committee that the City Council approve this request for Text Amendment. The City Attorney is hereby directed to prepare the necessary Ordinance.

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

- m. REPORT – CASE # 10 P-04/DUPAGE COUNTY CONDITIONAL USE FOR PUBLIC SERVICE SIGN The following report of the Development, Planning and Zoning Committee was presented for passage:

April 27, 2010

TO: Mayor DiCianni and Members of the City Council

RE: Case # 10P-04/DuPage County Conditional Use for Public Service Sign

Request for Conditional Use Permit for the purpose of maintaining an existing billboard sign for public educational purposes on property commonly known as 100 N. Route 83.

The Development, Planning and Zoning Committee met on April 26, 2010 to review the Zoning and Planning Commission report dated March 22, 2010. The County of DuPage, as Applicant, is requesting a Conditional Use Permit to allow the use of an existing sign structure for public education and outreach relating to storm water runoff issues.

DuPage County purchased the Elmhurst Stone Quarry property for stormwater detention purposes in 1992. The purchase included a parcel on the west side of Route 83 whereon a commercial billboard sign was located. The billboard sign has not been used for commercial advertising purposes since 1992; the City of Elmhurst Zoning Ordinance prohibits commercial billboard signs.

The City of Elmhurst, pursuant to an intergovernmental agreement, relies on DuPage County for most of the activities related to these best management practices. Rather than removing the sign structure, the County of DuPage is requesting that the sign structure be used for public information purposes thereby complying with the “Best Management Practices” public education and outreach program. The re-use of this sign structure will allow the City of Elmhurst and DuPage County an opportunity to fulfill this educational obligation without undue cost to the taxpayer.

The Committee agrees with the Zoning and Planning Commission finding that the re-use of this sign structure will allow the City of Elmhurst and DuPage County an opportunity to fulfill this educational obligation without undue additional costs to the taxpayer. The Committee requested an additional condition that the City reviews the planned sign content and display on a yearly basis.

The Committee then discussed the Zoning and Planning Commission recommendation that the approval include future illumination of this sign. The Committee discussed this recommendation and concluded that if the County wants to illuminate the sign in the future, they will have to apply for an amendment to this Conditional Use.

Therefore, it is the recommendation of the Development, Planning and Zoning Committee that the City Council approve this request for Conditional Use Permit. The City Attorney is hereby directed to prepare the necessary Ordinance.

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

- n. REPORT – CASE # 09 P-07/BETHEL UNITED CHURCH AMENDED CONDITIONAL USE AND ASSOCIATED FRONT YARD SETBACK VARIATION AND CASE # 10 ZBA-

02/BETHEL UNITED CHURCH VARIATION The following report of the Development, Planning and Zoning Committee was presented for passage:

April 27, 2010

TO: Mayor DiCianni and Members of the City Council  
RE: Case # 09P-07/Bethel United Church Amended Conditional  
Use and associated Front Yard Setback Variation

Request for Amended Conditional Use and associated Front Yard Setback Variation for the purpose of constructing a fellowship hall, the adaptive renovation of an existing residence for use as an administrative center, as well as other site improvements on property commonly known as 315 E. St Charles, and 314 and 316 Huntington Lane (PIN's 06-12-200-007, 018 & 019), said properties being wholly located in the R1 Single Family Residence District.

AND

Case # 10ZBA-02/Bethel United Church Variation

Request for an Interior Side Yard Variation for the purpose of constructing a fellowship hall as proposed in Case #09P-07 on properties commonly known as 315 E. St Charles, and 314 and 316 Huntington Lane (PIN's 06-12-200-007, 018 & 019), said properties being wholly located in the R1 Single Family Residence District.

The Development, Planning and Zoning Committee met on April 26, 2010 to review the Zoning and Planning Commission report dated April 22, 2010. The applicant, Bethel United Church of Christ, is requesting an amended conditional use permit and associated variations for the purpose of constructing a fellowship hall, the adaptive renovation of an existing single family residence for use as an administrative center, as well as other site improvements. The Committee also reviewed the documentation supplied by the Applicant, the Staff report and the transcript of the public hearing. The Committee noted that the Zoning and Planning Commission unanimously recommended approval of this project.

The Committee reviewed the proposed construction and site improvements including the new Fellowship Hall addition and the adaptive re-use of a single-family house to administrative offices. The Committee discussed the proposed parking lot and drop-off area accessed from Huntington Lane noting that the Church meets their parking requirement on site, but also has 200 additional parking spaces available on the neighboring Sandburg Middle School property through an agreement between the two parties.

The Committee discussed the proposed new drop-off turnaround accessed from St Charles Road. The Committee discussed the ingress/egress movements from St Charles and agreed that the proposed access from St Charles should not be problematic, if used occasionally as intended for the staging of weddings. The Committee noted that, because this is a Conditional Use, should there be a traffic problem relating to this new St Charles access the City reserves the right to require modifications such as a gate or other means of controlling this proposed access point.

The Committee then discussed the proposed new Fellowship Hall addition as well as the single-family house to be re-used as administrative offices. The adaptively reused house will be connected to the main church structure and the new Fellowship Hall. The Committee agreed that the architecture of the proposed Fellowship Hall is compatible with the residential character of the neighborhood. The adaptive re-use of the single family house provides the church with the space they need for administrative offices and does not change the residential character along Huntington Lane.

Therefore, it is the recommendation of the Development, Planning and Zoning Committee that the City Council approve this request for Amended Conditional Use and associated Variations. The City Attorney is hereby directed to prepare an Ordinance authorizing the Amended Conditional Use and associated Variations as presented.

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

/s/ Norman Leader

- o. O-10-2010 – AN ORDINANCE AUTHORIZING THE SALE BY AUCTION OF PERSONAL PROPERTY OWNED BY THE CITY OF ELMHURST

Ordinance O-10-2010 was presented for passage.

- p. O-11-2010 – AN ORDINANCE AUTHORIZING THE SALE BY AUCTION OF PERSONAL PROPERTY OWNED BY THE CITY OF ELMHURST

Ordinance O-11-2010 was presented for passage.

- q. MCO-15-2010 – AN ORDINANCE TO AMEND ARTICLE IV ENTITLED, “RATES AND CHARGES,” OF CHAPTER 7 ENTITLED, “WATER AND SEWERS,” OF THE MUNICIPAL CODE OF THE CITY OF ELMHURST, ILLINOIS

Ordinance MCO-15-2010 was presented for passage.

- r. R-19-2010 – A RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD FOR THE 2010 WATERMAIN IMPROVEMENTS PROJECT FOR THE CITY OF ELMHURST, ILLINOIS

Resolution R-19-2010 was presented for passage.

- s. R-21-2010 – A RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD FOR THE 2010 BIO-SOLIDS REMOVAL AND LAND APPLICATION PROJECT FOR THE CITY OF ELMHURST, ILLINOIS

Resolution R-21-2010 was presented for passage.

- t. R-23-2010 – A RESOLUTION APPROVING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF ELMHURST AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150

Resolution R-23-2010 was presented for passage.

Alderman Morley moved to approve the contents of the Consent Agenda. Alderman Rose seconded.

Alderman Bram, point of order, stated there is a committee report listed after the Consent Agenda for which the corresponding Resolution is on the Consent Agenda.

Mayor DiCianni stated Alderman Bram must not be looking at the correct agenda. The agenda was revised and redistributed to Council.

Roll call vote to approve the Consent Agenda:

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

Nays: None

Results: 11 ayes, 0 nays, 3 absent

Motion duly carried

#### **COMMITTEE REPORTS**

8. a. REPORT – SPRING ROAD SIDEWALK IMPROVEMENTS – SCOPE OF WORK ADJUSTMENT The following report of the Public Works and Buildings Committee was presented for passage.

April 26, 2010

TO: Mayor DiCianni and Members of the City Council

RE: Spring Road Sidewalk Improvements - Scope of Work Adjustment

The Public Works and Buildings Committee met on Monday, April 26, 2010 to discuss restructuring the Spring Road Sidewalk Improvement contract.

On September 21, 2009, the City Council approved a contract with Schroeder & Schroeder, Inc. in the amount of \$281,949.00 to construct new sidewalk in the area of the Spring Road Business District. The scope of work in that contract included the partial removal and 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.

Originally the scope of work of the entire Spring Road improvement was divided in a manner that would allow the City to apply for federal funding for the street portion of the work. Per the American Recovery and Reinvestment Act (ARRA) rules the roadway project only included the curb removal and replacement and the street resurfacing. The majority of the sidewalk replacement work, was not grant eligible and therefore was not included in that project. Dividing the construction sequencing in this manner requires that a 5 foot asphalt patch be installed behind most of the curb to allow for a temporary patch between the new sidewalk and the existing curb. This patch will be on both sides of the street.

The City did not receive federal funding for the Spring Road roadway improvements. That leaves an awkward balance of construction operations that would certainly not have been set up other than for the reasons outlined above. Combining the curb and gutter removal and replacement with the original Schroeder & Schroeder contract would improve ease of construction, result in the shortest construction time frame and least disruption. The City will separately include the grind and pave portion of the street work with this year's street resurfacing program.

City staff is recommending amending the existing Schroeder & Schroeder contract to include the removal and replacement of the curb and gutter and adding the additional sidewalk between the proposed curb and the new sidewalk to the Schroeder & Schroeder contract. The value of this work is \$94,330.00 for a total contract value of \$376,279.00, see attached proposal. Schroeder & Schroeder's price for curb and gutter is less expensive than all but one of the bidders for the 2009 contract paving project, see attached bid tabulation..

Restructuring the work on Spring Road in the manner outlined above will reduce construction costs, ensure a better quality end product, and significantly reduce the length of time of the construction and disruption to the business owners.

Monies for this work have been provided in the amount of \$400,000 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 additional work as outlined above be added to the current contract with Schroeder & Schroeder, Inc for a total value of \$376,279.00 be accepted and that the City Attorney be authorized to prepare the appropriate resolution.

Respectfully submitted,  
Public Works and Building Committee

/s/ Jim Kennedy

Chairman

/us/ Michael J. Bram

Vice-Chairman

/s/ Pat Shea

/s/ Chris Healy

Alderman Kennedy moved to approve item 8a. Alderman Shea seconded.

Alderman Kennedy stated, since the City didn't receive ARRA money, the two (2) Spring Road projects are being combined. This will reduce construction costs by \$25,00 to \$50,000 and ensure better quality and reduce the length of construction time.

Alderman Bram stated he did not sign the report because he feels that it is an inappropriate time to do the project.

Discussion ensued regarding the Special Service Area and what the City pays.

Alderman Bram stated the City was paying for costs of lighting, Tree grating and trees.

Alderman Nybo, point of order, stated Alderman Bram is leading the discussion and has not been recognized by the Chair.

The Chair recognized City Manager Borchert.

City Manager Borchert stated the City has always provided basic street-scaping for Special Service Areas.

Roll call vote on item **8a. Report – Spring Road Sidewalk Improvements – Scope of Work Adjustment:**

Ayes: Kennedy, Shea, Gutenkauf, Pezza, Leader, Rose, Bram, Hipkind, Nybo, Morley, Mulliner

Nays: None

Results: 11 ayes, 0 nays, 3 absent  
Motion duly carried

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

9. a. UPDATES (Mayor DiCianni)

Mayor DiCianni reported on the DuPage Water Commission issue stating Independent Facility Reforms will be in place. The much needed reform on sales tax will sunset in 2016. He stated overall it is a win win for all.

Mayor DiCianni stated last week he and his daughter Brianna were in Springfield for Autism Lobby Day. He reported there were approximately four hundred fifty (450) families represented.

Mayor DiCianni stated Art In the Park was held May 1-2, 2010 in Wilder Park. He stated it was very well attended and thanked Roz Long for a great job.

#### **ORDINANCES**

10. a. O-12-2010 – AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF THE SECOND AMENDMENT TO THE ANNEXATION AGREEMENT BETWEEN THE CITY OF ELMHURST, ELMHURST MEMORIAL HEALTHCARE, PERRONE AND POOLE, FOR THE PROPERTY LOCATED AT HARVARD STREET AND KIRK STREET IN ELMHURST, ILLINOIS (ELMHURST MEMORIAL HEALTHCARE)

Ordinance O-12-2010 was presented for passage.

Alderman Rose moved to approve item **10a. O-12-2010 – An Ordinance Approving and Authorizing the Execution of the Second Amendment to the Annexation Agreement Between the City of Elmhurst, Elmhurst Memorial Healthcare, Perrone and Poole, for the Property Located at Harvard Street and Kirk Street in Elmhurst, Illinois (Elmhurst Memorial Healthcare)**. Alderman Mulliner seconded. Roll call vote:

Ayes: Rose, Mulliner, Gutenkauf, Pezza, Shea, Leader, Bram, Hipkind, Nybo, Morley, Kennedy

Nays: None

Results: 11 ayes, 0 nays, 3 absent  
Motion duly carried

b. O-13-2010 – AN ORDINANCE ANNEXING CERTAIN PROPERTY TO THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS (ELMHURST MEMORIAL HEALTHCARE)

Ordinance O-13-2010 was presented for passage.

Alderman Morley moved to approve item **10b. O-13-2010 – An Ordinance Annexing Certain Property to the City of Elmhurst, DuPage and Cook Counties, Illinois (Elmhurst Memorial Healthcare)**. Alderman Mulliner seconded. Roll call vote:

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

Nays: None

Results: 11 ayes, 0 nays, 3 absent  
Motion duly carried

c. ZO-06-2010 – AN ORDINANCE REZONING CERTAIN ADDITIONAL PARCELS INTO THE RECONFIGURED LOTS 1 AND 3 OF THE ELMHURST MEMORIAL HEALTHCARE YORK STREET CAMPUS PLAN, BOUNDED GENERALLY BY BRUSH HILL ROAD, EUCLID AVENUE, LEXINGTON STREET AND YORK STREET, GRANTING A CONDITIONAL USE FOR A HOSPITAL AS A PLANNED DEVELOPMENT AND APPROVING A MODIFIED PRELIMINARY PLANNED DEVELOPMENT PLAN IN CONNECTION THEREWITH (ELMHURST MEMORIAL HEALTHCARE)

Ordinance ZO-06-2010 was presented for passage.

Alderman Morley moved to approve item **10c. ZO-06-2010 – An Ordinance Rezoning Certain Additional Parcels into the Reconfigured Lots 1 and 3 of the Elmhurst Memorial Healthcare York Street Campus Plan, Bounded Generally By Brush Hill Road, Euclid Avenue, Lexington Street and York Street, Granting a Conditional Use for a Hospital as a Planned Development and Approving a Modified Preliminary Planned Development Plan in Connection Therewith (Elmhurst Memorial Healthcare)**. Alderman Rose seconded. Roll call vote:

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

Nays: None

Results: 11 ayes, 0 nays, 3 absent  
Motion duly carried

d. ZO-07-2010 – AN ORDINANCE REZONING CERTAIN ADDITIONAL PARCELS AS PART OF THE RECONFIGURED LOT 2 OF THE ELMHURST MEMORIAL HEALTHCARE YORK STREET CAMPUS PLAN, BOUNDED BY A PORTION OF HARVARD STREET, YORK STREET, KENDALL AVENUE AND LEXINGTON STREET FROM R-1, SINGLE FAMILY RESIDENCE DISTRICT, TO C-2, COMMUNITY SHOPPING AND SERVICE DISTRICT (ELMHURST MEMORIAL HEALTHCARE)

Ordinance ZO-07-2010 was presented for passage.

Alderman Rose moved to approve item **10d. ZO-07-2010 – An Ordinance Rezoning Certain Additional Parcels as Part of the Reconfigured Lot 2 of the Elmhurst Memorial Healthcare York Street Campus Plan, Bounded By a Portion of Harvard Street, York Street, Kendall Avenue and Lexington Street From R-1, Single Family Residence District, to C-2, Community Shopping and Service District (Elmhurst Memorial Healthcare)**. Alderman Morley seconded. Roll call vote:

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

Nays: None

Results: 11 ayes, 0 nays, 3 absent  
Motion duly carried

- e. ZO-08-2010 – AN ORDINANCE GRANTING A CONDITIONAL USE FOR A PARKING LOT (ELMHURST MEMORIAL HEALTHCARE)

Ordinance ZO-08-2010 was presented for passage.

Alderman Morley moved to approve item **10e. ZO-08-2010 – An Ordinance Granting a Conditional Use for a Parking Lot (Elmhurst Memorial Healthcare)**. Alderman Mulliner seconded.

Roll call vote:

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

Nays: None

Results: 11 ayes, 0 nays, 3 absent  
Motion duly carried

### RESOLUTIONS

11. a. R-22-2010 – A RESOLUTION APPROVING THE PRELIMINARY MODIFIED PLAT OF SUBDIVISION FOR THE ELMHURST MEMORIAL HEALTHCARE YORK STREET CAMPUS (ELMHURST MEMORIAL HEALTHCARE)

Resolution R-22-2010 was presented for passage.

Alderman Morley moved to approve item **11a. R-22-2010 – A Resolution Approving the Preliminary Modified Plat of Subdivision for the Elmhurst Memorial Healthcare York Street Campus (Elmhurst Memorial Healthcare)**. Alderman Rose seconded. Roll call vote:

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

Nays: None

Results: 11 ayes, 0 nays, 3 absent  
Motion duly carried

- b. R-18-2010 – A RESOLUTION AUTHORIZING THE EXECUTION OF CHANGE ORDER NUMBER ONE TO THE CONTRACT BETWEEN THE CITY OF ELMHURST, ILLINOIS, AND SCHROEDER & SCHROEDER, INC. FOR THE SPRING ROAD BUSINESS DISTRICT SIDEWALK IMPROVEMENTS

Resolution R-18-2010 was presented for passage.

Alderman Mulliner moved to approve item **11b. R-18-2010 – A Resolution Authorizing the Execution of Change Order Number One to the Contract Between the City of Elmhurst, Illinois, and Schroeder & Schroeder, Inc. for the Spring Road Business District Sidewalk Improvements**.

Alderman Kennedy seconded. Roll call vote:

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

Nays: None

Results: 11 ayes, 0 nays, 3 absent  
Motion duly carried

### OTHER BUSINESS

12. a. CUVEE CELLARS REQUEST FOR CHANGE IN LIQUOR LICENSE CLASSIFICATION  
(City Manager Borchert): Refer to the Public Affairs and Safety Committee

May 3, 2010

To: Mayor DiCianni and Members of the City Council  
Re: Cuvee Cellars Request for Change in Liquor License Classification

Attached please find a request from Cuvee Cellars wherein they request a change in liquor classification.

Therefore, it is respectfully requested that the City Council authorize the Public Affairs and Safety Committee to consider changing the liquor license classification for Cuvee Cellars, 545 S. Spring Road, if approved, increasing the number of Class WBBS liquor licenses and decreasing the number of Class RL and Class WBB liquor licenses.

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

Item **12a. Cuvee Cellars Request for Change in Liquor License Classification** was referred to the Public Affairs and Safety Committee without objection.

#### **ANNOUNCEMENTS**

13. Alderman Hipskind announced that the Kiwanis Club of Elmhurst will host its 58<sup>th</sup> Annual Pancake Day from 6:00 a.m. until noon on Saturday, May 8, 2010 in the Sandburg Middle School cafeteria, 345 E. St. Charles Rd. The event is free for all you can eat pancakes.

Alderman Mulliner stated on tonight's Consent Agenda the Council approved a resolution approving an agreement between the City of Elmhurst and IUOE, Local 150. He thanked the union, City staff and the Mayor for agreeing to a 0% increase for this year.

Aldermen Gutenkauf and Pezza announced 1<sup>st</sup> Ward residents can receive a newsletter by emailing them to join the mailing list.

Alderman Gutenkauf announced that she and Alderman Pezza will host Coffee & Conversation at the Elmhurst Art Museum on Tuesday, May 18, 2010 between the hours of 5:30 – 7:00 p.m.

City Manager Borchert stated Elmhurst has the second highest mail-in response rate for the 2010 US Census for DuPage County. He thanked the community for their participation.

City Manager Borchert announced Elmhurst was listed as the *2010 Best Neighborhood for Your Money* for the Chicago Metro Area by neighborhoodscout.com He congratulated Elmhurst for this accomplishment.

#### **ADJOURNMENT**

14. Alderman Gutenkauf moved to adjourn the meeting. Alderman Mulliner seconded. Voice vote. Motion carried. Meeting adjourned 8:44 p.m.

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Peter P. DiCianni III, Mayor

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Patty Spencer, City Clerk

CITY OF ELMHURST

ACCOUNTS PAYABLE SUMMARY SHEET

MAY 17, 2010

	<u>REGULAR</u>	<u>INTERIM</u>	<u>TOTAL</u>
<b><u>CHECKS</u></b>			
GENERAL FUND	\$1,044,637.21	-	\$1,044,637.21
LIBRARY FUND	0.25	-	0.25
STORMWATER	29,843.08	-	29,843.08
REDEVELOPMENT	3,991.67	-	3,991.67
INDUSTRIAL DEVELOPMENT	583,402.84	-	583,402.84
MUNICIPAL UTILITY FUND	535,415.07	-	535,415.07
PARKING REVENUE SYSTEM FUND	33,774.21	-	33,774.21
POLICE PENSION FUND	1,413.89	-	1,413.89
	<u>2,232,478.22</u>	<u>-</u>	<u>2,232,478.22</u>

FINANCE REVIEW

*Marilyn E. Gaston*

CITY MANAGER REVIEW

*James A. [Signature]*

TO THE CITY TREASURER,

THE PAYMENT OF THE ABOVE LISTED AMOUNTS HAS BEEN APPROVED BY THE CITY COUNCIL AT A MEETING HELD ON MAY 17, 2010 AND YOU ARE HEREBY AUTHORIZED TO PAY THEM FROM THE APPROPRIATE BUDGET ACCOUNT.

\_\_\_\_\_  
MAYOR

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

**ACCOUNTS PAYABLE INQUIRY**

Please submit questions to Marilyn Gaston, Director of Finance and Administration, at [marilyn.gaston@elmhurst.org](mailto:marilyn.gaston@elmhurst.org). In addition to your question, include page number, vendor name, and dollar amount. Please submit questions as soon as possible, prior to 8:00 a.m. on the Monday of the City Council meeting, to allow for timely response.

BANK: 01

VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0005606 19623	A C PAVEMENT STRIPING CO 000792		01 05/17/2010	110-6041-432.30-46	PAVEMENT STRIPING	7,638.88	
						VENDOR TOTAL *	7,638.88
0008401 16830	ACCURATE TANK TECHNOLOGIES 000130		01 05/17/2010	110-6047-512.40-19	CABLE ASSEMBLY	149.55	
						VENDOR TOTAL *	149.55
0000009 268718	ACE HARDWARE 000321		01 05/17/2010	110-5030-421.50-01	COVER PLATES	11.84	
268843	000242		01 05/17/2010	110-6041-432.40-53	SAW BLADES	16.19	
268880	000145		01 05/17/2010	110-6044-435.40-98	OUTLETS REPAIR	27.87	
268918	000146		01 05/17/2010	110-6044-435.40-98	OUTLETS REPAIR	5.29	
268765	000320		01 05/17/2010	110-6046-418.50-01	AED BATTERY	8.09	
269020	000322		01 05/17/2010	110-6046-418.40-98	TRASH CANS	27.98	
269135	000188		01 05/17/2010	510-6052-501.40-98	TAPE/PASTE	13.00	
269130	000189		01 05/17/2010	510-6052-501.40-98	BATTERY	7.99	
						VENDOR TOTAL *	118.25
0014279 062845	ADDISON ELECTRIC 000720		01 05/17/2010	110-6041-432.50-11	VENTILATION REPAIR	45.00	
						VENDOR TOTAL *	45.00
0014089 05/06/2010	ADDISON TOWNSHIP 000537		01 05/17/2010	320-0090-462.60-98	TIF II SURPLUS DISTRIBUT	5,882.31	
						VENDOR TOTAL *	5,882.31
0014090 05/06/2010	ADDISON TOWNSHIP ROAD 000538		01 05/17/2010	320-0090-462.60-98	TIF II SURPLUS DISTRIBUT	8,816.82	
						VENDOR TOTAL *	8,816.82
0007385 H16U8401	ADI 000147		01 05/17/2010	110-6047-512.50-01	TRANSFORMER	5.50	
						VENDOR TOTAL *	5.50
0008328 23465663	ADT SECURITY SERVICES, INC 000024		01 05/17/2010	110-4021-425.50-98	PRORATED MAINT	422.92	
21620433	000413		01 05/17/2010	110-4021-425.40-98	EQUIP MAINT	9,065.00	
08195027	000414		01 05/17/2010	110-4021-425.80-05	RADIOS INSTALLATION	14,612.43	
23465664	000415		01 05/17/2010	110-4021-425.80-05	RADIOS INSTALLATION	5,783.79	
23067012	000416		01 05/17/2010	110-4021-425.80-05	RADIOS INSTALLATION	2,723.78	
						VENDOR TOTAL *	32,607.92
0014376 812559	AEREX PEST CONTROL 000334		01 05/17/2010	110-4020-422.50-01	PEST CONTROL	45.00	
812558	000337		01 05/17/2010	110-4020-422.50-01	PEST CONTROL	33.00	
812557	000339		01 05/17/2010	110-5030-421.30-98	PEST CONTROL	43.00	
812661	000336		01 05/17/2010	110-6046-418.50-01	PEST CONTROL	86.00	
812555	000338		01 05/17/2010	110-6046-418.50-01	PEST CONTROL	43.00	

VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND- ISSUED AMOUNT
0014376	AEREX PEST CONTROL						
812556	000340		01 05/17/2010	110-6046-418.50-01	PEST CONTROL	54.00	
812660	000335		01 05/17/2010	110-7060-451.50-01	PEST CONTROL	23.00	
812221	000341		01 05/17/2010	110-7060-451.50-01	PEST CONTROL	28.00	
					VENDOR TOTAL *	355.00	
0000016	ALEXANDER EQPT CO INC						
68913	000129		01 05/17/2010	110-6047-512.50-16	SAW	100.00	
					VENDOR TOTAL *	100.00	
0016508	ALL AMERICAN LANDSCAPING LTD						
1433	000578		01 05/17/2010	110-6043-434.30-34	GRASS CUTTING	190.00	
1434	000579		01 05/17/2010	110-6043-434.30-34	GRASS CUTTING	260.00	
1437	000580		01 05/17/2010	110-6043-434.30-34	GRASS CUTTING	150.00	
					VENDOR TOTAL *	600.00	
0018823	ALL CHICAGO LANDMOVING						
25307,1002	000758		01 05/17/2010	110-0000-260.02-00	VEHICLE STICKER REFUND	126.00	
					VENDOR TOTAL *	126.00	
0018812	ALLAN HEATING						
510 SPRING	000424		01 05/17/2010	110-4021-425.80-05	WIRELESS RADIO ALARM	1,500.00	
					VENDOR TOTAL *	1,500.00	
0004999	ALLIANCE PLBG & SEWER						
04/28/2010	000431		01 05/17/2010	110-4025-424.30-12	RATE ADJUSTMENT PAYMENT	2,140.74	
APRIL 2010	000432		01 05/17/2010	110-4025-424.30-12	PLUMBING INSPECTIONS	2,533.30	
					VENDOR TOTAL *	4,674.04	
0016250	ALLIED GARAGE DOOR INC						
0000014239	000347		01 05/17/2010	110-6046-418.50-01	DOOR REPAIR	371.25	
0000014258	000348		01 05/17/2010	110-6046-418.50-01	DOOR REPAIR	529.00	
0000014220	000371		01 05/17/2010	110-6046-418.50-01	DOOR REPAIR	1,350.50	
					VENDOR TOTAL *	2,250.75	
0000078	ALLIED WASTE/REPUBLIC #551						
551-007864282	000777		01 05/17/2010	110-6045-441.30-65	REFUSE COLLECTION	201,556.92	
551-007864282	000778		01 05/17/2010	110-6045-441.30-83	REFUSE COLLECTION	33,600.00	
					VENDOR TOTAL *	235,156.92	
0013770	ALPINE SAP, INC - CAROL STREAM						
5120	000406		01 05/17/2010	510-6050-501.30-52	RPZ TESTING	1,630.00	
5121	000737		01 05/17/2010	510-6050-501.30-52	RPZ TESTING	892.50	
5122	000738		01 05/17/2010	510-6050-501.30-52	RPZ TESTING	701.25	
					VENDOR TOTAL *	3,223.75	
0005297	AMERICAN CHARGE SERVICE						
04/19/2010	000177		01 05/17/2010	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	46.60	
					VENDOR TOTAL *	46.60	
0008989	ANTIOCH BRASS QUINTET						

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0008989 05/31/2010	ANTIOCH BRASS QUINTET 000461		01 05/17/2010	110-0094-454.60-32	MEMORIAL DAY PARADE	1,150.00	
					VENDOR TOTAL *	1,150.00	
0010625 MAY 2010	ARCADE BUILDING 000019		01 05/17/2010	530-0088-503.30-59	SCHILLER CT PARKING LEASE	750.00	
					VENDOR TOTAL *	750.00	
0012722 1601 1601 1601	ARMOR SYSTEMS CORP 000794 000798 000799		01 05/17/2010 01 05/17/2010 01 05/17/2010	530-0088-503.30-09 530-0088-503.30-09 530-0088-503.30-09	PARKING COLLECTIONS NSF CHECK RETURNED PARKING COLLECTIONS	1,965.01 35.00 762.50	
					VENDOR TOTAL *	2,762.51	
0000039 07-281602 07-284239 07-281602 07-284239	ARROW UNIFORM 000192 000573 000193 000574		01 05/17/2010 01 05/17/2010 01 05/17/2010 01 05/17/2010	110-6041-432.40-62 110-6041-432.40-62 510-6052-501.40-62 510-6052-501.40-62	UNIFORM SUPPLIES UNIFORM SUPPLIES UNIFORM SUPPLIES UNIFORM SUPPLIES	102.83 102.84 102.84 102.83	
					VENDOR TOTAL *	411.34	
0007161 459793	ASSOCIATED TIRE & BATTERY CO, INC 000273		01 05/17/2010	110-6047-512.50-16	PARTS/SUPPLIES	168.48	
					VENDOR TOTAL *	168.48	
0000095 827125944X04252000332 827125944X04252000331	AT & T MOBILITY		01 05/17/2010 01 05/17/2010	110-4020-422.30-75 110-5030-421.30-75	MONTHLY PHONE MONTHLY PHONE	191.52 146.53	
					VENDOR TOTAL *	338.05	
0012277 63094131383002 63094177985546 63094112299292 63083402982045 63083313263643 70822611762223 63094131383002	AT&T 000198 000433 000199 000200 000201 000202 000197		01 05/17/2010 01 05/17/2010 01 05/17/2010 01 05/17/2010 01 05/17/2010 01 05/17/2010 01 05/17/2010	110-1001-411.30-75 110-4020-422.30-75 110-5030-421.30-75 110-6040-431.30-75 110-7060-451.30-75 110-7060-451.30-98 510-6055-502.30-75	MONTHLY PHONE MONTHLY PHONE MONTHLY PHONE MONTHLY PHONE MONTHLY PHONE MONTHLY PHONE MONTHLY PHONE	10.56 72.43 24.94 65.97 137.46 105.06 10.56	
					VENDOR TOTAL *	426.98	
0015518 41460	BADGER GRAPHIC SALES, INC 000742		01 05/17/2010	110-5030-421.40-98	SUPPLIES	197.09	
					VENDOR TOTAL *	197.09	
0017711 0009547500 0009547500 0009547500 0009547500	BANK OF AMERICA 000020 000021 000022 000023		01 05/17/2010 01 05/17/2010 01 05/17/2010 01 05/17/2010	110-2006-413.30-05 210-8070-452.30-05 510-6050-501.30-05 510-6055-502.30-05	QUARTERLY FEES QUARTERLY FEES QUARTERLY FEES QUARTERLY FEES	1.08 .25 .15 .15	

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0017711	BANK OF AMERICA						
					VENDOR TOTAL *	1.63	
0018177	BARTELS CONSULTING, KEN						
05/06/2010	000782		01 05/17/2010	110-1001-411.30-52	PROFESSIONAL SVCS	585.00	
05/06/2010	000783		01 05/17/2010	110-3015-414.30-12	PROFESSIONAL SVCS	1,822.50	
05/06/2010	000781		01 05/17/2010	110-7060-451.30-52	PROFESSIONAL SVCS	1,507.50	
					VENDOR TOTAL *	3,915.00	
0008569	BATTERIES PLUS						
13559	000482		01 05/17/2010	110-4020-422.50-01	BATTERY	22.00	
132177	000614		01 04/30/2010	110-7060-451.50-01	RETURNED MERCHANDISE	22.00-	
					VENDOR TOTAL *	.00	
0014328	BATTERIES UNLIMITED INC						
13823	000148		01 05/17/2010	110-6047-512.50-01	BATTERY	18.00	
					VENDOR TOTAL *	18.00	
0013027	BATTERY SERVICE CORP						
197450	000724		01 05/17/2010	510-6057-502.40-98	BATTERIES	599.94	
					VENDOR TOTAL *	599.94	
0012081	BAXTER & WOODMAN						
0150167	000403		01 05/17/2010	510-6057-502.80-20	ENGINEERING SVCS	44,000.00	
0150168	000404		01 05/17/2010	510-6057-502.80-20	ENGINEERING SVCS	2,638.00	
					VENDOR TOTAL *	46,638.00	
0013743	BEDNARIK, KAMIL/MIRIAM						
381 RIDGELAND	000381		01 05/17/2010	510-6056-502.30-90	SEWER LINE REIMBURSEMENT	2,000.00	
					VENDOR TOTAL *	2,000.00	
0000060	BERGHEGER, BRIAN						
JAN-APR 2010	000207		01 05/17/2010	110-7060-451.60-54	EXPENSE REIMBURSEMENT	102.50	
					VENDOR TOTAL *	102.50	
0000059	BERGHEGER, BRIAN-PETTY CASH						
04/05-04/12/10	000770		01 05/17/2010	110-7060-451.60-44	PETTY CASH REIMBURSEMENT	12.90	
04/05-04/12/10	000771		01 05/17/2010	110-7060-451.60-65	PETTY CASH REIMBURSEMENT	12.86	
04/05-04/12/10	000772		01 05/17/2010	110-7060-451.60-54	PETTY CASH REIMBURSEMENT	24.00	
04/05-04/12/10	000773		01 05/17/2010	110-7060-451.30-49	PETTY CASH REIMBURSEMENT	7.50	
					VENDOR TOTAL *	57.26	
0013075	BERKELEY TRUCKING INC						
35167	000391		01 05/17/2010	510-6052-501.30-81	HAULING SVCS	4,025.00	
35168	000392		01 05/17/2010	510-6052-501.40-57	STONE	4,237.62	
					VENDOR TOTAL *	8,262.62	
0000063	BERLAND'S HOUSE OF TOOLS						
791706	000351		01 05/17/2010	110-6046-418.40-98	GROMMET	11.38	

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EXPENDITURE APPROVAL LIST  
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0000063	BERLAND'S HOUSE OF TOOLS							
					VENDOR TOTAL *	11.38		
0010307	BEST QUALITY CLEANING INC							
37447	000397		01 05/17/2010	110-6046-418.30-14	CLEANING SVCS	6,509.00		
37448	000399		01 05/17/2010	110-6046-418.30-14	CLEANING SVCS	150.00		
37450	000401		01 05/17/2010	110-6046-418.30-14	CLEANING SVCS	95.00		
37447	000398		01 05/17/2010	510-6057-502.30-14	CLEANING SVCS	339.00		
37449	000400		01 05/17/2010	510-6057-502.30-14	CLEANING SVCS	625.00		
					VENDOR TOTAL *	7,718.00		
0015331	BLISS, MARY							
04/26/2010	000566		01 05/17/2010	110-2007-413.40-98	EXPENSE REIMBURSEMENT	151.70		
					VENDOR TOTAL *	151.70		
0018828	BOLDEBUCK, DARLENE							
224 W FREMONT	000787		01 05/17/2010	510-6056-502.30-90	SEWER LINE REIMBURSEMENT	2,000.00		
					VENDOR TOTAL *	2,000.00		
0016697	BORDIGNON, ANTHONY							
04/16-04/30/10	000479		01 05/17/2010	110-0086-453.30-52	CATV PROF SVCS	162.50		
					VENDOR TOTAL *	162.50		
0007633	BOTTOM LINE PERSONAL							
04/24/2010	000551		01 05/17/2010	110-5030-421.60-51	SUBSCRIPTION	39.00		
					VENDOR TOTAL *	39.00		
0007057	BROADCAST PRODUCTION SERVICES INC							
04/16-04/30/10	000247		01 05/17/2010	110-0086-453.30-52	CATV PROF SVCS	835.75		
					VENDOR TOTAL *	835.75		
0018824	BRONGE RBR LLC, RANDALL							
1906	000759		01 05/17/2010	110-0000-260.02-00	VEHICLE STICKER REFUND	36.00		
					VENDOR TOTAL *	36.00		
0009305	BULLSEYE IMPRINTING & EMBROIDERY							
3887	000762		01 05/17/2010	110-4020-422.60-11	UNIFORM SUPPLIES	582.00		
					VENDOR TOTAL *	582.00		
0000084	BURGIN, DENNIS							
04/28/2010	000253		01 05/17/2010	110-0086-453.30-52	PROFESSIONAL SVCS	38.00		
04/29/2010	000254		01 05/17/2010	110-0086-453.30-52	PROFESSIONAL SVCS	21.00		
04/30/2010	000255		01 05/17/2010	110-0086-453.30-52	PROFESSIONAL SVCS	28.00		
04/16-04/30/10	000360		01 05/17/2010	110-0086-453.30-52	CATV PROF SVCS	1,244.50		
					VENDOR TOTAL *	1,331.50		
0009267	C J C AUTO PARTS & TIRES							
629740	000135		01 05/17/2010	110-6047-512.50-16	STOCK	12.20		
630154	000136		01 05/17/2010	110-6047-512.50-16	TRK/PARTS PW198	17.04		

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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
0009267	C J C AUTO PARTS & TIRES						
630289	000137		01 05/17/2010	110-6047-512.50-16	TRK/PARTS PW199	1.45	
629903	000138		01 05/17/2010	110-6047-512.50-16	AUTO/PARTS E-15	148.72	
629904	000139		01 05/17/2010	110-6047-512.50-16	AUTO/PARTS E-15	50.08	
VENDOR TOTAL *						229.49	
0018811	C M I						
767	INDUSTRIAL 000423		01 05/17/2010	110-4021-425.80-05	WIRELESS RADIO ALARM	1,500.00	
VENDOR TOTAL *						1,500.00	
0013334	CARROLL, LAWRENCE B						
04/17/2010	000171		01 05/17/2010	110-1001-411.30-12	CONSULTANT FEES	750.00	
VENDOR TOTAL *						750.00	
0018799	CARTWELLS DINING SVC						
04/17/2010	000106		01 05/17/2010	110-1001-411.60-11	MEETING EXPENSE	130.50	
VENDOR TOTAL *						130.50	
0008716	CASE LOTS INC						
022974	000181		01 05/17/2010	110-4020-422.40-24	SUPPLIES	27.38	
022974	000182		01 05/17/2010	110-6041-432.40-98	SUPPLIES	27.37	
022974	000183		01 05/17/2010	110-6043-434.40-98	SUPPLIES	27.37	
022974	000184		01 05/17/2010	110-6046-418.40-24	SUPPLIES	27.37	
022973	000223		01 05/17/2010	110-6046-418.40-24	SUPPLIES	350.00	
022974	000185		01 05/17/2010	110-6047-512.40-24	SUPPLIES	27.37	
022974	000186		01 05/17/2010	510-6052-501.40-98	SUPPLIES	27.37	
022974	000187		01 05/17/2010	510-6057-502.40-24	SUPPLIES	27.37	
VENDOR TOTAL *						541.60	
0008467	CERTIFIED LABORATORIES						
606174	000277		01 05/17/2010	510-6052-501.40-23	LOK-CEASE AEROSOL	362.93	
VENDOR TOTAL *						362.93	
0018825	CHAMBERS, GARY						
334633	000760		01 05/17/2010	110-0000-115.07-01	TICKET OVERPAYMENT	12.50	
VENDOR TOTAL *						12.50	
0003217	CHICAGO HIGHLANDERS PIPE BAND						
05/31/2010	000462		01 05/17/2010	110-0094-454.60-32	MEMORIAL DAY PARADE	1,300.00	
VENDOR TOTAL *						1,300.00	
0014402	CHICAGO PARTS & SOUND LLC						
347284	000126		01 05/17/2010	110-5030-421.60-27	TRK/PARTS PD-36	301.76	
348101	000180		01 05/17/2010	110-6047-512.50-16	ROTOR/BRAKE PADS	338.27	
348896	000741		01 05/17/2010	110-6047-512.50-16	FILTERS	54.60	
VENDOR TOTAL *						694.63	
0016414	CHICAGO SYMPHONIC WIND ENSEMBLE INC						
05/31/2010	000468		01 05/17/2010	110-0094-454.60-32	MEMORIAL DAY PARADE	1,700.00	

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0016414	CHICAGO SYMPHONIC WIND ENSEMBLE INC						
						VENDOR TOTAL *	1,700.00
0000104	CHICAGO TRIBUNE -	COLLECTIONS CTR					
923125001	000564	01	05/17/2010	110-1003-412.60-42	AD	385.00	
923125002	000565	01	05/17/2010	110-1003-412.60-42	AD	150.00	
						VENDOR TOTAL *	535.00
0017856	CIRINCIONE, JOE						
04/29-05/05/10	000776	01	05/17/2010	110-4025-424.30-12	PLUMBING INSPECTIONS	361.90	
						VENDOR TOTAL *	361.90
0018608	CITY OF NORTHLAKE						
4	000402	01	05/17/2010	110-6040-431.30-26	ENGINEERING	1,554.31	
						VENDOR TOTAL *	1,554.31
0017346	CIVIC PLUS						
79765	000318	01	05/17/2010	110-2008-413.50-23	WEBSITE MAINT	7,800.00	
						VENDOR TOTAL *	7,800.00
0000630	CLASSIC GRAPHIC INDUSTRIES INC						
64622	000572	01	05/17/2010	110-2006-413.40-33	ENVELOPES	477.75	
						VENDOR TOTAL *	477.75
0000112	COCA-COLA BOTTLING CO						
0308169406	000437	01	05/17/2010	110-1001-411.60-98	VENDING MACHINE REFILL	113.52	
						VENDOR TOTAL *	113.52
0018829	COHEN BELDEN, ALICE						
19971	000801	01	05/17/2010	110-0000-260.02-00	VEHICLE STICKER REFUND	36.00	
						VENDOR TOTAL *	36.00
0005192	COLLEGE OF DUPAGE -	ACCTS REC					
05/06/2010	000541	01	05/17/2010	320-0090-462.60-98	TIF II SURPLUS DISTRIBUT	24,671.17	
						VENDOR TOTAL *	24,671.17
0000114	COM ED						
6729081007	000683	01	05/17/2010	110-4022-423.30-24	MONTHLY ELECTRIC	20.80	
4163053034	000203	01	05/17/2010	110-6044-435.30-24	MONTHLY ELECTRIC	48.57	
0809054019	000434	01	05/17/2010	110-6044-435.30-24	MONTHLY ELECTRIC	862.79	
0477145001	000435	01	05/17/2010	110-6044-435.30-24	MONTHLY ELECTRIC	107.62	
0174056074	000436	01	05/17/2010	110-6044-435.30-24	MONTHLY ELECTRIC	146.37	
8577587009	000684	01	05/17/2010	110-6044-435.30-24	MONTHLY ELECTRIC	15.05	
8577601004	000685	01	05/17/2010	110-6044-435.30-24	MONTHLY ELECTRIC	.04	
8157271002	000686	01	05/17/2010	110-6044-435.30-24	MONTHLY ELECTRIC	243.88	
8661049027	000688	01	05/17/2010	110-6044-435.30-24	MONTHLY ELECTRIC	21.46	
8745265005	000689	01	05/17/2010	110-6044-435.30-24	MONTHLY ELECTRIC	31.23	
8634040009	000690	01	05/17/2010	110-6044-435.30-24	MONTHLY ELECTRIC	15.46	
3000022009	000692	01	05/17/2010	110-6044-435.30-24	MONTHLY ELECTRIC	109.78	

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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
0000114	COM ED						
6897727003	000693		01 05/17/2010	110-6044-435.30-24	MONTHLY ELECTRIC	120.42	
6981441003	000694		01 05/17/2010	110-6044-435.30-24	MONTHLY ELECTRIC	233.38	
7065190004	000695		01 05/17/2010	110-6044-435.30-24	MONTHLY ELECTRIC	183.56	
1843000001	000696		01 05/17/2010	110-6044-435.30-24	MONTHLY ELECTRIC	112.43	
8661158012	000691		01 05/17/2010	110-6046-418.30-24	MONTHLY ELECTRIC	129.38	
8745412004	000687		01 05/17/2010	530-0088-503.30-24	MONTHLY ELECTRIC	64.55	
					VENDOR TOTAL *	2,466.77	
0014623	COMCAST CABLE						
879820089016863000224			01 05/17/2010	110-4020-422.60-98	CABLE SVC	95.03	
879820089048809000225			01 05/17/2010	110-4020-422.60-98	INTERNET SVC	59.95	
879820089007556000554			01 05/17/2010	110-5030-421.50-01	REWIRING	28.99	
					VENDOR TOTAL *	183.97	
0006475	COMMUNICATIONS DIRECT INC						
SR91841	000712		01 05/17/2010	110-5030-421.30-98	MONTHLY MAINT FEE	812.00	
					VENDOR TOTAL *	812.00	
0009478	COMMUNICATIONS REVOLVING FUND						
T1033806	000211		01 05/17/2010	110-2008-413.30-52	INTERNET T1	310.00	
T1036693	000710		01 05/17/2010	110-5030-421.30-27	LEASED CIRCUIT	877.39	
					VENDOR TOTAL *	1,187.39	
0012492	CONNEY SAFETY PRODUCTS						
03656006	000576		01 05/17/2010	110-6041-432.40-98	SUPPLIES	82.21	
					VENDOR TOTAL *	82.21	
0013685	CONSERVATION DESIGN FORUM						
6522	000732		01 05/17/2010	305-6041-432.80-22	PROFESSIONAL SVCS	507.00	
					VENDOR TOTAL *	507.00	
0007535	CONTRACTORS EQUIPMENT RENTAL						
62910	000125		01 05/17/2010	110-6047-512.50-16	TRK/PARTS PW61	12.36	
					VENDOR TOTAL *	12.36	
0015410	COSTELLO, BRIAN						
05/31/2010	000471		01 05/17/2010	110-0094-454.60-32	MEMORIAL DAY PARADE	120.00	
					VENDOR TOTAL *	120.00	
0018704	CRITTER DETECTIVES, INC						
0292A	000484		01 05/17/2010	305-6041-432.80-22	ANIMAL CONTROL	650.00	
0292B	000702		01 05/17/2010	305-6041-432.80-22	ANIMAL CONTROL/BERM PROJ	250.00	
0292C	000703		01 05/17/2010	305-6041-432.80-22	ANIMAL CONTROL/BERM PROJ	400.00	
					VENDOR TOTAL *	1,300.00	
0018820	CULLEN, MICHAEL						
15784	000755		01 05/17/2010	110-0000-260.02-00	VEHICLE STICKER REFUND	36.00	
					VENDOR TOTAL *	36.00	
0011783	DABHADE, NARENDRA						

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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
0011783 16560	DABHADE, NARENDRA 000226		01	05/17/2010	110-0000-260.02-00	VEHICLE STICKER REFUND	9.00	
VENDOR TOTAL *							9.00	
0000135 0000860572 0000862633	DARLEY & CO, W S 000217 000218		01	05/17/2010	110-4020-422.40-21	FOOTWEAR	230.65	
			01	05/17/2010	110-4020-422.40-62	GEAR REPAIR	453.25	
VENDOR TOTAL *							683.90	
0018818 13063,13064	DEARDURFF, ROSANNE 000744		01	05/17/2010	110-0000-260.02-00	VEHICLE STICKER REFUND	72.00	
VENDOR TOTAL *							72.00	
0018790 JAN-DEC 2009 JAN-DEC 2009 JAN-DEC 2009	DELGADO, ELIDA 000588 000589 000590		01	05/17/2010	110-0000-313.03-03	UTILITY TAX REBATE	8.32	
			01	05/17/2010	110-0000-313.01-01	UTILITY TAX REBATE	11.85	
			01	05/17/2010	110-0000-260.02-00	UTILITY TAX REBATE	4.50	
VENDOR TOTAL *							24.67	
0018793 110 PINE 110 PINE	DIETZ, THOMAS 000427 000428		01	05/17/2010	510-6056-502.30-90	SEWER LINE REIMBURSEMENT	1,546.50	
			01	05/17/2010	510-6056-502.30-89	OVERHEAD SEWER REIMBURSE	3,750.00	
VENDOR TOTAL *							5,296.50	
0010805 196693	DISPATCH AUTOMOTIVE INC 000319		01	05/17/2010	110-6047-512.50-02	TRK/PARTS PW17	145.00	
VENDOR TOTAL *							145.00	
0017351 2000 2001 2002 2003 2004	DON-EZ SERVICES, INC 000581 000582 000583 000584 000585		01	05/17/2010	110-6043-434.30-34	GRASS CUTTING	225.00	
			01	05/17/2010	110-6043-434.30-34	GRASS CUTTING	180.00	
			01	05/17/2010	110-6043-434.30-34	GRASS CUTTING	160.00	
			01	05/17/2010	110-6043-434.30-34	GRASS CUTTING	160.00	
			01	05/17/2010	110-6043-434.30-34	GRASS CUTTING	160.00	
VENDOR TOTAL *							885.00	
0005777 9	DOWN UNDER CONSTRUCTION 000788		01	05/17/2010	110-6041-432.30-55	REAR YARD DRAIN PROGRAM	17,535.02	
VENDOR TOTAL *							17,535.02	
0000153 14068 14069	DU-COMM 000027 000212		01	05/17/2010	110-4020-422.30-18	QUARTERLY SHARES	54,962.00	
			01	05/17/2010	110-5030-421.30-18	QUARTERLY SHARES	155,488.00	
VENDOR TOTAL *							210,450.00	
0006126 05/06/2010	DUPAGE AIRPORT AUTHORITY 000536		01	05/17/2010	320-0090-462.60-98	TIF II SURPLUS DISTRIBUT	2,124.54	
VENDOR TOTAL *							2,124.54	
0000157	DUPAGE ANIMAL HOSPITAL							

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0000157 186612	DUPAGE ANIMAL HOSPITAL 000550		01	05/17/2010	110-5030-421.60-01	ANIMAL CONTROL	120.00	
						VENDOR TOTAL *	120.00	
0001865 05/06/2010	DUPAGE COUNTY 000533		01	05/17/2010	320-0090-462.60-98	TIF II SURPLUS DISTRIBUT	20,674.39	
						VENDOR TOTAL *	20,674.39	
0000160 06-02-221-003 06-02-219-021 06-02-219-022 06-02-219-023	DUPAGE COUNTY COLLECTOR 000256 000257 000258 000259		01	05/17/2010	530-0000-202.02-00 530-0000-202.02-00 530-0000-202.02-00 530-0000-202.02-00	RE TAX 2009/149 ADDISON RE TAX 2009/175 W FIRST RE TAX 2009/175 W FIRST RE TAX 2009/175 W FIRST	8,490.20 1,538.26 390.54 175.39	
						VENDOR TOTAL *	10,594.39	
0000161 201004270231 201004150431 201004150459 201005040090	DUPAGE COUNTY RECORDER 000209 000210 000485 000797		01	05/17/2010	110-1001-411.30-54 110-1001-411.30-54 110-1001-411.30-54 110-1001-411.30-54	RECORDING SVCS RECORDING SVCS RECORDING SVCS RECORDING SVCS	96.50 30.00 31.00 38.50	
						VENDOR TOTAL *	196.00	
0000165 05/03/2010 6197	DUPAGE MAYORS & MANAGERS CONFERENCE 000487 000650		01	05/17/2010	110-0081-415.30-36 110-1001-411.60-11	LEGAL FEES SPRINGFIELD DRIVE DOWN	2,315.75 1,808.63	
						VENDOR TOTAL *	4,124.38	
0000167 030923	DUPAGE TOPSOIL INC 000169		01	05/17/2010	110-6043-434.40-59	TOPSOIL	530.00	
						VENDOR TOTAL *	530.00	
0000169 8662 8662	DUPAGE WATER COMMISSION 000796 000795		01	05/17/2010	510-6050-501.90-90 510-6051-501.30-20	FIXED COST ASSESSMENT WATER CONSUMPTION	29,735.55 166,648.00	
						VENDOR TOTAL *	196,383.55	
0001435 7415	E I T INC 000213		01	05/17/2010	110-4020-422.60-25	FIRE PREVENTION	655.00	
						VENDOR TOTAL *	655.00	
0009707 0038008	E J EQUIPMENT INC 000302		01	05/17/2010	510-6056-502.40-98	CAMERA PARTS	604.92	
						VENDOR TOTAL *	604.92	
0000644 865804	E K INDUSTRIES INC 000267		01	05/17/2010	510-6052-501.50-18	ACETATE BUFFER	780.00	
						VENDOR TOTAL *	780.00	
0014731	ECS							

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0014731	ECS							
08-3415	000654		01	05/17/2010	110-1001-411.20-07	CHECKS/BANKING FEE	.45	
08-3415	000653		01	05/17/2010	110-4020-422.20-07	W/C CLAIMS	1,580.00	
08-3415	000655		01	05/17/2010	110-4020-422.20-07	CHECKS/BANKING FEE	51.08	
08-3415	000652		01	05/17/2010	110-5030-421.20-07	W/C CLAIMS	595.00	
08-3415	000656		01	05/17/2010	110-5030-421.20-07	CHECKS/BANKING FEE	51.08	
08-3415	000657		01	05/17/2010	110-6040-431.20-07	CHECKS/BANKING FEE	90.45	
08-3415	000658		01	05/17/2010	510-6050-501.20-07	CHECKS/BANKING FEE	6.08	
08-3415	000659		01	05/17/2010	510-6055-502.20-07	CHECKS/BANKING FEE	25.86	
						VENDOR TOTAL *	2,400.00	
0017385	EDEN BROTHERS							
200600724	000388		01	05/17/2010	510-6050-501.30-26	LEAK DETECTION SURVEY	18,995.00	
200600741	000190		01	05/17/2010	510-6052-501.30-52	LEAK LOCATION SVCS	395.00	
200600727	000305		01	05/17/2010	510-6052-501.30-52	LEAK LOCATION SVCS	645.00	
						VENDOR TOTAL *	20,035.00	
0009479	ELGIN SWEEPING SERVICES, INC							
2414A	000390		01	05/17/2010	110-6041-432.30-98	STREET SWEEPING	18,339.67	
						VENDOR TOTAL *	18,339.67	
0014621	ELMHURST CLAIMS ACCOUNT - CLAIM SVC							
7504366944	000353		01	05/17/2010	110-4020-422.20-07	SELF INSURED LOSS FUND	22.33	
7504366944	000356		01	05/17/2010	110-4020-422.20-07	SELF INSURED LOSS FUND	60.00	
7504366944	000354		01	05/17/2010	110-5030-421.20-07	SELF INSURED LOSS FUND	1,909.93	
7504366944	000357		01	05/17/2010	110-5030-421.20-07	SELF INSURED LOSS FUND	2,477.10	
7504366944	000355		01	05/17/2010	110-6040-431.20-07	SELF INSURED LOSS FUND	7,303.62	
7504366944	000358		01	05/17/2010	110-6040-431.20-07	SELF INSURED LOSS FUND	3,153.76	
						VENDOR TOTAL *	14,926.74	
0015836	ELMHURST INDEPENDENT - ROCK VALLEY							
761327	000176		01	05/17/2010	110-1001-411.30-54	LEGAL NOTICE	60.75	
760297	000306		01	05/17/2010	110-6040-431.30-54	LEGAL NOTICE	67.50	
760297	000307		01	05/17/2010	510-6050-501.30-54	LEGAL NOTICE	67.50	
						VENDOR TOTAL *	195.75	
0000188	ELMHURST PARK DISTRICT							
01375	000706		01	05/17/2010	110-0000-313.03-03	MUNICIPAL TAX REIMBURSE	270.08	
01371	000705		01	05/17/2010	110-7060-451.30-52	ELMHURST COMMUNITY MAILER	150.00	
05/06/2010	000540		01	05/17/2010	320-0090-462.60-98	TIF II SURPLUS DISTRIBUT	36,024.16	
						VENDOR TOTAL *	36,444.24	
0006396	ELMHURST PARTY TENTS							
05/31/2010	000459		01	05/17/2010	110-0094-454.60-32	MEMORIAL DAY PARADE	120.00	
						VENDOR TOTAL *	120.00	
0018815	ELMHURST PUBLIC LIBRARY							
05/06/2010	000539		01	05/17/2010	320-0090-462.60-98	TIF II SURPLUS DISTRIBUT	34,629.93	
						VENDOR TOTAL *	34,629.93	
0006054	ELMHURST SCHOOL DISTRICT #205							

PREPARED 05/10/2010, 16:46:27  
 PROGRAM: GM339L  
 CITY OF ELMHURST, ILLINOIS  
 CITY

EXPENDITURE APPROVAL LIST  
 AS OF: 05/17/2010 CHECK DATE: 05/20/2010

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VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK NO	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0006054 05/06/2010	ELMHURST SCHOOL DISTRICT #205 000534			01 05/17/2010	320-0090-462.60-98	TIF II SURPLUS DISTRIBUT	434,082.50	
						VENDOR TOTAL *	434,082.50	
0017204 290308B03RE	ENGINEERING RESOURCE ASSOCS, INC 000790			01 05/17/2010	305-6041-432.80-22	LEVEE MAINT IMPROVEMENTS	28,036.08	
						VENDOR TOTAL *	28,036.08	
0018805 25289	EVANS, CHRISTINA 000560			01 05/17/2010	110-0000-331.07-00	VEHICLE STICKER REFUND	36.00	
						VENDOR TOTAL *	36.00	
0011437 500000600111	EXELON ENERGY COMPANY 000661			01 05/17/2010	510-6057-502.30-24	MONTHLY ELECTRIC	28,698.76	
						VENDOR TOTAL *	28,698.76	
0017007 1925163-00 1921298-00	FACILITY SOLUTIONS GROUP 000144 000276			01 05/17/2010 01 05/17/2010	110-6044-435.40-26 110-6044-435.40-98	LAMPS WIRE SPLICE KIT	48.52 222.70	
						VENDOR TOTAL *	271.22	
0013212 7-063-18097	FEDEX 000314			01 05/17/2010	110-6040-431.30-49	SHIPPING FEES	139.95	
						VENDOR TOTAL *	139.95	
0012480 330684	FELLER & SONS INC 000775			01 05/17/2010	110-2006-413.40-33	SUPPLIES	282.84	
						VENDOR TOTAL *	282.84	
0014660 13998	FELT, AMY M 000317			01 05/17/2010	110-0000-260.02-00	VEHICLE STICKER REFUND	36.00	
						VENDOR TOTAL *	36.00	
0018002 INV7732	FILTER SERVICES OF IL 000151			01 05/17/2010	110-6046-418.50-01	FILTERS	195.56	
						VENDOR TOTAL *	195.56	
0002818 583527	FIRE PROTECTION PUBLICATIONS 000026			01 05/17/2010	110-4025-424.40-33	BOOKS	93.04	
						VENDOR TOTAL *	93.04	
0006869 3235729	FISHER SCIENTIFIC 000735			01 05/17/2010	510-6057-502.40-25	LAB SUPPLIES	501.17	
						VENDOR TOTAL *	501.17	
0018821 23757	FITZGERALD, NANCY 000756			01 05/17/2010	110-0000-260.02-00	VEHICLE STICKER REFUND	36.00	
						VENDOR TOTAL *	36.00	
0005438	FLEET SAFETY SUPPLY							

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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
0005438 50135	FLEET SAFETY SUPPLY 000124		01 05/17/2010	510-6052-501.40-98	MAG CHARGER/BATTERY PACK	102.56	
					VENDOR TOTAL *	102.56	
0000220 ORY890 ORY890 ORZ272 ORZ569	FLESCH CO INC, GORDON 000327 000328 000329 000330		01 05/17/2010 01 05/17/2010 01 05/17/2010 01 05/17/2010	110-2006-413.30-21 110-4020-422.30-21 110-5030-421.30-21 110-5030-421.30-21	COPIER MAINT COPIER MAINT COPIER MAINT COPIER MAINT	72.00 72.00 700.64 391.17	
					VENDOR TOTAL *	1,235.81	
0003165 2686	FLEXIBLE 000161		01 05/17/2010	110-6041-432.40-52	WANDS	410.60	
					VENDOR TOTAL *	410.60	
0004998 000013895	FLYNN PATRICIA UT		01 00/00/0000	510-0000-113.02-00	UB CR REFUND	70.98	
					VENDOR TOTAL *	70.98	
0017446 61-089741	FMP - FACTORY MOTOR PARTS 000133		01 05/17/2010	110-6047-512.50-16	TRK/PARTS PD-27	128.40	
					VENDOR TOTAL *	128.40	
0002222 04/16-04/30/10	FOESMAN, RICH 000250		01 05/17/2010	110-0086-453.30-52	CATV PROF SVCS	169.00	
					VENDOR TOTAL *	169.00	
0004749 05/06/2010	FOREST PRESERVE DIST OF DUPAGE CTY 000535		01 05/17/2010	320-0090-462.60-98	TIF II SURPLUS DISTRIBUT	16,013.69	
					VENDOR TOTAL *	16,013.69	
0018822 2504	FRIGO, CHRISTINA 000757		01 05/17/2010	110-0000-260.02-00	VEHICLE STICKER REFUND	36.00	
					VENDOR TOTAL *	36.00	
0013847 4512373	FRY'S ELECTRONICS, INC 000297		01 05/17/2010	110-2008-413.40-72	NIC CARDS	109.98	
					VENDOR TOTAL *	109.98	
0015336 MON-100	FULTON TECHNOLOGIES, INC 000222		01 05/17/2010	110-4022-423.50-08	SIREN MONITORING FEE	414.00	
					VENDOR TOTAL *	414.00	
0007214 483238 483250 483629 483629 483629	GALLAGHER AJ, RISK MGMT SVCS INC 000438 000444 000455 000457 000458		01 05/17/2010 01 05/17/2010 01 05/17/2010 01 05/17/2010 01 05/17/2010	110-1001-411.20-07 110-1001-411.70-01 110-1001-411.70-06 110-1001-411.70-06 110-1001-411.70-06	INS RENEWAL INS RENEWAL INS RENEWAL INS RENEWAL INS RENEWAL	276.00 1,509.00 8,233.95 15,499.20 9,202.65	

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0007214	GALLAGHER AJ, RISK						
483240	000503		01 05/17/2010	110-1001-411.70-06	INS RENEWAL	23,776.20	
483240	000505		01 05/17/2010	110-1001-411.70-06	INS RENEWAL	44,755.20	
483240	000506		01 05/17/2010	110-1001-411.70-06	INS RENEWAL	26,573.40	
483138	000516		01 05/17/2010	110-1001-411.70-06	INS RENEWAL	176.46	
483138	000518		01 05/17/2010	110-1001-411.70-06	INS RENEWAL	332.16	
483138	000519		01 05/17/2010	110-1001-411.70-06	INS RENEWAL	197.22	
483140	000529		01 05/17/2010	110-1001-411.70-06	INS RENEWAL	6,120.00	
483140	000531		01 05/17/2010	110-1001-411.70-06	INS RENEWAL	11,520.00	
483140	000532		01 05/17/2010	110-1001-411.70-06	INS RENEWAL	6,840.00	
483238	000439		01 05/17/2010	110-4020-422.20-07	INS RENEWAL	14,778.00	
483629	000448		01 05/17/2010	110-4020-422.70-03	INS RENEWAL	1,259.31	
483243	000490		01 05/17/2010	110-4020-422.70-03	INS RENEWAL	325.55	
483240	000496		01 05/17/2010	110-4020-422.70-03	INS RENEWAL	3,636.36	
483138	000509		01 05/17/2010	110-4020-422.70-03	INS RENEWAL	26.99	
483140	000522		01 05/17/2010	110-4020-422.70-03	INS RENEWAL	936.00	
483238	000440		01 05/17/2010	110-5030-421.20-07	INS RENEWAL	14,847.00	
483629	000447		01 05/17/2010	110-5030-421.70-03	INS RENEWAL	1,259.31	
483243	000489		01 05/17/2010	110-5030-421.70-03	INS RENEWAL	976.65	
483240	000495		01 05/17/2010	110-5030-421.70-03	INS RENEWAL	3,636.36	
483138	000508		01 05/17/2010	110-5030-421.70-03	INS RENEWAL	26.99	
483140	000521		01 05/17/2010	110-5030-421.70-03	INS RENEWAL	936.00	
483238	000441		01 05/17/2010	110-6040-431.20-07	INS RENEWAL	28,590.00	
483629	000449		01 05/17/2010	110-6040-431.70-03	INS RENEWAL	1,888.97	
483243	000491		01 05/17/2010	110-6040-431.70-03	INS RENEWAL	1,627.75	
483240	000497		01 05/17/2010	110-6040-431.70-03	INS RENEWAL	5,454.54	
483138	000510		01 05/17/2010	110-6040-431.70-03	INS RENEWAL	40.48	
483140	000523		01 05/17/2010	110-6040-431.70-03	INS RENEWAL	1,404.00	
483629	000446		01 05/17/2010	110-6046-418.70-03	INS RENEWAL	629.66	
483243	000488		01 05/17/2010	110-6046-418.70-03	INS RENEWAL	976.65	
483240	000494		01 05/17/2010	110-6046-418.70-03	INS RENEWAL	1,818.18	
483138	000507		01 05/17/2010	110-6046-418.70-03	INS RENEWAL	13.49	
483140	000520		01 05/17/2010	110-6046-418.70-03	INS RENEWAL	468.00	
483629	000456		01 05/17/2010	110-6047-512.70-04	INS RENEWAL	2,906.10	
483240	000504		01 05/17/2010	110-6047-512.70-04	INS RENEWAL	8,391.60	
483138	000517		01 05/17/2010	110-6047-512.70-04	INS RENEWAL	62.28	
483140	000530		01 05/17/2010	110-6047-512.70-04	INS RENEWAL	2,160.00	
483629	000450		01 05/17/2010	110-7060-451.70-03	INS RENEWAL	629.66	
483243	000492		01 05/17/2010	110-7060-451.70-03	INS RENEWAL	325.55	
483240	000498		01 05/17/2010	110-7060-451.70-03	INS RENEWAL	1,818.18	
483138	000511		01 05/17/2010	110-7060-451.70-03	INS RENEWAL	13.49	
483140	000524		01 05/17/2010	110-7060-451.70-03	INS RENEWAL	468.00	
483238	000442		01 05/17/2010	510-6050-501.20-07	INS RENEWAL	1,865.00	
483629	000451		01 05/17/2010	510-6051-501.70-03	INS RENEWAL	629.66	
483240	000499		01 05/17/2010	510-6051-501.70-03	INS RENEWAL	1,818.18	
483138	000512		01 05/17/2010	510-6051-501.70-03	INS RENEWAL	13.49	
483140	000525		01 05/17/2010	510-6051-501.70-03	INS RENEWAL	468.00	
483629	000452		01 05/17/2010	510-6052-501.70-03	INS RENEWAL	1,888.97	
483240	000500		01 05/17/2010	510-6052-501.70-03	INS RENEWAL	5,454.54	

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0007214	GALLAGHER AJ, RISK						
483138	000513		01 05/17/2010	510-6052-501.70-03	INS RENEWAL	40.48	
483140	000526		01 05/17/2010	510-6052-501.70-03	INS RENEWAL	1,404.00	
483238	000443		01 05/17/2010	510-6055-502.20-07	INS RENEWAL	8,701.00	
483629	000453		01 05/17/2010	510-6056-502.70-03	INS RENEWAL	629.66	
483240	000501		01 05/17/2010	510-6056-502.70-03	INS RENEWAL	1,818.18	
483138	000514		01 05/17/2010	510-6056-502.70-03	INS RENEWAL	13.49	
483140	000527		01 05/17/2010	510-6056-502.70-03	INS RENEWAL	468.00	
483754	000445		01 05/17/2010	510-6057-502.70-03	INS RENEWAL	755.00	
483629	000454		01 05/17/2010	510-6057-502.70-03	INS RENEWAL	3,777.90	
483243	000493		01 05/17/2010	510-6057-502.70-03	INS RENEWAL	2,278.85	
483240	000502		01 05/17/2010	510-6057-502.70-03	INS RENEWAL	10,909.08	
483138	000515		01 05/17/2010	510-6057-502.70-03	INS RENEWAL	80.98	
483140	000528		01 05/17/2010	510-6057-502.70-03	INS RENEWAL	2,808.00	
VENDOR TOTAL *						303,165.00	
0008274	GALLAGHER MATERIALS, INC						
621473MB	000374		01 05/17/2010	110-6041-432.40-02	ASPHALT	2,205.36	
VENDOR TOTAL *						2,205.36	
0016266	GATEHOUSE MEDIA SUBURBAN NEWSPAPERS						
88888-136167	000300		01 05/17/2010	110-2006-413.60-51	SUBSCRIPTION	25.00	
VENDOR TOTAL *						25.00	
0018826	GIANNI, RENEE						
25373	000761		01 05/17/2010	110-0000-316.00-00	TRANSFER STAMP REFUND	478.50	
VENDOR TOTAL *						478.50	
0000242	GRAINGER						
9234134980	000285		01 05/17/2010	110-4020-422.40-24	SUPPLIES	44.52	
9233052712	000278		01 05/17/2010	110-6041-432.40-98	SUPPLIES	22.26	
9233052712	000279		01 05/17/2010	110-6043-434.40-98	SUPPLIES	22.25	
9233052712	000280		01 05/17/2010	110-6044-435.40-98	SUPPLIES	22.25	
9233052712	000281		01 05/17/2010	110-6046-418.40-98	SUPPLIES	22.25	
9233052712	000282		01 05/17/2010	110-6047-512.40-98	SUPPLIES	22.25	
9234134980	000286		01 05/17/2010	110-6047-512.50-16	SUPPLIES	44.52	
9233052712	000283		01 05/17/2010	510-6052-501.40-98	SUPPLIES	22.25	
9233052712	000284		01 05/17/2010	510-6057-502.40-98	SUPPLIES	22.25	
VENDOR TOTAL *						244.80	
0011686	GRAND AUTO PARTS						
153304	000134		01 05/17/2010	110-6047-512.50-16	TRK/PARTS PD-1	31.14	
153110	000275		01 05/17/2010	110-6047-512.50-16	PARTS/SUPPLIES	19.00	
VENDOR TOTAL *						50.14	
0012796	GRASSROOTS LANDSCAPE SPECIALTIES						
6576	000407		01 05/17/2010	510-6057-502.50-01	LANDSCAPE MAINT	1,352.00	
6580	000736		01 05/17/2010	510-6057-502.50-01	LAWN MAINT	393.00	
VENDOR TOTAL *						1,745.00	
0009312	GREEN SUPPLY INC (GSI)						

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0009312	GREEN SUPPLY INC (GSI)						
5243739	000153		01 05/17/2010	110-5030-421.40-98	SUPPLIES	48.52	
5243739	000152		01 05/17/2010	110-6047-512.50-16	SUPPLIES	48.53	
					VENDOR TOTAL *	97.05	
0012867	GREER, ELLEN						
25365	000784		01 05/17/2010	110-0000-316.00-00	TRANSFER STAMP REFUND	1,123.50	
					VENDOR TOTAL *	1,123.50	
0007611	GREG O'BERRY						
MR Refund	MR		01 05/17/2010	110-0000-115.07-01	60215423 DISMISSED TICKET	25.00	
					VENDOR TOTAL *	25.00	
0000254	HACH CO						
6702711	000728		01 05/17/2010	510-6057-502.40-25	LAB CHEMICALS	120.67	
					VENDOR TOTAL *	120.67	
0018810	HARRIS N/A						
115 W THIRD	000421		01 05/17/2010	110-4021-425.80-05	WIRELESS RADIO ALARM	1,500.00	
1121 S YORK RD	000422		01 05/17/2010	110-4021-425.80-05	WIRELESS RADIO ALARM	1,500.00	
					VENDOR TOTAL *	3,000.00	
0005803	HARRISON, JONATHAN						
04/16-04/30/10	000249		01 05/17/2010	110-0086-453.30-52	CATV PROF SVCS	257.25	
					VENDOR TOTAL *	257.25	
0015904	HD SUPPLY WATERWORKS, LTD						
1214805	000301		01 05/17/2010	510-6052-501.40-07	WATER MAIN REPAIR	105.00	
1124534	000785		01 05/17/2010	510-6052-501.40-07	FITTINGS	2,914.00	
					VENDOR TOTAL *	3,019.00	
0006014	HEATH, EILEEN M						
JAN-DEC 2009	000244		01 05/17/2010	110-0000-313.03-03	UTILITY TAX REBATE	10.17	
JAN-DEC 2009	000245		01 05/17/2010	110-0000-313.01-01	UTILITY TAX REBATE	15.54	
JAN-DEC 2009	000246		01 05/17/2010	110-0000-313.02-02	UTILITY TAX REBATE	7.13	
					VENDOR TOTAL *	32.84	
0012748	HEDMAN, ERIC						
05/04/2010	000763		01 05/17/2010	110-4020-422.60-11	EXPENSE REIMBURSEMENT	130.36	
					VENDOR TOTAL *	130.36	
0008340	HIGH PSI LTD						
00025058	000121		01 05/17/2010	110-6047-512.50-02	PRESSURE PUMP REPAIR	389.50	
					VENDOR TOTAL *	389.50	
0004296	HIGHLAND ESTATES COFFEE TRADERS						
052560021666	000241		01 05/17/2010	110-6046-418.40-98	VENDING MACHINE REFILL	84.37	
					VENDOR TOTAL *	84.37	
0007204	HINSDALE NURSERIES						

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0007204 615724	HINSDALE NURSERIES 000559		01 05/17/2010	110-6043-434.40-39	TREE	189.00	
						VENDOR TOTAL *	189.00
0018784 25364	HITCHCOCK, ROBERT 000486		01 05/17/2010	110-0000-316.00-00	TRANSFER STAMP REFUND	570.00	
						VENDOR TOTAL *	570.00
0008820 013963/7153905	HOME DEPOT 1916-DOWNERS GROVE 000262		01 05/17/2010	110-5030-421.50-01	DOG HOUSE REPAIR	79.76	
						VENDOR TOTAL *	79.76
0006864 6012080 019596/1015651	HOME DEPOT 1919-NORTHLAKE 000260 000261		01 05/17/2010 01 05/17/2010	110-5030-421.50-01 110-5030-421.50-01	FAUCET REPLACEMENT MATTS	172.93 14.26	
						VENDOR TOTAL *	187.19
0012341 014410/6025288 021330/9027528 021475/9011706 030788/0132989	HOME DEPOT 1982-OAKBROOK TERR 000265 000263 000264 000718		01 05/17/2010 01 05/17/2010 01 05/17/2010 01 05/17/2010	110-5030-421.50-01 110-6041-432.40-98 110-6046-418.50-01 510-6056-502.40-98	DOG HOUSE REPAIR CAULK BUMPER PADS TOOL REPLACEMENT	81.15 5.97 5.45 222.79	
						VENDOR TOTAL *	315.36
0017543 04/21-04/23/10 04/21-04/23/10	HORNER, CHRIS 000237 000238		01 05/17/2010 01 05/17/2010	110-5030-421.60-05 110-5030-421.60-11	EXPENSE REIMBURSEMENT EXPENSE REIMBURSEMENT	95.67 26.06	
						VENDOR TOTAL *	121.73
0000285 800935 800935 800935 800935	I D E S 000663 000664 000662 000665		01 05/17/2010 01 05/17/2010 01 05/17/2010 01 05/17/2010	110-1001-411.20-08 110-1001-411.20-08 110-7060-451.20-08 510-6057-502.10-01	1ST QUARTER UNEMPLOYMENT 1ST QUARTER UNEMPLOYMENT 1ST QUARTER UNEMPLOYMENT PRIOR QUARTER CANCELLATIO	4,779.00 3,542.00 3,465.00 100.00-	
						VENDOR TOTAL *	11,686.00
0018797 25378 532 N WILLOW	IGLENDZA, MILAN 000170 000376		01 05/17/2010 01 05/17/2010	110-0000-316.00-00 510-6056-502.30-89	TRANSFER STAMP REFUND EXPENSE REIMBURSEMENT	742.50 5,100.00	
						VENDOR TOTAL *	5,842.50
0001220 05/31/2010	IL ALL AMERICAN DRUM & BUGLE 000465		01 05/17/2010	110-0094-454.60-32	MEMORIAL DAY PARADE	100.00	
						VENDOR TOTAL *	100.00
0007288 05/14/2010	IL ASSN OF WASTEWATER AGENCIES 000727		01 05/17/2010	510-6050-501.60-11	REGISTRATION	50.00	
						VENDOR TOTAL *	50.00
0000291	IL SEC OF STATE - TITLE APPLIC FEES,CK GRP-1						

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0000291 04/27/2010	IL SEC OF STATE - 000477	01 05/17/2010	110-5030-421.60-27	TITLE APPLIC FEES,CK GRP-1 CASE# 09-043845	95.00	
				VENDOR TOTAL *	95.00	
0000291 04/27/2010	IL SEC OF STATE - 000478	01 05/17/2010	110-5030-421.60-27	TITLE APPLIC FEES,CK GRP-2 CASE# 09-044234	95.00	
				VENDOR TOTAL *	95.00	
0011631 G10270897	IL TOLLWAY 000352	01 05/17/2010	110-6046-418.40-98	I-PASS TOLL	20.80	
				VENDOR TOTAL *	20.80	
0015151 DUES272	ILEAS - IL LAW ENF 000234	01 05/17/2010	110-5030-421.60-37	ALARM SYST MEMBERSHIP	100.00	
				VENDOR TOTAL *	100.00	
0013660 37854 37840	INFOTRACK INFORMATION SERVICES, INC 000708 000707	01 05/17/2010 01 05/17/2010	110-1001-411.30-52 110-2007-413.60-42	BACKGROUND CHECKS BACKGROUND CHECKS	810.00 380.00	
				VENDOR TOTAL *	1,190.00	
0010731 120095007	INTERSTATE BATTERY 000107	01 05/17/2010	110-6047-512.50-16	SYSTEM OF TRK/PARTS PD-1	285.90	
				VENDOR TOTAL *	285.90	
0000302 84451	INTL ASSN OF FIRE CHIEFS 000220	01 05/17/2010	110-4020-422.60-37	MEMBERSHIP	204.00	
				VENDOR TOTAL *	204.00	
0009823 1201892-IN	INTL CODE COUNCIL 000025	01 05/17/2010	110-4025-424.60-11	ACCTS RECEIVABLE REGISTRATION	69.00	
				VENDOR TOTAL *	69.00	
0009561 301553	INTOXIMETERS, INC 000235	01 05/17/2010	110-5030-421.60-75	INTOXILIER UPDATES	118.00	
				VENDOR TOTAL *	118.00	
0013417 21422-21424	IVETIC, JOVAN 000802	01 05/17/2010	110-0000-260.02-00	VEHICLE STICKER REFUND	81.00	
				VENDOR TOTAL *	81.00	
0018787 1125	JAEGER, KARIN 000315	01 05/17/2010	110-0000-260.02-00	VEHICLE STICKER REFUND	9.00	
				VENDOR TOTAL *	9.00	
0018804 1981	JAFFE, JEAN 000561	01 05/17/2010	110-0000-331.07-00	VEHICLE STICKER REFUND	2.00	
				VENDOR TOTAL *	2.00	
0000344	JC LICHT - NETWORK PLACE					

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0000344	JC LICHT - NETWORK PLACE						
1203-6583304	000342		01 05/17/2010	110-5030-421.50-01	PAINT	103.12	
1203-6604912	000343		01 05/17/2010	110-5030-421.50-01	PAINT	47.99	
1203-6621342	000344		01 05/17/2010	110-5030-421.50-01	PAINT	19.12	
1203-6583361	000345		01 05/17/2010	110-5030-421.50-01	PAINT	13.97	
1203-6653632	000346		01 05/17/2010	110-6046-418.50-01	PAINT	4.39	
						VENDOR TOTAL *	188.59
0000976	JIM'S TOWING,CK GRP-1						
90604	000475		01 05/17/2010	110-5030-421.60-27	TOWING SVCS/CASE#08-28337	85.00	
						VENDOR TOTAL *	85.00
0000976	JIM'S TOWING,CK GRP-2						
90675	000476		01 05/17/2010	110-5030-421.60-27	TOWING SVCS/CASE#10-15866	350.00	
						VENDOR TOTAL *	350.00
0013485	JOYCE, HOLLY/JIM						
130 PINE	000382		01 05/17/2010	510-6056-502.30-90	SEWER LINE REIMBURSEMENT	1,689.50	
						VENDOR TOTAL *	1,689.50
0000312	JULIE INC						
03-10-0488	000298		01 05/17/2010	110-6040-431.30-80	JULIE LOCATES	257.62	
03-10-0488	000299		01 05/17/2010	510-6050-501.30-80	JULIE LOCATES	257.63	
						VENDOR TOTAL *	515.25
0000314	KALE UNIFORMS						
446038	000228		01 05/17/2010	110-5030-421.40-11	UNIFORM SUPPLIES	25.00	
446037	000229		01 05/17/2010	110-5030-421.40-11	UNIFORM SUPPLIES	170.85	
446035	000230		01 05/17/2010	110-5030-421.40-11	UNIFORM SUPPLIES	56.95	
446034	000231		01 05/17/2010	110-5030-421.40-11	UNIFORM SUPPLIES	113.90	
446033	000232		01 05/17/2010	110-5030-421.40-11	UNIFORM SUPPLIES	113.90	
445421	000233		01 05/17/2010	110-5030-421.40-11	UNIFORM SUPPLIES	300.75	
428784	000547		01 05/17/2010	110-5030-421.40-11	UNIFORM SUPPLIES	141.98	
428783	000548		01 05/17/2010	110-5030-421.40-11	UNIFORM SUPPLIES	67.50	
448721	000549		01 05/17/2010	110-5030-421.40-11	UNIFORM SUPPLIES	214.69	
						VENDOR TOTAL *	1,205.52
0000323	KIEFT BROTHERS, INC - A/P						
163583	000243		01 05/17/2010	110-6041-432.40-08	INLET REPAIR	7.25	
163423	000292		01 05/17/2010	110-6041-432.40-48	CEMENT	132.00	
163424	000293		01 05/17/2010	110-6041-432.40-08	INLET REPAIR	110.00	
163463	000294		01 05/17/2010	110-6041-432.40-08	INLET REPAIR	266.50	
163584	000295		01 05/17/2010	110-6041-432.40-08	INLET REPAIR	33.50	
163423	000291		01 05/17/2010	510-6052-501.40-63	VALVE VAULTS	198.00	
163229	000296		01 05/17/2010	510-6052-501.40-63	VALVE VAULTS	515.00	
163462	000387		01 05/17/2010	510-6056-502.40-29	MANHOLES/COVERS	9,300.00	
163882	000719		01 05/17/2010	510-6056-502.40-29	MANHOLE AJUSTMENTS	953.00	
						VENDOR TOTAL *	11,515.25
0011896	KIMBALL MIDWEST						

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0011896 1469192	KIMBALL MIDWEST 000120		01 05/17/2010	110-6047-512.40-98	NUTS/BOLTS/SUPPLIES	203.25	
					VENDOR TOTAL *	203.25	
0015276 3664 3665	KING, DAVID & ASSOCS, INC 000429 000430		01 05/17/2010 01 05/17/2010	110-6046-418.60-69 310-0089-461.30-52	MANAGEMENT FEES MANAGEMENT FEES	1,470.56 1,000.00	
					VENDOR TOTAL *	2,470.56	
0015660 19845	KINGS POINT TRUCK LANE 000119		01 05/17/2010	110-6047-512.50-02	SAFETY TEST/PW49,PW117,	100.00	
					VENDOR TOTAL *	100.00	
0018819 04/29/2010	KOCAL SR., J.T. 000746		01 05/17/2010	110-0000-260.02-00	VEHICLE STICKER REFUND	36.00	
					VENDOR TOTAL *	36.00	
0003169 04/27/2010	KOZURA, LEO 000766		01 05/17/2010	110-4020-422.60-98	EXPENSE REIMBURSEMENT	400.00	
					VENDOR TOTAL *	400.00	
0012655 10520788	KRONOS 000651		01 05/17/2010	110-2008-413.30-52	PROFESSIONAL SVCS	1,845.00	
					VENDOR TOTAL *	1,845.00	
0017528 0155638-IN 0155566-IN	L-3 COM MOBILE VISION INC 000713 000786		01 05/17/2010 01 05/17/2010	110-5030-421.60-75 110-5030-421.60-75	CAMERA SUPPLIES CAMERAS	42.00 21,844.00	
					VENDOR TOTAL *	21,886.00	
0018789 184431	LAGRANGE CRANE SVC INC 000266		01 05/17/2010	510-6057-502.50-08	CRANE RENTAL	740.00	
					VENDOR TOTAL *	740.00	
0018807 05/31/2010	LATIN ZEST DANCE INC 000472		01 05/17/2010	110-0094-454.60-32	MEMORIAL DAY PARADE	300.00	
					VENDOR TOTAL *	300.00	
0013313 903296 903697	LEACH ENTERPRISES, INC 000274 000575		01 05/17/2010 01 05/17/2010	110-6047-512.50-16 110-6047-512.50-16	FILTERS FILTERS	95.75 20.97	
					VENDOR TOTAL *	116.72	
0012723 103874020100430000711	LEXISNEXIS 00000711		01 05/17/2010	110-5030-421.30-98	MONTHLY FEE	559.25	
					VENDOR TOTAL *	559.25	
0000509 04/16-04/30/10	LILJEBERG, GLEN R. 000248		01 05/17/2010	110-0086-453.30-52	CATV PROF SVCS	515.75	

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0000509	LILJEBERG, GLEN R.						
					VENDOR TOTAL *	515.75	
0013066 166545	LITGEN CONCRETE CUTTING & CORING CO 000409		01 05/17/2010	510-6057-502.50-08	CONCRETE REMOVAL	1,980.00	
					VENDOR TOTAL *	1,980.00	
0000680 04/21-04/23/10	LUCCHINI, BRADLEY 000236		01 05/17/2010	110-5030-421.60-11	EXPENSE REIMBURSEMENT	595.38	
					VENDOR TOTAL *	595.38	
0006582 63914 63919	LUND INDUSTRIES, INC 000118 000556		01 05/17/2010 01 05/17/2010	110-5030-421.80-06 110-5030-421.60-27	SET UP NEW VEHICLE/PD-7, SWINGARM	122.34 36.33	
					VENDOR TOTAL *	158.67	
0000617 46443	M & M REPORTING, INC 000239		01 05/17/2010	110-3015-414.30-13	COURT REPORTING	330.00	
					VENDOR TOTAL *	330.00	
0018785 201002773	MADDEN MEDIA 000408		01 05/17/2010	110-0094-454.60-45	ADS	5,074.50	
					VENDOR TOTAL *	5,074.50	
0000352 68184 68184 68184 68184 68184 68184 68184	MAGID GLOVE 000154 000155 000156 000157 000158 000160 000159		01 05/17/2010 01 05/17/2010 01 05/17/2010 01 05/17/2010 01 05/17/2010 01 05/17/2010 01 05/17/2010	110-6041-432.40-98 110-6043-434.40-98 110-6044-435.40-98 110-6046-418.40-98 110-6047-512.40-98 510-6052-501.40-98 510-6057-502.40-98	SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES	18.58 18.57 18.57 18.57 18.57 111.43 18.57	
					VENDOR TOTAL *	222.86	
0018018 3226 3227	MARQUARDT & BELMONTE, PC 000779 000780		01 05/17/2010 01 05/17/2010	110-0081-415.30-63 110-0081-415.30-19	TRAFFIC PROSECUTIONS DUI PROSECUTIONS	4,421.10 3,978.30	
					VENDOR TOTAL *	8,399.40	
0002941 51775862 51775863 53161031 52775121 53654248	MCMaster-CARR SUPPLY CO-A/P ADDRESS 000326 000323 000325 000324 000723		01 05/17/2010 01 05/17/2010 01 05/17/2010 01 05/17/2010 01 05/17/2010	110-5030-421.50-01 110-6046-418.40-98 110-6046-418.50-01 510-6057-502.50-08 510-6057-502.50-01	MATT HANGERS INSTALL WATER VALVE KEYS CHAIR REPAIR PUMP REPAIR CONDUIT REPAIRS	33.77 9.53 27.84 214.30 53.50	
					VENDOR TOTAL *	338.94	
0017725 INV-0045703	MEGGITT TRAINING SYSTEM 000555		01 05/17/2010	110-5030-421.30-98	RANGE REPAIR	574.00	

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0017725	MEGGITT TRAINING SYSTEM							
					VENDOR TOTAL *	574.00		
0000366	MEL'S ACE HARDWARE							
412752/4	000481		01 05/17/2010	110-6041-432.40-09	PROPANE	64.14		
412845/4	000714		01 05/17/2010	510-6052-501.40-98	SCREW DRIVER	5.84		
412801/4	000717		01 05/17/2010	510-6056-502.40-98	FASTENERS	13.12		
412787/4	000715		01 05/17/2010	510-6057-502.50-01	RAIN BARREL REPAIRS	38.63		
412739/4	000716		01 05/17/2010	510-6057-502.40-25	LAB SUPPLIES	42.20		
					VENDOR TOTAL *	163.93		
0018786	MESSINA, DARE							
11355	000316		01 05/17/2010	110-0000-260.02-00	VEHICLE STICKER REFUND	36.00		
					VENDOR TOTAL *	36.00		
0009470	MID-AMERICA TILE INC							
01-232826	000349		01 05/17/2010	110-5030-421.50-01	CARPET SQUARE INSTALL	98.16		
01-232800	000350		01 05/17/2010	110-5030-421.50-01	CARPET TILE INSTALL	117.52		
					VENDOR TOTAL *	215.68		
0016423	MLRP 388 CAROL LLC							
04/28/2010	000474		01 05/17/2010	110-7060-451.60-47	MONTHLY RENT/JUNE 2010	3,535.14		
					VENDOR TOTAL *	3,535.14		
0007257	MOTION INDUSTRIES, INC							
1L10-412240	000721		01 05/17/2010	510-6057-502.50-08	ROLLERS REPAIR	655.12		
1L10-412352	000722		01 05/17/2010	510-6057-502.50-08	ROLLERS REPAIR	104.40		
					VENDOR TOTAL *	759.52		
0011645	MUNICIPAL EMERGENCY SERVICES							
00161749_SNV	000219		01 05/17/2010	110-4020-422.60-11	MAXI FOG FLUID	124.05		
					VENDOR TOTAL *	124.05		
0009144	MUNICIPAL FLEET MANAGERS ASSN							
04/27/2010	000483		01 05/17/2010	110-6040-431.60-11	TRAINING CLASS	102.00		
					VENDOR TOTAL *	102.00		
0017171	MUSIC PERFORMING ARTS							
05/31/2010	000463		01 05/17/2010	110-0094-454.60-32	MEMORIAL DAY PARADE	1,200.00		
					VENDOR TOTAL *	1,200.00		
0000383	NAFISCO, INC							
96104	000568		01 05/17/2010	110-6041-432.30-06	BARRICADE RENTAL	36.00		
					VENDOR TOTAL *	36.00		
0018788	NATIONAL RESTORATION SYSTEMS							
8253	000380		01 05/17/2010	530-0088-503.50-15	PARKING DECK REPAIRS	1,265.00		
					VENDOR TOTAL *	1,265.00		
0011644	NEPTUNE TECHNOLOGY GROUP INC							

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0011644	NEPTUNE TECHNOLOGY GROUP INC						
N245165	000393		01 05/17/2010	510-6052-501.40-68	WATER METERS	3,942.30	
N245816	000394		01 05/17/2010	510-6052-501.40-68	RADIO READ DEVICES	82,000.00	
N245640	000395		01 05/17/2010	510-6052-501.40-68	WATER METERS	3,952.80	
N245302	000396		01 05/17/2010	510-6052-501.40-68	WATER METERS	1,596.30	
VENDOR TOTAL *						91,491.40	
0009496	NEXTEL COMMUNICATIONS						
162511511-098	000366		01 05/17/2010	110-2007-413.30-75	MONTHLY MOBILE BILL	139.28	
162511511-098	000367		01 05/17/2010	110-2008-413.30-75	MONTHLY MOBILE BILL	282.78	
162511511-098	000370		01 05/17/2010	110-2008-413.50-25	MONTHLY MOBILE BILL	299.96	
162511511-098	000369		01 05/17/2010	110-3015-414.30-75	MONTHLY MOBILE BILL	212.62	
162511511-098	000364		01 05/17/2010	110-4020-422.30-75	MONTHLY MOBILE BILL	346.37	
162511511-098	000365		01 05/17/2010	110-4022-423.30-75	MONTHLY MOBILE BILL	49.48	
162511511-098	000368		01 05/17/2010	110-5030-421.30-75	MONTHLY MOBILE BILL	1,188.96	
162511511-098	000361		01 05/17/2010	110-6040-431.30-75	MONTHLY MOBILE BILL	1,208.16	
162511511-098	000362		01 05/17/2010	510-6050-501.30-75	MONTHLY MOBILE BILL	386.61	
162511511-098	000363		01 05/17/2010	510-6055-502.30-75	MONTHLY MOBILE BILL	821.55	
VENDOR TOTAL *						4,935.77	
0017170	NORTHERN IL CH OF MVPA						
05/31/2010	000466		01 05/17/2010	110-0094-454.60-32	MEMORIAL DAY PARADE	250.00	
VENDOR TOTAL *						250.00	
0008727	NORTHERN IL UNIVERSITY - OUTREACH						
2525	000411		01 05/17/2010	110-2008-413.30-98	TECH STUDY	4,500.00	
05/05/2010	000562		01 05/17/2010	760-0000-491.60-59	REGISTRATION	1,250.00	
VENDOR TOTAL *						5,750.00	
0002011	NORTHWEST POLICE ACADEMY - PALATINE						
2010-2011	000333		01 05/17/2010	110-5030-421.60-37	MEMBERSHIP	50.00	
VENDOR TOTAL *						50.00	
0002228	O'HERRON CO INC, RAY - LOMBARD						
0021549-IN	000660		01 05/17/2010	110-5030-421.40-31	TASERS	2,639.80	
VENDOR TOTAL *						2,639.80	
0008640	OFFICE DEPOT						
516901986001	000163		01 05/17/2010	110-2006-413.40-33	SUPPLIES	216.17	
516844740001	000240		01 05/17/2010	110-2006-413.40-33	SUPPLIES	118.55	
517249941001	000704		01 05/17/2010	110-2006-413.40-33	SUPPLIES	105.96	
VENDOR TOTAL *						440.68	
0018792	OMNI-1 ELECTRONICS						
197 W ARMITAGE	000417		01 05/17/2010	110-4021-425.80-05	WIRELESS RADIO ALARM	1,500.00	
VENDOR TOTAL *						1,500.00	
0000415	ORR SAFETY CORP						
INV1574559	000303		01 05/17/2010	510-6056-502.50-08	GAS DETECTOR CALIBRATION	185.00	

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0000415	ORR SAFETY CORP						
					VENDOR TOTAL *	185.00	
0008717	PAT KEAN'S FRIENDLY FORD						
160102	000122		01 05/17/2010	110-6047-512.50-16	LUG NUTS/PD-15	142.00	
160216	000123		01 05/17/2010	110-6047-512.50-16	AUTO/PARTS E-15	35.28	
160186	000191		01 05/17/2010	110-6047-512.50-16	FILTER	24.18	
					VENDOR TOTAL *	201.46	
0017169	PATTON ACADEMY (FARRAGUT H.S.) ROTC						
05/31/2010	000464		01 05/17/2010	110-0094-454.60-32	MEMORIAL DAY PARADE	1,000.00	
					VENDOR TOTAL *	1,000.00	
0018806	PAUL HALL WARRIORS						
05/31/2010	000473		01 05/17/2010	110-0094-454.60-32	MEMORIAL DAY PARADE	600.00	
					VENDOR TOTAL *	600.00	
0006912	PETRICIG, PHILIP J						
04/16-04/30/10	000252		01 05/17/2010	110-0086-453.30-52	CATV PROF SVCS	144.00	
					VENDOR TOTAL *	144.00	
0018798	PIONEER TIRE REPAIR						
392010	000116		01 05/17/2010	110-6047-512.50-20	TIRE SUPPLIES	49.12	
392011	000117		01 05/17/2010	110-6047-512.40-53	INFLATOR GAUGE	76.44	
					VENDOR TOTAL *	125.56	
0017900	PIPE-VIEW LLC						
584	000383		01 05/17/2010	510-6056-502.30-39	SEWER CLEANING/TELEVISIONING	16,500.00	
583	000405		01 05/17/2010	510-6056-502.30-39	SEWER CLEANING/TELEVISIONING	17,509.50	
					VENDOR TOTAL *	34,009.50	
0014770	POLLARDWATER.COM-EAST						
1270765-IN	000304		01 05/17/2010	510-6052-501.40-98	WATER PRESSURE TEST KIT	90.98	
					VENDOR TOTAL *	90.98	
0013510	POLYDYNE, INC						
527057	000389		01 05/17/2010	510-6057-502.40-09	DAF/PRESS POLYMER	5,400.00	
					VENDOR TOTAL *	5,400.00	
0000435	PORTABLE COMMUNICATIONS						
I00101853	000115		01 05/17/2010	110-4020-422.50-17	PAGER REPAIR	45.50	
I00102473	000113		01 05/17/2010	110-5030-421.50-17	RADIO REPAIR	63.75	
I00102512	000114		01 05/17/2010	110-5030-421.50-17	RADIO REPAIR	284.00	
					VENDOR TOTAL *	393.25	
0018801	PRESTON, DONALD						
JAN-DEC 2009	000591		01 05/17/2010	110-0000-313.03-03	UTILITY TAX REBATE	6.45	
JAN-DEC 2009	000592		01 05/17/2010	110-0000-313.01-01	UTILITY TAX REBATE	10.47	
					VENDOR TOTAL *	16.92	
0017425	PRZYSZLAK, STANLEY						

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0017425 1936	PRZYSZLAK, STANLEY 000745		01 05/17/2010	110-0000-260.02-00	VEHICLE STICKER REFUND	67.50	
					VENDOR TOTAL *	67.50	
0010820 04/16-04/30/10	RADABAUGH, MARK 000251		01 05/17/2010	110-0086-453.30-52	CATV PROF SVCS	144.00	
					VENDOR TOTAL *	144.00	
0016821 2086	REIMER, RICHARD J & ASSOCS LLC 000563		01 05/17/2010	760-0000-491.60-59	PROFESSIONAL SVCS	163.89	
					VENDOR TOTAL *	163.89	
0017050 1292321-00	REINDERS, INC 000112		01 05/17/2010	110-6047-512.50-16	AIR CLEANER/GASKET	39.76	
					VENDOR TOTAL *	39.76	
0018783 498 ADAMS	REISHUS, CAROLYN 000480		01 05/17/2010	510-6057-502.30-51	PRIVATE SECTOR DISCONNECT	500.00	
					VENDOR TOTAL *	500.00	
0006074 062819	RESOURCE UTILITY SUPPLY CO 000194		01 05/17/2010	510-6052-501.50-12	MAINS	414.00	
					VENDOR TOTAL *	414.00	
0008862 S1725862	REVERE ELECTRIC 000726		01 05/17/2010	510-6056-502.50-10	SOFTWARE SUPPORT	885.00	
					VENDOR TOTAL *	885.00	
0006329 1934,911	RICH,DEBORAH 000743		01 05/17/2010	110-0000-260.02-00	VEHICLE STICKER REFUND	36.00	
					VENDOR TOTAL *	36.00	
0018791 JAN-DEC 2009	RODRIGUEZ, ANA M 000586		01 05/17/2010	110-0000-313.01-01	UTILITY TAX REBATE	16.99	
JAN-DEC 2009	000587		01 05/17/2010	110-0000-260.02-00	UTILITY TAX REBATE	4.50	
					VENDOR TOTAL *	21.49	
0004969 7248	ROTARY CLUB OF ELMHURST 000208		01 05/17/2010	110-7060-451.60-37	MEMBERSHIP	455.00	
					VENDOR TOTAL *	455.00	
0018813 483 LARCH	ROYAL ORLEANS CONDOMINIUMS 000425		01 05/17/2010	110-4021-425.80-05	WIRELESS RADIO ALARM	1,500.00	
					VENDOR TOTAL *	1,500.00	
0008861 10-06893	ROYAL RECOGNITION 000173		01 05/17/2010	110-2007-413.60-23	SERVICE AWARDS	123.67	
10-06941	000567		01 05/17/2010	110-2007-413.60-23	SERVICE AWARD	124.99	
10-07014	000709		01 05/17/2010	110-2007-413.60-23	SERVICE AWARD	192.97	

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0008861	ROYAL RECOGNITION						
					VENDOR TOTAL *	441.63	
0006411 712274	RUSSO'S POWER EQPT 000167		01 05/17/2010	110-6043-434.40-53	POWER PRUNER/TOOLS	629.93	
					VENDOR TOTAL *	629.93	
0001751 3208345	S & S INDUSTRIAL SUPPLY 000272		01 05/17/2010	110-6046-418.40-24	SUPPLIES	178.43	
					VENDOR TOTAL *	178.43	
0000473 246927 246998	SAKASH, JOHN CO INC 000140 000149		01 05/17/2010 01 05/17/2010	110-6044-435.40-98 110-6044-435.40-98	SWAGE SOCKET NYLON SLING	125.00 37.32	
					VENDOR TOTAL *	162.32	
0018794 16460 086	SALO, MICHAEL 000204 000205		01 05/17/2010 01 05/17/2010	110-0000-260.02-00 530-0000-341.50-00	VEHICLE STICKER REFUND PARKING PASS REFUND	36.00 30.00	
					VENDOR TOTAL *	66.00	
0005994 PSI143797	SAUBER MFG CO 000111		01 05/17/2010	110-6047-512.50-16	TRK/PARTS PW18	49.25	
					VENDOR TOTAL *	49.25	
0005250 76821	SCBAS, INC 000221		01 05/17/2010	110-4020-422.50-08	AIR PACK REPAIR	137.20	
					VENDOR TOTAL *	137.20	
0009953 24011	SCHWAN INCORPORATED 000793		01 05/17/2010	510-6056-502.50-11	PUMP REPAIRS	8,400.00	
					VENDOR TOTAL *	8,400.00	
0000491 738428	SHEMIN NURSERIES 000168		01 05/17/2010	110-6043-434.40-09	FERTILIZER	648.00	
					VENDOR TOTAL *	648.00	
0018176 58010-097M 58010-138M 58010-162M 58010-172M	SPIROFF & GOSSELAR, LTD 000697 000698 000699 000700		01 05/17/2010 01 05/17/2010 01 05/17/2010 01 05/17/2010	110-0081-415.30-36 110-0081-415.30-36 110-0081-415.30-36 110-0081-415.30-36	PROFESSIONAL SVCS PROFESSIONAL SVCS PROFESSIONAL SVCS PROFESSIONAL SVCS	51.00 527.00 102.00 187.00	
					VENDOR TOTAL *	867.00	
0005345 SA000015277	STANARD & ASSOCIATES, INC. 000373		01 05/17/2010	110-2007-413.30-52	PROFESSIONAL SVCS	2,621.00	
					VENDOR TOTAL *	2,621.00	
0000740	STANDARD EQPT CO						

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0000740 C52599	STANDARD EQPT CO 000372		01	05/17/2010	110-6042-433.50-16	TRK/PARTS PW76	1,346.42	
						VENDOR TOTAL *	1,346.42	
0006770 0000105560	STI-CO INDUSTRIES INC 000110		01	05/17/2010	110-5030-421.80-06	SET UP NEW VEHICLE/PD-7,	195.06	
						VENDOR TOTAL *	195.06	
0008228 488 588 589 487 772 731 860	SUBURBAN LABORATORIES INC 000268 000269 000270 000271 000729 000730 000731		01	05/17/2010	510-6057-502.30-33	LAB TESTING COLIFORM TESTING COLIFORM TESTING LAB TESTING LAB SVCS LAB TESTING LAB TESTING	234.00 90.00 180.00 234.00 685.00 420.00 340.50	
						VENDOR TOTAL *	2,183.50	
0002854 2164	SUNRISE COMMUNICATIONS, INC 000174		01	05/17/2010	110-0086-453.30-52	DVD DUPLICATION	20.00	
						VENDOR TOTAL *	20.00	
0008509 395 W LAKE	SUPERIOR AMBULANCE 000418		01	05/17/2010	110-4021-425.80-05	WIRELESS RADIO ALARM	1,500.00	
						VENDOR TOTAL *	1,500.00	
0018233 03/02/2010	TARTAGLIA, PHIL 000774		01	05/17/2010	110-4025-424.60-11	EXPENSE REIMBURSEMENT	180.00	
						VENDOR TOTAL *	180.00	
0000520 1004386	TELE PRINT 000206		01	05/17/2010	110-7060-451.60-65	PRINTING BROCHURES/POSTER	400.00	
						VENDOR TOTAL *	400.00	
0000525 615492 615772 615634 612897 612853	TERRACE SUPPLY CO 000569 000570 000571 000131 000132		01	05/17/2010	110-6041-432.40-98	GASOLINE FITTING ACETYLENE OXYGEN CYLINDER RUST CONVERTER WELDING SUPPLIES	93.15 23.86 26.17 56.94 8.52	
						VENDOR TOTAL *	208.64	
0012940 SOINV000740560	THE TAPE CO 000175		01	05/17/2010	110-0086-453.40-66	DVCAM/HDV CASSETTE	295.20	
						VENDOR TOTAL *	295.20	
0018814 589-591 S	THE TERRA GROUP LLC YORK 000426		01	05/17/2010	110-4021-425.80-05	WIRELESS RADIO ALARM	1,500.00	
						VENDOR TOTAL *	1,500.00	
0010869	TIGERDIRECT.COM							

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0010869	TIGERDIRECT.COM						
P21484160101	000384		01 05/17/2010	110-2008-413.80-03	SERVERS	4,620.98	
P21647170101	000385		01 05/17/2010	110-2008-413.80-03	SERVERS	4,595.98	
P21474600106	000386		01 05/17/2010	110-2008-413.80-03	SERVERS	6,169.80	
P21767110101	000542		01 05/17/2010	110-2008-413.40-72	HARD DRIVES	942.22	
					VENDOR TOTAL *	16,328.98	
0018275	TOTAL PARKING SOLUTIONS						
101000	000577		01 05/17/2010	530-0088-503.40-98	RECEIPT PAPER	608.00	
101005	000800		01 05/17/2010	530-0088-503.80-19	PARKING TERMINALS	14,630.00	
					VENDOR TOTAL *	15,238.00	
0000533	TRAFFIC CONTROL & PROTECTION						
66252	000195		01 05/17/2010	110-6041-432.40-52	STEEL STRAPPING/CLIPS/ALU	328.98	
66254	000196		01 05/17/2010	110-6041-432.40-52	ALUMINUM BLANKS	326.21	
					VENDOR TOTAL *	655.19	
0005044	TRANSYSTEMS CORP						
INV-0001859285	000375		01 05/17/2010	110-6048-513.80-25	PROF ENG SVCS	3,736.63	
INV-0001859284	000791		01 05/17/2010	110-6048-513.80-25	PROF ENG SVCS	7,257.36	
INV-0001859321	000701		01 05/17/2010	530-0088-503.80-19	PROF ENG SVCS	764.89	
					VENDOR TOTAL *	11,758.88	
0017389	TREK OF DOWNERS GROVE						
42710161823	000552		01 05/17/2010	110-5030-421.40-11	UNIFORM SUPPLIES	50.98	
04/30/2010	000553		01 05/17/2010	110-5030-421.40-11	UNIFORM SUPPLIES	104.98	
					VENDOR TOTAL *	155.96	
0001401	U S IDENTIFICATION MANUAL						
164983	000557		01 05/17/2010	110-5030-421.60-51	SUBSCRIPTION	82.50	
					VENDOR TOTAL *	82.50	
0013393	U S NAVAL SEA CADET CORPS						
05/31/2010	000467		01 05/17/2010	110-0094-454.60-32	MEMORIAL DAY PARADE	250.00	
					VENDOR TOTAL *	250.00	
0015470	UNIFORMITY INC						
IN179415	000764		01 05/17/2010	110-4020-422.40-62	UNIFORM SUPPLIES	5.22	
IN179494	000765		01 05/17/2010	110-4020-422.40-62	UNIFORM SUPPLIES	36.17	
					VENDOR TOTAL *	41.39	
0002337	UNION PACIFIC RAILROAD CO-OMAHA						
194-88	000410		01 05/17/2010	530-0088-503.30-59	PARKING LOT LEASE	2,304.87	
					VENDOR TOTAL *	2,304.87	
0005115	UNIVERSAL TAXI DISPATCH, INC						
5678	000178		01 05/17/2010	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	194.80	
5678	000179		01 05/17/2010	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	37.80	
					VENDOR TOTAL *	232.60	
0001090	UNIVERSITY PRODUCTS, 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
0001090 972172-00	UNIVERSITY PRODUCTS, INC. 000769		01	05/17/2010	110-7060-451.40-98	LABELS	20.60	
VENDOR TOTAL *							20.60	
0006266 APRIL 2010	UNTOUCHABLE AUTO WASH 000558		01	05/17/2010	110-6047-512.50-16	CAR WASHES	160.00	
VENDOR TOTAL *							160.00	
0017465 00005A30E3170 00005A30E3170 00005A30E3160 00005A30E3160 00005A30E3160 00005A30E3170 00005A30E3160	UPS SHIPPER 5A30E3 000164 000165 000287 000288 000289 000166 000290		01	05/17/2010	110-4020-422.30-49 110-5030-421.30-49 110-5030-421.30-49 110-6047-512.40-98 510-6052-501.40-98 510-6057-502.40-98 510-6057-502.40-98	SHIPPING FEES SHIPPING FEES SHIPPING FEES SHIPPING FEES SHIPPING FEES SHIPPING FEES SHIPPING FEES	5.08 5.22 5.08 16.92 31.90 121.10 11.68	
VENDOR TOTAL *							196.98	
0000550 04/16-04/30/10	URICK, EUGENIE 000359		01	05/17/2010	110-0086-453.30-52	CATV PROF SVCS	1,608.75	
VENDOR TOTAL *							1,608.75	
0016782 T2437123D	USA MOBILITY WIRELESS, INC 000227		01	05/17/2010	110-5030-421.30-75	MONTHLY PHONE	38.05	
VENDOR TOTAL *							38.05	
0000555 APRIL 2010 APRIL 2010 APRIL 2010 APRIL 2010	VAN SLYKE ENTERPRISES 000669 000675 000671 000673		01	05/17/2010	110-3015-414.30-12 110-3015-414.30-12 310-0089-461.30-52 320-0090-462.30-52	CITY PROPERTY PLANNING 120 ROBERT PALMER DRIVE TIF I TIF II	4,558.33 91.67 2,991.67 483.33	
VENDOR TOTAL *							8,125.00	
0000559 21815	VIKING AWARDS 000172		01	05/17/2010	110-2007-413.60-23	PLAQUE	28.00	
VENDOR TOTAL *							28.00	
0000560 01743790 01743200 01743989 01743007 01743989	VILLA PARK ELECTRICAL SUPPLY 000141 000143 000739 000142 000740		01	05/17/2010	110-4020-422.50-01 110-4020-422.50-01 110-6041-432.40-62 110-6044-435.40-98 510-6052-501.40-62	LIGHT SWITCH REPAIR DROP CORD REPAIRS UNIFORM SUPPLIES OUTLETS REPAIR UNIFORM SUPPLIES	46.88 15.95 435.00 85.16 435.10	
VENDOR TOTAL *							1,018.09	
0006095 VS-77805 VS-77823	VITAL SIGNS USA INC 000460 000768		01	05/17/2010	110-0094-454.60-32 110-7060-451.60-65	MEMORIAL DAY SIGNAGE BANNER CHANGES	227.13 25.00	
VENDOR TOTAL *							252.13	
0013353	VWR INTL INC							

PREPARED 05/10/2010, 16:46:27  
 PROGRAM: GM339L  
 CITY OF ELMHURST, ILLINOIS  
 CITY

EXPENDITURE APPROVAL LIST  
 AS OF: 05/17/2010 CHECK DATE: 05/20/2010

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
0013353 41725615	VWR INTL INC 000725		01 05/17/2010	510-6057-502.40-25	LAB SUPPLIES	140.47	
VENDOR TOTAL *						140.47	
0000573 43386 43380	WEST AUTOMOTIVE SERVICE INC 000108 000109		01 05/17/2010 01 05/17/2010	110-6047-512.50-02 110-6047-512.50-02	ACCIDENT DAMAGE/PD-35 ACCIDENT DAMAGE/PD-35	494.60 68.00	
VENDOR TOTAL *						562.60	
0000576 101091 101236 101198 101261 101363 101372 101067 3502CM 101363	WEST SUBURBAN OP, INC. 000214 000543 000544 000215 000545 000150 000216 000767 000546		01 05/17/2010 01 05/17/2010 01 05/17/2010 01 05/17/2010 01 05/17/2010 01 05/17/2010 01 05/17/2010 01 05/17/2010 01 05/17/2010	110-4020-422.60-25 110-5030-421.40-33 110-5030-421.40-33 110-6040-431.40-33 110-6040-431.40-33 110-6044-435.40-98 110-6046-418.50-01 110-7060-451.40-33 510-6050-501.40-33	BUSINESS CARDS SUPPLIES SUPPLIES PRINTER RIBBON SUPPLIES INK CARTRIDGE PAPER HOLDERS RETURNED MERCHANDISE SUPPLIES	14.42 115.03 202.17 37.83 76.24 13.99 35.70 12.96 76.24	
VENDOR TOTAL *						558.66	
0004668 188761 188903	WEST TOWN REFRIGERATION 000377 000378		01 05/17/2010 01 05/17/2010	110-6046-418.50-01 110-6046-418.50-01	HVAC REPAIR BOILER PUMPS REPAIR	1,195.76 2,496.00	
VENDOR TOTAL *						3,691.76	
0016356 0013845	WILLIAMS ARCHITECTS 000412		01 05/17/2010	110-7060-451.80-23	PROF SVCS/CHURCHVILLE	1,055.53	
VENDOR TOTAL *						1,055.53	
0010931 288677 290769	WORLD FUEL SERVICES 000379 000789		01 05/17/2010 01 05/17/2010	110-6047-512.40-18 110-6047-512.40-19	GASOLINE GASOLINE	18,542.90 18,207.31	
VENDOR TOTAL *						36,750.21	
0018830 25356	YIRKOVSKY, ZACHARY 000803		01 05/17/2010	110-0000-316.00-00	TRANSFER STAMP REFUND	311.25	
VENDOR TOTAL *						311.25	
0000583 30419463	ZEP SALES & SERVICE 000162		01 05/17/2010	110-6046-418.40-24	SUPPLIES	220.69	
VENDOR TOTAL *						220.69	
0006349 05/31/2010	2ND KENTUCKY CAVALRY 000469		01 05/17/2010	110-0094-454.60-32	MEMORIAL DAY PARADE	500.00	
VENDOR TOTAL *						500.00	
0006350 05/31/2010	56TH VIRGINIA INFANTRY 000470		01 05/17/2010	110-0094-454.60-32	MEMORIAL DAY PARADE	750.00	

PREPARED 05/10/2010, 16:46:27  
 PROGRAM: GM339L  
 CITY OF ELMHURST, ILLINOIS  
 CITY

EXPENDITURE APPROVAL LIST  
 AS OF: 05/17/2010 CHECK DATE: 05/20/2010

BANK: 01

VEND NO	VENDOR NAME		BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0006350	56TH VIRGINIA INFANTRY							
						VENDOR TOTAL *	750.00	
0018809	722/730 WALNUT ST LLC							
722 WALNUT	000420		01	05/17/2010	110-4021-425.80-05	WIRELESS RADIO ALARM	1,500.00	
						VENDOR TOTAL *	1,500.00	
0018808	727 N CHURCH LLC							
727 CHURCH ST	000419		01	05/17/2010	110-4021-425.80-05	WIRELESS RADIO ALARM	1,500.00	
						VENDOR TOTAL *	1,500.00	
						TOTAL EXPENDITURES ****	2,232,478.22	
						GRAND TOTAL *****		2,232,478.22



# CITY OF ELMHURST

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

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

May 10, 2010

TO: Mayor DiCianni and Members of the City Council  
RE: Bid Results, Levee Maintenance Improvements Project, 09-20

In response to an invitation to bid for the City of Elmhurst Levee Maintenance Improvements Project, 09-20 advertised in the Elmhurst Independent on Wednesday, April 7, 2010, bids were received from four contractors. All bid packages were complete.

Bids were opened at 10:00 a.m. on Tuesday, May 4, 2010 by the City Clerk. The following is a summary of the bids received:

<u>Contractor</u>	<u>Bid Price</u>
V3 Construction (Woodridge, IL)	\$897,195.00
DuPage Topsoil (Wheaton, IL)	\$1,133,934.70
Front Range (McHenry, IL)	\$1,465,997.00
Kenneth Group (Bolingbrook, IL)	\$1,054,717.00

Respectfully submitted,

*Patty Spencer*  
Patty Spencer  
City Clerk



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CITY CLERK  
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CITY TREASURER  
**THOMAS P. BORCHERT**  
CITY MANAGER

May 10, 2010

TO: Mayor DiCianni and Members of the City Council  
RE: Bid Results, 2010 Contract Paving Project 10-02

In response to an invitation to bid for the City of Elmhurst 2010 Contract Paving Project 10-02 advertised in the Elmhurst Independent on Wednesday, April 21, 2010, bids were received from nine contractors. All bid packages were complete.

Bids were opened at 10:00 a.m. on Tuesday, May 4, 2010 by the City Clerk. The following is a summary of the bids received:

<u>Contractor</u>	<u>Bid Price</u>
Arrow Road Construction (Mt. Prospect, IL)	\$2,355,402.67
Brothers Asphalt Paving (Addison, IL)	\$2,263,868.81
DiNatale Construction Inc. (Addison, IL)	\$2,447,392.45
G&M Cement (Addison, IL)	\$2,485,406.40
Johnson Paving (Arlington Heights, IL)	\$2,654,773.55
K-Five Construction (Lemont, IL)	\$2,585,963.16
Orange Crush LLC (Hillside, IL)	\$2,338,353.30
Schroeder Asphalt Services Inc. (Huntley, IL)	\$2,755,392.91
Triggi Constrecution (West Chicago, IL)	\$2,826,920.35

Respectfully submitted,

*Patty Spencer*  
Patty Spencer  
City Clerk



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THOMAS P. BORCHERT  
CITY MANAGER

May 12, 2010

To: Mayor DiCianni and Members of the City Council

Re: Traffic Study for the Maple and First Street Area

It is respectfully requested that the attached request from Aldermen Pezza and Gutenkauf regarding a traffic study for the Maple and First Street area be referred to the Public Affairs and Safety Committee for their review, evaluation and subsequent recommendation for City Council action.

Respectfully submitted,

Thomas P. Borchert  
City Manager

/pd  
Attachment

Copies To All  
Elected Officials

5-13-10

May 13, 2010

To: Mayor Peter DiCianni and Members of the City Council

Re: Traffic Study for the Maple and First Street area

Traffic and parking on Maple Street between First and Second Streets has been and will continue to be affected by construction of the new parking deck at First and Larch Streets. Parking is currently allowed on both sides of Maple and appears to contribute to traffic congestion and other problems during peak commuter hours. We believe a thorough review of traffic and parking along this stretch is now warranted and recommended that the Public Affairs and Safety Committee complete a review and offer a recommendation for City Council consideration.

Respectfully Submitted,

Paula Pezza  
Alderman Ward 1  
Diane Gutenkauf  
Alderman Ward 1



# CITY OF ELMHURST

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THOMAS P. BORCHERT  
CITY MANAGER

May 10, 2010

To: Mayor DiCianni and Members of the City Council

Re: Bike Parking Ordinance for Commercial, Industrial and Institutional Zoning

It is respectfully requested that the City Council authorize the Development, Planning and Zoning Committee to review and report their findings on the attached recommendation from the Elmhurst Bike Task Force relative to their suggestion that the City Council consider a bike parking zoning ordinance as it contributes to the mission of Elmhurst becoming a Certified Bike Friendly Community.

Respectfully submitted,

Thomas P. Borchert  
City Manager

/pd  
Attachment

Copies To All  
Elected Officials

5-13-10

**From:** Robert Hoel <bob.hoel@comcast.net>  
**To:** Tom Borchert <tom.borchert@elmhurst.org>  
**Date:** 5/5/2010 10:09 AM  
**Subject:** Fwd: Bike Parking Ordinance  
**Attachments:** Elmhurst Bike Task Force - Bike Parking Ordinance\_Zoning.doc

Tom,

Could you give me an update on when this will be going to the Planning and Zoning Committee?

Bob Hoel  
Chair  
Elmhurst Bike Task Force  
bob.hoel@comcast.net  
630-279-8510

Begin forwarded message:

> From: Robert Hoel <bob.hoel@comcast.net>  
> Date: April 12, 2010 5:02:53 PM CDT  
> To: Tom Borchert <tom.borchert@elmhurst.org>  
> Subject: Bike Parking Ordinance

> Mr Borchert:

> Over the past several months the Bike Parking and Storage Committee of the Elmhurst Bike Task Force has evaluated the need for bike parking around our city. In order to be proactive they have decided, with the concurrence of the Bike Task Force, that Elmhurst should adopt a Bike Parking Ordinance. Such an ordinance would require that any new construction or re-construction evaluate whether or not bike parking is appropriate for that project. Further, if it is appropriate it would establish recommended types of bike parking and the quantity of bikes that it should accommodate.

> Examples of such an ordinance have been gathered from work done by Dean Massey of the American Planning Association at the request of John Said last year. These include the neighboring suburbs of Naperville and Wheeling, IL, as well as Urbana, IL.

> The attached letter from Steve Hier outline these documents. The enclosed memory stick contains these documents. (Memory stick will be conveyed at our meeting this evening.)

> We respectfully request that this work be referred to the appropriate standing committee of the Elmhurst City Council for action.

> Bob Hoel  
> Chair  
> Elmhurst Bike Task Force  
> bob.hoel@comcast.net  
> 630-279-8510

4/12/2010

From: Steve Hier  
Elmhurst Bike Task Force  
Subject: Bike Parking Ordinance/Zoning Information  
Files Attached (about 5.8 mb):

***Elmhurst Bike Task Force - Bike Parking Ordinance\_Zoning.doc***

(This document with my comments and excerpts from the APA document)

***APA-Bicycle parking requirements - zoning.doc***

(letter from Dean A. Massey, PAS researcher, includes more links to other sites with information about bike parking - zoning ordinances)

***Naperville-Bike\_Parking\_Zoning-Ordinance.doc***

(excerpts from Naperville Zoning Ordinance site)

***WheelingIL-Bikes-19\_11\_010\_F-ZoningCode.pdf***

***WheelingIL-BikeRacks-AppendixB.pdf***):

***Urbana-Article-8.pdf***

***BikePark\_Guidelines.pdf***

(Bike rack and parking guide and recommended racks)

***Localbike-Parking.pdf***

(107 page document on implementing bike improvements etc. Page 92 contains a sample bike parking ordinance from Madison, Wisconsin)

Most of the information presented here is from an "American Planning Association" (APA) letter from Dean A. Massey, PAS Researcher (***APA-Bicycle parking requirements - zoning.doc***). This document presents a number of examples of bicycle parking requirements for cities noted as well as general guide lines of requirements and equipment. Some of the documents and web sites were not available to me because of a lack of membership in the organizations - they might be available to members of the zoning department. Please review the APA document for more information.

The list below includes items I have reviewed and could be used as examples for an Elmhurst bike parking ordinance. These include attached files, links, etc from Naperville, Wheeling, Urbana, Portland, Oregon, and Madison, Wisconsin.

***Naperville, IL (Naperville-Bike Parking Zoning-Ordinance.doc).***

Unfortunately I don't seem to be able to get to the site again where I obtained the information in the above file. The complete information should be available at the link below.

Naperville (Illinois), City of. 2008. *City Code*. Title 6: Zoning Regulations. Chapter 9: Off-Street Parking. 6-9-7 Supplemental Standards for Bicycle Parking. Available at <http://www.sterlingcodifiers.com/IL/Naperville/08009000000009000.htm>

- Bicycle parking required for most uses.
- Includes procedures for shared bike parking.

Wheeling, IL (*WheelingIL-Bikes-19 11 010 F-ZoningCode.pdf & WheelingIL-BikeRacks-AppendixB.pdf*):

Wheeling (Illinois), Village of. 2008. *Zoning Code*. Chapter 19-11. General Development Standards. 19.11.010. Off-Street Parking and Loading. Available at:

<http://www.vi.wheeling.il.us/Services/CommunityDevelopment/Planning/ZoningCode.pdf>

- See subsection F. Bicycle Parking Regulations, which starts on p. 121 of the PDF.
- The village also has an illustrated guide to its parking requirements at:  
<http://www.vi.wheeling.il.us/services/CommunityDevelopment/Planning/ZoningCodeInChapters/AppendixB.pdf>

Urbana, IL (*Urbana-Article-8.pdf*). See VIII-7, Table VIII-6 & Figure VIII-7:

Urbana (Illinois), City of. *Zoning Ordinance*. Article VIII. Parking and Access. Section VIII-7. Bicycle Parking. Available at:

[http://www.city.urbana.il.us/urbana/community\\_development/planning/Zoning/Article-8.pdf](http://www.city.urbana.il.us/urbana/community_development/planning/Zoning/Article-8.pdf)

Portland, Oregon - very nicely accessible web site with lots of good information:

Portland (Oregon), City of. Office of Transportation. Bike Parking Facilities Guidelines. Available at

<http://www.portlandonline.com/transportation/index.cfm?&a=58409&c=34813>

- Portland is one of the most bike-friendly communities in the United States.
- General guidelines for bike parking, including the city's long-and short-term parking requirements for various uses.

Also more information is included in the ISTE document "Implementing Bicycle Improvements at the Local Level" (*Localbike-Parking.pdf*), including a sample bike parking ordinance from Madison, Wisconsin (page 92).

U.S. Department of Transportation, 1998. Publication No. FHWA-98-105. "Implementing Bicycle Improvements at the Local Level." Available online at

[http://safety.fhwa.dot.gov/PED\\_BIKE/docs/localbike.pdf](http://safety.fhwa.dot.gov/PED_BIKE/docs/localbike.pdf).

- This 107 page resource offers an overview of the basic challenges faced in bicycle planning. This may be a logical starting point.
- Section on bicycle parking begins on pg. 92.
- Note inexpensive bicycle rack design (with dimensions) on pg. 97.
- Note sample bike parking ordinance from Madison, Wisconsin—including minimum size, aisle width, and number of required spaces—on pg. 99.

The information in the "Bike Parking Guidelines" (*BikePark\_Guidelines.pdf*) makes a lot of sense. A problem with using it in an Elmhurst ordinance is that many of our present bike parking equipment doesn't meet the guidelines presented. Some of the zoning ordinances above such as Wheeling excerpts in their requirements.

Association of Pedestrian and Bicycle Professionals, 2002. "Bicycle Parking Guidelines". Available online at

- This eight-page document focuses on the [http://drusilla.hsrc.unc.edu/cms/downloads/BikePark\\_Guidelines.pdf](http://drusilla.hsrc.unc.edu/cms/downloads/BikePark_Guidelines.pdf). fundamentals of bicycle parking. Short but to-the-point.
- Covers locations of racks, minimum dimensions, and recommended/disrecommended rack types.



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CITY TREASURER  
**THOMAS P. BORCHERT**  
CITY MANAGER

May 12, 2010

To: Mayor DiCianni and Members of the City Council

Re: Review of Street Signage on Oak Street

It is respectfully requested that the attached request from Aldermen Shea and Leader regarding a review of street signage on Oak Street be referred to the Public Works and Buildings Committee for their review, evaluation and subsequent recommendation for City Council action.

Respectfully submitted,

Thomas P. Borchert  
City Manager

/pd  
Attachment

**Copies To All  
Elected Officials**

5-13-10

May 12, 2010

To: Mayor DiCianni and Members of the City Council

Re: Review of Street Signage on Oak St.

The residents on Oak St. are having issues with the signage on Oak St. designed to detour Berens Park parking from their street. Attached is their petition to revisit and possibly change signage.

Therefore, it is respectfully requested that the City Council authorize the Public Works Committee to review this matter.

Respectfully submitted,

Norm Leader  
2<sup>nd</sup> Ward Alderman

Pat Shea  
2<sup>nd</sup> Ward Alderman



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CITY TREASURER  
**THOMAS P. BORCHERT**  
CITY MANAGER

May 13, 2010

To: Mayor DiCianni and Members of the City Council

Re: Gladys Avenue SSA Sidewalk Improvements

It is respectfully requested that in response to the attached petition, the Gladys Avenue resurfacing project, in conjunction with the aforementioned sidewalk improvements, be referred to the Public Works and Buildings Committee for their review, evaluation and subsequent recommendation for City Council action.

Respectfully submitted,

Thomas P. Borchert  
City Manager

/ekvdw  
Attachment

**Copies To All  
Elected Officials**

5-13-10



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CITY TREASURER  
**THOMAS P. BORCHERT**  
CITY MANAGER

May 12, 2010

To: Mayor DiCianni and Members of the City Council

Re: All-Circo, Inc., Public Affairs and Consulting Services

This office, with significant input from Mayor DiCianni, has been evaluating the notion of consulting services for the City of Elmhurst relative to much needed legislative action on numerous issues affecting the City of Elmhurst. Although resulting in significant success over the years and favorable recent outcomes, it is my conclusion that the past practices of Mayor/Manager meetings with area legislators and legislative leaders in Springfield, coupled with the Council of Government initiatives through the DuPage Mayors and Manager Conference and the Illinois Municipal League, leaves too much to chance and some areas unaddressed. These unaddressed areas are best covered, in my opinion, with a presence in Springfield on a day-in, day-out basis when legislators are in session and with a firm that is also working on other Elmhurst issues when the legislature is not in session. Only with that presence are there assurances that Elmhurst's areas of concern, legislative needs and legitimate requests for State grant assistance for worthy projects get a fair and complete hearing.

Mayor DiCianni and I have met with numerous firms that are highly regarded, respected and have a proven and effective track record. The firm, however, that has been evaluated as best suited to meet Elmhurst's needs is the All-Circo, Inc. Public Affairs and Consulting Firm led by Mr. John J. Kelly Jr., President. A proposal from All Circo, Inc. is attached.

It is respectfully requested that the City Council authorize the Finance, Council Affairs and Administrative Services Committee to review and advise on the consulting, lobbying proposal from the All-Circo, Inc. firm to serve the City of Elmhurst for the City fiscal year 2010-11.

Respectfully submitted,

Thomas P. Borchert  
City Manager

/pd  
Attachment

**Copies To All  
Elected Officials**

5-13-10



## AGREEMENT FOR SERVICES

May 13<sup>th</sup>, 2010

The Honorable Peter "Pete" DiCianni  
Mayor, City of Elmhurst  
209 N. York Street  
Elmhurst, IL 60126

Dear Mayor DiCianni,

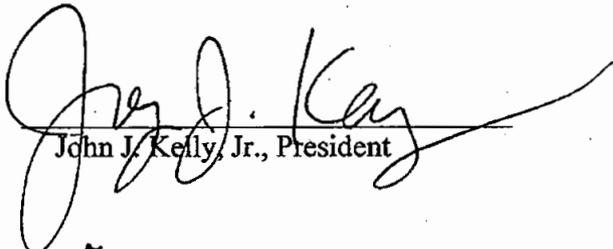
All-Circo, Inc. (ALL-CIRCO), a government relations and strategic business development firm, agrees to provide the following services to the City of Elmhurst (CLIENT):

1. The term of this Agreement shall be from May 17<sup>th</sup>, 2010, through November 17<sup>th</sup>, 2010.
2. Throughout the six month term of this Agreement, ALL-CIRCO shall perform the services herein specified as an independent contractor and not as an employee of CLIENT. As such independent contractor, it is also understood and agreed that ALL-CIRCO shall perform such services only at the direction of CLIENT or as CLIENT shall otherwise specify. ALL-CIRCO's primary contact on this matter shall be John Kelly. CLIENT's primary contact shall be Mayor DiCianni.
3. It is understood and agreed that ALL-CIRCO shall provide the following services for the City of Elmhurst: Representation on behalf of CLIENT before the State of Illinois including, but not limited to, all offices and agencies under the direction of the Governor of Illinois, the General Assembly, and the Illinois Department of Transportation.

4. It is understood and agreed that the scope of services to be rendered pursuant to this paragraph 3 does not include the rendering of any legal services or legal representation of CLIENT.
5. For services rendered as provided in paragraph 3 of this Agreement, CLIENT agrees to pay ALL-CIRCO the sum of \$5,000 per month.
6. All statements for services rendered in accordance with this Agreement shall be submitted for payment to CLIENT on a monthly basis. Any expenses incurred shall be borne by ALL-CIRCO unless prior approval is granted by CLIENT.
7. ALL-CIRCO shall comply with applicable law with respect to registration and other matters required by law in order to lobby on behalf of CLIENT. All activities shall be in compliance with the highest ethical standards.
8. This Agreement is not contingent upon the passage or defeat of any specific legislation, nor upon the final version or content of any legislation.
9. In recognition of the unique rights and duties of the parties to this Agreement, the parties hereby waive any and all rights to transfer or assign the rights and duties of this Agreement.

If the terms and conditions set forth in this Agreement are acceptable, please make this a binding Agreement by signing where indicated. Please sign both copies of this Agreement, retaining an original for your files and returning a signed original to All-Circo. Inc.

ALL-CIRCO, INC.

By  \_\_\_\_\_  
John J. Kelly, Jr., President

Dated 5-13-10

CITY OF ELMHURST

By \_\_\_\_\_  
The Honorable Peter "Pete" DiCianni  
Mayor, City of Elmhurst

Dated \_\_\_\_\_



# CITY OF ELMHURST

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

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

May 10, 2010

TO: Mayor DiCianni and Members of the City Council

**RE: Bids, 2010 Contract Paving Program**

The Public Works and Buildings Committee met on Monday, May 10, 2010 to review bids for the 2010 Contract Paving Program. The nine (9) bids received from area contractors are summarized on Attachment "A".

The bids received will provide for the grinding and bituminous overlay of approximately five miles of asphalt streets and removal and replacement of approximately 21,000 lineal feet of curb and gutter. Other work will include utility structure adjustments, related storm sewer work, paving of driveway approaches, restoration of parkways, and traffic control.

The contract requires that the above work at each construction location shall be completed within 45 days from the date construction commenced at that location. The contractor is also required to maintain access to residential driveways at all times, with the exception of when the curb or a concrete driveway is actually poured or curing.

Brothers Asphalt Paving submitted the lowest responsible bid meeting all of the bidding requirements. Brothers Asphalt Paving completed the 2007 Contract Paving project for the City of Elmhurst in a satisfactory manner.

The bid includes \$1,362,541.08 to resurface four miles of asphalt streets. The remaining mile of residential paving is Vallette Street from Poplar Avenue to Spring Road, which will be funded through the American Recovery and Reinvestment Act (ARRA). To take advantage of the economy of scale, construction at several other locations was included in the Contract Paving project. The City has secured \$500,000 in funding through the Illinois Department of Transportation's Emergency Repair Program to complete approximately one mile of resurfacing on South York Street. The cost of this work is \$464,553.30.

Copies To All  
Elected Officials  
5-13-10

cc: P.W. and  
Bldg. Comm.

Mayor TPB  
Hughes Kopp  
5-6-10

Page 2

TO: Mayor DiCianni and Members of the City Council

RE: **Bids, 2010 Contract Paving Program**

Also, the City proposes to replace the curb and gutter and install new public sidewalk on the north side of Gladys Avenue at a cost of \$135,611.25. Additional work includes completion of approximately 3,000 square yards of asphalt patching, paving of the alley and cul-de-sac adjacent to the new Larch Avenue parking deck, and reconstruction of the One Room School House parking lot. Monies for this work have been provided in the FY10/11 Budget in the following accounts as described below:

<u>ACCOUNT DESCRIPTION</u>	<u>ACCOUNT CODE</u>	<u>BUDGET AMOUNT</u>	<u>BID AMOUNT</u>
2010 Street Resurfacing	110-6041-432-80-15	\$ 875,000	\$1,362,541.08
2009 Street Resurfacing – Carryover	110-6041-432-80-15	\$ 375,000	
York Street Improvements	GRANT	\$ 500,000	\$ 464,553.50
Spring Road Improvements	110-6041-432-80-15	\$ 90,000	\$ 87,180.00
Gladys Avenue Sidewalk	110-6048-513-80-34	\$ 160,000	\$ 135,611.25
Asphalt Patching	110-6041-432-30-02	\$ 70,000	\$ 70,000.00
	510-6052-501-30-02	\$ 30,000	\$ 30,000.00
	510-6056-502-30-02	\$ 20,000	\$ 20,000.00
Concrete Patching – curb and gutter	510-6052-501-30-11	\$ 10,000	\$ 6,483.75
Larch Avenue	530-0080-503-50-14	\$ 30,000	\$ 19,873.00
Pavement Striping	110-6041-432-3046	\$ 10,000	\$ 6,611.40
One Room Schoolhouse Parking Lot	110-7060-451-80-23	<u>\$ 60,000</u>	<u>\$ 61,014.83</u>
Totals		\$2,230,000	\$2,263,868.81

Page 3

TO: Mayor DiCianni and Members of the City Council

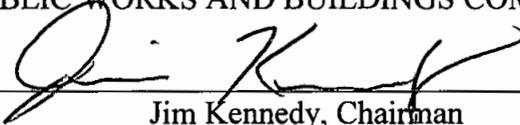
RE: **Bids, 2010 Contract Paving Program**

Please note the bid amount exceeds the project budget, however the bid includes curb and gutter and partial sidewalk replacement on Spring Road, totaling \$148,675.00. These items were recently added to the Spring Road Sidewalk Improvement project contract. These items will be removed from the paving contract which will reduce the total project cost to \$2,115,211.81 and a total budget amount of \$2,140,000.

It is, therefore, the recommendation of the Public Works and Building Committee that the low bid in the amount of \$2,263,868.81 from Brothers Asphalt Paving for the 2010 Contract Paving Program be accepted and the City attorney be authorized to draft a resolution for approving a contract with Brothers Asphalt Paving.

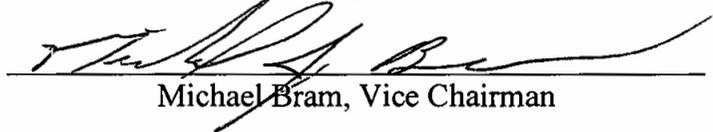
Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE



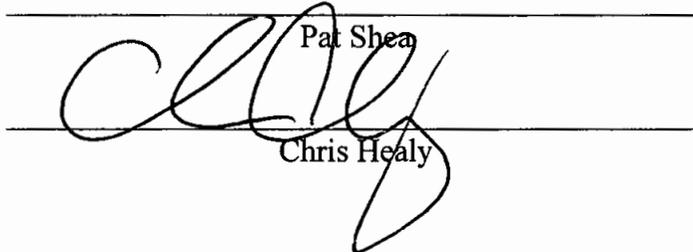
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Jim Kennedy, Chairman



---

Michael Bram, Vice Chairman



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Pat Shea



---

Chris Healy

## ATTACHMENT "A"

<u>Contractor</u>	<u>Total Price</u>
Brothers Asphalt Paving Addison, IL	\$2,263,868.81
Orange Crush Hillside, IL	\$2,338,535.30
Arrow Road Construction Mt. Prospect, IL	\$2,355,402.67
DiNatale Construction, Inc. Addison, IL	\$2,435,392.45
G&M Cement Construction Addison, IL	\$2,485,406.40
K-Five Construction Lemont, IL	\$2,585,963.16
Johnson Paving Bloomington, IL	\$2,654,773.55
Schroeder Asphalt Services Huntley, IL	\$2,755,392.91
Triggi Construction West Chicago, IL	\$2,826,920.35



# CITY OF ELMHURST

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CITY TREASURER  
THOMAS P. BORCHERT  
CITY MANAGER

May 10, 2010

TO: Mayor DiCianni and Members of the City Council

RE: **Levee Maintenance Improvements Project**

The Public Works and Buildings Committee met on Monday, May 10, 2010 to review bids received for the Levee Maintenance Improvements Project. The bids are summarized on Attachment "A".

The City owns and maintains a levee which was constructed in the early 1990's to combat a repeat of the 1987 flooding event. The levee system includes embankments, flood walls, and interior drainage systems, all working together to protect the area that would otherwise be inundated by the 100 year flood. There are four segments in the Elmhurst levee system totaling approximately 7,000 lineal feet and five storm sewer pumping stations to evacuate drainage behind the levee. The National Levee Safety Act of 2007 requires that all levees be certified in order to be mapped as a FEMA accredited levee.

The project shall include raising the elevation of the existing earthen levee an average of 8 inches and the elevation of portions of the existing flood wall by approximately 1 foot; removal of trees and woody vegetation within 15 feet of the levee; restoration with native and turf grasses; and other related work. The levee protects approximately 1400 homes in southwest Elmhurst. The work is necessary to obtain certification of the levee; without it FEMA will place these homes back into the floodplain.

V3 Construction Group of Woodridge, IL, submitted the lowest responsible bid meeting all of the bidding requirements. V3 Construction Group's bid was \$897,195.00. V3 Construction Group has completed similar work for the DuPage County Stormwater Management Division, Glenview Park District and Lake County Forest Preserve in a satisfactory manner.

Monies have been provided in the FY 2010/11 Budget in the amount of \$1,000,000 in account number 305-6041-432-80-22.

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cc: P.W. and  
Bldg. Comm.

Mayor TPB  
Hughes Kopp  
5-6-10

Page 2

TO: Mayor DiCianni and Members of the City Council

RE: **Levee Maintenance Improvements Project**

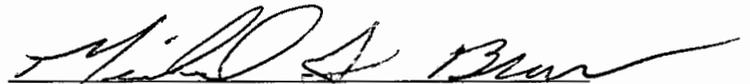
It is, therefore, the recommendation of the Public Works and Buildings Committee that the bid from the lowest responsible bidder, V3 Construction Group in the amount of \$897,195.00, be accepted, and the City attorney be authorized to draft a resolution for approving a contract with V3 Construction Group.

Respectfully Submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE



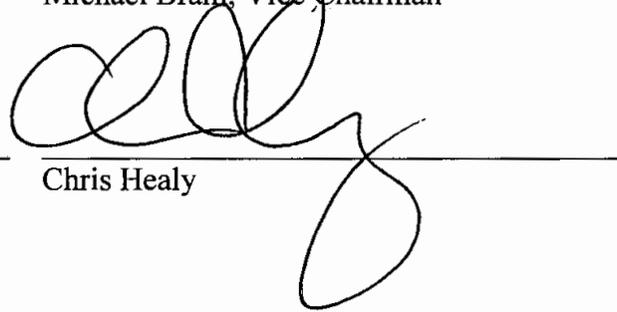
Jim Kennedy, Chairman



Michael Bram, Vice Chairman



Pat Shea



Chris Healy

**LEEVE MAINTENANCE IMPROVEMENTS PROJECT**

**ATTACHMENT "A"**

<u>Contractor</u>	<u>Total Price</u>
V3 Construction Group Woodridge, IL	\$897,195.00
Kenneth Group Bolingbrook, IL	\$1,054,716.85
DuPage Topsoil, Inc. Wheaton, IL	\$1,133,934.70
Front Range Environmental McHenry, IL	\$1,465,998.02



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CITY TREASURER  
**THOMAS P. BORCHERT**  
CITY MANAGER

May 10, 2010

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

**RE: Levee Certification – Additional Design Work**

The Public Works and Buildings Committee met on Monday, May 10, 2010 to review the request for extra design and documentation work by Engineering Resource Associates (ERA) to complete the certification of the levee in accordance with the Federal Emergency Management Agency (FEMA) requirements.

The City owns and maintains a levee which was constructed in the early 1990's to combat a repeat of the 1987 flooding event. The levee system includes embankments, flood walls, and interior drainage systems, all working together to protect the area that would otherwise be inundated by the 100 year flood. There are four segments in the Elmhurst levee system totaling approximately 7,000 lineal feet and five storm sewer pumping stations to evacuate drainage behind the levee. The National Levee Safety Act of 2007 requires that all levees be certified in order to be mapped as a FEMA accredited levee. The City is required to have all improvements designed and constructed with as-built drawings complete and a levee certification report to FEMA by July 2010.

The amendment to the engineering contract is to provide additional and necessary design and documentation towards the certification of the levee and to provide additional coordination with City staff and residents concerning the proposed levee construction work. The additional time and services identified are for meetings and coordination in the field with the residents and contractor, permit submittal to DuPage County for compensatory storage, additional structural/geotechnical testing and design during construction, preparation of additional risk analysis documents for Butterfield Road and cross sectional earthwork calculations to document contractor quantities for payment. These additional services from ERA total \$31,605 for a new contract value of \$198,645, see attached proposal.

ERA is a well respected firm in the field of hydraulics and hydrology and is one of the only firms in the region that has actually performed a levee certification previously. ERA has completed similar work for the City of Elmhurst in a satisfactory manner. ERA's hourly rates and overheads have been compared to rate and overhead charges from other professional engineering companies for similar services and are found to be very competitive.

Monies have been provided in the FY 2010/11 Budget in the amount of \$200,000 in account number 305-6041-432-80-22.

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5-13-10

cc: P.W. and  
Bldg. Comm.

Mayor TPB  
Hughes Korp  
5-6-10

Page 2

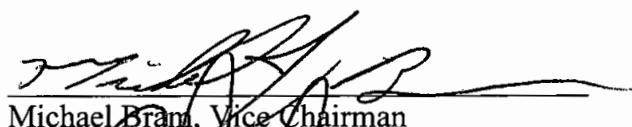
TO: Mayor DiCianni and Members of the City Council  
RE: **Levee Certification – Additional Design Work**

It is, therefore, the recommendation of the Public Works and Buildings Committee that the extra work proposal from ERA to perform engineering services to design and oversee construction of the projects necessary to allow for the certification of the Elmhurst levee in the amount of \$31,605.00 for a total contract value of \$198,645.00, be accepted, and the City attorney be authorized to draft a resolution for approving the amendment to the contract with ERA.

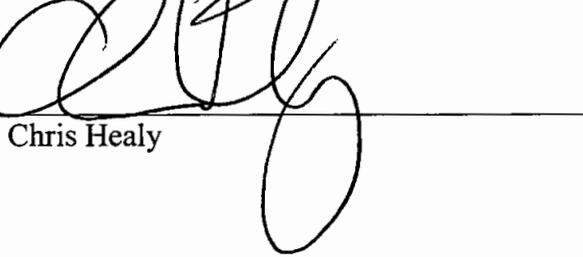
Respectfully Submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE

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

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

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

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



**ENGINEERING RESOURCE ASSOCIATES, INC.**  
Consulting Engineers, Scientists, & Surveyors

April 21, 2010

Mr. Michael J. Hughes, P.E.  
Director of Public Works  
City of Elmhurst  
209 N. York St.

Subject: Extra Work Authorization; ERA Contract 290308.B0  
Levee Maintenance Improvements Project

Dear Mike:

This amendment has been prepared in accordance with our meetings with City staff, visits to the project site, and our discussions with the Federal Emergency Management Agency (FEMA) and the Army Corps of Engineers (COE).

Based on our discussions with City staff, the FEMA and COE an amendment to the subject contract is proposed to provide additional and necessary design and documentation towards the certification of the levee in accordance with FEMA requirements, and to provide additional coordination with city staff and residents concerning the proposed levee construction work. The following is a detailed summary of work not anticipated in the original agreement approved on December 1, 2010. The categories and numbering are as found in the original agreement.

**DESIGN ENGINEERING**

1. *Meetings / Coordination* – Additional field visits are anticipated to coordinate the project with residents, utilities, and to address certification and design issues that the federal agencies are requesting.
5. *Permit Assistance* – Raising the levee between the north end of the flood wall and Van Buren Street to meet minimum freeboard requirements will require the placement of fill within the county's mapped flood plain / floodway limits requiring the preparation of Tab 3 in the DuPage County Stormwater Management Permit application. ERA will meet with county permitting staff to determine Tab 3 submittal requirements for the Levee Improvement Project. The preparation of modeling in support of the flood fringe / floodway fill is assumed to be not necessary as the fill volume is small and sheltered from the floodway by the end of Van Buren Street. Compensatory storage will be provided within the City's Eldridge Park Compensatory storage facility. As the need for floodplain fill disqualifies the project from being considered strictly maintenance, a Federal Notice of Intent (NOI)

[www.eraconsultants.com](http://www.eraconsultants.com)

Warrenville  
3s701 West Avenue, Suite 150  
Warrenville, IL 60555  
T 630.393.3060  
F 630.393.2152

Geneva  
501 West State Street, Suite 203  
Geneva, IL 60134  
T 630.262.8889  
F 630.262.8698

Chicago  
10 South Riverside Plaza, Suite 1800  
Chicago, IL 60606  
T 312.683.0110  
F 312.474.6099

Champaign  
3002 Crossing Court  
Champaign, IL 61822  
T 217.351.6268  
F 217.355.1902

and accompanying Stormwater Pollution Prevention Plan (SWPPP) must be prepared for compliance with the Federal Clean Water Act as administered by the State.

DuPage County charges fees to recover review costs. Application fees associated with the submittal to DuPage County shall be provided by the City of Elmhurst.

7. *Structural / Geotechnical Design (new)* – As part of the levee assessment report produced by ERA it was noted that a short area of the levee near the intersection of Madison and Fairview streets appeared to have substandard compaction. In order to determine the extent of possible reconstruction four additional soil borings are necessary. It was also determined that a section of floodwall needed to be raised to meet the freeboard requirement necessary for accreditation. In order to ascertain adequate foundation strength of this wall and the other two floodwalls to bear the additional freeboard three foundation test pits (one at each wall) are required. Structural analysis and design to raise the floodwalls is also required.

#### SUBMITTAL TO FEMA

4. *Preparation of Certification Documents* – Where practicable the levee will be elevated to meet the FEMA minimum freeboard requirements for certification of the levee. Minimum freeboard requirements at St. Charles Road and Butterfield Road cannot be met without major modification to the roadways and bridges at these locations by the Illinois Department of Transportation. FEMA does allow for exceptions to the minimum freeboard requirements through an appropriate engineering risk and uncertainty analysis. ERA will coordinate with FEMA and the COE to ensure our analysis is in compliance with the intent of this exception. This will include a review of COE documents/guidance on appropriate levee risk and uncertainty analysis, obtain and review the most current DuPage County's PVSTATS flood frequency analysis, provide for one alternative risk and uncertainty analysis other than the PVSTATS based on COE/FEMA guidance, and the preparation of documents in support an exception to the current minimum freeboard requirements in 44CFR 65.10. ERA will also prepare a map identifying the areas behind the levee that will be impacted should an exception not be granted by FEMA. FEMA is also requiring that a "Scour Analysis" of the floodwalls be performed as part of the Embankment Protection Analysis. ERA will certify the scour analysis through analyzing the foundation floodwall test pit results (Item 7 above), and floodwater velocities.

#### CONSTRUCTION ENGINEERING

- 3.A *General Documentation* – In finalizing the engineering and preparing the bid documents it was noted that it is difficult to accurately quantify the volume of topsoil that must be removed and re-spread, and to quantify the volume of clay that must be brought in to raise the levee, fill in animal burrows, and areas of root ball removal. The current contract provides for ERA's Resident Engineer to track quantities through gathering "load tickets" from the contractor in order to track quantities per the contractor's bid. ERA recommends re-measuring cross sections of the levee previously measured for the base plan after fill removal. This technique will allow for a more accurate and fair estimation of earthwork and eliminate any possible disputes with the contractor on work performed.

The work described in this agreement will be performed as expeditiously possible as weather and other physical conditions permit. The engineer shall not be liable to the client if delayed from



performing the work as specified here through any cause or causes beyond the control of the engineer and not caused by his own fault or negligence including acts of God or public enemy, weather conditions or acts of government.

### FEEES

Fees for engineering services described in this proposal are proposed on a cost plus, not to exceed basis using an hourly rate multiplier of 2.80 times direct staff payroll rates. Direct costs will be charged at their actual rate incurred with no markup. To the best of our knowledge, these extra services are necessary for the project to be taken to completion. Our total fee for these services is \$31,605.00.

A detailed summary of anticipated hours and fees and average hourly payroll rates is included on the following page.

We appreciate the opportunity to submit this proposal and we look forward to working with you on this important project. Please call us at (630) 393-3060 if you have any questions or comments.

Sincerely,  
ENGINEERING RESOURCE ASSOCIATES, INC.



Bruce Maki, CFM  
Project Manager



Lillian B. Prince, P.E., CFM, LEED AP  
Project Engineer



**EXTRA SERVICES**

(Categories and numbering correspond to that found in the original contract)

**DESIGN ENGINEERING**

1. <i>Meetings and Coordination</i>	25 hours	\$ 3,198
5. <i>Permit Assistance:</i>		
<i>Compensatory storage calculation</i>	3 hours	282
<i>Tab 3 Preparation</i>	10 hours	940
<i>NOI/SWPPP Preparation</i>	6 hours	480
7. <i>Structural/Geotechnical testing and design</i> (sub consultant task)		\$ 10,325

**SUBMITTAL TO FEMA**

4. <i>Preparation of Additional Certification Documents:</i>		
<i>Butterfield Road Engineering Risk Analysis</i>	50 hours	\$ 6,150
<i>Scour Analysis</i>	47 hours	\$ 4,250

**CONSTRUCTION ENGINEERING**

3.A <i>General Documentation:</i>		
<i>Cross Sectional earthwork calculations to document contractor performance/pay</i>	56 hours	\$ 5,980

<b>Additional Fee:</b>	<b>\$ 31,605</b>
<b>Original Contract Amount:</b>	<b><u>\$167,040</u></b>
<b>Total Fee:</b>	<b>\$198,645</b>



**Acceptance & Authorization  
Agreement for Engineering Services**

**between**

**The City of Elmhurst, Illinois  
&  
Engineering Resource Associates, Inc.**

**for**

**Levee Maintenance Improvements Project  
Extra Work**

Whereas Engineering Resource Associates, Inc. submitted a proposal dated April 21, 2010 for professional engineering services not anticipated in the original contract authorization dated December 1, 2009. Now therefore, the City of Elmhurst accepts said proposal and authorizes Engineering Resource Associates, Inc. to proceed with the work described therein in accordance with the procedures and conditions contained therein.

**Engineering Resource Associates, Inc.**

ATTEST:



\_\_\_\_\_  
Bruce Maki, C.F.M.  
Project Manager



\_\_\_\_\_  
Rodney A. Beadle, P.E., C.F.M.  
President

**Acceptance & Authorization  
City of Elmhurst**

ATTEST:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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

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

May 10, 2010

To: Mayor DiCianni and Members of the City Council

RE: **Liquor License change for Cuvee Cellars**

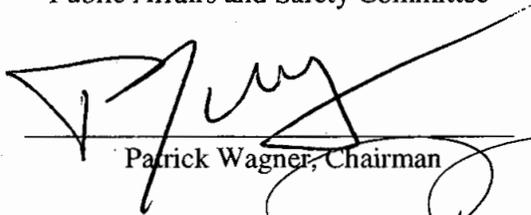
The Public Affairs and Safety Committee met on May 10, 2010 to discuss a change in liquor license classification for Cuvee Cellars, located at 545 S. Spring Road.

Cuvee Cellars currently holds liquor licenses in the "WBB" and "PL" categories, allowing for the retail sale of bottled wines, beer and premium spirits not for consumption on the premises where sold. Since the sale of premium spirits is such a small portion of their business, the owners have decided to eliminate the off premise sale of premium spirits. As a result, Cuvee Cellars would like to drop the "PL" license.

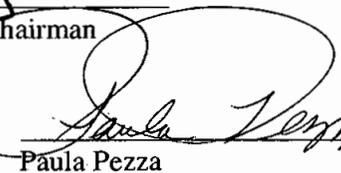
Cuvee Cellars is requesting the creation of a new liquor license in the "WBBS" class, to allow them to continue selling bottled wine and beer off premise and at the same time allow the on-premise sale of beer, wine and premium spirits. The owners of Cuvee Cellars feel that their establishment meets the required conditions of a "WBBS" class license in that their bar space is limited and they are not able to mix drinks. They are anticipating adding cognac, premium scotches and whiskeys, and other specialty spirits to their selections.

It is therefore the recommendation of the Public Affairs & Safety Committee to change the liquor license classification for Cuvee Cellars, 545 S. Spring Rd. by increasing the number of Class "WBBS" liquor licenses and reducing the number of "PL" and "WBB" licenses.

Respectfully submitted,  
 Public Affairs and Safety Committee

  
 Patrick Wagner, Chairman

Chris Nybo, Vice Chairman

  
 Paula Pezza

Copies To All  
 Elected Officials  
 5-13-10

**PUBLIC AFFAIRS &  
 SAFETY COMMITTEE**  
 TPB MAYOR  
 Kopp NEUBAUER  
 SPENCER  
 5/06/10



# CITY OF ELMHURST

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THOMAS P. BORCHERT  
CITY MANAGER

May 10, 2010

To: Mayor DiCianni and Members of the City Council

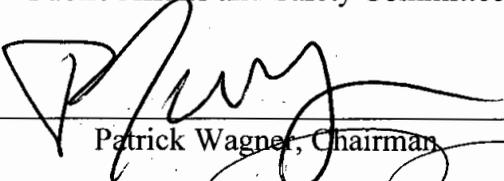
RE: **Disposition of Stop Sign Request  
Fair and Webster Avenues**

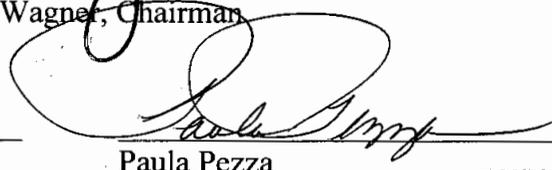
The Public Affairs and Safety Committee met on May 10, 2010 to discuss the status of the request for stop signs at the intersection of Fair and Webster Avenues.

In response to a neighborhood request, the City Engineering Division performed a study at the subject intersection. The request was for yield or stop signs at the intersection. Staff review finds moderate sight distance between 70 and 110 feet and two right-angle collisions within a 12-month period in 2009. According to "Proposed Warrants for Low Volume Intersection Traffic Control", this intersection meets the warrants for a two-way stop control. Staff recommendation is to install stop signs on the Webster Avenue approaches to Fair Avenue. 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 ordinance be drafted and adopted by the City Council to provide stop signs on the Webster Avenue approaches to Fair Avenue.

Respectfully submitted,  
Public Affairs and Safety Committee

  
Patrick Wagner, Chairman



Chris Nybo, Vice Chairman

Paula Pezza

agenda//pa&s/2010 reports/Stop Sign request Fair and Webster

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5-13-10

**PUBLIC AFFAIRS &  
SAFETY COMMITTEE**  
TPB MAYOR  
KOPP NEUBAUER  
SPENCER  
05/06/10



# CITY OF ELMHURST

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THOMAS P. BORCHERT  
CITY MANAGER

May 11, 2010

To: Mayor DiCianni and Members of the City Council

Re: Parking Fee Review

The Finance, Council Affairs and Administrative Services Committee met twice, most recently May 10, 2010, to review parking fees.

The Parking System Fund is classified as an Enterprise Fund (business like activity) in the City's annual financial report. Parking fees are a user fee and the revenue generated should cover all of the associated expenses necessary to operate, maintain and improve the parking system. Parking expenses include: salaries and benefits for administration and enforcement of the system; operating expenses such as electricity, postage, supplies and snow removal; repairs and maintenance; depreciation; and capital including collection machines, vehicles and improvements to the parking lots and decks. The proposed increase in parking fees is necessary at this time to adequately fund expenses that continue to increase. The 2010/11 approved budget includes the proposed increase in rates.

The parking system provides services to business owners and employees, commuters, shoppers and visitors to the central business district. The system is made up of approximately 597 permit spaces, 65 employee reserved permit spaces, 663 daily fee spaces and 855 three hour free shopper/visitor spaces. The First Street Deck is projected to open in July, which will add approximately 250 parking spaces to the system, and an additional 39 spaces will be available along the railroad in June.

In addition to the financial review of the Parking System Fund and the review of the different types of users and number of parking spaces provided, the Finance, Council Affairs and Administrative Services Committee also reviewed the parking fee study provided by staff (see attached survey). The survey results indicate that the proposed increase in fees are justified when compared to the rates being charged by other communities that are comparable to Elmhurst. Staff explained that the lease agreements between the City and Metra for the two parking decks and the daily coin parking along the Metra tracks require that all fee increases associated with this parking must be approved by Metra. It was noted that the City requested to raise the fee to \$2.00, and Metra has approved the increase (see attached letter). Proposed fee increases for monthly, quarterly, and overnight parking are based proportionately on the daily fee increase; the annual parking fee includes a \$25 discount compared to purchasing four quarterly passes.

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Elected Officials  
5-13-10

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May 11, 2010

To: Mayor DiCianni and Members of the City Council

Re: Parking Fee Review

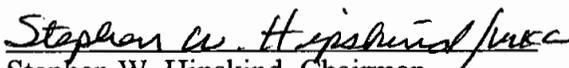
Based on the financial review and the comparison of fees of other communities, the Finance, Council Affairs and Administrative Services Committee recommends the following parking fee increases:

<u>Type of parking Fee</u>	<u>Current Fees</u>	<u>Proposed Fees</u>
Daily (coin spaces)	\$ 1.50	\$ 2.00
Monthly Pass (coin spaces)	\$ 30.00	\$ 40.00
Quarterly Permit	\$ 75.00	\$100.00
Annual Permit	\$300.00	\$375.00
Monthly Overnight Pass	\$ 15.00	\$ 20.00

Current parking fee revenue from the existing spaces generates approximately \$477,000. The implementation of the proposed fee schedule would generate approximately \$152,000 in additional revenue on an annual basis. Because the quarterly permits are based on the calendar year, it is recommended that the new fees be effective as of July 1, 2010.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council approve the proposed parking fee increases and direct the City Attorney to prepare the appropriate ordinance for implementation of the proposed fees effective July 1, 2010.

Respectfully submitted,  
FINANCE, COUNCIL AFFAIRS AND  
ADMINISTRATIVE SERVICES COMMITTEE

  
Stephen W. Hipkind, Chairman

  
Mark A. Mulliner

  
Kevin L. York, Vice Chairman

  
Diane Gutenkauf

**Municipal Parking Survey Summary of Results**  
**City of Elmhurst, February 2010**

<u>Municipality</u>	<u>Daily</u>	<u>Monthly</u>	<u>Bi-Monthly</u>	<u>Quarterly</u>	<u>Semi-Annual</u>	<u>Annual</u>
Arlington Heights	\$1.50	\$30-40				
Aurora (Rt. 59)	\$2.00					
Bartlett	\$1.00			\$75.00		
Bellwood	\$1.00	\$20.00		\$50.00		\$200.00
Bensenville	\$1.50					
Berkeley	\$1.00					
Buffalo Grove	\$1.75		\$50.00			
Cary	\$1.25			\$79.50		
Clarendon Hills	\$5.00	\$90 resident \$110 non-res				
Crystal Lake	\$1.35 (Res) \$1.50 (Non)					
Deerfield	\$1.50				\$150 res, \$215 non-res	
Des Plaines	\$1.50	\$30.00				
Downers Grove	\$3.00			Belmont \$80 res \$110 non-res, Main \$80, Fairview \$75 res, \$105 non- res		\$200.00
Elburn	\$1.25					
<b>Elmhurst</b>	<b>\$1.50</b>	<b>\$30.00</b>		<b>\$75.00</b>		<b>\$300.00</b>
Geneva	\$1.50, \$1.25 overflow lot			\$100.00		
Glen Ellyn	\$1.50			\$85 close to station \$70 further out		\$340 close to station \$280 further out \$300 (Res) \$400 (Non)
Glenview	\$2.00					
Hanover Park	\$1.00	\$20.00				
Harvard	\$1.50					
Hinsdale	\$3.00				\$310 resident, \$330 non- resident @ W. Hinsdale	
Itasca	\$1.25			\$50 res, \$75 non- res		
LaGrange	\$3.00	\$25-\$45 depending on location				
Lake Forest	\$3.00					\$213 res, \$626 non-res, \$180 employee
Lemont	\$1.00			\$50.00		\$196.00
Lisle	\$3.00			\$96.00		
Lockport	\$1.00			\$60.00		

**Municipal Parking Survey Summary of Results  
City of Elmhurst, February 2010**

<u>Municipality</u>	<u>Daily</u>	<u>Monthly</u>	<u>Bi-Monthly</u>	<u>Quarterly</u>	<u>Semi-Annual</u>	<u>Annual</u>
Lombard	\$1.25			\$75, \$150 premium lot		
Morton Grove	\$1.50					
Mount Prospect	\$1.50					\$360 \$90 (Emp)
Naperville	\$2.00			Kroehler \$110 res, \$135 non-res; Parkview/Burlington \$120		
Naperville Rte 59	\$2.00			\$120 res, \$145 non-res		
Northbrook	\$1.00					
Palatine	\$2.00	\$40.00		\$120.00		
Prospect Heights	\$1.50	\$30.00				
River Forest	\$1.50	\$20/\$35 depending on location				
Roselle	\$1.50	\$27 North/ South Lots \$15 Maple Ave		\$66 North/ South Lots \$36 Maple Ave		\$240 North/ South Lots \$132 Maple Ave
Schaumburg	\$1.25	\$21.00		\$53.00		
Vernon Hills	\$1.75		\$55.00			
Villa Park	\$1.50			\$82.50		
Waukegan	\$2.00	\$30.00				
West Chicago	\$1.25			\$75.00		
Western Springs	\$2.00				\$150 res, \$180 non-res	
Westmont	\$2.00			\$75.00		
Wheaton	\$1.50			\$60, \$75 non-res at College Ave		
Wheeling	\$1.50	\$30.00				
Winfield	\$2.00			\$90.00		
Winnetka	\$3.00				\$100 res, \$220 non-res	



April 6, 2010

Thomas P. Borchert  
City Manager  
City of Elmhurst  
209 North York Street  
Elmhurst, Illinois 60126

Dear Mr. Borchert:

I've received your letter dated February 1, 2010, requesting approval to increase daily fee commuter parking rates for parking lots located at the UP-W Elmhurst Metra station.

Metra staff has thoroughly reviewed your request and concurs that the daily parking fee increase to \$2.00 per day is reasonable for the surface and structure commuter parking lots.

As a reminder, the revenue collected from the commuter parking fees is required to be deposited into a fund for operation, maintenance and future improvements to the commuter lots.

If you have any questions, please feel free to contact me at (312) 322-6738.

Sincerely,

Holly Lown  
Senior Division Director  
Legislative & Community Affairs

cc: L. Corrao, Metra

cc: M. Kapp

~~M. G...~~

T. T...

RECEIVED

APR 7 2010

CITY OF ELMHURST

Handwritten notes and initials: a large bracket on the right side, 'Page 1' written vertically, and initials 'MS' and 'a/s' at the bottom right.



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

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

May 11, 2010

To: Mayor DiCianni and Members of the City Council

Re: DuPage Mayors and Managers Conference 2010 Legislative Action Program

The Finance, Council Affairs and Administrative Services Committee met several times, most recently May 10, 2010, to review the DuPage Mayors and Managers Conference (DMMC) 2010 Legislative Action Program (attached).

Annually, the DMMC develops a Legislative Action Program (LAP) to provide direction and guidelines for Conference activity. DMMC member communities generally endorse all or part of the LAP by resolution. The Finance Committee has reviewed the LAP and endorses the program with the following exceptions:

1. Page 5 – Remove Pension Levies from Tax Cap – The Finance Committee noted that this initiative is not applicable to City of Elmhurst.
2. Page 7 – Protect Authority for Red Light Camera Enforcement – The Finance Committee does not support the Red Light Camera Program in the State of Illinois.
3. Page 8 – FOIA Commercial Requests – The Finance Committee supports this initiative but recommends that the State establish a funding system to assist municipalities with the cost of document imaging and document management systems.

The Finance Committee noted that many LAP initiatives related to providing broader revenue authority to non-home rule municipalities. It is the consensus of the Finance Committee to recommend support of the 2010 LAP with the above exceptions.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Committee that the City Council direct the City Attorney to prepare a resolution to approve the DuPage Mayors and Managers Conference 2010 Legislative Action Program with the exceptions as stated above.

**FINANCE, COUNCIL AFFAIRS &  
 ADMINISTRATIVE SERVICES COMMITTEE**

*Mayor* 5-6-10 *Kopp*  
*Treasurer* *Gastin*  
*Borchert* *Tresven*

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 Elected Officials**

5-13-10

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May 11, 2010

To: Mayor DiCianni and Members of the City Council

Re: DuPage Mayors and Managers Conference 2010 Legislative Action Program



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Stephen W. Hipskind, Chairman



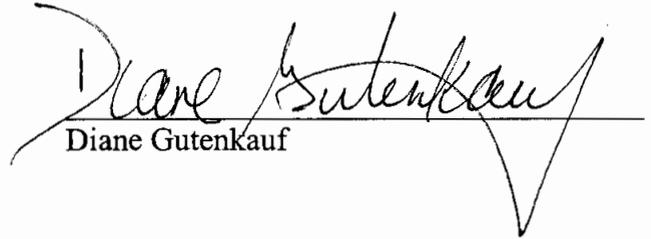
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Mark A. Mulliner



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Kevin L. York, Vice Chairman



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Diane Gutenkauf

# DMMC LAP

DuPage Mayors and Managers Conference  
Legislative Action Program  
2010

# CONFERENCE OFFICERS AND LEGISLATIVE COMMITTEE

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President, Village of Bloomingdale

**Vice President, David Brummel**  
Mayor, City of Warrenville

**Secretary/Treasurer, David Cook**  
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**Executive Director, Mark A. Baloga**

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**Deputy Director, Joseph Breinig**  
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**Rick Glaser**  
Trustee, Village of Carol Stream

**Dave Hulseberg**  
Manager, Village of Lombard

**Kenneth Johnson**  
Mayor, City of Wood Dale

**Fred Kimble**  
Assistant Manager, Village of Westmont

**Jack Knight**  
Management Analyst, Village of Woodridge

**Sylvia Layne**  
Trustee, Village of Addison

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Assistant Village Manager, Wood Dale

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Attorney, Village of Downers Grove

**Jeff Pruyn**  
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**Marilyn Schnell**  
Commissioner, Village of Downers Grove

**Gayle Smolinski**  
Mayor, Village of Roselle

# INTRODUCTION

Founded June 19, 1962, the DuPage Mayors and Managers Conference is a council of 33 municipal governments in DuPage County, Illinois. Each member municipality is represented by its mayor and manager as voting delegates. The Conference is a not-for-profit organization supported by membership dues and grants.

The purpose of the Conference is to foster intergovernmental cooperation among municipalities and between municipalities and other levels of government; to provide research and technical assistance in the development of solutions to local problems presented by member municipalities; to articulate positions and, when appropriate, implement solutions to regional, state and countywide problems; to serve as an information clearinghouse for member municipalities; to provide training and educational programs designed to foster leadership development and an understanding of municipal issues; to uphold and advocate principles of effective local government and to otherwise lessen the burdens of government.

This document represents municipal positions on state and federal issues affecting local government and the DuPage Mayors and Managers Conference's desire to build and maintain a collaborative partnership between state and local government as we serve our common constituency.

The Legislative Action Program is divided into three parts.

**Legislative Principles** represent the basis and underpinnings of our legislative effort and provide a guide for legislative review. They help understand how legislative positions are developed, and they serve as a benchmark to evaluate the impact of legislative proposals on municipalities.

**Legislative Priorities** are those specific, important issues that the Conference pursues either through drafting and sponsoring legislation; or through strong advocacy in cooperation with other municipal organizations. Legislative Priorities have always been the primary focus of our legislative efforts.

**Legislative Position Statements** are expressions of support or opposition on issues that affect municipalities. They can be legislative proposals that re-appear frequently and generate some efforts by the Conference to educate legislators of the pros/cons of the issues; or they may never arise during the legislative year. They generally require less time and effort than Legislative Priorities, though on occasion, they may become more significant and require more time and effort from the Conference.

The second year of the 96th General Assembly has begun. This will be an interesting and difficult year due to the growing budget deficit. While it would seem the legislature and the Governor would give their full attention to the state's financial meltdown, there will be plenty of time to consider more pension sweeteners. The 2010 Legislative Action Program continues to promote the needs and concerns of DuPage municipalities. This year, however, members will especially keep a close eye on potential efforts that might direct municipal revenues to help bail out the state.

# LEGISLATIVE PRINCIPLES

The DuPage Mayors and Managers Conference has always advocated on behalf of municipalities. It is a central purpose of the Conference and an important service provided by the organization.

These Principles represent our core values. They reflect the important elements that are necessary to permit municipalities to serve residents effectively and to protect the health, safety, and welfare of the community. They are the basis for the priorities and policies adopted by the Conference and its members. They explain how and why municipalities take positions on legislative issues.

## PROTECT MUNICIPAL REVENUES

Local governments are challenged to fund essential services with existing resources. Local revenue sources are limited and restricted by the state. Many revenues are dependent on state authorization, collection and distribution. Municipalities are often threatened with revenue diversions (both permanent and temporary) and state fee increases (beyond the value of the service provided). In recent times, municipalities have completely lost revenue sources through actions of the state (sales tax on truck sales, photo processing tax). **The state should not balance its budget on the backs of municipalities, and should not disrupt local budgets by removing or reducing local revenues.**

## REJECT UNFUNDED STATE MANDATES

The state should avoid policies that impose disproportionate responsibilities on local governments or increased financial liability without recognizing and financing the impact of those policies. Too often, legislation requires communities to divert local expenditures from municipal responsibilities and use them to fund state-imposed programs. This is not about the need or efficacy of the program, but rather, about the decision of the state to abdicate responsibility for funding the state's program. **State policies should not impose new obligations on local governments or increase financial liability without providing adequate funds to reimburse municipalities for these new mandates.**

## RESPECT HOME RULE AUTHORITY

There are nearly 200 home rule municipalities in Illinois. Home rule municipalities have self-governance authority to serve these communities and to customize laws to meet the specific needs of citizens. Locally elected officials in those home rule communities are able to determine what is best for their communities and the state should not limit home rule authority. The distinction between home rule and non-home rule communities should be removed to recognize the ability of all municipalities to govern themselves, regardless of population. **The state should not restrict or over-ride home rule authority or the authority of residents to govern their communities.**

## **PRESERVE THE RIGHT OF MUNICIPALITIES TO MANAGE EMPLOYEES AND DETERMINE WAGES AND BENEFITS**

In most municipal operating budgets, nearly three-fourths of expenditures are for personnel. Certainly good wages and benefits are important, but must be balanced with other municipal spending priorities. In recent years, state-mandated pension and benefit increases have stretched local government budgets and forced service reductions and tax increases. Pensions, especially, have burdened municipalities as the legislature adds more and more benefits. These increases and pension sweeteners increase the tax burden to residents and must be reined in. Additionally, mandated rules on how employees are hired, managed, paid and disciplined interfere with the employer/employee relationship. **The state must preserve the authority for all decisions impacting employees to be made by the municipal employer.**

## **PRESERVE LOCAL AUTHORITY**

Freedom to make decisions at the local level is the best way that municipalities can fully serve their unique constituencies. Activities such as franchising, zoning, issuing permits and licenses, and local code enforcement are fundamental responsibilities of local governments. Furthermore, policies should not undermine or preempt local authority to protect the health, safety and welfare of local residents. Preemptive policies constrain the ability of local elected officials to tailor policies to local needs and demands. The state must reject laws that erode local decision-making authority.

## **PROTECT THE PUBLIC RIGHTS-OF-WAY AND ADVANCE THE MODERNIZATION OF PUBLIC UTILITIES**

Regulated public utilities provide municipalities with necessary services and commodities. In order to deliver these services and commodities, regulated public utilities utilize the public rights-of-way. Municipalities, residents and commercial interests should have a role in the decisions affecting this land both as interested parties and as customers of the regulated public utility. Regulated utilities must become more open to new technologies, new approaches and new behaviors to become better partners with municipalities and residents; and must also develop a proactive culture of customer service, open communications, reliability, and addressing localized matters of importance.

# LEGISLATIVE PRIORITIES

# PUBLIC SAFETY PENSION REFORMS

*Additional reforms to the police and fire pension systems are needed to protect the pension systems and the obligations to police officers and firefighters, while recognizing the growing stress these pensions place on municipalities and their residents.*

In 2008, the legislature adopted proposals from municipalities that would bring improved accountability, ethics, professionalization of fund management, conflict-of-interest restrictions, and public disclosure of pension board activity. These reforms were important and overdue - but more still needs to be done. The Conference is proposing four more reforms to further improve the operations of public safety pension boards without altering in any way the pension benefits that are guaranteed to either pensioners or current employees.

- **Remove Pension Levies from Tax Cap** - Because of previous state-mandated pension increases, combined with current economic conditions, it is imperative to have pension costs removed from the tax cap for non-home rule communities. Pension mandates are funded entirely by local communities, requiring diversions from other municipal services and employee reductions. The economy in the past six months suggests municipal officials should expect unprecedented low returns on investment portfolios. The ability of local governments to keep public safety pensions adequately funded will be greatly eroded without a change to the pension levy restrictions.
- **Municipal Right-of-Intervention in All Pension Board Matters** - Municipalities used to have the right to appear before police and fire pension boards to provide evidence that might contradict a disability claim, or to aid in the determination regarding whether a pension benefit should be awarded. That right was taken away by the courts, and it needs to be restored by the General Assembly.
- **Permissive Authority for Police and Fire Pension Boards to Invest Funds in IMRF** - Downstate and suburban police and fire pension boards are restricted to certain investments based upon the fund's size. This proposal would allow pension boards to voluntarily elect to invest money with IMRF. Because IMRF is professionally managed and subject to far fewer investment restrictions, police and fire pension boards electing to allow IMRF to invest their money may benefit from potentially greater investment returns. Data from the Illinois Department of Financial and Professional Regulation has shown most funds are underperforming. Allowing these funds to invest money with IMRF would enhance their potential to meet assumptions, and may potentially relieve municipalities from overly burdensome contributions.
- **Blended Salary Average for Pension Calculations of Newly-Hired Police and Firefighters** - Police and firefighter pensions are determined based upon a calculation that includes years of service multiplied by creditable service multiplied by final salary. Public safety pensions use the salary earned by the employee on the last day of service as the final salary. Other municipal employees who participate in IMRF are subject to a similar formula. A significant difference, however, is that the final salary determination under IMRF is the highest four consecutive years out of the last ten years of an employee's career. The suggested statutory change would bring the police and fire pension funds into compliance with most other public pension systems established within Illinois (13 of 17). The change would only be applicable to police officers and firefighters hired after the effective date of the new law.

# AMEND THE PUBLIC SAFETY EMPLOYEE BENEFITS ACT

*It is necessary to amend the Public Safety Employee Benefits Act (PSEBA) to clarify and re-enforce the purpose of this important legislation. Without these changes, employees, taxpayers and local governments will experience excessive and unnecessary costs.*

The intent of this legislative initiative is to seek a sound, negotiated, legislative compromise to avoid fiscal strife and the possible cut back of other services and programs. It is not intended to limit or deny a catastrophically injured public safety employee, who is unable to work in any other gainful employment, from collecting their rightful health insurance benefits and other compensation.

PSEBA was enacted in 1997 and provides that municipal public safety employees who have been killed or sustain a "catastrophic injury" in the line-of-duty receive health insurance benefits for life from the municipality. These benefits include the employee's family.

In 2003, the Illinois State Supreme Court ruled that any police or fire employee who receives a line-of-duty disability pension is catastrophically injured and is entitled to the municipally-funded health insurance benefits for life. The definition set forth by the Illinois Supreme Court exposes financially strapped municipalities and taxpayers to huge health care liabilities by requiring municipalities to pay lifetime health insurance benefits for individuals (and their families) who are otherwise able to obtain gainful employment, sometimes at a higher rate of compensation; who have access to other health insurance benefits; and who are collecting a pension of 65% of their salary tax free.

A section of the Act provides that "health insurance benefits payable from any other source shall reduce the benefits payable under this section". This section does not require any notice to the municipality that the employee has subsequent employment or access to health insurance benefits from that subsequent employer nor does it require the employee to accept available health benefits from a subsequent employer.

The legislative initiative would propose to address the Act as follows:

- Define "Catastrophic Injury" in a manner consistent with the use of the term within the federal Public Safety Officers' Benefits Act of 1976. The federal law considers injuries "catastrophic" when they are defined as "consequences of an injury that permanently prevents an individual from performing any gainful work";
- Require the employee to give notice of new employment to the municipality;
- Require the employee to give notice if insurance benefits are available at subsequent employment;
- Require the employee to give notice if insurance benefits are available through a spouse's employment;
- When coverage from the subsequent employer or spouse is comparable (or greater) to the municipal coverage, require the employee to accept this coverage if no unreasonable hardship is faced; and
- When coverage from the subsequent employer or spouse is less favorable than municipal coverage, seek to require the disabled employee to accept this coverage if the municipality provides separate additional coverage or compensation so that the total benefits received by the employee are comparable (or greater) than the municipal coverage.

# PROTECT AUTHORITY FOR RED LIGHT CAMERA ENFORCEMENT

*The Conference supports the continued use of red light camera enforcement for municipalities to address important and significant public safety concerns.*

In 2006, legislation was amended to add DuPage County, along with other collar counties, to the list of jurisdictions that could enforce violations of traffic code offenses using cameras. This tool, initially used only in the City of Chicago, but implemented around the world, has had significant success in reducing traffic accidents.

- A 2005 study of the Raleigh, North Carolina red light camera program conducted by the Institute for Transportation Research and Education at North Carolina State University compared "before" and "after" red light camera intersection data and found right-angle crashes *dropped by 42 percent*, rear-end crashes *dropped by 25 percent* and total accidents *dropped by 22 percent*.
- A 2007 study of speed cameras on Arizona State Route 101 in Scottsdale found a 50 percent reduction in the total crash frequency, with injuries *falling by 40 percent*. However rear-end collisions increased by 55 percent.
- The Insurance Institute for Highway Safety has found that cameras have been shown to substantially reduce red light violations. Institute evaluations in Fairfax, Virginia and Oxnard, California showed that camera enforcement *reduced red light running violations by about 40 percent*. In addition to reducing red light running at camera-equipped sites, violation reductions in both communities carried over to signalized intersections not equipped with red light cameras, indicating community-wide changes in driver behavior. An Institute evaluation of red light cameras in Philadelphia, Pennsylvania, found that after red light violations were reduced by 36 percent following increased yellow signal timing, the addition of red light cameras further *reduced red light violations by 96 percent*. In addition to reducing red light violations, cameras have been shown to reduce intersection crashes. In Oxnard, California, significant city-wide crash reductions followed the introduction of red light cameras, and injury crashes at intersections with traffic signals were *reduced by 29 percent*. Front-into-side collisions - the crash type most closely associated with red light running - *were reduced by 32 percent overall*, and front-into-side crashes involving injuries *were reduced by 68 percent*. ***An Institute review of international red light camera studies concluded that cameras reduce red light violations by 40-50 percent and reduce injury crashes by 25-30 percent.***

Red light camera enforcement in Illinois has come under attack recently in newspapers and demonstrations opposing its use - often focusing on the enforcement of right-turns-on-red. These foes of the cameras have determined that municipalities should disregard enforcement of provisions in the vehicle code. (One wonders what other provisions of the vehicle code they would determine unworthy of enforcement?)

The Conference is willing to consider and support changes to the existing legislation to address some of the concerns and make improvements in the operations of the program. These could include such enhancements as review of all citations by a police officer; a video recording of all right-turn-on-red citations; timing of the amber light set in accordance to IDOT specifications; and ability for those who receive citations to contest the ticket by mail or in person.

## **FOIA - COMMERCIAL REQUESTS**

*The Conference supports an amendment to the new FOIA legislation (P.A. 98-0542) to authorize municipalities to deny commercial requests under FOIA or, alternatively, to charge for the full market-value of the records.*

Municipalities understand the vital role that open government plays in our democratic process. Municipalities support and facilitate individuals seeking to learn more about their government and participate in the public debate. While "transparency" is an overused word, municipalities truly do strive to permit the public to see and understand the operations and actions of their government.

Beginning on January 1, 2010, sweeping changes to the state's Freedom of Information Act (FOIA) will go into effect. The changes will have a substantial impact in the way that municipalities process and handle requests for records. At the same time, municipalities are being asked to provide more services with less resources, further increasing the burden created by such provisions as the five-day requirement for responses. Throughout the legislative process, the Conference expressed significant concerns with this legislation. These concerns center around the ability of municipalities to be able to comply with the requirements of the new changes. The implementation of the new changes could be cumbersome at best. One of the biggest burdens that communities face is the issue of commercial requests.

Under the new changes to FOIA, public bodies must respond to FOIA requests that are made for commercial purposes. While there is some greater flexibility in the time limits, municipalities must still provide the information and may not charge more than the de minimis fee allowed for noncommercial requests. IN EFFECT, THE RESIDENTS OF THE COMMUNITY CONTRIBUTE THEIR TAXES TO PROVIDE INFORMATION TO COMMERCIAL ENTERPRISES.

The purpose of any open-records law is to promote democracy and increase transparency. But often, commercial enterprises try, instead, to use these laws for the purpose of getting free marketing information. This practice imposes extreme burdens on public bodies. These commercial requests are often large and complex, and they require substantial resources to process. They divert time, attention and resources from responding to more legitimate records requests. And they often ask for personal or private information, the disclosure of which would not be in the best interest of Illinois' citizens.

It is hoped that by eliminating the onus of responding to complex, costly, and unnecessary requests, public bodies will see less of a burden under the new law and will be able to concentrate on providing better response to legitimate FOIA requests. The Conference proposes to prohibit all commercial requests for public records for commercial purposes.

If, however, the Legislature believes that commercial requests for public records should be funded by taxpayers, then the following provisions should be added to the Act:

- Exempt commercial requests from FOIA's time limits, while instead requiring a response in a reasonable time considering the size and complexity of the request;
- Charge a fee for providing records for commercial purpose that is based on the full cost of producing the records or the easily discernable commercial value of the record; and
- Impose treble damages for any person who fails to disclose or who improperly uses information gained from a FOIA request for commercial purposes.

## **WESTERN ACCESS - O'HARE AIRPORT**

*The Conference supports the continued improvement of O'Hare Airport including the access to the airport from the west, consisting of the Western Bypass and the Elgin-O'Hare Expressway.*

DuPage municipalities around O'Hare have joined together to promote and support the construction of the Elgin-O'Hare extension and Western Bypass. These road and airport improvements are expected to increase the annual gross regional product of the DuPage economy in 2006 dollars by \$3.6 billion in 2015 and more than \$10 billion in 2030.

These communities support IDOT Western Bypass Design 203 (north section of the Western Bypass to be constructed along a railroad right-of-way north of Elgin-O'Hare Expressway); and IDOT Western Bypass South Alignment "D" (brings the south leg of the proposed Western Bypass to the east of the existing rail corridor in Franklin Park).

In order to keep up with the O'Hare Modernization Program, design and engineering of these roads must begin soon to meet the proposed completion date of December 31, 2015.

IDOT does not currently have the funding necessary to complete the project within the proposed timeline. If necessary authorizations and funding are not forthcoming soon, other options must be considered.

A viable option is to work with the Illinois State Toll Highway Authority. The Authority has the ability to issue bonds and provide financing for this project. Municipalities are willing to pursue discussions with the Authority, and have already begun to review this approach.

Regardless of the option chosen, engineering and work must begin soon; and any legislative action that is necessary to move the project forward should be completed during the 2010 session.

# POSITION STATEMENTS

# STATE AND LOCAL FINANCE

## SUPPORT LOCAL FUNDING ALTERNATIVES

Support alternative revenue sources, which lessen reliance on the property tax. As one example, expand the Business and Occupation tax to allow municipalities to tax all businesses and occupations. Also, allow municipalities with no property tax base to levy an initial property tax without referendum.

## HOTEL MOTEL TAX REVENUE EXPENDITURE

Amend the Hotel Motel Tax to expand the use of funds by non-home rule municipalities.

## REGIONAL EQUITY

Assure that there is a reasonably close relationship between the amount of tax dollars raised within a municipality or county by state and regional agencies, compared to the amount of dollars or services returned to those municipalities and counties by those state and regional agencies.

## MUNICIPAL ADMINISTRATION OF MOTOR FUEL TAX FUNDS

Currently, Motor Fuel Tax (MFT) funds require significant oversight by the Illinois Department of Transportation. While this is appropriate for major projects, it is simply overkill for small projects. Municipalities have the expertise to handle contracting, finance, and clerical functions and could save the state and municipal governments money if routine maintenance and resurfacing projects were not subject to approval and supervision of the Department.

# LOCAL GOVERNMENT AUTHORITY

## NON-HOME RULE SALES TAX EXPENDITURE

Broaden allowable uses of referendum-approved sales tax increases to mirror the uses of the state-shared sales tax.

## REAL ESTATE TRANSFER TAX

Allow municipalities to enact or increase a real estate transfer tax without a referendum.

## OPEN MEETINGS ACT - E-MAIL/ELECTRONIC MEETING ATTENDANCE

Amend the Open Meetings Act to exclude the use of email in the definition of "meeting" (except when used as immediate electronic communication) and allow electronic meeting attendance in cases of non-emergencies and out-of-town vacations.

## OPEN MEETINGS ACT - NEW BUSINESS

Clarify the Open Meetings Act to explicitly authorize municipal boards to vote on items raised under "New Business".

## TORT REFORM

Protect the Tort Immunity Act from changes that create undue liability exposure for municipalites. For example, use agreed language that is embraced by all affected parties for any amendments.

## ADMINISTRATIVE ADJUDICATION

Allow prosecution of minor offenses through local administrative adjudication for non-home rule municipalities, and increase the limit for adjudication of civil fines up to \$1,000.

# **LOCAL GOVERNMENT AUTHORITY, CONTINUED**

## **ELECTION OF TAXING BODIES**

Require all special districts with taxing authority to have Board members that are elected, and not appointed.

## **MUNICIPAL CONTROL OF FOREIGN FIRE INSURANCE TAX**

Elected municipal officials, not fire department members, should receive, budget, and spend the revenues from the Foreign Fire Insurance Tax.

## **AUTHORIZATION FOR PART-TIME CODE ENFORCEMENT EMPLOYEES**

State statutes relating to housing codes, zoning ordinances, and nuisances for non-home rule communities require that a full-time municipal employee issue the citation for violations.

## **REGULATION AND LICENSING FOR PROPERTY MAINTENANCE**

Only home rule municipalities are permitted to establish property inspection systems, licensing and regulation of rental property managers, and licensing and regulation of landlords. These regulation and licensing programs promote compliance with building, housing, and zoning regulations; identify responsible parties and provide contact information to enforce violations of codes; and contribute greatly to keeping property values strong.

## **DELAY CHANGING MUNICIPAL COUNCIL DISTRICT BOUNDARIES**

With the 2010 census data estimated to be completed and reported by December 2010, this proposal will delay the redistricting of council districts until the 2013 election cycle.

## **PUBLISHING ORDINANCES AND NOTICES ON MUNICIPAL WEBSITES**

Municipal governments should be allowed to choose to publish local ordinances and notices on the community's website.

## **PERMISSIBLE OWNERSHIP OF EXCHANGE TRADED FUNDS (ETF)**

In order to address ethics issues, municipal officials who own a stock within an Exchange Traded Fund of not more than 1% of a corporation may still vote on issues involving the company without there being a conflict of interest.

# **PERSONNEL AND COLLECTIVE BARGAINING**

## **PREVAILING WAGE ACT**

Repeal or modify the Prevailing Wage Act to give municipalities more flexibility, and permitting limited local budgets to address the needs of local residents.

## **REGULATION OF CHARITABLE SOLICITATIONS ON BEHALF OF POLICE OR FIRE UNIONS**

Develop effective efforts to prevent fraud and misrepresentation by solicitors.

## **"CONFIDENTIAL EMPLOYEES" UNDER ILRA**

Legislation is necessary to include within the definition of "confidential employees" those secretaries and similar support staff working directly for certain management personnel and ensure that such employees are not considered "public employees" entitled to membership within a bargaining unit.

# **PERSONNEL AND COLLECTIVE BARGAINING, CONTINUED**

## **AMEND PUBLIC SAFETY PENSION BOARD TRAINING LEGISLATION**

The 2009 legislation (P.A. 96-0429) needs to be amended to permit training using current technology (on-line courses, webinars) and expand provisions to permit local community colleges to be certified to provide training.

## **WORKERS' COMPENSATION ACT - INFLUENCE OF DRUGS OR ALCOHOL**

Legislation is needed to amend the Workers' Compensation Act to provide that there is a rebuttable presumption that an employee who sustains an injury while under the influence of drugs or alcohol was outside the course and scope of the employee's employment and thus not entitled to benefits under the Act.

## **AMEND THE ILLINOIS LABOR RELATIONS ACT TO INCLUDE FINANCIAL ABILITY**

Amend the Act to include the interest and welfare of the public and the financial ability of the unit of government to meet costs as primary factors for consideration during interest arbitration.

## **UNEMPLOYMENT INSURANCE FOR SCHOOL CROSSING GUARDS**

Municipalities who employ school crossing guards are at a disadvantage because, unlike crossing guards employed by school districts, those employed by municipalities may file for unemployment insurance benefits during the summer recess or holiday recess. This inequity should be corrected to permit municipalities the same protection from unemployment claims.

# **PUBLIC SAFETY, UTILITIES & ENVIRONMENT**

## **ENFORCEMENT OF STATE LAWS UNDER LOCAL CODES**

Protect the authority of communities to enforce state statutes under local authority by enacting the state statute as a part of the municipal code.

## **INTEROPERABILITY FUNDING**

Encourage the federal government to provide additional funding for the implementation of interoperable radio systems to provide communications between emergency agencies.

## **NET METERING FOR WIND FARMS**

Legislation in 2008 provided that local governments are eligible to own and operate a wind generation turbine farm. However, to be effective, the statute must mandate net aggregate metering.

## **MUNICIPAL EXEMPTION FROM PROVIDING DEFIBRILLATORS IN PARKS**

Current law requires that indoor and outdoor physical fitness facilities have automatic external defibrillators (AED), and an individual trained in the use of the AED, on site. Public Act 95-0712 exempts park districts from this regulation - but not municipal park departments.

## **EXTENSION OF WIRELESS EMERGENCY TELEPHONE SAFETY ACT**

Public safety agencies and wireless carriers operating wireless 9-1-1 and wireless E9-1-1 systems require adequate funding to recover the costs of designing, purchasing, installing, testing, and operating enhanced facilities, systems and services necessary to comply with the wireless E9-1-1 requirements mandated by the Federal Communications Commission.

## **PUBLIC SAFETY, UTILITIES AND ENVIRONMENT, CONTINUED**

### **OPPOSE USE OF ETSB FUNDS TO PURCHASE AUTOMATED EXTERNAL DEFIBRILLATORS**

Emergency Telephone Service Boards have limited funds to support the police and fire agencies they serve. Diverting funds reduces the ability of public safety agencies to assure the availability of current equipment and technology.

### **ABILITY OF NON-HOME RULE MUNICIPALITIES TO TAX OUT-OF-STATE GAS**

While home rule municipalities can levy a tax on natural gas provided by out-of-state companies, non-home rule municipalities cannot levy the tax. Legislation is needed to authorize this important source of funding.

### **MUNICIPAL UTILITY AUDITS**

The state should not limit the ability of municipalities to audit the taxes that are due to communities from public utilities. Further, the utilities should be responsible for their errors in collecting and disbursing tax revenues. Municipalities should not be punished for the mistakes of the utilities.

### **MUNICIPAL SPEED LIMIT REDUCTION**

Permit municipalities to lower the speed limit to less than 35 mph in large lot and/or low populated areas.

### **RELIEVE MUNICIPAL RESPONSIBILITY FOR MEDICAL COSTS FOR SELF-INFLICTED INJURIES FOR ARRESTEES**

The County Jail Act should be amended to relieve municipalities for the responsibility for medical costs for self-inflicted injuries to arrestees.

### **PUBLIC SAFETY FEE INCREASES**

Municipalities should be allowed to add a \$20 fee to court costs for felon, misdemeanor, and traffic violations which would go to the local government making the arrest. In addition, prosecution fees for violations of municipal ordinances should be raised from \$10 to \$25.

### **REPAIR CONTRADICTORY LAWS FOR LOW SPEED VEHICLES ON MUNICIPAL ROADS**

Two legislative proposals approved by the Governor must be reconciled because they directly conflict. Legislation should prohibit the use of low speed vehicles on municipal roads unless the municipality votes to allow their use.

## **PLANNING, LAND USE & TRANSPORTATION**

### **REGIONAL AIR CAPACITY**

Planning for Regional Air Capacity should seek out the best and most efficient means to meet future demands for air travel while protecting the safety, well-being and housing of residents, businesses and travelers. The proposed third regional airport must advance immediately to meet the region's air travel needs.

### **SIGN REGULATION**

Protect municipal authority to regulate signs.

# **PLANNING, LAND USE AND TRANSPORTATION, CONTINUED**

## **LIMIT BILLBOARD REMOVAL COMPENSATION**

Support legislation to allow municipalities to continue using amortization as a form of "just compensation" when zoning makes a billboard a nonconforming use. Prior to a 2004 court decision, amortization was allowed. Since then, municipalities have been required to pay for removal of a billboard, regardless of age or condition.

## **EXPAND ALLOWABLE ANNEXATION BOUNDARIES**

Expand a municipality's rights with respect to involuntary annexations by adding railroad and utility rights-of-way as allowable boundaries.

## **LAND DISCONNECTION**

Prohibit the disconnection of land from a municipality without the approval of the city council or the village board.

## **WESTERN ACCESS**

Western Access for O'Hare Airport must be constructed as a meaningful "front entrance" to the facility, and any roadways and other infrastructure must be located within existing airport property. Adjacent municipalities must be involved in planning and development of Western Access and the resulting impact on those communities.

## **LOSS OF AFFORDABLE HOUSING**

O'Hare expansion as proposed would create a significant negative impact on the availability of affordable housing in DuPage County. This must be recognized as a crucial issue by policymakers at all levels and it is vital that the City of Chicago replace all affordable housing units in DuPage lost to O'Hare expansion.

## **SUPPORT NEGATIVE USE RESTRICTIONS**

Allow non-home rule communities to enact negative use restrictions that prevent "big box" stores that relocate outside a community from prohibiting another, similar business from locating at the previous site.

## **SPECIAL SERVICE AREAS FOR STORMWATER FACILITIES**

Allow the use of special service areas to provide maintenance and operations for drainage facilities that are the responsibility of homeowner associations.

## **LOCAL GOVERNMENT CEMETERIES**

The legislature should not impose onerous regulatory burdens on municipal cemeteries. Extending every single proposed regulatory requirement to also cover government-operated cemeteries is cost-prohibitive, intrusive, overly restrictive and wholly unnecessary considering that the purpose behind legislation resulted from an incident at a for-profit cemetery.

## **ADVERSE POSSESSION FOR SEWER AND WATER PIPES**

This would provide that the 20-year period that must pass before a municipality can assume ownership rights over a water or sewer pipe begins at the time the pipe is installed and not when the property owner first learns of the pipe.

# **PLANNING, LAND USE AND TRANSPORTATION, CONTINUED**

## **LOCAL GOVERNMENT QUICK-TAKE AUTHORITY**

Municipalities should be granted quick-take authority for the acquisition of land for specific purposes.

## **ALTERNATIVE SPECIAL SERVICE AREA DISCONNECTIONS**

Municipalities should be allowed to petition the circuit court for disconnection of territory from a special service area if the territory was added mistakenly and receives no benefit from the special service area.

## **ALLOW MUNICIPAL ANNEXATION OVER A CONSERVATION AREA**

Legislative authority is needed to permit municipalities to jump over a conservation area owned by a not-for-profit organization for the purpose of annexing the land on the other side.

## **SUPPORT THE RESTORATION OF FUNDING FOR THE COMPREHENSIVE REGIONAL PLANNING FUND**

The state budget should include an appropriation of \$5 million annually from the state General Revenue Fund for the Chicago Metropolitan Agency for Planning (CMAP) and comprehensive planning throughout Illinois. This state support for planning should not divert municipal revenues to provide these funds.

# CONFERENCE MEMBERSHIP HOME RULE STATUS AND POPULATION

MUNICIPALITY	CITY OR VILLAGE	HOME RULE *	POPULATION **
Addison	Village	Yes	36,946
Aurora	City	Yes	164,631
Bartlett	Village	Yes	41,402
Bensenville	Village	No	20,703
Bloomington	Village	Yes	22,854
Bolingbrook	Village	Yes	62,948
Burr Ridge	Village	No	11,259
Carol Stream	Village	Yes	40,738
Clarendon Hills	Village	No	7,610
Downers Grove	Village	Yes	49,403
Elmhurst	City	Yes	43,298
Glen Ellyn	Village	Yes	26,999
Glendale Heights	Village	Yes	31,766
Hanover Park	Village	Yes	38,278
Hinsdale	Village	No	17,940
Itasca	Village	No	8,302
Lisle	Village	No	23,506
Lombard	Village	No	43,894
Naperville	City	Yes	136,380
Oak Brook	Village	No	8,702
Oakbrook Terrace	City	Yes	2,300
Roselle	Village	No	23,115
St. Charles	City	Yes	31,834
Villa Park	Village	No	22,517
Warrenville	City	Yes	13,363
Wayne	Village	No	2,137
West Chicago	City	Yes	25,690
Westmont	Village	Yes	26,211
Wheaton	City	Yes	55,416
Willowbrook	Village	No	8,967
Winfield	Village	No	8,718
Wood Dale	City	No	13,535
Woodridge	Village	Yes	33,253
Total			1,175,343

\* Under the 1970 Illinois Constitution, any municipality of more than 25,000 is a home rule unit. Municipalities of 25,000 or less may elect by referendum to become home rule units. Similarly, home rule communities, regardless of population, may rescind home rule power by referendum. Home rule units enjoy broader powers to license, tax, incur debt, and generally regulate for the public health, safety, and welfare than do non-home rule units. The Constitution provides that the General Assembly may pre-empt home rule powers in many cases if it does so with the approval of an extraordinary majority (3/5 of the members) in each chamber. (Illinois Constitution, Article VII, Section 6)

\*\* Based on figures from the 2000 Federal Census, or special census conducted by municipality.

O-14-2010

**AN ORDINANCE AUTHORIZING THE CITY ELMHURST,  
DUPAGE AND COOK COUNTIES, ILLINOIS, TO BORROW FUNDS FROM THE  
WATER POLLUTION CONTROL LOAN PROGRAM**

**WHEREAS**, the City of Elmhurst, DuPage and Cook Counties, Illinois (the "City"), operates its sewerage system (the "System"), pursuant to and in accordance with the provisions of Article VII of the Illinois Constitution, the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, and the Local Government Debt Reform Act, 30 ILCS 350/1 *et seq.* (collectively, the "Act"); and

**WHEREAS**, the Mayor and City Council of the City ("Corporate Authorities") have determined that it is advisable, necessary and in the best interest of the public health, safety, and welfare to improve the System by construction and installation of the following:

**Wastewater treatment plant anaerobic digester improvements**

together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation (the "Project"), all in accordance with the plans and specifications prepared by the consulting engineers of the City, which Project has a useful life of fifty (50) years; and

**WHEREAS**, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is approximately Seven Million Five Hundred Sixty Thousand Dollars (\$7,560,000.00), and there are insufficient funds on hand and lawfully available to pay these costs; and

**WHEREAS**, the Corporate Authorities of the City have determined that it is advisable, necessary and in the best interest of the City to secure a loan (the "Loan") from the Water

Pollution Control Loan Program (the "Program") of the Illinois Environmental Protection Agency ("IEPA"); and

**WHEREAS**, the Loan shall bear an interest rate as defined by 35 Ill. Adm. Code 365, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 *et seq.*, at the time of the issuance of the Loan; and

**WHEREAS**, the principal and interest payments of the Loan shall be payable semi-annually, and the Loan shall mature in twenty (20) years, which is within the period of useful life of the Project; and

**WHEREAS**, the costs of the Project are expected to be paid for with the Loan to the City from the Program through the IEPA, the Loan to be repaid from revenues of the System (the "Dedicated Revenue Source") and the Loan is authorized to be accepted at this time pursuant to the Act; and

**WHEREAS**, the City has two outstanding low interest loans with the IEPA (the "Existing Obligations") which encumber the Dedicated Revenue Source; and

**WHEREAS**, the Dedicated Revenue Source is sufficient to satisfy the annual debt obligations of the Loan and Existing Obligations; and

**WHEREAS**, in accordance with the provisions of the Act, the City is authorized to borrow funds from the Program in the aggregate principal amount of Seven Million Five Hundred Sixty Thousand Dollars (\$7,560,000.00) to provide funds to pay the costs of the Project; and

**WHEREAS**, the Loan to the City shall be made pursuant to a loan agreement, including certain terms and conditions between the City and the IEPA (the "Loan Agreement").

**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. INCORPORATION OF PREAMBLES.** The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

**SECTION 2. DETERMINATION TO BORROW FUNDS.** It is necessary and in the best interests of the City to construct the Project for the public health, safety and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.*; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the City in the aggregate principal amount (which can include construction period interest financed over the term of the Loan) not to exceed Seven Million Five Hundred Sixty Thousand Dollars (\$7,560,000.00).

**SECTION 3. ADDITIONAL ORDINANCES.** The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the IEPA, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the Dedicated Revenue Source, so long as the maximum amount of the Loan as set forth in this Ordinance is not exceeded and there is no material change in the Project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable laws. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the City may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the City to pay the principal and interest due on the Loan to the Program without the written consent of the IEPA.

**SECTION 4. LOAN NOT INDEBTEDNESS OF THE CITY.** Repayment of the Loan to the IEPA by the City pursuant to this Ordinance is to be solely from the Dedicated Revenue Source, and the Loan does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation.

**SECTION 5. APPLICATION FOR LOAN.** The City Manager of the City is hereby authorized to make application to the IEPA for the Loan through the Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 365.

**SECTION 6. ACCEPTANCE OF LOAN AGREEMENT.** The Corporate Authorities hereby authorize acceptance of the offer of the Loan through the Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the funds obtained through the Loan shall be used solely for the purposes of the Project as approved by the IEPA in accordance with the terms and conditions of the Loan Agreement.

**SECTION 7. AUTHORIZATION OF MAYOR TO EXECUTE LOAN AGREEMENT.** The Mayor is hereby authorized and directed to execute the Loan Agreement with the IEPA and all such other documents as may be necessary to obtain the Loan. The Corporate Authorities may authorize by resolution a person other than the Mayor for the sole

purpose of authorizing or executing any documents associated with payment requests or reimbursements from the IEPA in connection with the Loan.

**SECTION 8. SEVERABILITY.** If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

**SECTION 9. REPEALER.** All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

Passed this \_\_\_\_ day of \_\_\_\_\_, 2010.

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

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

Published in pamphlet form  
this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

## COUNCIL ACTION SUMMARY

SUBJECT: Ordinance Authorizing Low Interest Loan from Illinois Environmental Protection Agency

ORIGINATOR: Finance Director/City Attorney

### DESCRIPTION OF SUBJECT MATTER:

Attached is an ordinance authorizing a low interest loan from the Illinois Environmental Protection Agency in an amount not to exceed \$7,560,000. The proceeds of the loan will be used for the construction and installation (including engineering, legal, financial and other related expenses) of Anaerobic Digest Improvements for the City's wastewater treatment plant. We recommend passage of this Ordinance.

At the regular meeting of the Elmhurst City Council on Tuesday, September 8, 2009 the attached Public Works and Buildings Committee report entitled *Qualification Based Selection for the Anaerobic Digester Design Engineer* was passed as part of the consent agenda. Said report discusses the need for this project to move forward as funding options.



# CITY OF ELMHURST

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

August 31, 2009

To: Mayor DiCianni and Members of the City Council

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

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

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

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

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

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

Copies To All  
Elected Officials

9-03-09

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

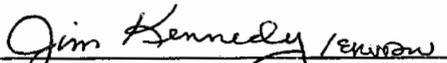
Staff has had several meetings with both Greeley & Hanson and Baxter & Woodman over the past few months to review the scope of the project, to discuss the operational concerns, as well as the capacity concerns that are being experienced at the Wastewater Treatment Plant. Both consultants made several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

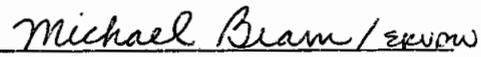
In the fiscal 2010 budget, staff projected engineering costs of \$110,000. However, the Baxter & Woodman proposal, which covers the entire solids handling train, is proposed at \$440,000. Normally, if a project is over budget, the project would be delayed until such time as funds are available. Due to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

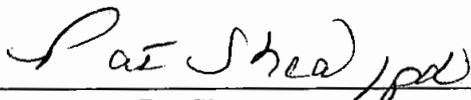
The Public Works and Buildings Committee recommends that Baxter & Woodman of Crystal Lake, Illinois be authorized to proceed with the design of the additional anaerobic digester and that the design is completed for application to IEPA by the March 31, 2010 deadline for stimulus dollars or revolving loan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

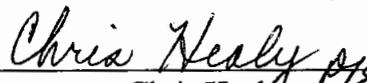
Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE

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

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

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

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

**MCO-12-2010**

**AN ORDINANCE AMENDING SECTIONS 36.09, ENTITLED  
"CLASSIFICATION OF LICENSES," 36.10, ENTITLED  
"TERMS; FEES," AND 36.11, ENTITLED "LIMITATION  
ON NUMBER OF LICENSES," ALL OF ARTICLE II, ENTITLED  
"RETAIL LICENSES," CHAPTER 36, ENTITLED  
"LIQUOR," OF THE MUNICIPAL CODE OF ORDINANCES OF  
THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS**

---

WHEREAS, the City Council of the City of Elmhurst is expressly authorized by Section 4-1 of the Illinois Liquor Control Act of 1934 (235 ILCS 5/4-1) to regulate, by general ordinance, the number, kind and classification of liquor licenses for the retail sale of alcohol within the City; and

WHEREAS, the City Council is further authorized to regulate the fees charged for each such license classification for the retail sale of alcoholic liquor within the City; and

WHEREAS, the City Council of the City of Elmhurst is further authorized to establish such further regulations and restrictions upon the issuance of and operations under the City's local retail liquor licenses not inconsistent with law as the public good may require; and

WHEREAS, the City Council of the City of Elmhurst find that it is necessary, desirable, proper and in the best interest of the City to amend Sections 36.09, 36.10 and 36.11 of Article II, entitled "Retail Licenses," of Chapter 36, entitled "Liquor," of the Municipal Code of Ordinances of the City of Elmhurst as hereinafter provided.

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

Section 1. Section 36.09, entitled "Classification of Licenses," of Article II, entitled "Retail Licenses," of Chapter 36, entitled "Liquor," of the Municipal Code of Ordinances of the

City of Elmhurst, as amended, is hereby further amended by adding thereto subsection 36.09(s) to read as follows:

“(s) A Class “DL” liquor license shall authorize the retail sale of alcoholic liquor by bona fide, social, fraternal, or religious organizations, only for consumption on the licensed premises and only for limited special events or special occasions not to exceed one hundred twenty (120) such events during each license year.

- 1) For purposes of this sub-section (s) a special occasion or a special event shall be defined as the sale or delivery of alcoholic liquor to patrons on the licensed premises between the hours of 6:00 a.m. on any Monday, Tuesday, Wednesday or Thursday and 12:45 a.m. on the following day, or between the hours of 6:00 a.m. on any given Friday or Saturday and 1:45 a.m. on the following day or between the hours of 12:00 noon on any given Sunday and 12:45 a.m. on the following day.
- 2) The holder of a Class “DL” retail local liquor license shall, no later than the last day of each month, provide the City Clerk with a written list of all scheduled special occasions or special events to be held at the licensed premises during the following month.
- 3) No Class “DL” local liquor license shall be issued to any person, partnership, corporation or club that does not first satisfy all requirements for issuance of a City of Elmhurst retail local liquor license as provided in this Chapter 36.

Section 2. Section 36.10, entitled “Terms; Fees,” of Article II, entitled “Retail Licenses,” of Chapter 36, entitled “Liquor,” of the Municipal Code of Ordinances of the City of Elmhurst, as amended, is hereby further amended by adding the following language at the end of subsection 36.10(c):

“The annual fee for a Class “DL” liquor license for 2010 shall be \$750.00; in subsequent years, the fee shall be increased in July of each year by an amount equal to the annual percentage increase in the Consumer Price Index (CPI) for the year immediately preceding.”

Section 3. Section 36.11, entitled "Limitation on Number of Licenses," of Article II, entitled "Retail Licenses," of Chapter 36, entitled "Liquor," of the Municipal Code of Ordinances of the City of Elmhurst, as amended, is hereby further amended by adding the following language at the end of Section 36.11:

"The number of Class "DL" liquor licenses shall not exceed one (1)."

Section 4. The remaining provisions of Section 36.09, Section 36.10 and Section 36.11 shall remain in full force and effect and unamended by this Ordinance.

Section 5. This Ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

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

## COUNCIL ACTION SUMMARY

SUBJECT: Ordinance – Amending Sections 36.09, Entitled “Classification of Licenses,” 36.10, “Entitled Terms; Fees,” and 36.11, Entitled “Limitation on Number of Licenses,” of Article II, Entitled “Retail Licenses,” of Chapter 36, Entitled “Liquor,” of the Municipal Code

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Amending Section 36.09, “Classification of Licenses,” to add a Class “DL” liquor license classification for the sale of alcoholic liquor for consumption on the premises of bona fide social, fraternal or religious organizations for special occasions or special events, subject to certain restrictions. A Class “DL” license limits the number of events to one hundred twenty (120) per year. The proposed ordinance also provides that a special event is defined as from the hour of opening to the hour of closing on any given day. Furthermore, no Class “DL” license shall be issued unless the applicant satisfies all City Code requirements for obtaining a liquor license including, but not limited to Bassett training and DRAM Shop insurance.

Amending Section 36.10, “Terms; Fees,” to add the annual fee for a Class “DL” liquor license for 2010 at \$750.00, with annual rate increases equal to the annual percentage increase in the Consumer Price Index (CPI) for the year immediately preceding.

Amending Section 36.11, “Limitation on Number of Licenses,” to add the number of Class “DL” liquor licenses not to exceed one (1).

A copy of the proposed ordinance is attached for the Council’s consideration.

MCO-16-2010

**AN ORDINANCE ESTABLISHING WASTEWATER TREATMENT  
RATES FOR PRIVATE WELL USERS**

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

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

**29.10 Wastewater Service Charges**

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

Unmetered wells:	\$74.87 (Bi-monthly rate)
Metered wells:	As set forth in Section 7.201 of the Elmhurst Municipal Code.

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

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

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

Passed this \_\_\_\_ day  
of \_\_\_\_\_, 2010.  
Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_

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

SewrRatesWellUserOrd10

**Copies To All  
Elected Officials**

05-13-10

COUNCIL ACTION SUMMARY

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

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Attached for Council consideration is an ordinance establishing wastewater treatment rates for those premises served by private wells. Wastewater treatment charges are based on water usage. In the case of privately owned wells, there is typically no water meter and thus no means for determining wastewater treatment usage and charges. There are currently twenty-four customers that have private wells. This ordinance establishes a flat bi-monthly fee for such service, which reflects a 15% adjustment that is consistent with the adjustment to wastewater treatment rates for those premises served by the City water system. The ordinance also provides that the procedures to be followed in the event of non-payment are the same as with premises connected to the City water system.

ZO-09-2010

**AN ORDINANCE GRANTING A CONDITIONAL USE FOR  
A "PUBLIC SERVICE SIGN" ON AN EXISTING BILLBOARD  
SIGN FOR PUBLIC EDUCATIONAL PURPOSES  
(ELMHURST STONE QUARRY – DUPAGE COUNTY)**

---

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

WHEREAS, Section 3.11 of the Elmhurst Zoning Ordinance sets forth the standards and procedures with respect to conditional uses; and

WHEREAS, the County of DuPage ("Applicant") is the owner of certain property commonly known as 100 North Route 83, Elmhurst, Illinois, and legally described on Exhibit "A," attached hereto and made a part hereof ("Subject Property"); and

WHEREAS, the Subject Property is wholly located within the C/R Conservation/Recreation Zoning District, the regulations of which allow a Public Service Sign as a conditional use; and

WHEREAS, the Applicant has submitted its application for a conditional use permit to allow the maintenance and adaptive re-use of the existing billboard sign as a "Public Service Sign" for public educational services on the Subject Property; and

WHEREAS, on February 11, 2010, the Zoning and Planning Commission conducted a public hearing at Elmhurst City Hall, 209 North York Street, Elmhurst, Illinois, in connection with the aforesaid application after notice of said hearing was duly given; and

WHEREAS, on March 11, 2010, the Zoning and Planning Commission deliberated the Applicant's request and on March 22, 2010, rendered its decision on the aforesaid conditional use application, recommending that the same be granted; and

WHEREAS, on April 26, 2010, the Development, Planning and Zoning Committee of the City Council considered the Zoning and Planning Commission's report and on April 27, 2010 recommended approval of the aforesaid conditional use; and

WHEREAS, all applicable requirements of Section 3.11 relating to the granting of conditional uses of the Elmhurst Zoning Ordinance have been met.

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

Section 1. That the recitals contained in the preambles hereto are incorporated as part of this Ordinance.

Section 2. That the City Council finds, in connection with the conditional use for a Public Service Sign that the detailed submittals provided and evidence submitted and adopted herein provide findings of fact:

A. That the establishment, maintenance, or operation of the conditional use will not be detrimental to, or endanger the public health, safety, morals, comfort or general welfare. *The proposed Public Service Sign is in a C/R Conservation/Recreation District and is not visible from any other property, and, therefore, will not have a negative affect on the public health, safety, morals, comfort or general welfare. The sign structure has existed at this location without evidence of a detrimental effect.*

B. That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. *The proposed Public Service Sign to be constructed and maintained on an existing billboard will not be injurious to properties in the immediate vicinity, nor will the proposed Public Service Sign negatively affect property values.*

C. That the establishment of the conditional use will not impede the normal or ordinary development and improvement of the surrounding property for uses permitted

in the district. *The surrounding properties are already developed. The proposed Public Service Sign will not affect the redevelopment or improvement of surrounding properties.*

D. That adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided.

E. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. *The proposed Public Service Sign does not interfere with the existing ingress/egress to/from subject site.*

F. That the proposed conditional use is not contrary to the objectives of the current Comprehensive Plan for the City of Elmhurst. *The maintenance and adaptive re-use of the existing sign for a "Public Service Sign" does not conflict with the Comprehensive Plan with respect to the Subject Property.*

G. That the conditional use shall, in all respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendations of the Commission, and the proposed conditional use meets and conforms to those requirements.

Section 3. That a conditional use permit is hereby granted to the County of DuPage to allow the maintenance and adaptive re-use of the existing billboard sign on the Subject Property as a "Public Service Sign," for educational purposes, subject to the condition that such conditional use be constructed, installed and maintained in accordance with the evidence submitted to the Zoning and Planning Commission and the Commission's recommendation thereon.

Section 4. That the City Clerk is directed to transmit a copy of this Ordinance to Darrell Whistler, Chairman, Zoning and Planning Commission; Nathaniel J. Werner, Planning and Zoning Administrator; and Andrea Korovesis, County of DuPage, Wheaton, Illinois.

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

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

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2010, pursuant to a roll call vote as follows:

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

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

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

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

APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Peter P. DiCianni III, Mayor of the City of  
Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,  
this \_\_\_\_ day of \_\_\_\_\_, 2010.

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

## COUNCIL ACTION SUMMARY

SUBJECT: Ordinance granting a conditional use to the County of DuPage for a “Public Service Sign” on an existing billboard sign located at the Elmhurst Stone Quarry

ORIGINATOR: City Attorney

### DESCRIPTION OF SUBJECT MATTER:

This Ordinance grants a conditional use for the County of DuPage to adaptively re-use the existing billboard located at the County-owned Elmhurst Stone Quarry for a Public Service Sign, providing public educational messages in compliance with the Federal Clean Water Act, in the most cost effective manner.

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

LOCATED WITHIN THE AREA AT THE SOUTHWEST CORNER OF LOT 2 IN HAMMER ASSESSMENT PLAT (RECORDED FEBRUARY 27, 1992 AS DOCUMENT R1992-033384), LYING IN THE NORTHWEST QUARTER OF SECTION 2 AND NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PIN: 06-03-216-007

The common street address is 100 N. Route 83.

ZO-10-2010

**AN ORDINANCE APPROVING A TEXT AMENDMENT  
TO THE CITY OF ELMHURST ZONING ORDINANCE FOR  
THE PURPOSE OF ADDING A "PUBLIC SERVICE SIGN" AS A  
CONDITIONAL USE IN THE C/R CONSERVATION/RECREATION DISTRICT**

---

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 amend Section 11.5-1, for the purpose of amending "Public Service Sign," and Section 11.11, for the purpose of providing that a "Public Service Sign," as amended herein, shall only be permitted as a conditional use within the C/R Conservation/Recreation District with the proposed limitations provided for herein; 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 February 11, 2010, 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, deliberated its decision on March 11, 2010, and has filed its findings and

recommendations on March 18, 2010, 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, met on April 26, 2010, and on April 27, 2010, issued its report recommending approval of the text amendment described herein; and

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 11.5-1(y), entitled “Public Service Sign,” of Section 11.5, entitled “Definitions and Classifications of Signs,” of Chapter 11, entitled “Signs,” of the Zoning Ordinance of the City, as amended, is further amended to read as follows (amendment language in bold):

Public Service Sign – Any sign intended primarily to promote items of general interest to the community such as time, temperature and date, atmospheric conditions, news or traffic control. **Such sign shall be wholly located on property owned by, and used solely under the direct control of, a governmental body. Said sign shall only display public service announcements solely related to the functions of that governmental body.**

(B) Section 11.11-1, entitled “Functional Types Permitted,” of Section 11.11, entitled “District Regulations; Conservation/Recreation District,” of Chapter 11, entitled “Signs,” of the City Zoning Ordinance, as amended, is further amended by inserting the following new subsection thereto in descending order as follows (proposed language in bold):

- (d) **Public Service Sign, provided, however, that such sign has been approved pursuant to Chapter 3, Section 3.11 Conditional Uses.**

(C) Section 11.11-2, entitled “Number of Signs Permitted Per Lot,” of Section 11.11, entitled “District Regulations; Conservation/Recreation District,” of Chapter 11, entitled “Signs,” of the City Zoning Ordinance, as amended, is further amended by inserting the following new subsection thereto in descending order as follows (proposed language in bold):

- (d) **One (1) Public Service Sign pursuant to Chapter 3, Section 3.11 Conditional Uses.**

(D) Section 11.11-3, entitled “Maximum Gross Surface Area of Signs Permitted,” of Section 11.11, entitled “District Regulations; Conservation/Recreation District,” of Chapter 11, entitled “Signs,” of the City Zoning Ordinance, as amended, is further amended by inserting the following new subsection thereto in descending order as follows (proposed language in bold):

- (d) **Public Service Sign:  
The gross surface area of such signage shall be determined by the City Council, upon recommendation of the Zoning & Planning Commission, pursuant to Chapter 3, Section 3.11 Conditional Uses.**

(E) Section 11.11-4, entitled “Maximum Height of Signs Permitted,” of Section 11.11, entitled “District Regulations; Conservation/Recreation District,” of Chapter 11, entitled “Signs,” of the City Zoning Ordinance, as amended, is further amended by inserting the following new subsection thereto in descending order as follows (proposed language in bold):

- (d) **Public Service Sign:  
The maximum height of such signage shall be determined by the City Council, upon recommendation of the Zoning & Planning Commission, pursuant to Chapter 3, Section 3.11 Conditional Uses.**

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

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

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2010, pursuant to a roll call vote as follows:

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

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

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

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

APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Peter P. DiCianni III, Mayor of the City of  
Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,  
this \_\_\_\_ day of \_\_\_\_\_, 2010.

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

## COUNCIL ACTION SUMMARY

SUBJECT: Ordinance – To approve a City-requested Zoning Ordinance, Case No. 10P-03, text amendment regarding Section 11.5-1, for the purpose of amending “Public Service Sign,” and Section 11.11, for the purpose of providing that a “Public Service Sign,” as amended herein, shall only be permitted as a conditional use within the C/R Conservation/Recreation District, with proposed limitations provided for therein.

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendations of the Development, Planning and Zoning Committee, the City of Elmhurst is requesting approval of these proposed Zoning Ordinance text amendments to allow the adaptive use of the existing billboard sign structure owned by DuPage County for public education and outreach purposes. The proposed text amendments would allow for this type of sign only on government-owned or controlled property and only to display public service announcements solely related to the functions of that governmental body whose land upon which the sign is located. Additionally, Public Service Signs approved by conditional use permit would only be allowed in the C/R Conservation/Recreation District.

**ZO-11-2010**

**AN ORDINANCE GRANTING AN AMENDMENT TO A CONDITIONAL USE PERMIT, WITH ASSOCIATED FRONT YARD AND INTERIOR YARD SETBACK VARIATIONS, FOR THE PURPOSE OF CONSTRUCTING A FELLOWSHIP HALL, ADAPTIVE RENOVATION OF AN EXISTING RESIDENCE FOR AN ADMINISTRATIVE CENTER AND OTHER SITE IMPROVEMENTS FOR A CHURCH ON THE PROPERTY COMMONLY KNOWN AS 315 EAST ST. CHARLES, 314 HUNTINGTON LANE AND 316 HUNTINGTON LANE (BETHEL UNITED CHURCH OF CHRIST)**

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

WHEREAS, Section 3.8 of the Elmhurst Zoning Ordinance sets forth the standards with respect to the granting of variations to the Elmhurst Zoning Ordinance; and

WHEREAS, Section 3.11 of the Elmhurst Zoning Ordinance sets forth the standards with respect to conditional uses; and

WHEREAS, Bethel United Church of Christ ("Petitioner") is the owner of certain property legally described as follows:

PARCEL 1: LOT 107, AND THAT PART OF LOT "C" LYING SOUTHWESTERLY OF A LINE FROM THE NORTHEASTERLY CORNER OF LOT 107, TO A POINT IN A LINE CONNECTING THE SOUTHWESTERLY CORNER OF LOT 106 WITH THE SOUTHEASTERLY CORNER OF LOT 107, 15 FEET FROM THE SOUTHEASTERLY CORNER OF LOT 107, AND LYING NORTHWESTERLY OF SAID CONNECTING LINE, IN BRYNHAVEN UNIT NUMBER 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST ¼ SECTION OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 25, 1954, AS DOCUMENT NO. 734823 AND CERTIFICATE OF CORRECTION RECORDED MAY 18, 1955, AS DOCUMENT NO. 757414, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THE SOUTHWESTERLY 7 FEET OF LOT 106 AND THAT PART OF LOT "C" LYING NORTHWESTERLY OF A LINE CONNECTING THE SOUTHWESTERLY CORNER OF LOT 106 WITH THE SOUTHWESTERLY CORNER OF LOT 107 (EXCEPTING HOWEVER THAT PART OF LOT "C" LYING SOUTHWESTERLY OF A LINE FROM THE NORTHEASTERLY CORNER OF LOT 107 TO A POINT IN SAID CONNECTING LINE 15 FEET NORTHEASTERLY FROM THE SOUTHEASTERLY CORNER OF LOT 107 AND LYING NORTHWESTERLY OF SAID CONNECTING LINE BETWEEN THE SOUTHWESTERLY CORNER OF LOT 106 AND THE SOUTHEASTERLY CORNER OF LOT 107) ALL IN BRYNHAVEN UNIT NUMBER 1, A SUBDIVISION OF PART OF THE SOUTHEAST ¼ OF SECTION 1 AND PART OF THE NORTHEAST ¼ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3: LOT 106 (EXCEPT THE SOUTHWESTERLY 7 FEET THEREOF) AND LOT "C" (EXCEPT THAT PART THEREOF LYING NORTHWESTERLY OF A LINE CONNECTING THE SOUTHWESTERLY CORNER OF LOT 106 WITH THE SOUTHEASTERLY CORNER OF LOT 107), IN BRYNHAVEN UNIT NUMBER 1, A SUBDIVISION OF PART OF THE SOUTHEAST ¼ OF SECTION 1, AND THE NORTHEAST ¼ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS.

PIN NUMBERS: 06-12-200-007, 06-12-200-018, and 06-12-200-0019

Commonly known as 315 East St. Charles, 314 Huntington Lane and 316 Huntington Lane, Elmhurst, Illinois (collective, the "Subject Property"); and

WHEREAS, the Subject Property is located within the R-1 Single Family Residential Zoning District, the regulations of which allow churches as conditional uses; and

WHEREAS, the City Council has heretofore granted a conditional use for a church on the Subject Property; and

WHEREAS, Petitioner has submitted petitions:

A. Requesting an amendment to the conditional use permit to permit construction of a Fellowship Hall addition to the existing church facility, adaptive renovations of an existing single family house for administrative offices to be attached to the Church and certain additional site development, including new drop-off areas and increased parking, on the Subject Property; and

B. Requesting variations to:

1. Section 7.3.5b, entitled “Yard Requirements,” for “Conditional Uses” to permit a “Front Yard” setback variation from the required forty (40’) feet to the existing thirty (30’) feet setback for the existing single family home to be adaptively renovated for administrative offices; and

2. Section 7.3.5b, entitled “Yard Requirements,” for “Conditional Uses” to permit an “Interior Side Yard” setback variation from the required twenty (20’) feet to the requested fifteen (15’) foot setback, requested as part of the Applicant’s conditional use application; and

WHEREAS, with respect to Case No. 09P-07, on September 24 and October 8, 2009, the Zoning and Planning Commission conducted a public hearing at Elmhurst City Hall, 209 North York Street, Elmhurst, Illinois, in connection with the aforesaid petition for an amendment to conditional use with an associated Front Yard setback variation, after notice of said hearing was duly given; and

WHEREAS, with respect to Case No. 10ZBA-02, on February 25 and March 11, 2010, the Zoning and Planning Commission conducted a public hearing at Elmhurst City Hall, 209 North York Street, Elmhurst, Illinois, in connection with the aforesaid petition for an Interior Yard setback variation, after notice of said hearing was duly given; and

WHEREAS, with respect to Case No. 09P-07, on January 14 and March 25, 2010, the Zoning and Planning Commission deliberated, and on April 22, 2010, the Zoning and Planning Commission rendered its decision on the aforesaid conditional use amendment with associated variation petition and on the same date filed its report of findings and recommendations, recommending that the petition be granted; and

WHEREAS, with respect to Case No. 10ZBA-02, on March 25, 2010, the Zoning and Planning Commission deliberated, and on April 22, 2010, the Zoning and Planning Commission

rendered its decision on the aforesaid variation petition and on the same date filed its report of findings and recommendations, recommending that the petition be granted; and

WHEREAS, on April 26, 2010, the Development, Planning and Zoning Committee of the City Council convened to consider and review both of the aforesaid applications and information regarding the subject requests, and on April 27, 2010, the Development, Planning and Zoning Committee of the City Council issued its recommendation approving the aforesaid conditional use amendment and both associated variations; and

WHEREAS, all applicable requirements of Sections 3.8 and 3.11 of the Elmhurst Zoning Ordinance relating to the granting of conditional uses and associated variations have been met.

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

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

Section 2. That the City Council finds, in connection with the amendment to the conditional use for a Fellowship Hall addition to the existing church facility, adaptive renovations of an existing single family house for administrative offices to be attached to the Church and certain additional site development, including new drop-off areas and increased parking on the Subject Property:

- A. That the establishment, maintenance, or operation of the conditional use will not be detrimental to, or endanger the public health, safety, morals, comfort or general welfare; *The proposed additions to the Church facility and the associated site improvements will promote and enhance the public health, safety, morals, comfort and general welfare of the community, with new drop-off areas, better site circulation and additional parking.*
- B. That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood; *The Church has been in this location since 1957, and the*

*continued conditional use, as amended, will not negatively impact the surrounding areas.*

- C. That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district; *The requested amended conditional use is a logical extension of the existing Church and will be compatible with the development of the immediate neighborhood.*
- D. That adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided; *All adequate utilities, access roads, drainage and/or other facilities have been and will be provided to support the historical and proposed uses.*
- E. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; *The proposed ingress/egress to/from the subject site and improved circulation have been thoroughly reviewed by professional traffic engineers representing both the City of Elmhurst and the Applicant..*
- F. That the proposed conditional use is not contrary to the objectives of the current Comprehensive Plan for the City of Elmhurst; *The Commission finds that the Applicant's request conforms to the objectives of the original Comprehensive Plan adopted in 1990 and the new Comprehensive Plan adopted in 2009.*
- G. That the conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendation of the Commission; *The Commission finds that the Applicant's request will conform to the applicable regulations for a conditional use for a Church in the R-1 Single Family zoning district, except as approved otherwise by the City pursuant to the required standards for variations.*

Section 3. Whereas, the Commission reviewed the standards for both of the requested variations and found that the Petitioner provided sufficient evidence to demonstrate that all of the required standards have been met. The Commission made the following findings of fact and issued a written recommendation that the Front Yard and Interior Side Yard setback variations be approved, as follows:

A. Front Yard setback variation from the required forty (40') feet to the existing thirty (30') feet:

1. That the plight of the owner is due to unique circumstances. *The requested Front Yard setback variation from the required forty (40') feet institutional requirement is the result of the proposed Fellowship Hall addition being thirty (30') feet in height (permitted to thirty (35') feet).*

2. That the variation, if granted, will not alter the essential character of the neighborhood. *The design and inclusion of the Fellowship Hall and adaptive reuse and renovation of the existing single family residence, as currently situated on the Subject Property, is in keeping with the historical and surrounding area character.*

3. That the Subject Property cannot yield a reasonable return or provide the Applicant a reasonable enjoyment of the Subject Property, if permitted to be used only under the conditions allowed by the regulations in its zoning district. *The proposed improvements which require a variation from an existing condition will permit the reasonable enjoyment of the Subject Property.*

B. Interior Side Yard setback variation from the required twenty (20') feet to the requested fifteen (15') feet:

1. That the plight of the owner is due to unique circumstances. *The requested Interior Side Yard setback variation from the required twenty (20') feet to the requested fifteen (15') feet, because of the height increase of the Fellowship Hall to thirty (30') feet (thirty-five (35') feet is allowed in R-1 Single Family zoning district), is required to accommodate the existing scope of the Subject Property and the need to match existing interior and connecting elevators.*

2. That the variation, if granted, will not alter the essential character of the neighborhood. *The design of improvements, requiring the requested setback variation, is consistent with the existing and surrounding character of the area.*

3. That the Subject Property cannot yield a reasonable return or provide the Applicant a reasonable enjoyment of the Subject Property, if permitted to be used only under the conditions allowed by the regulations in its zoning district. *The proposed height of the Fellowship Hall of thirty (30') feet (less than the permitted thirty-five (35') feet) in the R-1 Single Family District, which triggers the Interior Yard setback variation, will permit the Applicant the reasonable enjoyment of the Subject Property.*

Section 4. That an amendment to the conditional use permit is hereby granted to the Petitioner, subject to the improvements being constructed, installed and maintained in accordance with the evidence submitted to the Zoning and Planning Commission and the recommendation thereof.

Section 5. That the City Council does hereby grant the following variations:

A. To Section 7.3.5b, entitled “Yard Requirements,” for “Conditional Uses” to permit a “Front Yard” setback variation from the required forty (40’) feet to the existing thirty (30’) feet setback for the existing single family home to be adaptively renovated for administrative offices; and

B. To Section 7.3.5b, entitled “Yard Requirements,” for “Conditional Uses” to permit an “Interior Side Yard” setback variation from the required twenty (20’) feet to the requested fifteen (15’) foot setback requested as part of the Applicant’s conditional use application.

Section 6. That the City Clerk is directed to transmit a copy of this Ordinance to Darrell, Whistler, Chairman, Zoning and Planning Commission, Nathaniel J. Werner, Planning and Zoning Administrator, and Bethel United Church of Christ, 315 East St. Charles, Elmhurst, Illinois 60126.

Section 7. All ordinances or parts of ordinances in conflict with this Ordinance are hereby amended to the extent of the conflict.

Section 8. This Ordinance shall be in full force and effect after passage and publication according to law.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2010, pursuant to a roll call vote as follows:

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

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

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

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

APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Peter P. DiCianni III, Mayor of the City of  
Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,  
this \_\_\_\_ day of \_\_\_\_\_, 2010:

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

## COUNCIL ACTION SUMMARY

SUBJECT: Ordinance – Conditional Use Amendment and Associated Variations (Bethel United Church of Christ) – to provide for construction of a Fellowship Hall addition to the existing Church facility, adaptive renovations of an existing single family house for administrative offices to be attached to the Church and certain additional site development, including new drop-off areas and increased parking, on the Subject Property.

ORIGINATOR: City Attorney

### DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendations of the Development, Planning and Zoning Committee and Planning and Zoning Commission, an ordinance to provide a Conditional Use Amendment with Associated Front Yard and Interior Side yard setback variations, to provide for construction of a Fellowship Hall addition to the existing church facility, adaptive renovations of an existing single family house for administrative offices to be attached to the Church and certain additional site development, including new drop-off areas and increased parking, on the Subject Property.

**A RESOLUTION AUTHORIZING  
THE ISSUANCE OF A NOTICE OF AWARD FOR  
THE ELEVATOR AND  
GLASS AND GLAZING  
FOR THE FIRST STREET PARKING DECK PROJECT  
FOR THE CITY OF ELMHURST, ILLINOIS**

**WHEREAS**, the City of Elmhurst publicly advertised for sealed bids for elevator installation and glass and glazing services for the First Street Parking Deck Project; and

**WHEREAS**, bids were received, publicly opened, examined and declared on Tuesday, March 30, 2010; and

**WHEREAS**, of the bids received and opened, the apparent lowest responsible bidders are as follows:

<u>Award Service</u>	<u>Company</u>	<u>Cost</u>
Elevator	Otis Elevator Company ("Otis") Lombard, Illinois	\$65,500.00
Glass and Glazing	TA Bowman Constructors ("Bowman") Bloomington, Illinois	\$83,500.00

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

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

**Section 2.** With respect to the elevator:

A. The City Council does hereby find Otis to be the lowest responsible bidder for the elevator for the First Street Parking Deck Project.

B. 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 Otis for the elevator 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.

C. 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 Otis, the lowest responsible bidder, for the elevator 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 Otis.

D. Provided further that Otis 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.

**Section 3.** With respect to the glass and glazing services:

A. The City Council does hereby find Bowman to be the lowest responsible bidder for the glass and glazing services for the First Street Parking Deck Project.

B. 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 Bowman for the glass and glazing services 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.

C. 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 B and made a part hereof. Further, the Notice of Award shall be issued to Bowman, the lowest responsible bidder, for

the glass and glazing services 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 Bowman.

D. Provided further that Bowman 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.

**Section 4.** The general prevailing rate of wages in DuPage County, Illinois, for each craft or type of worker 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 5.** This Resolution shall take effect upon its passage and approval in pamphlet form.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2010, pursuant to a roll call vote as follows:

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

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

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

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

**APPROVED** by me this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Peter P. DiCianni III, Mayor of the City of  
Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,  
this \_\_\_\_ day of \_\_\_\_\_, 2010.

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

## COUNCIL ACTION SUMMARY

SUBJECT: Resolution authorizing the issuance of a Notice of Award for the Elevator and Glass and Glazing Services for the First Street Parking Deck Project (the "Project")

ORIGINATOR: City Attorney

### DESCRIPTION OF SUBJECT MATTER:

Only one bid for the elevator was received for this Project. This bid was from Otis Elevators. In late 2009, ARCO/Murray solicited a quotation from Otis. At that time, Otis quoted \$81,000. The current bid is for \$65,500 or 20 percent less than the original quotation. Otis accredited this reduction in price to decreased commodity costs, a more competitive marketplace, and the competition that is associated with the public bid process. If not ordered immediately, the delay in the installation of the elevator may jeopardize the completion of the parking garage on schedule.

For a second time, glass and glazing services were bid for the Project. The first time this portion of the Project was bid, there were no bidders. This time, there were two subcontractors that bid for the glass and glazing services. TA Bowman Construction was the low bid by \$6,500.00.

It is necessary that a resolution be adopted to approve the Notice of Award for the elevator and the glass and glazing services for the First Street Parking Deck Project.

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

TO: Otis Elevator Company  
Lombard, Illinois

PROJECT DESCRIPTION: City of Elmhurst, First Street Parking Deck Project Elevator 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 Sixty-Five Thousand Five Hundred (\$65,500.00) Dollars, 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 \_\_\_\_ day of \_\_\_\_\_, 2010.

City of Elmhurst, Illinois,

By: \_\_\_\_\_  
Peter P. DiCianni III, Mayor of the City of  
Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,  
this \_\_\_\_ day of \_\_\_\_\_, 2010.

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

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged by \_\_\_\_\_, this  
\_\_\_\_ day of \_\_\_\_\_, 2010.

Otis Elevator Company

By: \_\_\_\_\_  
Authorized Agent

## TRADE CONTRACT

This Trade Contract made this \_\_\_\_\_ day of \_\_\_\_\_, 2010 between the City of Elmhurst, the City, and Otis Elevators, the Contractor, for the hydraulic elevator for the First Street Parking Deck.

The Contractor hereby agrees as hereinafter set forth:

1. **The Work.** For and in consideration of the payments to be made by the City to the Contractor, and according to the terms of the Contract Bond, the City and the Contractor agree that the Contractor at its own proper cost and expense shall perform the following Work:

- A. Furnish and install a hydraulic elevator as defined in the project manual
- B. Include all required submittals, warranty, demonstrations as indicated
- C. Ensure signal devices and fixtures are consistent with the project manual
- D. Ensure all of the car components are consistent with the project manual.
- E. Ensure all of the hoist-way components are consistent with the project manual.
- F. Ensure all of the machine room components are consistent with the project manual.
- G. Contractor to perform all installation in accordance with all required OSHA regulations.
- H. Contractor is responsible for disposal of all debris generated from his work in ARCO/Murray provided dumpsters.
- I. Contractor is responsible for furnishing a payment and performance bond for the full value of his work.
- J. And all other related work

Furnish all materials and labor necessary to complete the Work and in full compliance with all of the terms and the requirements of this agreement in strict compliance with the Specifications, General Conditions, Special Provisions and Contract Bond which are essential documents of and made a part of this Contract.

2. **Contract Sum.** The City shall pay the Contractor for the performance of the work as a percentage of that completed on a monthly basis as agreed to by the Construction Manager (ARCO/Murray National Construction Company). The contract sum is Sixty-Five Thousand Five Hundred (\$65,500.00) Dollars.

3. **Contract Time.** The Work will commence upon the later of: (i) the execution of the Contract by the City and the Contractor, and (ii) delivery of possession of the site from the current tenant to the City. The Contractor shall complete the Work within twenty (20) working days of the

commencement of the work unless an extension of time is granted in accordance with the Specifications.

4. **Progress Payments.** On or before the first day of each month, the Contractor shall submit to the City a written Application for Payment showing the value of Work (on a percentage basis) completed. The City shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for services performed prior to the termination consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*).

5. **Final Payment.** Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by the City to the Contractor as follows:

As soon as the work under this contract is completed and accepted by the City, the City will within thirty (30) days submit to the City Council a final estimate of payment. Within thirty (30) days after approval by the City Council of the final estimate of payment, payment will be issued to the Contractor.

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

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

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

b. If to Contractor:  
Otis Elevators  
949 Oak Creek Drive  
Lombard, IL 60148  
Attn: Pamela Baranowski, Account Manager

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

8. **Entire Contract.** This Contract (including the contract documents) represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or

understandings, whether written or oral. In case of conflict between the terms contained herein and those contained in the General Conditions, the terms herein shall control. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the City and Contractor. This Contract is executed that day and year first written above.

9. **Contractor Investigation.** The Contractor represents that it has, before executing this Contract, carefully examined the provisions of this Contract, inspected in detail the site of the proposed Work, investigated and become familiar with all the local conditions affecting the contract and is fully acquainted with the detailed requirements of the Work. By executing this Contract the Contractor conclusively assures and warrants to the City that it has made these examinations and that it understands all requirements for the performance of the Work. The Contractor shall be responsible for all errors resulting from its failure or neglect to comply with the provisions of the Contract and agrees that the City will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from a failure or neglect of the Contractor to make these examinations.

City: City of Elmhurst

Contractor: Otis Elevators

By: \_\_\_\_\_  
Peter DiCianni, Mayor

By: \_\_\_\_\_  
*(Name of Owner or Officer), (Title or Office)*

Attest:

Attest:

By: \_\_\_\_\_  
Patty Spencer, City Clerk

By: \_\_\_\_\_  
*(Name of Officer Attesting) (Title or Office)*

**CONTRACT BOND**

Otis Elevator Company, Principal, and \_\_\_\_\_  
as Surety is held and firmly bound unto the City of Elmhurst in the penal sum of  
\_\_\_\_\_ (\$ \_\_\_\_\_), lawful money of the United  
States, well and truly to be paid unto City of Elmhurst, for the payment of which we bind ourselves, our heirs,  
executors, administrators, successors, jointly to pay to the City of Elmhurst this sum under the conditions of  
this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said  
Principal has entered into a written contract with the City of Elmhurst for the performance of work on the  
contract for which this bond is given and which contract is hereby referred to and made a part hereof, as if  
written herein at length, and whereby the said Principal has promised and agreed to perform said work in  
accordance with the terms of said contract, and has promised to pay all sums of money due for any labor,  
materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such  
work and has further agreed to pay all direct and indirect damage to any person, firm, company, or corporation  
suffered or sustained on account of the performance of such work during the time thereof and until such work  
is completed and accepted; and has further agreed that this bond shall inure to the benefit of any persons, firm,  
company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for  
any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on  
such bond by any such person, firm, company, or corporation, for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with  
the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials,  
apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall  
commence and complete the work within the time prescribed in said contract, and shall pay and discharge all  
damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the  
performance thereof and until the said work shall have been accepted, and shall hold the City of Elmhurst and  
its city council harmless on account of any such damages and shall in all respects fully and faithfully comply  
with all the provisions, conditions, and requirements of said contract, then this obligation to be void, otherwise  
to remain in full force and effect.

IN TESTIMONY WHEREOF, the said Principal and the said Surety have caused this instrument to be  
signed by their respective officers and their corporate seals to be hereunto affixed this \_\_\_\_\_ day of  
\_\_\_\_\_, 2010 A.D.

**PRINCIPAL: OTIS ELEVATOR COMPANY**

By: \_\_\_\_\_  
*(Name of Owner or Officer), (Title or Office)*

**SURETY**

\_\_\_\_\_  
*(Name of Surety)*

By: \_\_\_\_\_  
*(Signature of Attorney-in-Fact)*



## CONTRACTOR'S CERTIFICATION

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

I, \_\_\_\_\_, hereby certify that I am the \_\_\_\_\_ of  
*(Name of Owner or Officer)* *(Title or Office)*  
Otis Elevator Company and as such, hereby represent and warrant to the City of Elmhurst, a municipal corporation, that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

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

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

- (A) the Contractor has and will comply with all laws relating to the payment of general prevailing wages in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*);
- (B) the Contractor has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
- (C) the Contractor has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 *et seq.*);
- (D) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* (ADrug-Free Workplace Act@), will provide a drug-free workplace by:
  - (1) Publishing a statement:
    - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
    - b. Specifying the actions that will be taken against employees for violations of such prohibition;
    - c. Notifying the employee that, as a condition of employment on such Contract, the employee will;

- i. Abide by the terms of the statement;
    - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
  - (2) Establishing a drug-free awareness program to inform employees about:
    - a. the dangers of drug abuse in the workplace;
    - b. the Contractor's policy of maintaining a drug-free workplace;
    - c. any available drug counseling, rehabilitation, and employee assistance program; and
    - d. the penalties that may be imposed upon employees for drug violations;
  - (3) Making it a requirement to give a copy of the statement required by Subsection (D)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
  - (4) Notifying the Village within ten (10) days after receiving notice under paragraph(D)(1)e from an employee or otherwise receiving actual notice of such conviction;
  - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
  - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
  - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;
- (E) the Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;
- (F) the Contractor, at the time the Contractor submitted a bid on this contract, had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210;
- (G) no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a

nationally recognized securities market, that no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the City in writing the name(s) of the holder of such interest.

- (H) no officer or employee of the City has solicited any gratuity, discount, entertainment, hospitality, loan, 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.
- (L) the Contractor acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this agreement are considered a public record of the City; and therefore, within thirty (30) days of completion of the work required of the Contractor under this agreement, the Contractor shall produce to the City, in electronic format, all records that directly relate to the governmental function performed by the Contractor under this agreement at no additional cost to the City; and furthermore, the Contractor shall review its records and promptly produce to the City any additional records in the Contractor's possession which the City requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the Contractor shall produce to the City such records within three (3) business days of a request for such records from the City at no additional cost to the City.

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

Dated: \_\_\_\_\_, 2010 Contractor: OTIS ELEVATOR COMPANY

By: \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_  
(Print Name of Owner or Officer) (Title or Office)

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that \_\_\_\_\_ known to me to be the \_\_\_\_\_ of  
(Name of Owner or Officer) (Title or Office)  
Otis Elevator Company, appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his/her free act and deed.

Dated: \_\_\_\_\_, 2010

\_\_\_\_\_  
Notary Public

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

TO: TA Bowman Constructors, LLC  
Bloomingdale, Illinois

PROJECT DESCRIPTION: City of Elmhurst, First Street Parking Deck Project Glass and Glazing 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 Eighty-Three Thousand Five Hundred (\$83,500.00) Dollars, 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 \_\_\_\_ day of \_\_\_\_\_, 2010.

City of Elmhurst, Illinois,

By: \_\_\_\_\_  
Peter P. DiCianni III, Mayor of the City of  
Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,  
this \_\_\_\_ day of \_\_\_\_\_, 2010.

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

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged by \_\_\_\_\_,  
this \_\_\_\_ day of \_\_\_\_\_, 2010.

TA Bowman Constructors, LLC

By: \_\_\_\_\_  
Authorized Agent

## TRADE CONTRACT

This Trade Contract made this \_\_\_\_ day of \_\_\_\_\_, 2010 between the City of Elmhurst, the City, and TA Bowman Constructors LLC, the Contractor, for the glass/glazing for the First Street Parking Deck.

The Contractor hereby agrees as hereinafter set forth:

1. **The Work.** For and in consideration of the payments to be made by the City to the Contractor, and according to the terms of the Contract Bond, the City and the Contractor agree that the Contractor at its own proper cost and expense shall perform the following Work:

- A. Furnish, assemble, and install insulated glass system, aluminum glass doors with lights, and aluminum framed windows. Include all labor, materials, services, equipment and transportation necessary to complete glass and glazing system. Include all shims, leveling channels, subsills, steel reinforcement for aluminum frames and steel supporting members necessary for attachment to the building structure in accordance with local wind load criteria.
- B. Field measure and verify all conditions of job site before installation. Provide complete details and anchoring system for this work on shop drawing submittals. This is to include all required door hardware as well.
- C. Furnish and install all perimeter caulking (silicone based sealant) between aluminum frames and adjacent materials.
- D. Furnish and install tempered glass as shown and in conformance with local codes.
- E. Furnish and install all required break metal closure panels to hide the 4x4 steel tub columns on the upper level enclosure for the NE stairwell.
- F. Remove all stickers inside and out upon completion.
- G. Protect all stored glass on site with wooden crates.
- H. Provide a one (1) year labor and material warranty on the aluminum frames and a five (5) year material warranty on the 1" insulated glass units.
- I. Place all trash resulting from this work in the dumpster furnished by the ARCO/MURRAY Construction Company, Inc.
- J. Contractor is responsible for ensuring all aluminum framing is free of any blemishes upon completion. This includes touching up all framing with wadding polish to the approval of the ARCO/Murray superintendent.

- K. All exterior anodized aluminum is to be black (not dark bronze) per the specifications
- L. All glass is to be spandrel glass where indicated and tinted where indicated.
- M. All glass is to be insulated, although the areas being separated are not heated. This is to include all door units.
- N. Furnish and install all required hardware as indicated. Hardware is to be heavy duty as indicated.
- O. A summary of the glass installation is to include the following:
  - a. Spandrel Glass at the backside of the elevator shaft
  - b. Vision Glass at the balance of the openings for stairwells/elevator shafts (includes doors)
  - c. Door assembly at the exterior entrance on the bottom level of the NE exit.
  - d. Aluminum storefront glazing system at the separation from the elevator lobby to the parking deck.
  - e. Insulated glass system at the NE stairwell tower on the top level.
- P. Key all deadbolts as needed.
- Q. All hardware is to be accordance with the hardware groups specified in the drawings.
- R. All construction is to be in accordance with the drawings and specifications.
- S. Provide thermally broken aluminum for exterior door and window framing.
- T. Dam the ends of the subsills to prevent leaking.
- U. All vertical mullion of store front glass shall have weep holes at the bottom sill to allow for drainage.
- V. And all other related work

furnish all materials and labor necessary to complete the Work and in full compliance with all of the terms and the requirements of this agreement in strict compliance with the Specifications, General Conditions, Special Provisions and Contract Bond which are essential documents of and made a part of this Contract.

2. **Contract Sum.** The City shall pay the Contractor for the performance of the work as a percentage of that completed on a monthly basis as agreed to by the Construction Manager (ARCO/Murray National Construction Company). The contracts sum is Eighty Three Thousand Five Hundred (\$83,500.00) Dollars.

3. **Contract Time.** The Work will commence upon the later of: (i) the execution of the Contract by the City and the Contractor, and (ii) delivery of possession of the site from the current tenant to the City. The Contractor shall complete the Work within sixty (60) calendar days of the commencement of the work unless an extension of time is granted in accordance with the Specifications.

4. **Progress Payments.** On or before the first day of each month, the Contractor shall submit to the City a written Application for Payment showing the value of Work (on a percentage basis) completed. The City shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for services performed prior to the termination consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*).

5. **Final Payment.** Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by the City to the Contractor as follows:

As soon as the work under this contract is completed and accepted by the City, the City will within thirty (30) days submit to the City Council a final estimate of payment. Within thirty (30) days after approval by the City Council of the final estimate of payment, payment will be issued to the Contractor.

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

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

a. If to City:

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

b. If to Contractor:

TA Bowman Constructors LLC  
134 W Lake Street  
Bloomington, IL 60108  
Attn: Tom Bowman, President

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

8. **Entire Contract.** This Contract (including the contract documents) represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. In case of conflict between the terms contained herein and those contained in the General Conditions, the terms herein shall control. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the City and Contractor. This Contract is executed that day and year first written above.

9. **Contractor Investigation.** The Contractor represents that it has, before executing this Contract, carefully examined the provisions of this Contract, inspected in detail the site of the proposed Work, investigated and become familiar with all the local conditions affecting the contract and is fully acquainted with the detailed requirements of the Work. By executing this Contract the Contractor conclusively assures and warrants to the City that it has made these examinations and that it understands all requirements for the performance of the Work. The Contractor shall be responsible for all errors resulting from its failure or neglect to comply with the provisions of the Contract and agrees that the City will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from a failure or neglect of the Contractor to make these examinations.

City: City of Elmhurst

Contractor: TA Bowman Constructors LLC

By: \_\_\_\_\_  
Peter DiCianni, Mayor

By: \_\_\_\_\_  
Tom Bowman, President

Attest:

Attest:

By: \_\_\_\_\_  
Patty Spencer, City Clerk

By: \_\_\_\_\_  
*(Name of Officer Attesting) (Title or Office)*

**CONTRACT BOND**

T. A. Bowman Constructors, LLC, Principal, and \_\_\_\_\_  
as Surety is held and firmly bound unto the City of Elmhurst in the penal sum of  
\_\_\_\_\_ (\$ \_\_\_\_\_), lawful money of the United  
States, well and truly to be paid unto City of Elmhurst, for the payment of which we bind ourselves, our heirs,  
executors, administrators, successors, jointly to pay to the City of Elmhurst this sum under the conditions of  
this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said  
Principal has entered into a written contract with the City of Elmhurst for the performance of work on the  
contract for which this bond is given and which contract is hereby referred to and made a part hereof, as if  
written herein at length, and whereby the said Principal has promised and agreed to perform said work in  
accordance with the terms of said contract, and has promised to pay all sums of money due for any labor,  
materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such  
work and has further agreed to pay all direct and indirect damage to any person, firm, company, or corporation  
suffered or sustained on account of the performance of such work during the time thereof and until such work  
is completed and accepted; and has further agreed that this bond shall inure to the benefit of any persons, firm,  
company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for  
any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on  
such bond by any such person, firm, company, or corporation, for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with  
the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials,  
apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall  
commence and complete the work within the time prescribed in said contract, and shall pay and discharge all  
damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the  
performance thereof and until the said work shall have been accepted, and shall hold the City of Elmhurst and  
its city council harmless on account of any such damages and shall in all respects fully and faithfully comply  
with all the provisions, conditions, and requirements of said contract, then this obligation to be void, otherwise  
to remain in full force and effect.

IN TESTIMONY WHEREOF, the said Principal and the said Surety have caused this instrument to be  
signed by their respective officers and their corporate seals to be hereunto affixed this \_\_\_\_\_ day of  
\_\_\_\_\_, 2010 A.D.

**PRINCIPAL: T. A. BOWMAN CONSTRUCTORS, LLC**

By: \_\_\_\_\_  
Thomas Bowman, Manager

**SURETY**

\_\_\_\_\_  
*(Name of Surety)*

By: \_\_\_\_\_  
*(Signature of Attorney-in-Fact)*



## CONTRACTOR'S CERTIFICATION

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

I, Thomas Bowman, hereby certify that I am Manager of T. A. Bowman Constructors, LLC and as such, hereby represent and warrant to the City of Elmhurst, a municipal corporation, that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

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

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

- (A) the Contractor has and will comply with all laws relating to the payment of general prevailing wages in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*);
- (B) the Contractor has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
- (C) the Contractor has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 *et seq.*);
- (D) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* (ADrug-Free Workplace Act@), will provide a drug-free workplace by:
  - (1) Publishing a statement:
    - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
    - b. Specifying the actions that will be taken against employees for violations of such prohibition;
    - c. Notifying the employee that, as a condition of employment on such Contract, the employee will;

- i. Abide by the terms of the statement;
  - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (2) Establishing a drug-free awareness program to inform employees about:
  - a. the dangers of drug abuse in the workplace;
  - b. the Contractor's policy of maintaining a drug-free workplace;
  - c. any available drug counseling, rehabilitation, and employee assistance program; and
  - d. the penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement to give a copy of the statement required by Subsection (D)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
- (4) Notifying the Village within ten (10) days after receiving notice under paragraph(D)(1)e from an employee or otherwise receiving actual notice of such conviction;
- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;
- (E) the Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;
- (F) the Contractor, at the time the Contractor submitted a bid on this contract, had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210;
- (G) no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary

is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the City in writing the name(s) of the holder of such interest.

- (H) no officer or employee of the City has solicited any gratuity, discount, entertainment, hospitality, loan, 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.
- (L) the Contractor acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this agreement are considered a public record of the City; and therefore, within thirty (30) days of completion of the work required of the Contractor under this agreement, the Contractor shall produce to the City, in electronic format, all records that directly relate to the governmental function performed by the Contractor under this agreement at no additional cost to the City; and furthermore, the Contractor shall review its records and promptly produce to the City any additional records in the Contractor's possession which the City requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the Contractor shall produce to the City such

records within three (3) business days of a request for such records from the City at no additional cost to the City.

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

Dated: \_\_\_\_\_, 2010 Contractor: T. A. BOWMAN CONSTRUCTORS, LLC

By: \_\_\_\_\_  
Thomas Bowman, Manager

STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

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

Dated: \_\_\_\_\_, 2010

\_\_\_\_\_  
Notary Public

**A RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENTS  
FOR THE PURCHASE OF FIRE HYDRANT MATERIALS BY AND BETWEEN  
ZIEBELL WATER SERVICE PRODUCTS, INC., AND THE CITY OF ELMHURST  
AND MID AMERICAN WATER, INC., AND THE CITY OF ELMHURST**

**WHEREAS**, it is in the best interests of the residents of the City of Elmhurst (the “City”), that the City properly maintain its fire hydrants; and

**WHEREAS**, the Public Works and Buildings Committee has recommended that the City replace approximately forty (40) fire hydrants due to poor operation, obsolescence, or vehicular accidents; and

**WHEREAS**, the City received four (4) bids for fire hydrant materials, and there were bid ties on four (4) of the six (6) fire hydrant items; and

**WHEREAS**, a blind drawing was held at the Office of the City Clerk on March 23, 2010, and as a result of the blind drawing, two (2) vendors were awarded agreements with the City as the lowest bidder for various fire hydrant items; and

**WHEREAS**, Ziebell Water Service Products, Inc., was awarded an agreement for the purchase of fire hydrants with valves size 4.5, 5.5 and 6.5; and

**WHEREAS**, Mid American Water, Inc., was awarded an agreement for the purchase of fire hydrants with valves size 5, 6 and 7; and

**WHEREAS**, it is in the best interests of the City and its residents that the City enter into agreements with Ziebell Water Service Products, Inc., and Mid American Water Inc., for the purchase of fire hydrants.

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

**Section 1.** The agreements attached hereto marked as Exhibits "A" and "B" and made a part hereof, are hereby approved by the City Council of the City of Elmhurst, and the Mayor be and is hereby authorized and directed to execute, and the City Clerk be and is hereby authorized and directed to attest, on behalf of the City, the Agreements.

**Section 2.** This Resolution shall take effect upon its passage and approval as provided by law.

**ADOPTED** this \_\_\_\_ day of May, 2010, pursuant to a roll call vote as follows:

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

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

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

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

**APPROVED** by me this \_\_\_\_ day of May, 2010.

\_\_\_\_\_  
Peter P. DiCianni III, Mayor of the City of  
Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,  
this \_\_\_\_ day of May, 2010.

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

## COUNCIL ACTION SUMMARY

SUBJECT: Resolution authorizing the execution of agreements for the purchase of fire hydrant materials

ORIGINATOR: City Attorney

### DESCRIPTION OF SUBJECT MATTER:

Four bids were received for the purchase of fire hydrants with valves of varying sizes, and there were bid ties on four of the six hydrant items requested. Therefore, on March 23, 2010, a blind drawing was held at the City Clerk's office, and two vendors were awarded agreements for the purchase of fire hydrants. The appropriate agreements and an authorizing resolution have been prepared.

It is necessary that a resolution be adopted to approve the agreements with Ziebell Water Service Products, Inc., and Mid American Water, Inc.

**Exhibit "A"**

**Agreement between City of Elmhurst, Illinois  
and Ziebell Water Service Products, Inc.**

## AGREEMENT

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the City of Elmhurst, Illinois, (the "City"), and Ziebell Water Service Products, Inc., (the "Contractor"), for the purchase of fire hydrants with valves size 4.5, 5.5 and 6.5 (the "Equipment").

The Contractor hereby agrees as hereinafter set forth:

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

2. A. Agreement Sum. The City shall pay Contractor for providing and delivering the Equipment as set forth in the Pricing Schedule, which Pricing Schedule is attached hereto marked as Exhibit A and made a part hereof.

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

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

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

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

a. If to the CITY:

City of Elmhurst  
209 N. York St.  
Elmhurst, Illinois 60126  
Attn: City Manager

b. If to the CONTRACTOR:

Ziebell Water Service Products, Inc.  
2001 Pratt Boulevard  
Elk Grove City, Illinois 60007

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

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

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

7. Terms Binding. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors.

8. Risk of Loss. Contractor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which occur prior to acceptance by City. No such loss, injury or destruction shall release Contractor from any obligations hereunder.

9. Patents and Copyrights. In any case the Equipment shall be protected by any patent or copyright, the Contractor agrees to indemnify and save harmless the City, from and against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whomsoever on account of the use or sale of such Equipment by the City in violation of right under such patent or copyright.

10. Inspections. Goods and material must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the time of delivery, the goods shall be returned at no cost to the City. Where circumstances or conditions prevent effective inspection of the goods at the time of delivery, the City reserves the right to inspect the goods at a reasonable time subsequent to delivery.

11. Warranty. Contractor warrants to the City that all goods and services furnished hereunder will conform in all respects to the terms of this Agreement, including any drawings, specifications or standards incorporated herein, and that they will be free from defects in materials, workmanship, and free from such defects in design. In addition, Contractor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

12. Delivery. If completed deliveries are not made at the time agreed, the City reserves the right to cancel or purchase elsewhere and hold Contractor accountable. If delivery dates cannot be met, Contractor agrees to advise the City, in writing of the earliest possible shipping date for acceptance by the City. All contractors are specifically denied the right of using the name of the City of Elmhurst for public advertising.

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

14. Governing Law. This Agreement shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of this Agreement shall be so brought in the Circuit Court of DuPage County, State of Illinois. All applicable portions of the Uniform Commercial Code as adopted by the State of Illinois shall govern this Agreement.

15. Miscellaneous. The Contractor shall have full control of the ways and means of performing the work which is the subject of this Agreement and that the Contractor or his/its employees or representatives are in no sense employees of the City, it being specifically agreed that in respect to the City, the Contractor and any party employed by the Contractor bears the relationship of an independent contractor. The Contractor shall furnish any affidavit or certificate, in connection with work covered by this agreement as provided by law.

**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 \_\_\_\_\_, 2010.

CITY OF ELMHURST  
209 N. York St.  
Elmhurst, Illinois

ATTEST:

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

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

Executed by the CONTRACTOR, this \_\_\_\_ day of \_\_\_\_\_, 2010.

Ziebell Water Service Products, Inc.  
2001 Pratt Boulevard  
Elk Grove City, Illinois 60007

ATTEST:

By \_\_\_\_\_

By \_\_\_\_\_

**EXHIBIT A**  
**PRICING SCHEDULE**

**FIRE HYDRANT WITH VALVE**

<u>ITEM</u> <u>No.</u>	<u>SIZE</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1	4.5	1	\$2,085.00	\$2,085.00
3	5.5	15	\$2,158.00	\$32,370.00
5	6.5	1	\$2,231.00	<u>\$2,231.00</u>
				\$36,686.00

**Exhibit "B"**

**Agreement between City of Elmhurst, Illinois**  
**and Mid American Water, Inc.**

## AGREEMENT

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the City of Elmhurst, Illinois, (the "City"), and Mid American Water, Inc., (the "Contractor"), for the purchase of fire hydrants with valves size 5, 6 and 7 (the "Equipment").

The Contractor hereby agrees as hereinafter set forth:

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

2. A. Agreement Sum. The City shall pay Contractor for providing and delivering the Equipment as set forth in the Pricing Schedule, which Pricing Schedule is attached hereto marked as Exhibit A and made a part hereof.

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

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

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

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

a. If to the CITY:

City of Elmhurst  
209 N. York St.  
Elmhurst, Illinois 60126  
Attn: City Manager

b. If to the CONTRACTOR:

Mid American Water, Inc.  
1500 Mountain St. #1  
Aurora, Illinois 60505

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

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

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

7. Terms Binding. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors.

8. Risk of Loss. Contractor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which occur prior to acceptance by City. No such loss, injury or destruction shall release Contractor from any obligations hereunder.

9. Patents and Copyrights. In any case the Equipment shall be protected by any patent or copyright, the Contractor agrees to indemnify and save harmless the City, from and against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whomsoever on account of the use or sale of such Equipment by the City in violation of right under such patent or copyright.

10. Inspections. Goods and material must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the time of delivery, the goods shall be returned at no cost to the City. Where circumstances or conditions prevent effective inspection of the goods at the time of delivery, the City reserves the right to inspect the goods at a reasonable time subsequent to delivery.

11. Warranty. Contractor warrants to the City that all goods and services furnished hereunder will conform in all respects to the terms of this Agreement, including any drawings, specifications or standards incorporated herein, and that they will be free from defects in materials, workmanship, and free from such defects in design. In addition, Contractor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

12. Delivery. If completed deliveries are not made at the time agreed, the City reserves the right to cancel or purchase elsewhere and hold Contractor accountable. If delivery dates cannot be met, Contractor agrees to advise the City, in writing of the earliest possible shipping date for acceptance by the City. All contractors are specifically denied the right of using the name of the City of Elmhurst for public advertising.

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

14. Governing Law. This Agreement shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of this Agreement shall be so brought in the Circuit Court of DuPage County, State of Illinois. All applicable portions of the Uniform Commercial Code as adopted by the State of Illinois shall govern this Agreement.

15. Miscellaneous. The Contractor shall have full control of the ways and means of performing the work which is the subject of this Agreement and that the Contractor or his/its employees or representatives are in no sense employees of the City, it being specifically agreed that in respect to the City, the Contractor and any party employed by the Contractor bears the relationship of an independent contractor. The Contractor shall furnish any affidavit or certificate, in connection with work covered by this agreement as provided by law.

**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 \_\_\_\_\_, 2010.

CITY OF ELMHURST  
209 N. York St.  
Elmhurst, Illinois

ATTEST:

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

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

Executed by the CONTRACTOR, this \_\_\_\_ day of \_\_\_\_\_, 2010.

Mid American Water, Inc.  
1500 Mountain St. #1  
Aurora, Illinois 60505

ATTEST:

By \_\_\_\_\_

By \_\_\_\_\_

**EXHIBIT A**

**PRICING SCHEDULE**

**FIRE HYDRANT WITH VALVE**

<b><u>ITEM</u></b> <b><u>No.</u></b>	<b><u>SIZE</u></b>	<b><u>QTY</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>TOTAL PRICE</u></b>
2	5	6	\$2,119.99	\$12,714.00
4	6	15	\$2,195.00	\$32,925.00
6	7	1	\$2,267.00	<u>\$2,267.00</u>
				\$47,906.00

**R - 26 - 2010**

**A RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD FOR THE 2010 LEVEE MAINTENANCE IMPROVEMENTS PROJECT FOR THE CITY OF ELMHURST, ILLINOIS**

**WHEREAS**, the City of Elmhurst publicly advertised for sealed bids for the 2010 Levee Maintenance Improvements Project; and

**WHEREAS**, bids were received, publicly opened, examined and declared on Tuesday, May 4, 2010; and

**WHEREAS**, of the bids received and opened, the apparent lowest responsible bidder is V3 Construction Group, Ltd. of Woodridge, Illinois;

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

**Section 1.** The facts and statements contained in the preamble 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 V3 Construction Group, Ltd to be the lowest responsible bidder for the 2010 Levee Maintenance Improvements Project.

**Section 3.** The City Council does hereby determine that it is in the best interests of the City of Elmhurst and does hereby direct that a Notice of Award be issued to V3 Construction Group, Ltd. for the 2010 Levee Maintenance Improvements Project at the unit 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. The Notice of Award shall be accompanied by a sufficient number of Contracts with all other necessary written contract documents attached for execution by V3 Construction Group, Ltd.

**Section 5.** Provided further that V3 Construction Group, Ltd. returns to the City of Elmhurst 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.

**Section 6.** The general prevailing rate of wages in DuPage County, Illinois, for each craft or type of worker 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 7.** This Resolution shall take effect upon its passage and approval in pamphlet form.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2010, pursuant to a roll call vote as follows:

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

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

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

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

**APPROVED** by me this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Peter P. DiCianni III, Mayor of the City of  
Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,  
this \_\_\_\_ day of \_\_\_\_\_, 2010.

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

COUNCIL ACTION SUMMARY

SUBJECT: Resolution authorizing the issuance of a Notice of Award for the 2010 Levee Maintenance Improvements Project

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Sealed bids were opened and publicly read aloud on Tuesday, May 4, 2010, for the 2010 Levee Maintenance Improvements Project. Four contractors bid on the project. V3 Construction Group, Ltd, of Woodridge, Illinois, was the apparent low bidder. It is necessary that a resolution be adopted to approve the issuance of a Notice of Award to V3 Construction Group, Ltd, of Woodridge, Illinois, for the 2010 Levee Maintenance Improvements Project.

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

TO: V3 Construction Group, Ltd  
7325 Janes Avenue  
Woodridge, IL 60123

PROJECT DESCRIPTION: City of Elmhurst, 2010 Levee Maintenance Improvements Project

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 unit prices for the items set forth in the Proposal currently estimated to total the amount of Eight Hundred Ninety-Seven Thousand One Hundred Ninety-Five and No/100 Dollars (\$897,195.00), 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 \_\_\_\_ day of \_\_\_\_\_, 2010.

City of Elmhurst, Illinois,

By: \_\_\_\_\_  
Peter P. DiCianni III, Mayor of the City of  
Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,  
this \_\_\_\_ day of \_\_\_\_\_, 2010.

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

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged by \_\_\_\_\_,  
this \_\_\_\_ day of \_\_\_\_\_, 2010.

V3 Construction Group, Ltd

By: \_\_\_\_\_  
Michael P. Famiglietti, President

**A RESOLUTION AUTHORIZING THE EXECUTION OF  
AN AGREEMENT FOR THE PURCHASE AND INSTALLATION  
OF THREE FUEL DISPENSERS BY AND BETWEEN SUPERIOR  
PETROLEUM MARKETERS, INC., AND THE CITY OF ELMHURST**

**WHEREAS**, the Public Works and Buildings Committee has recommended that the City of Elmhurst, (the "City"), replace three fuel dispensers which are used to pump gasoline and diesel fuel into vehicles and equipment for the City of Elmhurst, the Elmhurst Park District and the City Center; and

**WHEREAS**, the City received three (3) bids, and Superior Petroleum Marketers, Inc., was the lowest bidder; and

**WHEREAS**, pursuant to an intergovernmental agreement executed by and between the City and the Elmhurst Park District, the Elmhurst Park District will pay twenty five percent (25%), or Six Thousand Three Hundred Sixty-Three Dollars and Seventy-Five Cents (\$6,363.75), of the price of the installation of the fuel dispensers; and

**WHEREAS**, it is in the best interests of the City and its residents that the City enter into an agreement with Superior Petroleum Marketers, Inc., for the purchase and installation of three fuel dispensers.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and the City Council of the City of Elmhurst, 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 agreement attached hereto marked as Exhibit "A" and made a part hereof, is hereby approved by the City Council of the City of Elmhurst, 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.

**Section 3.** This Resolution shall take effect upon its passage and approval as provided by law.

**ADOPTED** this \_\_\_\_ day of May, 2010, pursuant to a roll call vote as follows:

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

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

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

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

**APPROVED** by me this \_\_\_\_ day of May, 2010.

\_\_\_\_\_  
Peter P. DiCianni III, Mayor of the City of  
Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,  
this \_\_\_\_ day of May, 2010.

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

COUNCIL ACTION SUMMARY

SUBJECT: Resolution authorizing the execution of an agreement for the replacement of fuel island dispensers

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Three bids were received for the purchase and installation of fuel island dispensers at the Elmhurst Public Works Garage, and Superior Petroleum Marketers, Inc., was the lowest bidder. The appropriate agreement and an authorizing resolution have been prepared.

It is necessary that a resolution be adopted to approve the agreement with Superior Petroleum Marketers, Inc.

**Exhibit "A"**

**Agreement between City of Elmhurst, Illinois  
and Superior Petroleum Marketers, Inc.**

## AGREEMENT

This AGREEMENT is made and entered into by and between the CITY OF ELMHURST, hereinafter referred to as the "CITY," and SUPERIOR PETROLEUM MARKETERS., INC., hereinafter referred to as the "CONTRACTOR," for the following, which shall hereinafter be referred to as the "WORK":

The CONTRACTOR shall remove, furnish and install a complete Fuel Dispensing System. The Fuel Dispensers will work in conjunction with the CITY'S Fuel Inventory Control and Monitoring System for recording the individual dispensing of fuel. The dispensers shall provide accurate and timely equipment data while accounting for all the fuel and related products being dispensed. Dispensers will be controlled by a network connected, user oriented, fully automated system able to operate completely unattended 24 hours a day, 7 days a week. Access to products shall be restricted to operators with a valid Chip Key and vehicle SmartTags. The CONTRACTOR shall verify the existing condition of the fuel island, fuel piping, and electrical requirements. All wiring and plumbing construction must conform to all applicable Federal, State and Local laws and regulations. All 110-volt power lines from the dispensers to the fuel system monitor and key readers to the pumps must be enclosed in steel conduit. Care must be taken to install all components in a manner that will protect them from the environmental conditions of heat, dust and water. All required testing and all state certifications shall be completed and system shall be in compliance. Additionally, the dispensers will be installed so as not to impede equipment traffic and will be reasonably protected from damage by moving equipment or high winds. The gasoline dispensers will be E-85 compliant, shall include spin-on filters, shall include all required pulsers, and shall include counter balance hose retrievers, hose breakaways, and nozzles. The dispensers shall be installed at the following location with the following specifications:

<b>Fuel Site Name and Address</b>	<b>Total Number of Dispensers and Hoses</b>	<b>Type of Tank Monitor System</b>	<b>Fuel Inventory Management System</b>
Public Works Garage 985 South Riverside Drive. Elmhurst, IL 60126	2 Unleaded Dispenser with 2 hoses Each 1 Diesel Dispensers with 2 hose each	Veeder-Root TLS300-C	Fuel Master with RFID AIMII Technology

1. The CONTRACTOR shall provide all labor, equipment, supervision and insurance necessary to complete the WORK.
2. The CITY shall pay the CONTRACTOR, as full payment for completing the WORK, according to the following schedule:

- a. Twenty Thousand Nine Hundred Fifty Dollars (\$20,950.00) to remove, furnish and replace the existing fuel dispensers with new high hose retractors; and
- b. Three Thousand Eight Hundred Dollars (\$3,800.00) to provide a balanced vapor recovery system; and
- c. Seven Hundred Five Dollars (\$705.00) to provide a stainless steel cabinet.

The total CONTRACT PRICE shall be Twenty-Five Thousand Four Hundred Fifty-Five Dollars (\$25,455.00). In addition, the CITY shall pay the CONTRACTOR at a rate of Eighty-Two Dollars (\$82.00) per hour for any EXTRA WORK. EXTRA WORK shall include any labor not included in the WORK enumerated herein.

**3. Payment.** The CITY, for and in consideration of the completion of the WORK enumerated herein, shall pay to the CONTRACTOR the fee hereinbefore established in the following manner:

- a. Payment for completion of the WORK shall be due and payable to the CONTRACTOR upon receipt of an invoice from the CONTRACTOR and the approval thereof by the CITY. Payment requests shall be made upon completion of milestones in the WORK and shall have sufficient supporting detail to justify the payment requested.
- b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

**4. Contract Time.** The WORK will be completed by \_\_\_\_\_, 2010. The CONTRACT TIME contemplated by this AGREEMENT anticipates lost days due to normal weather conditions. Only unusual or extreme weather conditions for the time of year will be considered as justification for a delay in completion of the WORK.

**5.** EXTRA WORK under this AGREEMENT shall not be performed until receipt of written authorization or change order is received by the CONTRACTOR from the CITY, which authorization shall state the work to be performed and the method of payment. Any EXTRA WORK performed without such order will not be paid for. The CONTRACTOR shall furnish an itemized statement of the cost of such EXTRA WORK detailing the following:

- a. The date, daily hours, total hours and rate of pay each laborer engaged in the EXTRA WORK; and
- b. The quantities and prices of all materials used in the EXTRA WORK.

**6.** The CONTRACTOR will perform the WORK in accordance with generally accepted and currently recognized practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the Chicagoland area. The CONTRACTOR shall be thoroughly familiar with the site conditions, quality, and quantity of the WORK; and no plea of misunderstanding, ignorance or conditions

that exist, or difficulties that may be encountered in the execution of the WORK as a result of failure of omission on the part of the CONTRACTOR will be accepted as a basis for any claim for additional compensation.

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

**a. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

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

**b. Minimum Limits of Insurance**

The CONTRACTOR shall maintain limits no less than:

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

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

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

**d. Other Insurance Provisions**

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

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

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

**(2) All Coverages**

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

**e. Acceptability of Insurers**

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

**f. Verification of Coverage**

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

**8.** To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the CITY, its officials, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the CITY, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful and wanton performance of WORK by the CONTRACTOR, its employees, or subcontractors, or which may in any way result therefor. The CONTRACTOR shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefor or incurred in conjunction therewith, and, if any judgment shall be rendered against the CITY, its officials, agents, employees and volunteers, in any such action, the CONTRACTOR shall, at its own expense, satisfy and discharge the same.

**9.** In any case an article sold and delivered to the CITY hereunder shall be protected by any patent or copyright, the CONTRACTOR agrees to indemnify and save harmless the CITY, from and against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whomsoever on account of the use or sale of such articles by the CITY in violation of right under such patent or copyright.

**10.** CONTRACTOR warrants to the CITY that all goods and services furnished hereunder will conform in all respects to the terms of this AGREEMENT, including any drawings, specifications or standards incorporated herein, and that they will be free from defects in materials, workmanship, and free from such defects in design. In addition, CONTRACTOR warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

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

**12.** The CONTRACTOR agrees that it shall comply with all applicable laws, regulations and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the WORK. Included within the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commission regulations, Worker's Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act and regulations or EEOC statutory provisions and rules and regulations, OSHA, the Toxic Substance Disclosure to Employees Act and State and Federal EPA Statutory provisions and rules and regulations. The CONTRACTOR shall supply to the CITY the Material Data Safety Sheets (MSDS) for items sold, in accordance with Illinois law. The CONTRACTOR shall comply with all rules and regulations of the Federal, State, and local health departments, and shall take precautions to avoid creating unsanitary conditions. After completion of the WORK, the CONTRACTOR shall, at his own expense, clean up and remove all refuse, unused materials, and equipment of any kind arising out of or resulting from the WORK

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

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

**15.** The CONTRACTOR shall indicate to the CITY the information needed for completion of the WORK. The CITY shall provide to the CONTRACTOR such information as is available to the CITY and the CITY'S consultants and contractors.

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

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

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

- a. If to the CITY:

CITY OF ELMHURST  
209 North York Street  
Elmhurst, Illinois 60126  
Attn: City Manager

- b. If to the CONTRACTOR:

SUPERIOR PETROLEUM MARKETERS, INC.

\_\_\_\_\_

Attn: \_\_\_\_\_

- 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.

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

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

**21.** 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.

**22.** 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.

**23.** This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the terms of this AGREEMENT shall be so brought in the Circuit Court of DuPage County, State of Illinois. All applicable portions of the Uniform Commercial Code as adopted by the State of Illinois shall govern this Agreement.

**24.** All wages paid by the CONTRACTOR shall be in compliance with the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern.

The prevailing wage rates for DuPage County for May 2010 are attached hereto marked as Exhibit "A" and made a part hereof. If the Department of Labor revises the wage rates, the revised rate shall apply to this AGREEMENT and the CONTRACTOR will not be allowed additional compensation on account of said revisions.

The CONTRACTOR shall make and keep, for a period of not less than three (3) years, records of all laborers, mechanics, and other workers employed by them on the WORK; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day.

The CONTRACTOR shall submit monthly, in person, by mail, or electronically a certified payroll to the CITY. The certified payroll shall consist of a complete copy of the records. The certified payroll shall be accompanied by a statement signed by the CONTRACTOR that:

- a. such records are true and accurate;
- b. the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- c. the CONTRACTOR is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

Upon two (2) business days' notice, the CONTRACTOR shall make available for inspection the prevailing wage records to the CITY, its officers and agents, and to the Director of Labor and his deputies and agents at all reasonable hours at a location within this State. The CONTRACTOR and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the CITY or the Department of Labor.

**25.** The CONTRACTOR shall furnish a performance and payment bond with good and sufficient sureties in the full amount of the AGREEMENT as the penal sum. The surety shall be acceptable to the CITY, shall waive notice of any changes and extensions of time, and shall submit its bond in substantially the same form attached hereto marked as Exhibit "B" and made a part hereof.

**26.** The Certification Form attached hereto marked as Exhibit "C" shall be executed by the CONTRACTOR and it is agreed among the parties that the assurances contained in Exhibit "C" are each a material representation of fact upon which reliance is placed by the City of Elmhurst in entering into this agreement with the CONTRACTOR.

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

Executed by the CITY, this \_\_\_\_ day of \_\_\_\_\_, 2010.

CITY OF ELMHURST  
209 N. York St.  
Elmhurst, Illinois

ATTEST:

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

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

Executed by the CONTRACTOR, this \_\_\_\_ day of \_\_\_\_\_, 2010.

SUPERIOR PETROLEUM MARKETERS, INC.

\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

By \_\_\_\_\_

By \_\_\_\_\_

**Exhibit "A"**

**Du Page County Prevailing Wage for May 2010**

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		35.200	35.700	1.5	1.5	2.0	9.130	8.370	0.000	0.400
ASBESTOS ABT-MEC		BLD		31.540	0.000	1.5	1.5	2.0	9.670	9.610	0.000	0.520
BOILERMAKER		BLD		43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
CARPENTER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
CEMENT MASON		ALL		38.000	40.000	2.0	1.5	2.0	7.700	14.45	0.000	0.380
CERAMIC TILE FNSHER		BLD		33.600	0.000	2.0	1.5	2.0	6.950	8.020	0.000	0.540
COMMUNICATION TECH		BLD		32.650	34.750	1.5	1.5	2.0	7.650	11.98	0.500	0.490
ELECTRIC PWR EQMT OP		ALL		33.140	42.570	1.5	1.5	2.0	4.750	10.27	0.000	0.250
ELECTRIC PWR GRNDMAN		ALL		25.680	42.570	1.5	1.5	2.0	4.750	7.960	0.000	0.190
ELECTRIC PWR LINEMAN		ALL		39.420	42.570	1.5	1.5	2.0	4.750	12.22	0.000	0.300
ELECTRIC PWR TRK DRV		ALL		26.520	42.570	1.5	1.5	2.0	4.750	8.230	0.000	0.200
ELECTRICIAN		BLD		36.200	39.820	1.5	1.5	2.0	8.650	14.07	3.980	0.580
ELEVATOR CONSTRUCTOR		BLD		46.160	51.930	2.0	2.0	2.0	10.03	9.460	2.770	0.000
FENCE ERECTOR	NE	ALL		30.700	32.200	1.5	1.5	2.0	7.950	8.430	0.000	0.500
FENCE ERECTOR	W	ALL		40.200	42.210	2.0	2.0	2.0	8.140	15.16	0.000	0.230
GLAZIER		BLD		37.000	38.500	1.5	1.5	2.0	7.340	12.05	0.000	0.740
HT/FROST INSULATOR		BLD		42.050	44.550	1.5	1.5	2.0	9.670	10.81	0.000	0.520
IRON WORKER	E	ALL		40.750	42.750	2.0	2.0	2.0	11.00	15.99	0.000	0.300
IRON WORKER	W	ALL		40.200	42.210	2.0	2.0	2.0	8.140	15.16	0.000	0.230
LABORER		ALL		35.200	35.950	1.5	1.5	2.0	9.130	8.370	0.000	0.400
LATHER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
MACHINIST		BLD		42.770	44.770	1.5	1.5	2.0	7.750	8.690	0.650	0.000
MARBLE FINISHERS		ALL		29.100	0.000	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MARBLE MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MATERIAL TESTER I		ALL		25.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MATERIALS TESTER II		ALL		30.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MILLWRIGHT		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
OPERATING ENGINEER		BLD 1		45.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 2		43.800	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 3		41.250	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 4		39.500	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 5		48.850	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 6		46.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 7		48.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 1		43.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 2		42.750	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 3		40.700	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 4		39.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 5		38.100	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 6		46.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 7		44.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
ORNAMNTL IRON WORKER E		ALL		40.200	42.450	2.0	2.0	2.0	8.700	14.04	0.000	0.500
ORNAMNTL IRON WORKER W		ALL		40.200	42.210	2.0	2.0	2.0	8.140	15.16	0.000	0.230
PAINTER		ALL		39.680	41.680	1.5	1.5	1.5	7.500	7.250	0.000	0.750
PAINTER SIGNS		BLD		31.740	35.640	1.5	1.5	1.5	2.600	2.540	0.000	0.000
PILEDRIVER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
PIPEFITTER		BLD		39.500	41.500	1.5	1.5	2.0	9.700	11.99	0.000	1.310
PLASTERER		BLD		32.000	33.500	1.5	1.5	2.0	6.450	6.770	0.000	0.570
PLUMBER		BLD		39.500	41.500	1.5	1.5	2.0	9.700	11.99	0.000	1.310

ROOFER		BLD	37.000	40.000	1.5	1.5	2.0	7.500	6.020	0.000	0.330
SHEETMETAL WORKER		BLD	41.660	43.660	1.5	1.5	2.0	8.810	10.66	0.000	0.780
SPRINKLER FITTER		BLD	40.500	42.500	1.5	1.5	2.0	8.500	6.850	0.000	0.500
STEEL ERECTOR	E	ALL	40.750	42.750	2.0	2.0	2.0	10.95	15.99	0.000	0.300
STEEL ERECTOR	W	ALL	40.200	42.210	2.0	2.0	2.0	8.140	15.16	0.000	0.230
STONE MASON		BLD	39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
TERRAZZO FINISHER		BLD	35.150	0.000	1.5	1.5	2.0	6.950	10.57	0.000	0.380
TERRAZZO MASON		BLD	39.010	42.010	1.5	1.5	2.0	6.950	11.91	0.000	0.510
TILE MASON		BLD	40.490	44.490	2.0	1.5	2.0	6.950	9.730	0.000	0.610
TRAFFIC SAFETY WRKR		HWY	24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000
TRUCK DRIVER		ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TUCKPONTER		BLD	39.200	40.200	1.5	1.5	2.0	7.830	10.25	0.000	0.770

Legend:

Overtime is required for any hour greater than 8 worked each day, Monday through Friday.

Overtime is required for every hour worked on Saturday)

Overtime is required for every hour worked on Sunday and Holidays)

Health & Welfare Insurance)

Pension)

Education)

Training)

## Explanations

### DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

### EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the

removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

#### CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

#### COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be

needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

#### OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine;

Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including  $\frac{3}{4}$  cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including  $\frac{3}{4}$  cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall .

Class 7. Mechanics.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine,

Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size): Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over;

Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turntrailers or turnpulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

#### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

**Exhibit "B"**

**CONTRACT BOND**

\_\_\_\_\_, as Principal, and  
*(Name of Contractor)*

\_\_\_\_\_  
as  
Surety is held and firmly bound unto the City of Elmhurst in the penal sum of  
\_\_\_\_\_  
(\$ \_\_\_\_\_), lawful money of  
the United States, well and truly to be paid unto City of Elmhurst, for the payment of which we  
bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the City of  
Elmhurst this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the City of Elmhurst for the performance of work on the contract for which this bond is given and which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damage to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any persons, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the City of Elmhurst and its city council harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void, otherwise to remain in full force and effect.



**Exhibit "C"**

**CERTIFICATION FORM**

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

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

- (A) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (B) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- (C) not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 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 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 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 Chapter 15 of the Municipal Code of the City of Elmhurst;
- (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 Chapter 15 of the Municipal Code of the City of Elmhurst;
- (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 the Contractor 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 the Contractor 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; and
  
- (L) the Contractor acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this agreement are considered a public record of the City; and therefore, within thirty (30) days of completion of the work required of the Contractor under this agreement, the Contractor shall produce to the City, in electronic format, all records that directly relate to the governmental function performed by the Contractor under this agreement at no additional cost to the City; and furthermore, the Contractor shall review its records and promptly produce to the City any additional records in the Contractor's possession which the City requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the Contractor shall produce to the City such records within three (3) business days of a request for such records from the City at no additional cost to the City.

If any certification made by the Contractor or term or condition in the agreement changes, the Contractor shall notify the City of Elmhurst in writing within seven (7) days.

Dated: \_\_\_\_\_, 2010

Contractor: \_\_\_\_\_

By \_\_\_\_\_  
(Authorized Agent of CONTRACTOR)

Title: \_\_\_\_\_



R -28-2010

**A RESOLUTION AUTHORIZING  
THE ISSUANCE OF A NOTICE OF AWARD FOR THE  
2010 CONTRACT PAVING PROGRAM  
FOR THE CITY OF ELMHURST, ILLINOIS**

**WHEREAS**, the City of Elmhurst publicly advertised for sealed bids for contract paving services for the 2010 Contract Paving Program; and

**WHEREAS**, bids were received, publicly opened, examined and declared on Tuesday, May 4, 2010; and

**WHEREAS**, of the bids received and opened, the apparent lowest responsible bidder is Brothers Asphalt Paving, Inc. (“Brothers”).

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

**Section 1.** The facts and statements contained in the preamble 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 Brothers to be the lowest responsible bidder for contract paving services for the 2010 Contract Paving Program.

**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 Brothers for contract paving services for the 2010 Contract Paving Program 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 Brothers, the lowest responsible bidder,

for the contract paving services for the 2010 Contract Paving Program, at the prices listed within the bid proposal, which will result in an amount not to exceed Two Million Two Hundred Sixty-Three Thousand Eight Hundred Sixty-Eight Dollars and Eight-One Cents (\$2,263,868.81). The Notice of Award shall be accompanied by a sufficient number of contracts with all other necessary written contract documents attached for execution by Brothers.

**Section 5.** Provided further that Brothers 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.

**Section 6.** The general prevailing rate of wages in DuPage County, Illinois, for each craft or type of worker 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.

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

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

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2010, pursuant to a roll call vote as follows:

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

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

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

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

**APPROVED** by me this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Peter P. DiCianni III, Mayor of the City of  
Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,  
this \_\_\_\_ day of \_\_\_\_\_, 2010.

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

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

TO: Brothers Asphalt Paving, Inc.  
1340 Horseshoe Court  
Addison, IL 60101

PROJECT DESCRIPTION: City of Elmhurst, 2010 Contract Paving Program

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 Two Million Two Hundred Sixty-Three Thousand Eight Hundred Sixty-Eight Dollars and Eight-One Cents (\$2,263,868.81), 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 \_\_\_\_ day of \_\_\_\_\_, 2010.

City of Elmhurst, Illinois,

By: \_\_\_\_\_  
Peter P. DiCianni III, Mayor of the City of  
Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,  
this \_\_\_\_ day of \_\_\_\_\_, 2010.

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

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged by \_\_\_\_\_,  
this \_\_\_\_ day of \_\_\_\_\_, 2010.

BROTHERS ASPHALT PAVING, INC.

By: \_\_\_\_\_  
Authorized Agent

COUNCIL ACTION SUMMARY

SUBJECT: Resolution authorizing the issuance of a Notice of Award for 2010 Contract Paving Program

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Contract paving services were bid for the 2010 Contract Paving Program. There were nine contractors that bid for the contract paving services. Brothers was the low bid by \$2,263,868.81. It is necessary that a resolution be adopted to approve the Notice of Award for contract paving services for the 2010 Contract Paving Program.



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

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

May 10, 2010

TO: Mayor DiCianni and Members of the City Council

**RE: Allied Waste Contract Rate Adjustment**

The Public Works and Buildings Committee met on February 22, 2010, March 8, 2010, April 12, 2010 and again on May 10, 2010 to discuss the Allied Waste contract and the annual rate adjustment for the monthly service charges.

In accordance with the contract between the City and Allied Waste, the rate for services must be reviewed on an annual basis. The contract contains provisions for increases to the rates charged by Allied Waste on an annual basis, this year the adjustment to Allied Waste's rate is zero.

Internal costs for the street sweeping of leaves (\$74,160) and additional salary costs (\$87,830) are allocated to the refuse and recycling program expenses. These costs are accounted for in the monthly rate adjustments.

These increases will be incorporated into the monthly rates the City charges residents for service. The rate for a 33-gallon garbage receptacle will go from \$13.68 to \$14.03 per month. And the rate for the 96-gallon toter will go from \$19.96 to \$20.76 per month. The amount charged for refuse stickers will increase from \$2.00 to \$2.25 and yardwaste stickers will remain at \$2.25.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the monthly rates charged for solid waste removal and the prices paid for refuse stickers be adjusted as outlined above effective July 1, 2010.

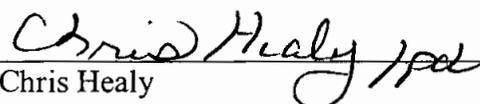
Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE

  
Jim Kennedy, Chairman

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

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

  
Chris Healy

Copies To All  
Elected Officials  
5-13-10

Schedule A

**Allied Waste (BFI) Rates**

	33 Gallon	Toter	Refuse Sticker	Yardwaste Sticker
2000/01	\$ 9.07	\$ 12.00	\$ 1.00	\$ 1.30
2001/02	\$ 9.34	\$ 12.36	\$ 1.03	\$ 1.33
2002/03	\$ 9.39	\$ 12.43	\$ 1.04	\$ 1.34
2003/04	\$ 9.74	\$ 12.90	\$ 1.08	\$ 1.36
2004/05	\$ 10.05	\$ 13.32	\$ 1.11	\$ 1.37
2005/06	\$ 10.65	\$ 14.62	\$ 1.28	\$ 1.55
2006/07	\$ 11.10	\$ 15.24	\$ 1.35	\$ 1.64
2007/08	\$ 11.57	\$ 15.89	\$ 1.45	\$ 1.74
2008/09	\$ 12.18	\$ 16.72	\$ 1.53	\$ 1.83
2009/10	\$ 12.76	\$ 17.52	\$ 1.60	\$ 1.92
2010/11	\$ 12.76	\$ 17.52	\$ 1.60	\$ 1.92

**City Billing Rates**

	33 Gallon	Toter	Refuse Sticker	Yardwaste Sticker
	\$ 9.07	\$ 12.00	\$ 1.25	\$ 1.30
	\$ 9.34	\$ 12.36	\$ 1.25	\$ 1.50
	\$ 9.81	\$ 12.98	\$ 1.25	\$ 1.50
	\$ 10.30	\$ 13.63	\$ 1.25	\$ 1.50
	\$ 10.69	\$ 14.14	\$ 1.25	\$ 1.50
	\$ 11.01	\$ 15.41	\$ 1.65	\$ 1.75
	\$ 11.66	\$ 16.33	\$ 1.65	\$ 1.75
	\$ 12.13	\$ 16.98	\$ 1.75	\$ 2.00
	\$ 12.44	\$ 17.98	\$ 2.00	\$ 2.25
	\$ 13.68	\$ 19.96	\$ 2.00	\$ 2.25
	\$ 14.03	\$ 20.76	\$ 2.25	\$ 2.25

**City Administration Rates**

	33 Gallon	Toter	Refuse Sticker	Yardwaste Sticker
	\$ -	\$ -	\$ 0.25	\$ -
	\$ -	\$ -	\$ 0.22	\$ 0.17
	\$ 0.42	\$ 0.55	\$ 0.21	\$ 0.16
	\$ 0.56	\$ 0.73	\$ 0.17	\$ 0.14
	\$ 0.64	\$ 0.82	\$ 0.14	\$ 0.13
	\$ 0.36	\$ 0.79	\$ 0.37	\$ 0.20
	\$ 0.56	\$ 1.09	\$ 0.30	\$ 0.11
	\$ 0.56	\$ 1.09	\$ 0.30	\$ 0.26
	\$ 0.26	\$ 1.26	\$ 0.47	\$ 0.42
	\$ 0.92	\$ 2.44	\$ 0.40	\$ 0.33
	\$ 1.27	\$ 3.24	\$ 0.65	\$ 0.33

<u>Est. Expenses To Be Recovered</u>	<u>Est. 2009/10</u>	<u>2010/11</u>
Leaf Pickup	\$ 104,626	\$ 110,700
Street Sweeping	\$ 72,000	\$ 74,160
Supplies	\$ 16,500	\$ 17,000
Education Material	\$ 2,000	\$ 2,000
IT Services	\$ 54,050	\$ 93,440
City Services	\$ -	\$ 27,000
Salaries/Benefits	\$ 64,600	\$ 87,830
	<u>\$ 313,776</u>	<u>\$ 412,130</u>

	<u>Est. 09/10</u>	<u>Est. 10/11</u>
<u>Rubbish Services</u>	<u>Quantities</u>	<u>Quantities</u>
33 Gallon (per month)	8,167	8,035
Toter (per month)	5,088	5,220
Refuse Sticker Sales (per year)	68,607	62,250
Yardwaste Sticker Sales (per year)	121,000	121,000
<u>Est. City Rev. to Cover Expenses</u>	<u>Est. 2009/10</u>	<u>2010/11</u>
33 Gallon (per month)	90,164	122,453
Toter (per month)	148,977	202,853
Refuse Sticker Sales (per year)	27,443	40,463
Yardwaste Sticker Sales (per year)	39,930	39,930
	<u>306,513</u>	<u>405,699</u>