

AGENDA
OF BUSINESS TO BE BROUGHT BEFORE THE MEETING
OF THE CITY COUNCIL OF ELMHURST, ILLINOIS, 209 NORTH YORK
TUESDAY, JULY 6, 2010
7:30 P.M.

- 1. Executive Session 7:00 p.m. – Land Disposition and Personnel (Conf. Room #2)**
- 2. Call to Order/Pledge of Allegiance/Star Spangled Banner/Roll Call**
- 3. Swearing In of Fire Department Personnel – Mark W. Millett, Lieutenant and Kevin Riordan, Firefighter**
- 4. Peer Jury Recognition – Outgoing Members (Sgt. McLean)**
- 5. Receipt of Written Communications and Petitions from the Public**
- 6. Public Forum**
- 7. Consent Agenda**
 - a. Minutes of the Regular Meeting Held on Monday, June 21, 2010 (City Clerk Spencer): Approve as published
 - b. Minutes of the Executive Session Meeting Held on Monday, June 21, 2010 (City Clerk Spencer): Receive and place on file
 - c. Accounts Payable – June 30, 2010, Total \$ 2,261,740.94
 - d. Reappointment to the Elmhurst Heritage Foundation – Scott Smith and Margaret Pruter (Mayor DiCianni): Concur with the Mayor's recommendation
 - e. Bid Results, 2010 Asphalt Rejuvenating Treatment Contract (City Clerk Spencer): Refer to the Public Works and Buildings Committee
 - f. Strategic Plan for Economic Development / Expansion of Economic Development Commission (City Manager Borchert): Refer to the Development, Planning and Zoning Committee
 - g. Report – Levee Maintenance Improvements Project Additional Work (PW&B)
 - h. Report – Jackson and Adams Streets – West of Spring Rd. Yield Sign Request (PA&S)
 - i. Report – Emergency Expenditure Authority, Contract Services for June 2010 Storm Cleanup Use of Contingency Account (F,CA&AS)
 - j. O-23-2010 – An Ordinance Authorizing the Execution of a Sales Tax Rebate Agreement Between the City of Elmhurst and Lucky Motors, Inc.
 - k. MCO-22-2010 – An Ordinance Amending Section 36.11, Entitled "Limitation on Number of Licenses," of Article II, Entitled "Retail Licenses," of Chapter 36, Entitled "Liquor," of the Municipal Code of Ordinances of the City of Elmhurst, DuPage and Cook Counties, Illinois (Pints)
 - l. ZO-14-2010 – An Ordinance Approving Text Amendments to the City of Elmhurst Zoning Ordinance
 - m. ZO-15-2010 – An Ordinance Authorizing a Map Amendment Rezoning the Rear Portion of the Property Commonly Known as the Bartucci Medical Property, Located at 300 West Butterfield, and Granting a variation for the Number of Dwelling Units for Elm Creek Condominiums and Townhomes, Located at 1 Elm Creek Drive (AIMCO Properties, LLC)
 - n. R-33-2010 – A Resolution Authorizing the Issuance of a Notice of Award for Brick Pavers for the First Street Parking Deck Project for the City of Elmhurst, Illinois
 - o. R-34-2010 – A Resolution Authorizing the Issuance of a Notice of Award for the Parker Relief Storm Sewer Project in the City of Elmhurst, Illinois
 - p. R-35-2010 – A Resolution Authorizing the Issuance of a Notice of Award for the 2010 Concrete Pavement Patching Program for the City of Elmhurst, Illinois

- q. R-36-2010 – A Resolution to Approve and Authorize the Execution of a Contract for Analytical Laboratory Services for the Wastewater Treatment Plant By and Between Suburban Laboratories, Inc. and the City of Elmhurst
- r. R-37-2010 – A Resolution Approving the Final Plat of Resubdivision of the Elm Creek Townhomes (AIMCO Properties, LLC)
- s. R-38-2010 – A Resolution Authorizing the Issuance of a Notice of Award for the Demolition of 149 North Addison Avenue in the City of Elmhurst, Illinois

8. Reports and Recommendations of Appointed and Elected Officials

- a. Updates (Mayor DiCianni)

9. Other Business

10. Announcements

11. Adjournment

PLEASE NOTE:

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

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF THE ELMHURST, ILLINOIS
HELD ON MONDAY, JUNE 21, 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, JUNE 21, 2010
209 NORTH YORK STREET
ELMHURST, ILLINOIS**

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

1. Executive session was called to order at 7:03 p.m. by Mayor DiCianni for the purpose of discussing Land Acquisition, Land Disposition and Personnel.

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

Absent: None

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

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

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

Nays: None

14 ayes, 0 nays, 0 absent
Motion duly carried

Alderman Pezza moved to adjourn executive session. Alderman Gutenkauf seconded. Voice vote. Motion carried. Executive session adjourned at 7:27 p.m.

CALL TO ORDER/ PLEDGE OF ALLEGIANCE/ ROLL CALL

Attendance: 37

2. The Regular Meeting of the Elmhurst City Council was called to order by Mayor DiCianni at 7:39 p.m.

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

Absent: None

Also in Attendance: City Treasurer Dyer, City Attorney Peppers, City Manager Borchert, Assistant City Manager/Fire Chief Kopp

RECEIPT OF WRITTEN COMMUNICATIONS AND PETITIONS FROM THE PUBLIC

3. None.

PUBLIC FORUM

4. Kyle Woitel
585 Gladys Ave.
Elmhurst, IL 60126

Spoke regarding the sidewalks on Gladys Avenue. He stated the compromise proposal by Council is appreciated. He asked that if Council does not approve it tonight, that they do not cancel the original SSA and put in sidewalks on both sides of the street.

Richard Jarman, Professor of Chemistry, College of DuPage
460 Rain Tree Drive
Glen Ellyn, IL 60137

Spoke regarding the College of Dupage's CODiscover program which gathers input from communities regarding the college. He stated that input will be used for their strategic planning.

The website is www.CODiscoverCOD.com. He presented Clerk Spencer with a brochure for the Council.

Terry Pastika, Citizens Advocacy Center
182 N. York St.
Elmhurst, IL 60126

Spoke regarding citizen Darlene Heslop being ejected from the Finance, Council Affairs and Administrative Services Committee meeting on June 14, 2010 stating this was a violation of a local ordinance, the IL Open Meetings Act and the 1st Amendment. She thanked Alderman Mulliner for his common sense response to the incident and Aldermen Gutenkauf and York for not going along with the ejection. She stated Ms. Heslop has been appointed to the Youth Commission for a term expiring in 2013, and any action to remove her from said commission would be a violation of the 1st Amendment. Ms. Pastika concluded by asking City Manager Borchert to contact her office to set-up Ethics Training for Elected Officials per the Mayor's suggestion.

Patty Hicks
125 E. Crescent
Elmhurst, IL 60126

Spoke about her disappointment in City workers for the lack of notice given regarding work done on her block. She spoke about her power loss from recent storms and stated when she called City Hall to state her problem, she felt there could have been a more pro-active response. She spoke of the ejection of a citizen from the most recent Finance, Council Affairs and Administrative Services Committee meeting and the lack of judgment used regarding the incident.

Richard Hoffman
605 W. Gladys Ave.
Elmhurst, IL 60126

Thanked the City Council and the Public Works and Buildings Committee for their hard work on sidewalks for the last couple of years. He stated cancelling SSA 12 is the right thing to do.

John Reboletti
625 W. Gladys Ave.
Elmhurst, IL 60126

Spoke against sidewalks on Gladys Avenue.

Greg Zerkis
311 W. Elm Park Ave.
Elmhurst, IL 60126

Spoke regarding the power outages in Elmhurst. He asked the City to develop a long range plan and have ComEd adhere to it.

Tamara Brenner
137 N. Caroline
Elmhurst, IL 60126

Spoke regarding the Mayor's rebuttal from the chair regarding comments she and another citizen had made at the last Council meeting. She stated that was an unfair forum to address them. She spoke of the expulsion of a resident from the Finance, Council Affairs and Administrative Services Committee meeting last week asking Council to create a climate where all citizens feel welcome to present their views.

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

Spoke regarding her ejection from the Finance, Council Affairs and Administrative Services Committee stating her rights were infringed upon.

CONSENT AGENDA

5. The following items on the Consent Agenda were presented:
- a. MINUTES OF THE REGULAR MEETING HELD ON MONDAY, MAY 17, 2010 (City Clerk Spencer): Approve as published
 - b. MINUTES OF THE REGULAR MEETING HELD ON MONDAY, JUNE 7, 2010 (City Clerk Spencer): Approve as published
 - c. ACCOUNTS PAYABLE – JUNE 21, 2010, TOTAL \$ 1,278,913.37
 - d. REPORT – FIRST STREET PARKING DECK BIDS FOR DECORATIVE PAVERS The following report of the Public Works and Buildings Committee was presented for passage:

June 14, 2010

TO: Mayor DiCianni and Members of the City Council
RE: First Street Parking Deck Bids for Decorative Pavers

On Monday, June 14, 2010 the Public Works and Buildings Committee met to review bids received for the First Street Parking Deck bids for Decorative Pavers.

On September 8, 2009 the Elmhurst City Council approved the construction of a parking deck located at 175 West First Street. As part of that construction, various packages will be put out for public bid. Those bids will then be reviewed by the Public Works and Buildings Committee. The bid currently under review is for decorative pavers.

The low bidder for the decorative pavers was Sebert Landscaping of Bartlett, Illinois with a total bid of \$28,112.00. Reference checks for this contractor indicate that work was completed in a satisfactory manner. See attached bid analysis for a discussion of the number of bidders and proceeding with accepting the bid.

Technically, this streetscape work is outside the scope of work of the Parking Deck, but the improvement is being incorporated into the deck construction to simplify coordination and allow for both to be completed at the same time. Streetscape of this block has been a part of the original downtown redevelopment plan since 1991. This work will be paid out of the Tax Increment Financing (TIF) funds.

Advertisements to bid were posted in the Elmhurst Independent on May 11, 2010. Bids were opened by the City Clerk on May 25, 2010.

Monies for this work have been approved in the FY 2010/2011 Budget, in account number 310-0089-461-80-24 in the amount of \$50,000.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the bid for Decorative Pavers as outlined above be accepted and that the City Attorney be authorized to prepare a resolution for the project.

Respectfully submitted,
Public Works and Building Committee

/s/ Jim Kennedy
Chairman

/s/ Michael J. Bram
Vice-Chairman

/s/ Pat Shea

/s/ Chris Healy

- e. REPORT – DEMOLITION OF 149 N. ADDISON AVENUE The following report of the Public Works and Buildings Committee was presented for passage:

June 14, 2010

TO: Mayor DiCianni and Members of the City Council
RE: Demolition of 149 N. Addison Avenue

The Public Works and Buildings Committee met on Monday, June 14, 2010 to review bids for the Demolition of 149 N. Addison Avenue. The six (6) bids received from area contractors are summarized on Attachment "A".

The bids received will provide for the demolition and removal of the one story building at 149 N. Addison Avenue. Other work will include utility disconnections, removal of foundation to a depth of three feet below grade, backfill of voids with stone and temporary site fencing.

The contract requires that the above work shall be completed by July 23, 2010. Once the work has been completed the site will be paved in the 2010 contract paving program and used as a temporary public parking lot.

Site Recovery Services, Inc. submitted the lowest responsible bid meeting all of the bidding requirements. Site Recovery Services, Inc. has completed similar work for several local municipalities in a satisfactory manner.

Monies for this work have been provided in the FY 2010/2011 Budget, in account number 530-0088-503-80-19 in the amount of \$30,000.

It is, therefore, the recommendation of the Public Works and Building Committee that the low bid in the amount of \$24,885.00 from Site Recovery Service, Inc. for the Demolition of 149 N. Addison Avenue be accepted and the City attorney be authorized to draft a resolution for approving a contract with Site Recovery Service, Inc.

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 – PARKER RELIEF STORM SEWER PROJECT The following report of the Public Works and Buildings Committee was presented for passage:

June 14, 2010

TO: Mayor DiCianni and Members of the City Council
RE: Parker Relief Storm Sewer Project

The Public Works and Buildings Committee met on Monday, June 14, 2010 to review proposals received for the installation of a relief storm sewer on Parker Street from Belden Avenue to Fullerton Avenue. The three (3) proposals received from area contractors are summarized on Attachment "A".

The existing public drainage system through Maywood Sportsman Park consists of various ditches and culverts and is extremely flat. Due to these conditions the system is frequently silted in and overgrown. The system does not function as designed and results in flooding conditions at the intersection of Belden Avenue and Geneva Avenue. City staff has met with officials at Maywood Sportsman Park to discuss the drainage system and they have indicated that they do attempt to keep the drainage system flowing but that due to the initial poor design they are often unsuccessful. The storm sewer on Belden Avenue holds water due to the inability to properly drain. Consequently, during the winter, water remaining in the storm sewer freezes, compounding flooding issues during winter events.

The proposals received will provide for the installation of 525 lineal feet of eight-inch storm sewer pipe on Parker Street to provide a relief storm sewer to eliminate standing water in the intersection of Belden Avenue and Geneva Avenue. The line will connect this area to the existing storm sewer

on Parker Street at Fullerton Avenue. That line is a twelve-inch sewer and has adequate capacity to take the water which would be standing on the pavement at Belden Avenue and Geneva Avenue.

Down Under Construction, Inc., of St. Charles, IL, submitted the lowest responsible proposal meeting all of the requirements. Down Under's proposal was \$23,980.00. Down Under Construction has completed similar work for the City in a satisfactory manner.

Monies for this work have been provided in the FY 2010/2011 Budget, in account number 110-6048-513-80-14 in the amount of \$50,000.00.

It is, therefore, the recommendation of the Public Works and Building Committee that the low proposal from Down Under Construction, Inc in the amount of \$23,980.00 for the installation of a relief storm sewer on Parker Street, be accepted.

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 – WWTP ANALYTICAL LABORATORY SERVICES PROPOSAL The following report of the Public Works and Buildings Committee was presented for passage:

June 14, 2010

TO: Mayor DiCianni and Members of the City Council
RE: WWTP Analytical Laboratory Services Proposal

The Public Works and Buildings Committee met on June 14, 2010 to discuss proposals submitted by two analytical laboratories to provide laboratory services for the wastewater treatment plant and associated water production facilities. The laboratory services are required by the Illinois Environmental Protection Agency (IEPA) to confirm that the City's water, sludge, and wastewater are in compliance with the City's IEPA permit.

Staff sent out requests for proposals to several area labs. Two proposals were received, one from Suburban Laboratories of Hillside, Illinois and one from Environmental Monitoring of Morton Grove, Illinois. City staff contacted several of the other labs to inquire why they did not submit a proposal, they stated that due to the distance required for them to retrieve samples they would not be competitive or that they were unable to perform all of the tests required. In an attempt to obtain multiple competitive bids and to take advantage of economy of scale the proposal requested pricing for three years.

The proposals are summarized below:

| VENDOR | ANNUAL COST | | |
|--------------------------|-------------|-------------|-------------|
| | Year 1 | Year 2 | Year 3 |
| Suburban Laboratories | \$27,564.60 | \$27,564.60 | \$27,564.60 |
| Environmental Monitoring | \$29,980.05 | \$30,879.45 | \$31,805.83 |

The pricing is based on anticipated annual number of required tests. The actual number of tests conducted annually can vary due to changes in regulation, required repeat tests, and problem resolution.

After reviewing the proposals, Suburban Laboratories of Hillside, Illinois provides the best and most cost effective proposal for the City's WWTP analytical laboratory services. The City has used Suburban Laboratories for many lab services and is very satisfied with the quality of their services.

Monies for this work are provided for in the FY 2010/11 Municipal Utility Fund Budget, account numbers 510-6051-501-30-33 and 510-6057-502-30-33 in the amounts of \$9,000 and \$32,000.

It is, therefore, the recommendation of the Public Works and Buildings Committee that Suburban Laboratories' 3 year proposal in the amount of \$27,564.60 be accepted.

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 – 2010 CONCRETE PAVEMENT PATCHING PROGRAM The following report of the Public Works and Buildings Committee was presented for passage:

June 14, 2009

TO: Mayor DiCianni and Members of the City Council
RE: 2010 Concrete Pavement Patching Program

The Public Works and Buildings Committee met on Monday, June 14, 2010 to review bids received for the 2010 Concrete Pavement Patching Program. The bids are summarized on Attachment "A".

The work consists of the removal and replacement of deteriorated concrete pavement, curb, and gutter, at various locations throughout the City.

DiNatale Construction, Incorporated of Addison, Illinois submitted the lowest responsible bid meeting all of the bidding requirements. DiNatale Construction, Incorporated has performed similar work for other municipalities previously and the work was completed in a satisfactory manner.

Monies for this project have been provided in the FY2010/11 budget in account number 110-6041-432-30-11 in the amount of \$100,000 to repair deteriorated concrete pavement, and in account number 510-6052-501-30-11 in the amount of \$37,000 to repair concrete pavement damaged by water distribution system work.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the bid from DiNatale Construction, Incorporated, for the 2010 Concrete Pavement Patching Program in the amount of \$95,900.00, be accepted and that the City Attorney 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

- i. REPORT – LIQUOR LICENSE REQUEST: PINTS The following report of the Public Affairs and Safety Committee was presented for passage:

June 14, 2010

To: Mayor DiCianni and Members of the City Council
Re: Liquor License Request: Pints

The Public Affairs and Safety Committee met on June 14, 2010 to discuss the liquor license request by Pints. A representative from Pints was present to explain their business plan and answer the Committee's questions.

Pints will be located at 114 S. York Street. They will be a Sports bar/English pub serving high-quality food with 24 different types of beer on tap, and carry every major sporting event. The hours

of operation will be 11:00 a.m. to 1:00 a.m. Sunday through Thursday and 11:00 a.m. to 2:00 a.m. Friday and Saturday, with seating available for 108 patrons (see attached floor plan).

There are currently three Pints operating in Iowa City, Davenport and Harrington's Pub in Bettendorf, Iowa. This will be the fourth Pints opened by Mark Roemer, founder of Pints. The Elmhurst location will be serving a full menu of high quality food, such as Gourmet Hamburgers, Grilled Chicken Sandwiches, Salads and Fries.

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

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Attorney be authorized to prepare the appropriate ordinance to provide the availability of a Class "RL" liquor license for Pints located at 114 S. York Street.

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

- j. REPORT – CASE NUMBER 08P-05/AIMCO REQUEST FOR MAP AMENDMENT (REZONING) SUBDIVISION, AND VARIATION The following report of the Development, Planning and Zoning Committee was presented for passage:

June 15, 2010

TO: Mayor DiCianni and Members of the City Council
RE: Case Number 08P-05/Aimco Request for Map Amendment (Rezoning) Subdivision, and Variation

Request for Subdivision, Map Amendment and Variation for the purpose of constructing 28 new townhomes on property commonly known as 1 Elm Creek Drive (PIN 06-14-406-060 and 06-14-409-057) said property being located within the R4 Limited General Residence District and the C3 General Commercial District.

The Development, Planning and Zoning Committee met on June 14, 2010 to review the subject request for 28 proposed townhomes to be constructed on Elm Creek property.

The Applicant is requesting approval of a subdivision for a portion of the development site that is currently the rear portion of the Bartucci Medical property, commonly known as 300 W. Butterfield. This portion of the development site is the subject of the rezoning request from C3 to R4; this rezoning and subdivision will allow dwelling units by consolidating the subdivided property with the Elm Creek property. The remaining Bartucci property will be legal and conforming after the proposed subdivision.

The applicant is also requesting a variation in the number of dwelling units allowed. The applicant is requesting approval of 28 additional townhome units resulting in a total of 400 dwelling units, or one unit for every 2,036 square feet of lot area (21.39 dwelling units/ acre). Therefore, the request is for a variation of 30%.

The Committee reviewed the Zoning and Planning Commission report dated September 17, 2008, the DPZ Committee report dated September 23, 2008, and the City Council action on the DPZ report.

This case was recommended for approval by the Zoning and Planning Commission (8-0, 1 absent) and the Development, Planning and Zoning Committee of City Council (3-0). The DPZ report recommending approval, dated September 23, 2008, was approved by City Council (13-0 1 absent) on October 6, 2008. The City Attorney began the preparation of an Ordinance and Resolution for

this request; however, due to changing economic conditions, the Applicant (Aimco) was unable to close on the portion of property to be acquired from abutting property owner Dr. Bartucci. The Applicant and Dr. Bartucci have subsequently come to an agreement and, therefore, their request for approval is again before the City Council.

Because the Zoning Ordinance and the Municipal Code do not address the situation of an Ordinance being delayed, and because there is not any time limit between the approval of a Committee Report and the adoption of the enabling ordinance, the Applicant's request can be forwarded to the City Council for Ordinance approval. The Committee reviewed the proposed plans and noted that there were no changes to the original request.

Therefore, it is the recommendation of the Development, Planning and Zoning Committee that the City Council approve this request for Map Amendment (rezoning), Subdivision and Variation. The City Attorney is hereby directed to prepare an Ordinance for the Map Amendment and Variation, and a Resolution for the Subdivision.

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

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

June 16, 2010

TO: Mayor DiCianni and Members of the City Council

RE: Case Number 10 P-06 / City of Elmhurst Zoning Ordinance Text Amendments

Request to amend the text of the Elmhurst Zoning Ordinance as follows:

Section 4.2-3 – To prohibit Temporary and/or Inflatable Structures

Section 4.2-6 - Delete entire Subsection relating to above ground fuel tanks

Chapter 7, Part A 4c – limit front porches to be one story only

Section 10.2f – Insert “Single Family” before “residential lots”

Section 10.2-2 – Insert C1 and C4A after “Central Business District”

Chapter 10, Table 1, Class 9iii – Include C4 and C4A

Section 11.6Lc – Change four feet to six feet for commercial sign height

Chapter 13 – Add definition of “Temporary Structures”.

The Development, Planning and Zoning Committee met on June 14, 2010 to review the Zoning and Planning Commission report dated May 24, 2010. The City of Elmhurst, as Applicant, is requesting various text amendments to the Zoning Ordinance

Background:

Temporary and/or Inflatable Structures – The current language in Section 4.2-3 of the Zoning Ordinance only addresses temporary mobile homes/offices. This Section does not address tent-like structures used, for example, to cover automobiles, nor does this Section address inflatable structures. Also, Chapter 13 – add definition of temporary structures.

Above Ground Fuel Tanks – Section 4.2-7 - above ground fuel tanks were added to the Zoning Ordinance in May 1996 at the request of then Fire Chief John Fennel. He requested this language be added to the Zoning Ordinance because, at that time, the State Fire Marshall changed the State law to allow above ground tanks. Because the Fire Department now has codes and regulations dealing with above-ground fuel tanks, this Section is no longer needed in the Zoning Ordinance.

Limit Front Porches to One-Story – Chapter 7, Part A 4c – In June of 2008, this Section was amended to include a provision that allows “open unenclosed front porches” to protrude up to 6 feet forward of the average on the block, provided that the porch does not protrude forward of the district setback requirement. In the past two years we have had builders and others attempt to use this

provision for a two-story porch, or porch with a deck or living area above. This provision needs to clearly state that front porches are one story only.

Section 10.2f – This Subsection currently requires that all parking spaces open onto an aisle, except on “residential lots”. This needs to be clarified to except only “Single-Family Residential” lots – multiple-family lots should also be required to have all parking spaces open onto an aisle.

Section 10.2-2 – This Section currently states that parking spaces shall be provided in accordance with the parking requirements, except in the “Central Business District”. This Section needs to be amended to include the C1 District, which, like the Central Business District, does not require off-street parking, and the C4A District which has reduced parking requirements.

Chapter 10, Table I, Class 9iii – This Subsection lists the parking requirements for “repair, rental, and servicing of any item, the retail sale of which is permitted in the C1, C2 and C3 Districts”. To be consistent with the Permitted Use Lists in the C4 and C4A districts, which allow rental, repair and servicing of items, these two districts should be listed in this Subsection.

Section 11.6lc – This Section limits commercial real estate signs to a maximum of 4 feet above grade. Because commercial real estate signs are 4 feet high, this provision should be amended to allow a maximum height of 6 feet to allow proper installation of these signs.

Chapter 13 – Add definition of “Temporary Structures”.

Applicant’s Request:

Proposed text shown in italics

Section 4.2-3 b – Amend first sentence to read: “A mobile home *and temporary tents and membrane structures* shall not be considered to be permissible as an accessory building.”

Section 4.2-7 – Delete entire Section

Chapter 7, Part A 4c – Amend last sentence to read: “Open, unenclosed *one-story* front porches that do not exceed an encroachment into the established average front yard setback of more than six (6) feet of that average setback shall be permitted provided, however, that the encroachment cannot exceed the required setback of the district in which it is located.”

Section 10.2f – Amend first sentence to read: “Except on *single-family* residential lots, each off-street parking space shall open directly upon an aisle or driveway at least 12 feet wide or such additional width and design as to provide safe and efficient means of vehicular access to such parking space.”

Section 10.2-2 – Amend second sentence to read: “Off-street parking spaces shall be provided in accordance with the specific Parking Classes as hereinafter set forth in the Off-Street Parking Table (Parking Classes) except within the *C1, C4 and C4A Districts*.”

Chapter 10 Table I, Class 9iii – Amend to read: “Repair, rental and servicing of any item, the retail sale of which is permitted in the C1, C2, C3, *C4 and C4A Districts*”.

Section 11.6lc – Amend last sentence to read: “No such sign shall be higher than *six (6)* feet above grade nor closer to any lot line than six feet.”

Chapter 13 – Add new definition of Temporary Structures as follows:

“Temporary Structures – The following words and terms shall have the meaning shown herein:

Air-Inflated Structure – A building where the shape of the structure is maintained by air pressurization of cells or tubes to form a barrel vault over the usable area. Occupants of such a structure do not occupy the pressurized areas used to support the structure.

Air-Supported Structure – A structure wherein the shape of the structure is attained by air pressure and occupants of the structure are within the elevated pressure area.

Membrane Structure – An air-inflated, air-supported, cable or frame-covered structure as defined by the International Building Code and not otherwise defined as a tent.

Tent – A structure, enclosure or shelter, with or without side-walls or drops, constructed of fabric or pliable material supported by any manner except by air or the contents that it protects.”

Therefore, it is the recommendation of the Development, Planning and Zoning Committee that the City Council approve this request. The City Attorney is hereby directed to prepare an Ordinance authorizing these proposed Zoning Ordinance Text Amendments.

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

l. O-16-2010 – AN ORDINANCE AUTHORIZING THE SALE BY AUCTION OF PERSONAL PROPERTY OWNED BY THE CITY OF ELMHURST

Ordinance O-16-2010 was presented for passage

m. O-17-2010 – AN ORDINANCE PROVIDING FOR THE DECLARATION OF THE GENERAL PREVAILING RATE OF HOURLY WAGES FOR THE YEAR 2010 TO BE PAID TO LABORERS, MECHANICS AND OTHER WORKERS PERFORMING CONSTRUCTION OF PUBLIC WORKS WITHIN THE CITY OF ELMHURST DUPAGE AND COOK COUNTIES, ILLINOIS

Ordinance O-17-2010 was presented for passage

n. O-19-2010 – AN ORDINANCE AUTHORIZING THE SALE BY AUCTION OF PERSONAL PROPERTY OWNED BY THE CITY OF ELMHURST

Ordinance O-19-2010 was presented for passage.

o. O-22-2010 – AN ORDINANCE ESTABLISHING SPECIAL SERVICE AREA NUMBER FOURTEEN (SPRING ROAD BUSINESS DISTRICT) OF THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS

Ordinance O-22-2010 was presented for passage.

p. MCO-20-2010 – AN ORDINANCE TO AMEND ARTICLE VII ENTITLED, “STOPPING, STANDING, AND PARKING,” OF CHAPTER 44 ENTITLED, “MOTOR VEHICLES AND TRAFFIC,” OF THE MUNICIPAL CODE OF THE CITY OF ELMHURST, ILLINOIS (RESTRICTED PARKING ON THE EAST SIDE OF COTTAGE HILL AVENUE FROM ARTHUR STREET TO ELM PARK)

Ordinance MCO-20-2010 was presented for passage.

q. MCO-21-2010 – AN ORDINANCE AMENDING SECTIONS 3.17 AND 3.18, REGARDING THE BOARD OF FIRE AND POLICE COMMISSIONERS, OF CHAPTER 3, ENTITLED “CITY ADMINISTRATION,” OF THE CITY OF ELMHURST MUNICIPAL CODE

Ordinance MCO-21-2010 was presented for passage.

r. ZO-12-2010 – AN ORDINANCE AMENDING ORDINANCE NUMBER ZO-03-2003 TO AUTHORIZE AN EXTENSION OF TIME FOR THE TEMPORARY STORAGE OF A PET/CT SCAN TRAILER AT THE BERTEAU CAMPUS OF ELMHURST HOSPITAL, ELMHURST ILLINOIS

Ordinance ZO-12-2010 was presented for passage.

- s. ZO-13-2010 – AN ORDINANCE GRANTING A REAR YARD VARIATION ON THE PROPERTY COMMONLY KNOWN AS 421 NORTH RIVER GLEN AVENUE (STAMATOPOLOUS/STAMISON)

Ordinance ZO-13-2010 was presented for passage.

- t. R-32-2010 – A RESOLUTION ADOPTING AN IDENTITY PROTECTION POLICY FOR THE CITY OF ELMHURST, ILLINOIS

Resolution R-32-2010 was presented for passage.

- u. R-31-2010 – A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN LOAN DOCUMENTS RELATED TO THE LOW INTEREST LOAN (L17-4274) FROM THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

Resolution R-31-2010 was presented for passage.

Alderman Bram pulled item **5o. O-22-2010 – An Ordinance Establishing Special Service Area Number Fourteen (Spring Road Business District) of the City of Elmhurst, DuPage and Cook Counties, Illinois** from the Consent Agenda.

Alderman Wagner moved to approve the contents of the Consent Agenda less item **5o. O-22-2010 – An Ordinance Establishing Special Service Area Number Fourteen (Spring Road Business District) of the City of Elmhurst, DuPage and Cook Counties, Illinois**. Alderman Morley seconded.
Roll call vote:

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

Nays: None

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

Alderman Pezza moved to approve item **5o. O-22-2010 – An Ordinance Establishing Special Service Area Number Fourteen (Spring Road Business District) of the City of Elmhurst, DuPage and Cook Counties, Illinois**. Alderman Gutenkauf seconded.

Alderman Bram stated he pulled item **5o. O-22-2010 – An Ordinance Establishing Special Service Area Number Fourteen (Spring Road Business District) of the City of Elmhurst, DuPage and Cook Counties, Illinois** because he had a question on it and it coincides with Gladys. He stated for SSA 14, a non-residential ordinance, has a maximum tax rate of .2% and on the Gladys ordinance, which is residential, has a .3% maximum tax rate. He asked for clarification or is it a scrivener's error.

City Manager Borchert stated that rate comes from the estimate of cost. He stated allowing a tax rate from the private side, the 50% share to be collected. It's the rate over a ten (10) year period. On Gladys it's a higher rate because commercial has a higher value than residential.

Roll call vote on item **5o. O-22-2010 – An Ordinance Establishing Special Service Area Number Fourteen (Spring Road Business District) of the City of Elmhurst, DuPage and Cook Counties, Illinois**:

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

Nays: None

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

COMMITTEE REPORTS

Mayor DiCianni asked for a motion to take item **8. Ordinances** on the agenda before item **6.**

Committee Reports.

Alderman Healy moved, Alderman Bram seconded. Voice vote, motion carried.

6. a. REPORT – STRATEGIC PLAN FOR ECONOMIC DEVELOPMENT The following report of the Development, Planning and Zoning Committee was presented for passage:

April 26, 2010

TO: Mayor DiCianni and Members of the City Council

RE: Strategic Plan for Economic Development

The Development, Planning and Zoning Committee met on numerous occasions, most recently on April 26, 2010 to review the proposed Strategic Plan for Economic Development (see attached). Assistant City Manager Kopp was present along with Chairman Betsy Hanisch of the Economic Development Commission to present the plan and answer questions.

Assistant Manager Kopp explained the process used to develop this plan and the importance of the input from the Economic Development Commission.

The mission of the plan is: *To retain, expand, promote, and attract business and industry within Elmhurst so as to enhance the local economic climate, increase the City of Elmhurst's revenue base, increase the value of commerce, and create employment opportunities.*

The tactical goals of the plan are:

1. Maintain and reinforce Elmhurst's status as a thriving business community
2. Stimulate investor interest in Elmhurst businesses
3. Enhance Elmhurst "employment areas"
4. Enhance entrepreneurial efforts in all areas of town
5. Implement in-depth, long-term communications with local businesses

With these specific economic development recommendations to accomplish the mission and meet the tactical goals of the plan:

- Employ a broad-based Business Retention Program
- Employ comprehensive Business Recruitment Program
- Enhance Economic Development Commission through expansion of membership and roles
- Establish site database and log for commercial sites and implement Developer Response Plan
- Continue to pursue other opportunities to enhance the City's economic well-being (see attached for plan details)

The Committee reviewed the plan and information presented and agreed to the importance of economic development for the City of Elmhurst and the contents of the proposed plan. Discussion ensued regarding the use of the expertise of Economic Development Commission to assist in fulfilling the goals of this plan, as well as collaboration with City Centre and the Chamber of Commerce.

Therefore, it is the recommendation of the Development, Planning and Zoning Committee that the City Council endorse the proposed Strategic Plan for Economic Development.

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

Vice-Chairman
/s/ Norman Leader

Alderman Morley moved to approve item **6a. Report – Strategic Plan for Economic Development**. Alderman Rose seconded.

Alderman Morley stated this is the Development, Planning and Zoning Committee endorsement of the Economic Development Commission Strategic Plan for Economic Development. He introduced Fire Chief/Assistant City Manager Kopp to give a presentation to Council.

Fire Chief/Assistant City Manager Kopp gave a PowerPoint presentation of the Strategic Plan highlighting five (5) recommendations: Business Retention Plan, Business Recruitment Program, Enhance Economic Development Commission, Commercial Site Base and Developer Response Plan and Pursuit of other opportunities. Fire Chief/Assistant City Manager Kopp stated he would answer any questions Council may have.

Economic Development Commission President, Betsy Hanisch spoke on the importance of economic development and business retention.

Roll call vote on item **6a. Report – Strategic Plan for Economic Development**:

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

Nays: None

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

REPORTS AND RECOMENDATIONS OF APPOINTED AND ELECTED OFFICIALS

7. a. UPDATES (Mayor DiCianni)

Mayor DiCianni reported Relay for Life was held on Saturday, June 19, 2010 and the City Council and staff team, Patty's Peeps was well represented. He stated Alderman Nybo and Team Nybo were well represented as well.

Mayor DiCianni stated the City of Elmhurst will participate, along with the Village of Bensenville and the City of Wood Dale in Liberty Fest July 3-4, 2010 in Redmond Park in Bensenville. It begins at 10 a.m. and concludes at 9:30 p.m. with a fireworks spectacular.

Mayor DiCianni invited everyone to come out and celebrate our Country's birthday and his on the 4th of July.

Mayor DiCianni gave an IDOT 294 update providing southern and western access to 294. He stated it has a cost of \$3.5 billion. He stated it will take both federal and state dollars. Cook and DuPage Counties are unified in this effort.

Mayor DiCianni announced Sunday, June 27, 2010 from 1-5 p.m. the Historical Museum magic exhibit will feature the Mayor being cut in half.

Mayor DiCianni gave an update on the power outages from the June 18th storm stating this storm was much more wide spread. 8,800 homes in Elmhurst were without power. He stated he was at the Command Center during all of the action.

Alderman Bram spoke of the power outages in his ward. He stated there was good communication between the crews and the residents and everyone did a great job.

City Manager Borchert stated the Public Works, Police and Fire Departments had a very busy weekend. There are hundreds of trees to clean-up. He stated it will be 4-5 weeks to complete the clean-up. He stated light brush will be picked up by the regular services.

ORDINANCES

8. a. O-20-2010 – AN ORDINANCE TERMINATING SPECIAL SERVICE AREA NUMBER TWELVE (GLADYS AVENUE) OF THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS

Ordinance O-20-2010 was presented for passage.

Alderman Healy moved to approve item **8a. O-20-2010 – An Ordinance Terminating Special Service Area Number Twelve (Gladys Avenue) of the City of Elmhurst, DuPage and Cook Counties, Illinois**. Alderman Shea seconded. Roll call vote:

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

Nays: Rose, Bram, York, Nybo

Results: 10 ayes, 4 nays, 0 absent

Motion carried

- b. O-21-2010 – AN ORDINANCE PROPOSING THE ESTABLISHMENT OF SPECIAL SERVICE AREA NO. 15 (GLADYS AVENUE) IN THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS AND PROVIDING FOR A PUBLIC HEARING AND OTHER PROCEDURES IN CONNECTION THEREWITH

Ordinance O-21-2010 was presented for passage.

Alderman Kennedy moved to approve item **8b. O-21-2010 – An Ordinance Proposing the Establishment of Special Service Area No. 15 (Gladys Avenue) in the City of Elmhurst, DuPage and Cook Counties, Illinois and Providing for a Public Hearing and Other Procedures in Connection Therewith**. Alderman Wagner seconded.

Discussion ensued regarding opposition to the policy and the precedent ordinance O-21-2010 may set. Discussion also ensued regarding Council support of sidewalks.

Roll call vote on item **8b. O-21-2010 – An Ordinance Proposing the Establishment of Special Service Area No. 15 (Gladys Avenue) in the City of Elmhurst, DuPage and Cook Counties, Illinois and Providing for a Public Hearing and Other Procedures in Connection Therewith**:

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

Nays: Bram, Mulliner

Results: 12 ayes, 2 nays, 0 absent

Motion carried

OTHER BUSINESS

9. Alderman Pezza thanked the Historical Museum staff and the Heritage Foundation for their very informative report dated June 4, 2010.

ANNOUNCEMENTS

10. Alderman Rose announced that the Elmhurst Public Library now has the finest jazz collection in the western suburbs, thanks to donations made by the late Frank Vanek. A former Library Board Commissioner, Mr. Vanek donated six hundred (600) jazz cds to the Library. Last Tuesday, the Library Board officially renamed the jazz section the *Frank Vanek Jazz Collection*, a plaque designating the collection will be hung at the Library.

City Clerk Spencer announced that the City Relay for Life Team, Patty's Peeps raised approximately \$5,000 for the American Cancer Society. She thanked the City Council and City staff who raised money for cancer research in her honor and for their continued support of her fight against cancer.

ADJOURNMENT

11. Alderman York moved to adjourn the meeting. Alderman Gutnekauf seconded. Voice vote. Motion carried. Meeting adjourned 9:01 p.m.

Peter P. DiCianni III, Mayor

Patty Spencer, City Clerk

CITY OF ELMHURST

ACCOUNTS PAYABLE SUMMARY SHEET

JUNE 30, 2010

| | <u>REGULAR</u> | <u>INTERIM</u> | <u>TOTAL</u> |
|-----------------------------|---------------------|------------------|---------------------|
| <u>CHECKS</u> | | | |
| GENERAL FUND | \$1,074,243.43 | 9,918.78 | \$1,084,162.21 |
| LIBRARY FUND | 7,883.36 | 165.68 | 8,049.04 |
| STORMWATER | 51,479.18 | - | 51,479.18 |
| REDEVELOPMENT | 191,787.42 | - | 191,787.42 |
| MUNICIPAL UTILITY FUND | 489,640.56 | 6,132.60 | 495,773.16 |
| PARKING REVENUE SYSTEM FUND | 429,589.93 | 900.00 | 430,489.93 |
| | <u>2,244,623.88</u> | <u>17,117.06</u> | <u>2,261,740.94</u> |

FINANCE REVIEW



CITY MANAGER REVIEW



TO THE CITY TREASURER,

THE PAYMENT OF THE ABOVE LISTED AMOUNTS HAS BEEN APPROVED BY THE

CITY COUNCIL AT A MEETING HELD ON JULY 6, 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. 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 |
|--------------------------|------------------------------|--------------|--------------------------|--------------------|---------------------------|-----------------|----------------------------------|
| 0009417 131550 | A N S, INC 003318 | | 01 06/30/2010 | 530-0088-503.50-14 | WINDOW CLEANING | 323.00 | |
| | | | | | | VENDOR TOTAL * | 323.00 |
| 0018898 3 | ABCO ELECTRICAL 003519 | CONST/DESIGN | 01 06/30/2010 | 530-0088-503.80-19 | PARKING IMPROVEMENTS | 100,800.00 | |
| | | | | | | VENDOR TOTAL * | 100,800.00 |
| 0000009 | ACE HARDWARE | | | | | | |
| 267674 | 003288 | | 01 06/30/2010 | 110-5030-421.50-01 | UPHOLSTERY CLEANER | 12.58 | |
| 269188 | 003290 | | 01 06/30/2010 | 110-5030-421.50-01 | NUTS/BOLTS/SCREWS/JOINT | 32.99 | |
| 270030 | 003297 | | 01 06/30/2010 | 110-6041-432.40-52 | GOTHIC STENCIL | 8.08 | |
| 269977 | 003375 | | 01 06/30/2010 | 110-6044-435.40-98 | UNDERPASS LIGHT REPAIRS | 6.90 | |
| 269935 | 003376 | | 01 06/30/2010 | 110-6044-435.40-98 | LIGHT REPAIRS MISC SCREWS | 2.68 | |
| 270244 | 003387 | | 01 06/30/2010 | 110-6044-435.40-98 | SAND PAPER - C H BENCHES | 11.84 | |
| 270233 | 003388 | | 01 06/30/2010 | 110-6044-435.40-98 | SAND PAPER - C H BENCHES | 4.12 | |
| 269167 | 003289 | | 01 06/30/2010 | 110-6046-418.50-01 | COMPRESSOR REPAIR | 5.02 | |
| 269232 | 003291 | | 01 06/30/2010 | 110-6046-418.50-01 | NUTS/BOLTS/SCREWS | 2.92 | |
| 269758 | 003292 | | 01 06/30/2010 | 110-6046-418.50-01 | KEY CUT | 1.79 | |
| 269802 | 003293 | | 01 06/30/2010 | 110-6046-418.50-01 | SHOP SUPPLIES | 18.77 | |
| 269784 | 003294 | | 01 06/30/2010 | 110-6046-418.50-01 | EXHAUST FAN INSTALL | 16.18 | |
| 270074 | 003295 | | 01 06/30/2010 | 110-6046-418.50-01 | PAD/PAINT BRUSH | 6.16 | |
| 269880 | 003296 | | 01 06/30/2010 | 110-6046-418.50-01 | OFFICE CUBE RE-DO | 45.48 | |
| 270081 | 003451 | | 01 06/30/2010 | 110-7060-451.40-98 | OTHER SUPPLIES | 5.37 | |
| 270167 | 003452 | | 01 06/30/2010 | 110-7060-451.40-98 | OTHER SUPPLIES | 10.78 | |
| 270175 | 003453 | | 01 06/30/2010 | 110-7060-451.40-98 | OTHER SUPPLIES | 4.49 | |
| 270115 | 003454 | | 01 06/30/2010 | 110-7060-451.40-98 | OTHER SUPPLIES | 31.61 | |
| 270134 | 003455 | | 01 06/30/2010 | 110-7060-451.40-98 | OTHER SUPPLIES | 7.90 | |
| 270145 | 003456 | | 01 06/30/2010 | 110-7060-451.40-98 | OTHER SUPPLIES | 21.99 | |
| 270148 | 003457 | | 01 06/30/2010 | 110-7060-451.40-98 | OTHER SUPPLIES | 32.36 | |
| 270154 | 003458 | | 01 06/30/2010 | 110-7060-451.40-98 | OTHER SUPPLIES | 13.47 | |
| 270041 | 002977 | | 01 06/30/2010 | 510-6052-501.40-98 | ADAPTER HOSE | 13.48 | |
| 270197 | 003365 | | 01 06/30/2010 | 510-6052-501.40-98 | HYDRANT PAINTING | 10.79 | |
| | | | | | | VENDOR TOTAL * | 327.75 |
| 0007385 | ADI | | | | | | |
| K28A1201 | 003644 | | 01 06/30/2010 | 110-2008-413.40-31 | KEY FOB CONTROL BOARDS | 120.93 | |
| K28A1202 | 003645 | | 01 06/30/2010 | 110-2008-413.40-31 | KEY FOB CONTROL BOARDS | 105.58 | |
| K45J2001 | 003646 | | 01 06/30/2010 | 110-2008-413.40-31 | KEY FOB PAD | 134.99 | |
| | | | | | | VENDOR TOTAL * | 361.50 |
| 0008328 | ADT SECURITY SERVICES, INC | | | | | | |
| 26344777 | 003472 | | 01 06/30/2010 | 110-7060-451.30-98 | SECURITY SVCS | 148.87 | |
| | | | | | | VENDOR TOTAL * | 148.87 |
| 0018966 | ADVOCATE CONDELL MEDICAL CTR | | | | | | |
| 4293771001 | 003579 | | 01 06/30/2010 | 110-2007-413.30-47 | PHYSICAL EXAM | 669.00 | |
| | | | | | | VENDOR TOTAL * | 669.00 |
| 0014376 | AEREX PEST CONTROL | | | | | | |

BANK: 01

| VEND NO | VENDOR NAME | P.O. NO | BNK CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT OR HAND-ISSUED AMOUNT |
|----------------|--------------------------------|---------|--------------------|--------------------|---------------------------|--------------|---------------------------|
| 0014376 | AEREX PEST CONTROL | | | | | | |
| 820602 | 003298 | 01 | 06/30/2010 | 110-4020-422.50-01 | PEST CONTROL | 33.00 | |
| 820603 | 003305 | 01 | 06/30/2010 | 110-4020-422.50-01 | PEST CONTROL | 45.00 | |
| 820601 | 003303 | 01 | 06/30/2010 | 110-5030-421.30-98 | PEST CONTROL | 43.00 | |
| 820598 | 003299 | 01 | 06/30/2010 | 110-6046-418.50-01 | PEST CONTROL | 43.00 | |
| 820599 | 003301 | 01 | 06/30/2010 | 110-6046-418.50-01 | PEST CONTROL | 54.00 | |
| 820751 | 003304 | 01 | 06/30/2010 | 110-6046-418.50-01 | PEST CONTROL | 86.00 | |
| 820743 | 003300 | 01 | 06/30/2010 | 110-7060-451.50-01 | PEST CONTROL | 23.00 | |
| 820384 | 003302 | 01 | 06/30/2010 | 110-7060-451.50-01 | PEST CONTROL | 28.00 | |
| | | | | | VENDOR TOTAL * | 355.00 | |
| 0000803 | AIR ONE EQUIP, INC | | | | | | |
| 68444 | 003166 | 01 | 06/30/2010 | 110-4020-422.40-62 | HELMETS | 1,110.00 | |
| | | | | | VENDOR TOTAL * | 1,110.00 | |
| 0016508 | ALL AMERICAN LANDSCAPING LTD | | | | | | |
| 1513 | 003514 | 01 | 06/30/2010 | 110-6043-434.30-34 | GRASS CUTTING | 180.00 | |
| 1512 | 003515 | 01 | 06/30/2010 | 110-6043-434.30-34 | GRASS CUTTING | 150.00 | |
| | | | | | VENDOR TOTAL * | 330.00 | |
| 0016250 | ALLIED GARAGE DOOR INC | | | | | | |
| 0000014644 | 003324 | 01 | 06/30/2010 | 110-6046-418.50-01 | GARAGE DOOR REPAIR | 295.50 | |
| | | | | | VENDOR TOTAL * | 295.50 | |
| 0000078 | ALLIED WASTE/REPUBLIC #551 | | | | | | |
| 551-007901490 | 003572 | 01 | 06/30/2010 | 110-6045-441.30-65 | REFUSE COLLECTION | 197,685.07 | |
| 551-007901490 | 003573 | 01 | 06/30/2010 | 110-6045-441.30-83 | REFUSE COLLECTION | 37,400.00 | |
| 0551-007904568 | 002974 | 01 | 06/30/2010 | 510-6052-501.30-81 | WASTE DISPOSAL | 768.00 | |
| | | | | | VENDOR TOTAL * | 235,853.07 | |
| 0013770 | ALPINE SAP, INC - CAROL STREAM | | | | | | |
| 5128 | 002927 | 01 | 06/30/2010 | 510-6050-501.30-52 | RPZ TESTING | 1,971.25 | |
| 5126 | 002928 | 01 | 06/30/2010 | 510-6050-501.30-52 | RPZ TESTING | 2,103.75 | |
| 5129 | 003509 | 01 | 06/30/2010 | 510-6050-501.30-52 | RPZ TESTING | 3,478.75 | |
| | | | | | VENDOR TOTAL * | 7,553.75 | |
| 0005297 | AMERICAN CHARGE SERVICE | | | | | | |
| 06/22/2010 | 003583 | 01 | 06/30/2010 | 110-0083-443.60-49 | SENIOR CITIZEN TAXI SVC | 499.40 | |
| 06/22/2010 | 003584 | 01 | 06/30/2010 | 110-0083-443.60-19 | DISABLED CITIZEN TAXI SVC | 5.00 | |
| | | | | | VENDOR TOTAL * | 504.40 | |
| 0003298 | AMERICAN LEGION POST THB 187 | | | | | | |
| 05/31/2010 | 003232 | 01 | 06/30/2010 | 110-0094-454.60-32 | MEMORIAL DAY LUNCH EXPENS | 200.81 | |
| | | | | | VENDOR TOTAL * | 200.81 | |
| 0013255 | ANDERSON ELEVATOR CO | | | | | | |
| 103218 | 003325 | 01 | 06/30/2010 | 110-6046-418.30-25 | MONTHLY MAINT FEE | 150.00 | |
| | | | | | VENDOR TOTAL * | 150.00 | |
| 0000035 | ANDERSON LOCK | | | | | | |

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 |
|--------------------------|---|------------|-----------------------|--------------------|---------------------------|-----------------|----------------------------------|
| 0000035 0616870 | ANDERSON LOCK 003323 | | 01 06/30/2010 | 530-0088-503.50-14 | KEYS | 9.98 | |
| | | | | | VENDOR TOTAL * | 9.98 | |
| 0015563 00192111 | ARBORETUM VIEW ANIMAL 003640 | | 01 06/30/2010 | 110-5030-421.60-70 | ANIMAL CARE SVCS/ICE | 164.60 | |
| | | | | | VENDOR TOTAL * | 164.60 | |
| 0010625 JULY 2010 | ARCADE BUILDING 003189 | | 01 06/30/2010 | 530-0088-503.30-59 | SCHILLER CT PARKING LEASE | 800.00 | |
| | | | | | VENDOR TOTAL * | 800.00 | |
| 0013917 COL-741-10 | ARCHER COMPANY, LLC 003624 | | 01 06/30/2010 | 110-2007-413.30-52 | JOB EVALUATION | 165.00 | |
| | | | | | VENDOR TOTAL * | 165.00 | |
| 0018294 359 | ARCO/MURRAY 003520 | | 01 06/30/2010 | 530-0088-503.80-19 | PARKING IMPROVEMENTS | 41,937.52 | |
| | | | | | VENDOR TOTAL * | 41,937.52 | |
| 0007161 463160 | ASSOCIATED TIRE & BATTERY CO, INC 002972 | | 01 06/30/2010 | 110-6047-512.50-16 | PARTS/SUPPLIES | 108.48 | |
| | | | | | VENDOR TOTAL * | 108.48 | |
| 0012277 | AT&T | | | | | | |
| 63053030075410 | 002901 | | 01 06/30/2010 | 110-0086-453.30-75 | MONTHLY PHONE | 57.31 | |
| 63053030075410 | 002902 | | 01 06/30/2010 | 110-0094-454.30-75 | MONTHLY PHONE | 21.49 | |
| 63053030075410 | 002888 | | 01 06/30/2010 | 110-1001-411.30-75 | MONTHLY PHONE | 1,002.91 | |
| 63053030075410 | 002889 | | 01 06/30/2010 | 110-2006-413.30-75 | MONTHLY PHONE | 329.53 | |
| 63053030075410 | 002890 | | 01 06/30/2010 | 110-2007-413.30-75 | MONTHLY PHONE | 157.60 | |
| 63053030075410 | 002891 | | 01 06/30/2010 | 110-2008-413.30-75 | MONTHLY PHONE | 945.60 | |
| 63029919307818 | 003420 | | 01 06/30/2010 | 110-2008-413.30-98 | MONTHLY SERVICE | 225.81 | |
| 63029919617851 | 003421 | | 01 06/30/2010 | 110-2008-413.30-98 | MONTHLY SERVICE | 225.81 | |
| 63053030075410 | 002892 | | 01 06/30/2010 | 110-3015-414.30-75 | MONTHLY PHONE | 222.07 | |
| 63053030075410 | 002893 | | 01 06/30/2010 | 110-4020-422.30-75 | MONTHLY PHONE | 315.20 | |
| 63083200803668 | 003183 | | 01 06/30/2010 | 110-4020-422.30-75 | MONTHLY PHONE | 77.02 | |
| 70822603009682 | 003414 | | 01 06/30/2010 | 110-4020-422.30-75 | MONTHLY SERVICE | 105.06 | |
| 70822603773592 | 003415 | | 01 06/30/2010 | 110-4020-422.30-75 | MONTHLY SERVICE | 129.69 | |
| 63022603019681 | 003425 | | 01 06/30/2010 | 110-4020-422.30-75 | MONTHLY SERVICE | 105.06 | |
| 63040705638276 | 002998 | | 01 06/30/2010 | 110-4021-425.50-98 | MONTHLY PHONE | 31.49 | |
| 63083200045401 | 003184 | | 01 06/30/2010 | 110-4021-425.30-75 | MONTHLY PHONE | 32.73 | |
| 84727365350170 | 003430 | | 01 06/30/2010 | 110-4021-425.30-75 | MONTHLY SERVICE | 279.07 | |
| 63053030075410 | 002900 | | 01 06/30/2010 | 110-4022-423.30-75 | MONTHLY PHONE | 186.25 | |
| 63053030075410 | 002894 | | 01 06/30/2010 | 110-4025-424.30-75 | MONTHLY PHONE | 143.27 | |
| 63053033512328 | 002885 | | 01 06/30/2010 | 110-5030-421.30-75 | MONTHLY PHONE | 89.81 | |
| 63053088927504 | 002886 | | 01 06/30/2010 | 110-5030-421.30-75 | MONTHLY PHONE | 44.32 | |
| 63053050866185 | 002887 | | 01 06/30/2010 | 110-5030-421.30-75 | MONTHLY PHONE | 22.01 | |
| 63053030075410 | 002895 | | 01 06/30/2010 | 110-5030-421.30-75 | MONTHLY PHONE | 2,220.73 | |
| 63022603952325 | 003413 | | 01 06/30/2010 | 110-5030-421.30-75 | MONTHLY SERVICE | 35.90 | |

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 |
|--------------------------|------------------------------|------------|-----|-------------------|--------------------|--------------------------|-----------------|----------------------------------|
| 0012277 | AT&T | | | | | | | |
| 708Z2603942320 | 003417 | | 01 | 06/30/2010 | 110-5030-421.30-75 | MONTHLY SERVICE | 129.69 | |
| 630Z2655290673 | 003641 | | 01 | 06/30/2010 | 110-5030-421.30-75 | MONTHLY PHONE | 241.83 | |
| 63053030075410 | 002896 | | 01 | 06/30/2010 | 110-6040-431.30-75 | MONTHLY PHONE | 952.77 | |
| 708Z2613280851 | 003419 | | 01 | 06/30/2010 | 110-6040-431.30-75 | MONTHLY SERVICE | 105.06 | |
| 630Z9950633668 | 003422 | | 01 | 06/30/2010 | 110-6040-431.30-75 | MONTHLY SERVICE | 103.43 | |
| 630Z9950643667 | 003423 | | 01 | 06/30/2010 | 110-6040-431.30-75 | MONTHLY SERVICE | 127.18 | |
| 630Z9979019998 | 003424 | | 01 | 06/30/2010 | 110-6040-431.30-75 | MONTHLY SERVICE | 240.98 | |
| 708Z2611450803 | 003428 | | 01 | 06/30/2010 | 110-6040-431.30-75 | MONTHLY SERVICE | 649.99 | |
| 630R0605979200 | 003429 | | 01 | 06/30/2010 | 110-6046-418.50-01 | MONTHLY SERVICE | 99.53 | |
| 630R0608273403 | 003431 | | 01 | 06/30/2010 | 110-6046-418.50-01 | MONTHLY SERVICE | 99.53 | |
| 63053030075410 | 002899 | | 01 | 06/30/2010 | 110-7060-451.30-75 | MONTHLY PHONE | 214.91 | |
| 63083313263643 | 003230 | | 01 | 06/30/2010 | 110-7060-451.30-75 | MONTHLY PHONE | 137.47 | |
| 63053030075410 | 002897 | | 01 | 06/30/2010 | 510-6050-501.30-75 | MONTHLY PHONE | 136.11 | |
| 708Z2611739932 | 003418 | | 01 | 06/30/2010 | 510-6052-501.30-75 | MONTHLY SERVICE | 193.73 | |
| 708Z2611450803 | 003427 | | 01 | 06/30/2010 | 510-6052-501.30-75 | MONTHLY SERVICE | 325.00 | |
| 63053030075410 | 002898 | | 01 | 06/30/2010 | 510-6055-502.30-75 | MONTHLY PHONE | 257.89 | |
| 708Z2603793590 | 003416 | | 01 | 06/30/2010 | 510-6055-502.30-75 | MONTHLY SERVICE | 129.69 | |
| 708Z2611450803 | 003426 | | 01 | 06/30/2010 | 510-6055-502.30-75 | MONTHLY SERVICE | 325.00 | |
| VENDOR TOTAL * | | | | | | | 11,475.53 | |
| 0006353 | BAADER, MARK W | | | | | | | |
| JAN-MAR | 002984 | | 01 | 06/30/2010 | 110-2007-413.60-23 | YOUNG ADULT COVERAGE | 423.67 | |
| VENDOR TOTAL * | | | | | | | 423.67 | |
| 0008569 | BATTERIES PLUS | | | | | | | |
| 288-179393 | 002940 | | 01 | 06/30/2010 | 510-6052-501.40-98 | BATTERIES | 111.58 | |
| 288-180427 | 003369 | | 01 | 06/30/2010 | 510-6052-501.40-98 | HANDHELD BATTERIES | 111.58 | |
| VENDOR TOTAL * | | | | | | | 223.16 | |
| 0014328 | BATTERIES UNLIMITED INC | | | | | | | |
| 14457 | 003314 | | 01 | 06/30/2010 | 110-7060-451.50-01 | BATTERY | 24.00 | |
| VENDOR TOTAL * | | | | | | | 24.00 | |
| 0013075 | BERKELEY TRUCKING INC | | | | | | | |
| 35221 | 002937 | | 01 | 06/30/2010 | 510-6052-501.40-57 | STONE | 1,477.35 | |
| 35231 | 002938 | | 01 | 06/30/2010 | 510-6052-501.40-57 | STONE | 4,601.85 | |
| 35230 | 002939 | | 01 | 06/30/2010 | 510-6052-501.30-81 | HAULING SVCS | 4,200.00 | |
| VENDOR TOTAL * | | | | | | | 10,279.20 | |
| 0000063 | BERLAND'S HOUSE OF TOOLS | | | | | | | |
| 347866 | 003389 | | 01 | 06/30/2010 | 110-6044-435.40-98 | SAND PAPER - C H BENCHES | 39.75 | |
| VENDOR TOTAL * | | | | | | | 39.75 | |
| 0018954 | BILL HOELLER | | | | | | | |
| 5/6/10 | 003402 | | 01 | 06/30/2010 | 110-6041-432.30-55 | 311 COTTAGE HILL | 1,000.00 | |
| VENDOR TOTAL * | | | | | | | 1,000.00 | |
| 0018959 | BOWMAN, T A | | | | | | | |

| 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 |
|-----------------------------|---|------------|-----|-------------------|--------------------|--------------------------|-----------------|---------------------------------|
| 0018959 1 | BOWMAN, T A 003525 | | 01 | 06/30/2010 | 530-0088-503.80-19 | PARKING IMPROVEMENTS | 4,500.00 | |
| | | | | | | VENDOR TOTAL * | 4,500.00 | |
| 0001899 | BRISTOL HOSE & FITTING MAIN WAREHSE | | | | | | | |
| 00243263 | 003405 | | 01 | 06/30/2010 | 110-6047-512.50-16 | ENG #4 | 19.00 | |
| 00243599 | 003406 | | 01 | 06/30/2010 | 110-6047-512.50-16 | PW-170 | 129.57 | |
| 00243152 | 003407 | | 01 | 06/30/2010 | 110-6047-512.50-16 | PW-170 & PARK DISTRICT | 65.12 | |
| 00243587 | 002976 | | 01 | 06/30/2010 | 510-6052-501.40-98 | FLUSHER FILL HOSE REPAIR | 30.30 | |
| | | | | | | VENDOR TOTAL * | 243.99 | |
| 0007018 JAN-MAR | BUENZ, DANIEL 002989 | | 01 | 06/30/2010 | 110-2007-413.60-23 | YOUNG ADULT COVERAGE | 321.26 | |
| | | | | | | VENDOR TOTAL * | 321.26 | |
| 0000084 06/17/2010 | BURGIN, DENNIS 003240 | | 01 | 06/30/2010 | 110-0086-453.30-52 | PROFESSIONAL SVCS | 438.00 | |
| | | | | | | VENDOR TOTAL * | 438.00 | |
| 0009267 637380 637600 | C J C AUTO PARTS & TIRES 003432 003433 | | 01 | 06/30/2010 | 110-6047-512.50-16 | E-10 | 12.32 | |
| | | | 01 | 06/30/2010 | 110-6047-512.50-16 | PD-21 | 19.39 | |
| | | | | | | VENDOR TOTAL * | 31.71 | |
| 0004821 09-02 | C-A CEMENT CONST INC 003462 | | 01 | 06/30/2010 | 110-6041-432.80-15 | STREET RESURFACING | 103,206.26 | |
| | | | | | | VENDOR TOTAL * | 103,206.26 | |
| 0018709 06/11-06/24/10 | CALDWELL, PAT - PETTY CASH 003544 | | 01 | 06/30/2010 | 110-2006-413.60-98 | PETTY CASH REIMBURSEMENT | 32.05 | |
| | 003545 | | 01 | 06/30/2010 | 110-4020-422.60-37 | PETTY CASH REIMBURSEMENT | 30.00 | |
| | 003547 | | 01 | 06/30/2010 | 110-6046-418.40-98 | PETTY CASH REIMBURSEMENT | 1.00 | |
| | | | | | | VENDOR TOTAL * | 63.05 | |
| 0012518 011632 | CAR REFLECTIONS 003408 | | 01 | 06/30/2010 | 110-6047-512.50-16 | PD-16 & PD-4 | 63.00 | |
| | | | | | | VENDOR TOTAL * | 63.00 | |
| 0015516 210039 210041 | CARDINAL FENCE & SUPPLY INC 003331 003332 | | 01 | 06/30/2010 | 110-6041-432.40-20 | FENCE REPAIR | 5.19 | |
| | | | 01 | 06/30/2010 | 110-6041-432.40-20 | FENCE REPAIR | 184.84 | |
| | | | | | | VENDOR TOTAL * | 190.03 | |
| 0017792 JAN-MAR | CARON, CHANEL 002985 | | 01 | 06/30/2010 | 110-2007-413.60-23 | YOUNG ADULT COVERAGE | 423.67 | |
| | | | | | | VENDOR TOTAL * | 423.67 | |
| 0009805 166 ONEIDA | CARR, LEO J 003616 | | 01 | 06/30/2010 | 110-6041-432.30-55 | REAR YARD DRAIN PROGRAM | 525.00 | |

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 | |
|--------------------------|------------------------------------|------------|-----|-------------------|--------------------|---------------------|-----------------|---------------------------------|---------|
| 0009805 | CARR, LEO J | | | | | | | | |
| | | | | | | VENDOR TOTAL * | 525.00 | | |
| 0012836 | CERTIFIED FLEET SERVICES, INC | | | | | | | | |
| S12650 | 003409 | 01 | | 06/30/2010 | 110-6047-512.50-16 | ENG #4 | 39.22 | | |
| S12636 | 003410 | 01 | | 06/30/2010 | 110-6047-512.50-16 | ENG #4 | 220.24 | | |
| | | | | | | VENDOR TOTAL * | 259.46 | | |
| 0014291 | CERTIFION CORP-ENTERSECT | | | | | | | | |
| 34615 | 002958 | 01 | | 06/30/2010 | 110-5030-421.30-98 | MONTHLY FEE | 84.95 | | |
| | | | | | | VENDOR TOTAL * | 84.95 | | |
| 0005232 | CHESTERTON, A W CO | | | | | | | | |
| IN002277801/901003491 | | 01 | | 06/30/2010 | 510-6057-502.50-08 | PUMP REPLACEMENT | 411.86 | | |
| | | | | | | VENDOR TOTAL * | 411.86 | | |
| 0014402 | CHICAGO PARTS & SOUND LLC | | | | | | | | |
| 349375 | 001165 | 01 | | 06/10/2010 | 110-6047-512.50-16 | TRK/PARTS F-16 | CHECK #: | 134851 | 18.93- |
| 349375 | 001165 | 01 | | 06/15/2010 | 110-6047-512.50-16 | TRK/PARTS F-16 | CHECK #: | 135346 | 18.93 |
| 349611 | 001335 | 01 | | 06/10/2010 | 110-6047-512.50-16 | TRK/PARTS F-1 | CHECK #: | 134851 | 30.38- |
| 349611 | 001335 | 01 | | 06/15/2010 | 110-6047-512.50-16 | TRK/PARTS F-1 | CHECK #: | 135346 | 30.38 |
| 349621 | 001331 | 01 | | 06/10/2010 | 110-6047-512.50-16 | PARTS/SUPPLIES | CHECK #: | 134851 | 264.56- |
| 349621 | 001331 | 01 | | 06/15/2010 | 110-6047-512.50-16 | PARTS/SUPPLIES | CHECK #: | 135346 | 264.56 |
| 349801 | 001334 | 01 | | 06/10/2010 | 110-6047-512.50-16 | TRK/PARTS PD-12 | CHECK #: | 134851 | 54.99- |
| 349801 | 001334 | 01 | | 06/15/2010 | 110-6047-512.50-16 | TRK/PARTS PD-12 | CHECK #: | 135346 | 54.99 |
| 350099 | 001166 | 01 | | 06/10/2010 | 110-6047-512.50-16 | PARTS/SUPPLIES | CHECK #: | 134851 | 248.98- |
| 350099 | 001166 | 01 | | 06/15/2010 | 110-6047-512.50-16 | PARTS/SUPPLIES | CHECK #: | 135346 | 248.98 |
| 350100 | 001336 | 01 | | 06/10/2010 | 110-6047-512.50-16 | TRK/PARTS PD-3 | CHECK #: | 134851 | 53.34- |
| 350100 | 001336 | 01 | | 06/15/2010 | 110-6047-512.50-16 | TRK/PARTS PD-3 | CHECK #: | 135346 | 53.34 |
| 350397 | 001337 | 01 | | 06/10/2010 | 110-6047-512.50-16 | AUTO/PARTS E-11 | CHECK #: | 134851 | 53.44- |
| 350397 | 001337 | 01 | | 06/15/2010 | 110-6047-512.50-16 | AUTO/PARTS E-11 | CHECK #: | 135346 | 53.44 |
| 350398 | 001332 | 01 | | 06/10/2010 | 110-6047-512.50-16 | FILTERS | CHECK #: | 134851 | 31.92- |
| 350398 | 001332 | 01 | | 06/15/2010 | 110-6047-512.50-16 | FILTERS | CHECK #: | 135346 | 31.92 |
| 350399 | 001333 | 01 | | 06/10/2010 | 110-6047-512.50-16 | BRAKE LINING | CHECK #: | 134851 | 54.98- |
| 350399 | 001333 | 01 | | 06/15/2010 | 110-6047-512.50-16 | BRAKE LINING | CHECK #: | 135346 | 54.98 |
| 350434 | 001884 | 01 | | 06/10/2010 | 110-6047-512.50-16 | AUTO/PARTS E-11 | CHECK #: | 134851 | 217.71- |
| 350434 | 001884 | 01 | | 06/15/2010 | 110-6047-512.50-16 | AUTO/PARTS E-11 | CHECK #: | 135346 | 217.71 |
| 350526 | 001941 | 01 | | 06/10/2010 | 110-6047-512.50-16 | CORE CREDIT | CHECK #: | 134851 | 100.00 |
| 350526 | 001941 | 01 | | 06/15/2010 | 110-6047-512.50-16 | CORE CREDIT | CHECK #: | 135346 | 100.00- |
| 350545 | 001883 | 01 | | 06/10/2010 | 110-6047-512.50-20 | TRK/PARTS PD-17 | CHECK #: | 134851 | 55.12- |
| 350545 | 001883 | 01 | | 06/15/2010 | 110-6047-512.50-20 | TRK/PARTS PD-17 | CHECK #: | 135346 | 55.12 |
| 460995 | 001338 | 01 | | 06/10/2010 | 110-6047-512.50-16 | PARTS/SUPPLIES | CHECK #: | 134851 | 49.14- |
| 352870 | 002948 | 01 | | 06/30/2010 | 110-6047-512.40-34 | OIL | 285.60 | | |
| 353235 | 003411 | 01 | | 06/30/2010 | 110-6047-512.50-16 | E-10 | 57.59 | | |
| 351716 | 003412 | 01 | | 06/30/2010 | 110-6047-512.50-16 | PD-29 | 87.84 | | |
| | | | | | | VENDOR TOTAL * | 431.03 | 49.14- | |
| 0003457 | CHICAGO SUN-TIMES - INNOVATION WAY | | | | | | | | |
| 2410019197 | 003175 | 01 | | 06/30/2010 | 110-4020-422.60-98 | SUBSCRIPTION | 133.64 | | |

PREPARED 06/28/2010, 13:34:01
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 06/30/2010 CHECK DATE: 07/08/2010

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 |
|-------------------------------------|---|------------|--------------------------------|--|--|------------------------|----------------------------------|
| 0003457 | CHICAGO SUN-TIMES - INNOVATION WAY | | | | | | |
| | | | | | VENDOR TOTAL * | 133.64 | |
| 0018956 2-7751 | CIRCUIT BREAKER SVC 003398 | | 01 06/30/2010 | 110-6041-432.50-11 | MCKINLEY PUMP 2 BREAKER | 1,847.70 | |
| | | | | | VENDOR TOTAL * | 1,847.70 | |
| 0002348 06/08/2010 | CISZEWSKI, ARTHUR 002950 | | 01 06/30/2010 | 110-5030-421.60-05 | EXPENSE REIMBURSEMENT | 23.50 | |
| | | | | | VENDOR TOTAL * | 23.50 | |
| 0018608 4 | CITY OF NORTHLAKE 003242 | | 01 06/30/2010 | 110-6040-431.30-26 | ENGINEERING | 3,176.34 | |
| | | | | | VENDOR TOTAL * | 3,176.34 | |
| 0018942 107604 | CLARE ANIMAL HOSPITAL 003012 | | 01 06/30/2010 | 110-5030-421.60-70 | DIESEL VET SVCS | 69.40 | |
| | | | | | VENDOR TOTAL * | 69.40 | |
| 0000109 6329579 6329387 | CLARKE ENVIRONMENTAL MOSQUITO MGT 002980 002981 | | 01 06/30/2010 01 06/30/2010 | 110-0084-442.30-42 110-0084-442.30-42 | MOSQUITO ABATEMENT/ MOSQUITO ABATEMENT/ | 45,183.00 45,183.00 | |
| | | | | | VENDOR TOTAL * | 90,366.00 | |
| 0000114 8256051035 8745265005 | COM ED 003569 003570 | | 01 06/30/2010 01 06/30/2010 | 110-6044-435.30-24 110-6044-435.30-24 | MONTHLY ELECTRIC MONTHLY ELECTRIC | 19.23 361.72 | |
| | | | | | VENDOR TOTAL * | 380.95 | |
| 0014623 879820089040137003176 | COMCAST CABLE | | 01 06/30/2010 | 110-4020-422.60-98 | INTERNET SVC | 147.75 | |
| | | | | | VENDOR TOTAL * | 147.75 | |
| 0017467 11160 | CONSERVATION FOUNDATION 003490 | | 01 06/30/2010 | 510-0000-371.98-00 | RAIN BARRELS | 1,400.00 | |
| | | | | | VENDOR TOTAL * | 1,400.00 | |
| 0007535 63653 63409 | CONTRACTORS EQUIPMENT RENTAL 003330 002932 | | 01 06/30/2010 01 06/30/2010 | 110-6041-432.40-44 510-6052-501.30-38 | SAW BLADE EQUIP RENTAL | 277.95 269.00 | |
| | | | | | VENDOR TOTAL * | 546.95 | |
| 0007855 32440 | CONVERGINT TECHNOLOGIES LLC 003319 | | 01 06/30/2010 | 110-6046-418.50-01 | IBEX SERVICE CONTRACT | 800.00 | |
| | | | | | VENDOR TOTAL * | 800.00 | |
| 0008382 7597 | COPY MASTER VIDEO 003476 | | 01 06/30/2010 | 110-7060-451.60-44 | EXHIBIT SUPPLIES | 40.00 | |
| | | | | | VENDOR TOTAL * | 40.00 | |
| 0000735 | CRAFT MASTER ENGRAVING | | | | | | |

PREPARED 06/28/2010, 13:34:01
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 06/30/2010 CHECK DATE: 07/08/2010

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 |
|-----------------------------|---|------------|--------------------------------|--|-----------------------------------|------------------|---------------------------------|
| 0000735 3246 | CRAFT MASTER ENGRAVING 003165 | | 01 06/30/2010 | 110-4020-422.40-98 | ID TAGS | 79.20 | |
| | | | | | VENDOR TOTAL * | 79.20 | |
| 0002224 JAN-MAR | DAMBROGIO, GERALD 002990 | | 01 06/30/2010 | 110-2007-413.60-23 | YOUNG ADULT COVERAGE | 321.26 | |
| | | | | | VENDOR TOTAL * | 321.26 | |
| 0006182 6241455 | DELTA SONIC CAR WASH SYSTEMS 003224 | | 01 06/30/2010 | 110-6047-512.50-16 | CAR WASHES | 252.00 | |
| | | | | | VENDOR TOTAL * | 252.00 | |
| 0018641 5 | DESIGN CONSULTING ENGINEERS 003528 | | 01 06/30/2010 | 530-0088-503.80-19 | PARKING IMPROVEMENTS | 2,770.00 | |
| | | | | | VENDOR TOTAL * | 2,770.00 | |
| 0014277 500209284 | DEX 003104 | | 01 06/30/2010 | 110-7060-451.30-75 | ADVERTISING CHARGES | 72.50 | |
| | | | | | VENDOR TOTAL * | 72.50 | |
| 0009740 05/13/2010 | DISILVESTRO, ERNIE 003541 | | 01 06/30/2010 | 110-6041-432.80-15 | PERMIT REFUND | 134.54 | |
| | | | | | VENDOR TOTAL * | 134.54 | |
| 0005203 JAN-MAR | DLOUHY, RAYMOND F 002986 | | 01 06/30/2010 | 110-2007-413.60-23 | YOUNG ADULT COVERAGE | 423.67 | |
| | | | | | VENDOR TOTAL * | 423.67 | |
| 0018965 23873 | DOMINICK, LISA 003580 | | 01 06/30/2010 | 110-0000-260.02-00 | VEHICLE STICKER REFUND | 18.00 | |
| | | | | | VENDOR TOTAL * | 18.00 | |
| 0018510 3944 | DRIP DROP PLBG 002973 | | 01 06/30/2010 | 510-6056-502.30-67 | SEWER REPAIR | 3,000.00 | |
| | | | | | VENDOR TOTAL * | 3,000.00 | |
| 0000157 188871 189231 | DUPAGE ANIMAL HOSPITAL 003013 003154 | | 01 06/30/2010 01 06/30/2010 | 110-5030-421.60-70 110-5030-421.60-70 | ICE'S VET SVCS DIESEL VET BILL | 127.69 153.22 | |
| | | | | | VENDOR TOTAL * | 280.91 | |
| 0000159 261-16011 | DUPAGE COUNTY ANIMAL CARE & CONTROL 003229 | | 01 06/30/2010 | 110-5030-421.60-01 | ANIMAL CONTROL | 45.00 | |
| | | | | | VENDOR TOTAL * | 45.00 | |
| 0009400 6/24/10 | DUPAGE COUNTY CHIEFS OF POLICE ASSN 002964 | | 01 06/16/2010 | 110-5030-421.60-11 | MEETING REGISTRATION | | CHECK #: 135618 20.00 |
| | | | | | VENDOR TOTAL * | .00 | 20.00 |
| 0001446 | DUPAGE COUNTY CHILDRENS CENTER | | | | | | |

PREPARED 06/28/2010, 13:34:01
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 06/30/2010 CHECK DATE: 07/08/2010

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 |
|---|---|------------|--|--|--|---|---------------------------------|
| 0001446 EL001 | DUPAGE COUNTY CHILDRENS CENTER 003228 | | 01 06/30/2010 | 110-5030-421.30-48 | ANNUAL CONTRIBUTION | 3,500.00 | |
| | | | | | VENDOR TOTAL * | 3,500.00 | |
| 0000161 201006010238 201006110297 | DUPAGE COUNTY RECORDER 002926 003223 | | 01 06/30/2010 01 06/30/2010 | 110-1001-411.30-54 110-1001-411.30-54 | RECORDING SVCS RECORDING SVCS | 59.00 65.00 | |
| | | | | | VENDOR TOTAL * | 124.00 | |
| 0001066 05/10/2010 05/10/2010 | DUPAGE SENIOR CITIZENS COUNCIL 002910 002911 | | 01 06/30/2010 01 06/30/2010 | 110-0083-443.60-06 110-0083-443.60-06 | HOME MAINT PROGRAM HOME DELIVERED MEALS PROG | 9,000.00 23,000.00 | |
| | | | | | VENDOR TOTAL * | 32,000.00 | |
| 0009707 0036470 0037446 0039058 0039144 | E J EQUIPMENT INC 002929 002930 002931 003366 | | 01 06/30/2010 01 06/30/2010 01 06/30/2010 01 06/30/2010 | 510-6056-502.40-98 510-6056-502.40-98 510-6056-502.40-98 510-6056-502.40-98 | TV TRUCK EQUIP RETURNED MERCHANDISE RETURNED MERCHANDISE TRANSPORTER CABLE | 2,049.30 573.78- 985.74- 140.22 | |
| | | | | | VENDOR TOTAL * | 630.00 | |
| 0009479 2425A | ELGIN SWEEPING SERVICES, INC 003339 | | 01 06/30/2010 | 110-6041-432.30-98 | STREET SWEEPING | 1,676.47 | |
| | | | | | VENDOR TOTAL * | 1,676.47 | |
| 0006623 05/10/2010 | ELMHURST ART MUSEUM 002917 | | 01 06/30/2010 | 110-0094-454.60-32 | 2010/11 COMMUNITY GRANT | 22,500.00 | |
| | | | | | VENDOR TOTAL * | 22,500.00 | |
| 0010357 05/10/2010 | ELMHURST CHORAL UNION 002912 | | 01 06/30/2010 | 110-0094-454.60-32 | 2010/11 COMMUNITY GRANT | 1,350.00 | |
| | | | | | VENDOR TOTAL * | 1,350.00 | |
| 0001579 2009 2009 06/09/2010 2009 2009 | ELMHURST CITY CENTRE 003233 003234 003167 003235 003236 | | 01 06/30/2010 01 06/30/2010 01 06/30/2010 01 06/30/2010 01 06/30/2010 | 110-0000-311.01-52 110-0000-311.01-53 110-4020-422.60-11 310-0089-461.60-61 310-0089-461.60-61 | RE TAX DIST - SSA #6 RE TAX DIST - SSA #7 GIFT CERTIFICATES TIF I CONTRIB TO SSA #6 TIF I CONTRIB TO SSA #7 | 58,758.67 35,971.81 50.00 145,357.72 39,500.07 | |
| | | | | | VENDOR TOTAL * | 279,638.27 | |
| 0014621 7504366944 7504366944 7504366944 7504366944 7504366944 7504366944 | ELMHURST CLAIMS ACCOUNT - CLAIM SVC 003179 002883 003180 002884 003181 003182 | | 01 06/30/2010 01 06/30/2010 01 06/30/2010 01 06/30/2010 01 06/30/2010 01 06/30/2010 | 110-4020-422.20-07 110-5030-421.20-07 110-5030-421.20-07 110-6040-431.20-07 110-6040-431.20-07 510-6050-501.20-07 | SELF INSURED LOSS FUND SELF INSURED LOSS FUND | 163.35 2,427.70 1,632.90 2,412.67 1,939.03 11.88 | |
| | | | | | VENDOR TOTAL * | 8,587.53 | |
| 0004778 | ELMHURST COLLEGE | | | | | | |

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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 |
|--------------------------|--|------------|--------------------------|--------------------|---------------------------|-----------------|----------------------------------|
| 0004778 05/24/2010 | ELMHURST COLLEGE 003238 | | 01 06/30/2010 | 110-0083-443.60-57 | CHARACTER COUNTS/CATERING | 357.83 | |
| VENDOR TOTAL * | | | | | | 357.83 | |
| 0016425 05/10/2010 | ELMHURST COLLEGE-PEGGY STANKO 002916 | | 01 06/30/2010 | 110-0094-454.60-32 | 2010/11 COMMUNITY GRANT | 2,700.00 | |
| VENDOR TOTAL * | | | | | | 2,700.00 | |
| 0005927 06/09/2010 | ELMHURST COMMUNITY SCHOOL DIST 205 003237 | | 01 06/30/2010 | 110-0083-443.60-57 | CHARACTER COUNTS/SERVICE | 118.59 | |
| VENDOR TOTAL * | | | | | | 118.59 | |
| 0008529 EHF-001 | ELMHURST DISTRICT 205 FOUNDATION 003470 | | 01 06/30/2010 | 110-7060-451.40-43 | NOTECARDS | 60.00 | |
| VENDOR TOTAL * | | | | | | 60.00 | |
| 0015836 768420 | ELMHURST INDEPENDENT - ROCK VALLEY 002919 | | 01 06/30/2010 | 110-3015-414.30-54 | LEGAL NOTICE | 60.75 | |
| 768490 | 002920 | | 01 06/30/2010 | 110-3015-414.30-54 | LEGAL NOTICE | 598.50 | |
| 768426 | 002921 | | 01 06/30/2010 | 110-3015-414.30-54 | LEGAL NOTICE | 45.00 | |
| 768433 | 002922 | | 01 06/30/2010 | 110-6040-431.30-54 | LEGAL NOTICE | 63.00 | |
| 769569 | 003221 | | 01 06/30/2010 | 110-6040-431.30-54 | LEGAL NOTICE | 47.25 | |
| 768433 | 002923 | | 01 06/30/2010 | 510-6050-501.30-54 | LEGAL NOTICE | 63.00 | |
| 769569 | 003222 | | 01 06/30/2010 | 510-6050-501.30-54 | LEGAL NOTICE | 47.25 | |
| VENDOR TOTAL * | | | | | | 924.75 | |
| 0015636 E00002724292 | ELMHURST MEMORIAL HOSP-CHICAGO 003578 | | 01 06/30/2010 | 110-2007-413.30-47 | PHYSICAL EXAM | 344.16 | |
| VENDOR TOTAL * | | | | | | 344.16 | |
| 0018161 53318 | ELMHURST MEMORIAL OCC - WOOD DALE 003576 | | 01 06/30/2010 | 110-2007-413.30-47 | PHYSICAL EXAM | 55.00 | |
| VENDOR TOTAL * | | | | | | 55.00 | |
| 0017934 58337 | ELMHURST MEMORIAL OCCUP CAROL STRM 003218 | | 01 06/30/2010 | 110-2007-413.30-47 | DRUG SCREEN/PHYSICAL | 385.00 | |
| 58387 | 003219 | | 01 06/30/2010 | 110-2007-413.30-47 | DRUG SCREEN/PHYSICAL | 130.00 | |
| 58490 | 003574 | | 01 06/30/2010 | 110-2007-413.30-47 | DRUG SCREEN/PHYSICAL | 215.00 | |
| VENDOR TOTAL * | | | | | | 730.00 | |
| 0000193 6/16/10 | ELMHURST POSTMASTER-PERMIT 47 002965 | | 01 06/16/2010 | 510-6050-501.30-49 | 2009 CONSUMER CONFIDENCE | CHECK #: 135619 | 2,467.67 |
| 6/25/10 | 003539 | | 01 06/25/2010 | 510-6050-501.30-49 | WATER BILL MAILING | CHECK #: 135641 | 1,800.00 |
| 6/25/10 | 003540 | | 01 06/25/2010 | 510-6055-502.30-49 | SEWER BILL MAILING | CHECK #: 135641 | 1,800.00 |
| VENDOR TOTAL * | | | | | | .00 | 6,067.67 |
| 0001774 05/10/2010 | ELMHURST SYMPHONY ORCHESTRA 002915 | | 01 06/30/2010 | 110-0094-454.60-32 | 2010/11 COMMUNITY GRANT | 22,500.00 | |
| VENDOR TOTAL * | | | | | | 22,500.00 | |
| 0007435 | ELMHURST TOYOTA | | | | | | |

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 PROGRAM: GM339L
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 AS OF: 06/30/2010 CHECK DATE: 07/08/2010

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 |
|--------------------------|--|------------------|-----|-------------------|--------------------|---------------------------|-----------------|----------------------------------|
| 0007435 121395 | ELMHURST TOYOTA 003439 | | 01 | 06/30/2010 | 110-6047-512.50-16 | PD-25 | 118.11 | |
| | | | | | | VENDOR TOTAL * | 118.11 | |
| 0017204 290308.B05 | ENGINEERING RESOURCE ASSOCS, INC 003612 | | 01 | 06/30/2010 | 305-6041-432.80-22 | LEVEE MAINT IMPROVEMENT | 51,479.18 | |
| | | | | | | VENDOR TOTAL * | 51,479.18 | |
| 0011027 06/08/2010 | ENVIRONMENTAL RESOURCES TRAINING 003489 | | 01 | 06/30/2010 | 510-6050-501.60-11 | REGISTRATION | 495.00 | |
| | | | | | | VENDOR TOTAL * | 495.00 | |
| 0011437 | EXELON ENERGY COMPANY | | | | | | | |
| 500000600161 | 003001 | | 01 | 06/30/2010 | 110-6041-432.30-24 | MONTHLY ELECTRIC | 3,598.98 | |
| 500000600161 | 003003 | | 01 | 06/30/2010 | 110-6044-435.30-24 | MONTHLY ELECTRIC | 490.00 | |
| 500000600151 | 002908 | | 01 | 06/30/2010 | 510-6051-501.30-24 | MONTHLY ELECTRIC | 4,249.45 | |
| 500000600161 | 003000 | | 01 | 06/30/2010 | 510-6051-501.30-24 | MONTHLY ELECTRIC | 419.33 | |
| 500000600151 | 002909 | | 01 | 06/30/2010 | 510-6052-501.30-24 | MONTHLY ELECTRIC | 3,556.68 | |
| 500000600171 | 003187 | | 01 | 06/30/2010 | 510-6052-501.30-24 | MONTHLY ELECTRIC/APRIL | 2,860.93 | |
| 500000600171 | 003188 | | 01 | 06/30/2010 | 510-6052-501.30-24 | MONTHLY ELECTRIC/MAY | 2,140.86 | |
| 500000600161 | 002999 | | 01 | 06/30/2010 | 510-6057-502.30-24 | MONTHLY ELECTRIC | 7,379.27 | |
| 500000600161 | 003002 | | 01 | 06/30/2010 | 530-0088-503.30-24 | MONTHLY ELECTRIC | 3,070.27 | |
| | | | | | | VENDOR TOTAL * | 27,765.77 | |
| 0017007 1914791-00 | FACILITY SOLUTIONS GROUP 003379 | | 01 | 06/30/2010 | 110-6044-435.40-28 | UPASS LIGHT STOCK/REPLACE | 1,373.67 | |
| | | | | | | VENDOR TOTAL * | 1,373.67 | |
| 0000209 ILELM6436 | FASTENAL CO 003501 | | 01 | 06/30/2010 | 510-6057-502.50-08 | PUMP REPAIR | 8.42 | |
| | | | | | | VENDOR TOTAL * | 8.42 | |
| 0013212 7-117-08734 | FEDEX 003010 | | 01 | 06/30/2010 | 110-1001-411.30-49 | SHIPPING FEES | 29.79 | |
| | | | | | | VENDOR TOTAL * | 29.79 | |
| 0012480 3313081 | FELLER & SONS INC 003652 | | 01 | 06/30/2010 | 110-2008-413.40-73 | INK/TONER CARTRIDGES | 1,126.83 | |
| | | | | | | VENDOR TOTAL * | 1,126.83 | |
| 0016523 25470 | FIDROCKI, ROMAN W & JESSICA L 003582 | | 01 | 06/30/2010 | 110-0000-316.00-00 | TRANSFER STAMP REFUND | 907.50 | |
| | | | | | | VENDOR TOTAL * | 907.50 | |
| 0015916 | FIFTH THIRD BANK - | PROCUREMENT CARD | | | | | | |
| JUNE 15, 2010 | 003251 | | 01 | 06/23/2010 | 110-1003-412.40-33 | WALGREENS #3015 Q03 | CHECK #: 135639 | 10.67 |
| JUNE 15, 2010 | 003248 | | 01 | 06/23/2010 | 110-2007-413.60-42 | DICE CAREER SOLUTIONS | CHECK #: 135639 | 459.00 |
| JUNE 15, 2010 | 003249 | | 01 | 06/23/2010 | 110-2007-413.60-42 | NACELINK | CHECK #: 135639 | 96.00 |
| JUNE 15, 2010 | 003250 | | 01 | 06/23/2010 | 110-2007-413.30-52 | PREVISOR BRAINBENCH | CHECK #: 135639 | 30.00 |

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| VEND NO INVOICE NO | VENDOR NAME VOUCHER NO | P.O. NO | BNK CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT OR HAND-ISSUED AMOUNT |
|--------------------------|-----------------------------------|------------|--------------------------|--------------------|---------------------------|-----------------|---------------------------------|
| 0015916 | FIFTH THIRD BANK - | | | | PROCUREMENT CARD | | |
| JUNE 15, 2010 | 003252 | | 01 06/23/2010 | 110-2008-413.40-72 | RADIOSHACK COR00164475 | CHECK #: 135639 | 14.99 |
| JUNE 15, 2010 | 003253 | | 01 06/23/2010 | 110-2008-413.50-25 | TRACFONE *AIRTIME | CHECK #: 135639 | 32.99 |
| JUNE 15, 2010 | 003254 | | 01 06/23/2010 | 110-2008-413.40-73 | WALGREENS #3015 Q03 | CHECK #: 135639 | 7.79 |
| JUNE 15, 2010 | 003255 | | 01 06/23/2010 | 110-2008-413.40-73 | WALGREENS #3015 Q03 | CHECK #: 135639 | 9.18 |
| JUNE 15, 2010 | 003256 | | 01 06/23/2010 | 110-4020-422.60-98 | PLASS APPLIANCES & FUR | CHECK #: 135639 | 460.00 |
| JUNE 15, 2010 | 003257 | | 01 06/23/2010 | 110-5030-421.60-27 | ABIKESTORE.COM | CHECK #: 135639 | 1,050.00 |
| JUNE 15, 2010 | 003258 | | 01 06/23/2010 | 110-5030-421.60-98 | FONTANO S | CHECK #: 135639 | 20.00 |
| JUNE 15, 2010 | 003259 | | 01 06/23/2010 | 110-6046-418.50-01 | KATOM RESTAURANT SUPPL | CHECK #: 135639 | 212.12 |
| JUNE 15, 2010 | 003260 | | 01 06/23/2010 | 110-6046-418.40-98 | DAIMER INDUSTRIES INC. | CHECK #: 135639 | 33.00 |
| JUNE 15, 2010 | 003261 | | 01 06/23/2010 | 110-6046-418.40-53 | AMZ*AMAZON PAYMENTS | CHECK #: 135639 | 376.58 |
| JUNE 15, 2010 | 003263 | | 01 06/23/2010 | 110-6046-418.50-01 | WALLINGFORD SAOO OF 00 | CHECK #: 135639 | 277.86 |
| JUNE 15, 2010 | 003262 | | 01 06/23/2010 | 110-6047-512.50-08 | GENERAL AIR COMPRESSOR | CHECK #: 135639 | 895.00 |
| JUNE 15, 2010 | 003265 | | 01 06/23/2010 | 110-7060-451.60-39 | PROGRESSIVE COMMUNICAT | CHECK #: 135639 | 996.50 |
| JUNE 15, 2010 | 003266 | | 01 06/23/2010 | 110-7060-451.60-65 | MFASCO HEALTH & SAFETY | CHECK #: 135639 | 26.05 |
| JUNE 15, 2010 | 003267 | | 01 06/23/2010 | 110-7060-451.60-44 | KJA CONSULTING QPS | CHECK #: 135639 | 46.00 |
| JUNE 15, 2010 | 003268 | | 01 06/23/2010 | 110-7060-451.60-65 | AMZ*AMAZON PAYMENTS | CHECK #: 135639 | 53.99 |
| JUNE 15, 2010 | 003269 | | 01 06/23/2010 | 110-7060-451.60-44 | OREGON LAMINATIONS | CHECK #: 135639 | 27.20 |
| JUNE 15, 2010 | 003270 | | 01 06/23/2010 | 110-7060-451.60-65 | AMERICAN PAPER OPTICS | CHECK #: 135639 | 778.00 |
| JUNE 15, 2010 | 003271 | | 01 06/23/2010 | 210-8070-452.40-33 | INTEGRAL DESIGN | CHECK #: 135639 | 25.95 |
| JUNE 15, 2010 | 003272 | | 01 06/23/2010 | 210-8070-452.40-42 | PAYPAL ORIGINRECOR | CHECK #: 135639 | 17.49 |
| JUNE 15, 2010 | 003273 | | 01 06/23/2010 | 210-8070-452.40-04 | INT'L CODE COUNCIL INC | CHECK #: 135639 | 79.00 |
| JUNE 15, 2010 | 003274 | | 01 06/23/2010 | 210-8070-452.40-04 | INT'L CODE COUNCIL INC | CHECK #: 135639 | 84.52 |
| JUNE 15, 2010 | 003275 | | 01 06/23/2010 | 210-8070-452.40-04 | INT'L CODE COUNCIL INC | CHECK #: 135639 | 84.52 |
| JUNE 15, 2010 | 003276 | | 01 06/23/2010 | 210-8070-452.40-33 | HP SERVICES | CHECK #: 135639 | 43.24 |
| JUNE 15, 2010 | 003264 | | 01 06/23/2010 | 510-6056-502.50-10 | CABELAS INC. 116091251 | CHECK #: 135639 | 64.93 |
| VENDOR TOTAL * | | | | | | .00 | 6,103.53 |
| 0017274 | FIFTH THIRD BANK-SAFE DEPOSIT BOX | | | | | | |
| 0254100391858 | 003642 | | 01 06/30/2010 | 110-2008-413.30-52 | SAFE DEPOSIT BOX | 275.00 | |
| VENDOR TOTAL * | | | | | | 275.00 | |
| 0000865 | FIRE EQPT CO | | | | | | |
| 61073 | 003153 | | 01 06/30/2010 | 110-5030-421.30-98 | FIRE EXTINGUSHER RECHARGE | 23.40 | |
| VENDOR TOTAL * | | | | | | 23.40 | |
| 0006869 | FISHER SCIENTIFIC | | | | | | |
| 2670105 | 003391 | | 01 06/30/2010 | 510-6057-502.40-25 | LAB SUPPLIES | 47.91 | |
| 2534753 | 003392 | | 01 06/30/2010 | 510-6057-502.40-25 | LAB SUPPLIES | 89.56 | |
| VENDOR TOTAL * | | | | | | 137.47 | |
| 0005438 | FLEET SAFETY SUPPLY | | | | | | |
| 50473 | 003357 | | 01 06/30/2010 | 110-5030-421.80-06 | SET UP NEW VEHICLE/PD-10, | 230.00 | |
| 50459 | 003358 | | 01 06/30/2010 | 110-5030-421.80-06 | SET UP NEW VEHICLE/PD-11, | 236.72 | |
| 50508 | 003359 | | 01 06/30/2010 | 110-5030-421.40-31 | LIGHT BAR REPAIR/PD-12 | 170.85 | |
| 50502 | 003360 | | 01 06/30/2010 | 110-5030-421.40-98 | STROBE TUBE/PD-16,PD-17 | 69.48 | |
| 50484 | 003356 | | 01 06/30/2010 | 110-6047-512.50-16 | PUSH BUMPER/PD-1 | 239.00 | |
| VENDOR TOTAL * | | | | | | 946.05 | |
| 0000220 | FLESCH CO INC, GORDON | | | | | | |

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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 |
|---|---|------------|-----|--|--|---|--|---------------------------------|
| 0016266 88888-136167 | GATEHOUSE MEDIA 001163 | | | 01 06/10/2010 | 110-2006-413.60-51 | SUBSCRIPTION | CHECK #: 134919 | 25.00- |
| | | | | | | | VENDOR TOTAL * | .00 |
| 0007925 09-01 | GERARDI SEWER & WATER CO 003004 | | | 01 06/30/2010 | 510-6052-501.80-12 | 2010 WATERMAIN IMPROVEMEN | 273,199.05 | 25.00- |
| | | | | | | | VENDOR TOTAL * | 273,199.05 |
| 0000242 9269342821 9269342839 9258306902 9274973511 | GRAINGER 003377 003378 003320 003396 | | | 01 06/30/2010 01 06/30/2010 01 06/30/2010 01 06/30/2010 | 110-6044-435.40-98 110-6044-435.40-98 110-6046-418.50-01 510-6057-502.50-08 | REPL STREET LT BREAKERS REPL STREET LT BREAKERS EXHAUST FAN EFF SAMPLING PUMP REPAIR | 206.78 206.78 584.10 221.85 | |
| | | | | | | | VENDOR TOTAL * | 1,219.51 |
| 0011686 155116 155301 | GRAND AUTO PARTS 003436 003437 | | | 01 06/30/2010 01 06/30/2010 | 110-6047-512.50-16 110-6047-512.50-16 | STOCK STOCK | 10.00 50.00 | |
| | | | | | | | VENDOR TOTAL * | 60.00 |
| 0012796 6656 | GRASSROOTS LANDSCAPE SPECIALTIES 003629 | | | 01 06/30/2010 | 510-6057-502.50-01 | LANDSCAPE MAINT | 1,572.00 | |
| | | | | | | | VENDOR TOTAL * | 1,572.00 |
| 0000255 JULY 2010 | HAHN & ASSOCS, LTD 002959 | | | 01 06/30/2010 | 110-5030-421.30-48 | SOCIAL SVCS | 4,203.04 | |
| | | | | | | | VENDOR TOTAL * | 4,203.04 |
| 0018964 65 | HALLEZ, ELISE 003581 | | | 01 06/30/2010 | 530-0000-341.50-00 | PARKING PASS REFUND | 100.00 | |
| | | | | | | | VENDOR TOTAL * | 100.00 |
| 0000633 02382793 | HARRINGTON INDUSTRIAL PLASTICS LLC 003397 | | | 01 06/30/2010 | 510-6057-502.50-08 | BALL VALVE REPAIR S TANK | 183.26 | |
| | | | | | | | VENDOR TOTAL * | 183.26 |
| 0015904 1449762 1194382 1194338 | HD SUPPLY WATERWORKS, LTD 003585 003586 003587 | | | 01 06/30/2010 01 06/30/2010 01 06/30/2010 | 510-6052-501.40-64 510-6052-501.40-64 510-6052-501.40-64 | VALVES INSTALLATION VALVES INSTALLATION VALVES INSTALLATION | 1,486.00 3,041.00 2,933.00 | |
| | | | | | | | VENDOR TOTAL * | 7,460.00 |
| 0011839 014582 014582 014582 014582 014582 014582 | HEALTHCARE SERVICE CORP 003190 003191 003192 003193 003194 003195 | | | 01 06/30/2010 01 06/30/2010 01 06/30/2010 01 06/30/2010 01 06/30/2010 01 06/30/2010 | 110-1001-411.20-04 110-2006-413.20-04 110-2007-413.20-04 110-2008-413.20-04 110-3015-414.20-04 110-4020-422.20-04 | HEALTH INS HEALTH INS HEALTH INS HEALTH INS HEALTH INS HEALTH INS | 4,816.90 15,661.89 3,204.98 7,024.54 1,817.68 67,705.28 | |

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 |
|--------------------------|--------------------------------|------------|--------------------------|--------------------|---------------------------|-----------------|----------------------------------|
| 0011839 | HEALTHCARE SERVICE CORP | | | | | | |
| 014582 | 003196 | | 01 06/30/2010 | 110-4025-424.20-04 | HEALTH INS | 11,473.95 | |
| 014582 | 003197 | | 01 06/30/2010 | 110-5030-421.20-04 | HEALTH INS | 108,483.17 | |
| 014582 | 003198 | | 01 06/30/2010 | 110-6040-431.20-04 | HEALTH INS | 27,977.75 | |
| 014582 | 003199 | | 01 06/30/2010 | 110-7060-451.20-04 | HEALTH INS | 4,225.68 | |
| 014582 | 003200 | | 01 06/30/2010 | 210-8070-452.20-04 | HEALTH INS | 4,225.68 | |
| 014582 | 003201 | | 01 06/30/2010 | 510-6050-501.20-04 | HEALTH INS | 1,594.85 | |
| 014582 | 003202 | | 01 06/30/2010 | 510-6055-502.20-04 | HEALTH INS | 1,817.68 | |
| 014582 | 003203 | | 01 06/30/2010 | 530-0088-503.20-04 | HEALTH INS | 24,597.57 | |
| VENDOR TOTAL * | | | | | | 284,627.60 | |
| 0012748 | HEDMAN, ERIC | | | | | | |
| JUNE 2010 | 003171 | | 01 06/30/2010 | 110-4020-422.60-11 | HONOR GUARD INSTRUCTOR | 800.00 | |
| 06/15/2010 | 003172 | | 01 06/30/2010 | 110-4020-422.60-11 | EXPENSE REIMBURSEMENT | 2,096.32 | |
| VENDOR TOTAL * | | | | | | 2,896.32 | |
| 0009456 | HIGHWAY TECHNOLOGIES, INC | | | | | | |
| 365966-003 | 003526 | | 01 06/30/2010 | 530-0088-503.80-19 | PARKING IMPROVEMENTS | 2,511.35 | |
| 365966-004 | 003527 | | 01 06/30/2010 | 530-0088-503.80-19 | PARKING IMPROVEMENTS | 2,464.86 | |
| VENDOR TOTAL * | | | | | | 4,976.21 | |
| 0006864 | HOME DEPOT 1919-NORTHLAKE | | | | | | |
| 027977/3023330 | 003279 | | 01 06/30/2010 | 110-4020-422.50-01 | SHOWER HEADS | 41.15 | |
| 026158/4274584 | 003280 | | 01 06/30/2010 | 110-7060-451.50-01 | PAINT | 6.88 | |
| 007319/2096998 | 003281 | | 01 06/30/2010 | 510-6057-502.50-01 | COUNTER PROJECT MATERIALS | 72.00 | |
| 003227/6024064 | 003282 | | 01 06/30/2010 | 510-6057-502.50-01 | COUNTER PROJECT MATERIALS | 62.40 | |
| VENDOR TOTAL * | | | | | | 182.43 | |
| 0012341 | HOME DEPOT 1982-OAKBROOK TERR | | | | | | |
| 004413/5021025 | 003374 | | 01 06/30/2010 | 110-6044-435.40-98 | SANDING WHEELS-BENCHES | 16.94 | |
| 001072/8051068 | 003285 | | 01 06/30/2010 | 110-7060-451.50-01 | BACK PORCH REPAIR | 63.47 | |
| 012703/8023802 | 003286 | | 01 06/30/2010 | 110-7060-451.50-01 | EXHIBIT PARTS | 261.22 | |
| 004068/5020898 | 003283 | | 01 06/30/2010 | 510-6057-502.50-01 | COUNTER PARTS | 2.88 | |
| 1170051 | 003284 | | 01 06/30/2010 | 510-6057-502.50-01 | RETURNED MERCHANDISE | 91.28 | |
| VENDOR TOTAL * | | | | | | 253.23 | |
| 0005211 | HOME PLUMBING & HEATING CO INC | | | | | | |
| 5323 | 003329 | | 01 06/30/2010 | 110-4020-422.50-01 | SHOWER REPAIR | 97.95 | |
| VENDOR TOTAL * | | | | | | 97.95 | |
| 0000278 | HOUSE OF GLASS | | | | | | |
| 20014 | 003517 | | 01 06/30/2010 | 110-6046-418.50-01 | GLASS REPLACEMENT | 9.99 | |
| VENDOR TOTAL * | | | | | | 9.99 | |
| 0013974 | IDEA ART, INC | | | | | | |
| P086277600014 | 003014 | | 01 06/30/2010 | 110-5030-421.40-33 | ENVELOPES/PAPER SUPPLIES | 66.09 | |
| VENDOR TOTAL * | | | | | | 66.09 | |
| 0007329 | IKON OFFICE SOLUTIONS | | | | | | |

PREPARED 06/28/2010, 13:34:01
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 06/30/2010 CHECK DATE: 07/08/2010

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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 |
|--|---|------------|---|--|--|---------------------------------|---------------------------------|
| 0007329 5014342538 | IKON OFFICE SOLUTIONS 003638 | | 01 06/30/2010 | 110-5030-421.30-21 | COPIER MAINT | 238.11 | |
| | | | | | VENDOR TOTAL * | 238.11 | |
| 0009117 IL0028746 ILR400187 ILR006237 | IL EPA FISCAL SERVICE SECTION 003484 003485 003486 | | 01 06/30/2010 01 06/30/2010 01 06/30/2010 | 510-6055-502.60-76 510-6055-502.60-76 510-6055-502.60-76 | NPDES PERMIT FEE NPDES PERMIT FEE NPDES PERMIT FEE | 32,500.00 1,000.00 500.00 | |
| | | | | | VENDOR TOTAL * | 34,000.00 | |
| 0014742 06/16/2010 | IL LIQUOR CONTROL COMMISSION 003225 | | 01 06/30/2010 | 110-5030-421.60-75 | BASSETT LICENSE | 250.00 | |
| | | | | | VENDOR TOTAL * | 250.00 | |
| 0001005 PD-41 | IL SEC OF STATE - CONF SERV PROG 002918 | | 01 06/30/2010 | 110-6047-512.60-55 | PLATE RENEWAL | 99.00 | |
| | | | | | VENDOR TOTAL * | 99.00 | |
| 0000291 CASE #09-51407 | IL SEC OF STATE - TITLE APPLIC FEES 003551 | | 01 06/30/2010 | 110-5030-421.60-27 | TITLE APPLICATION FEE | 95.00 | |
| | | | | | VENDOR TOTAL * | 95.00 | |
| 0016825 ILL10478F | IL STATE POLICE-INFO & TECH COMMAND 003227 | | 01 06/30/2010 | 110-5030-421.30-98 | FIREMAN APPLICANTS | 68.50 | |
| | | | | | VENDOR TOTAL * | 68.50 | |
| 0004409 R07663 R07663 | ILLINI POWER PRODUCTS 003497 003499 | | 01 06/30/2010 01 06/30/2010 | 510-6052-501.50-18 510-6056-502.50-11 | ANNUAL INSPECTIONS ANNUAL INSPECTIONS | 1,375.00 1,375.00 | |
| | | | | | VENDOR TOTAL * | 2,750.00 | |
| 0018596 6 | ILLINI PRECAST 003521 | | 01 06/30/2010 | 530-0088-503.80-19 | PARKING IMPROVEMENTS | 185,449.32 | |
| | | | | | VENDOR TOTAL * | 185,449.32 | |
| 0000643 923006 924129 | INDUSTRIAL LADDER & SUPPLY 003326 003327 | | 01 06/30/2010 01 06/30/2010 | 110-6046-418.40-53 110-6046-418.40-53 | SCAFFOLD PARTS SCAFFOLD PLANKS | 232.96 555.00 | |
| | | | | | VENDOR TOTAL * | 787.96 | |
| 0006347 002-1192868 | INLAND COMMERCIAL PROPERTY MGT INC 003516 | | 01 06/30/2010 | 530-0088-503.50-15 | MONTHLY MAINT CONTRACT | 1,150.00 | |
| | | | | | VENDOR TOTAL * | 1,150.00 | |
| 0005563 5396636-00 | INLAND POWER GROUP 003348 | | 01 06/30/2010 | 110-6047-512.50-16 | TRK/PARTS ENG#4 | 261.70 | |
| | | | | | VENDOR TOTAL * | 261.70 | |
| 0007892 | INTELLISYS INC | | | | | | |

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| VEND NO INVOICE NO | VENDOR NAME VOUCHER NO | P.O. NO | BNK CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT OR HAND-ISSUED AMOUNT |
|---|---|------------|--|--|--|-----------------------------------|---------------------------------|
| 0007892 2702 | INTELLISYS INC 003619 | | 01 06/30/2010 | 510-6057-502.50-08 | SOFTWARE MAINT/UPGRADE | 600.00 | |
| | | | | | VENDOR TOTAL * | 600.00 | |
| 0010731 130052550 130052612 | INTERSTATE BATTERY 003277 003278 | | 01 06/30/2010 01 06/30/2010 | 110-6047-512.50-16 110-6047-512.50-16 | SYSTEM OF TRK/PARTS PD-34 TRK/PARTS PD-25 | 82.95 137.95 | |
| | | | | | VENDOR TOTAL * | 220.90 | |
| 0012424 1111 | ISAAC RAY FORENSIC 003151 | | 01 06/30/2010 | 110-5030-421.30-98 | GROUP, LLC PSYCHOLOGICAL SCREENING | 365.00 | |
| | | | | | VENDOR TOTAL * | 365.00 | |
| 0012114 JAN-MAR | JANITO, THOMAS 002987 | | 01 06/30/2010 | 110-2007-413.60-23 | YOUNG ADULT COVERAGE | 847.34 | |
| | | | | | VENDOR TOTAL * | 847.34 | |
| 0000344 1203-6925260 1203-6858841 1203-6848923 | JC LICHT - NETWORK 003335 003380 003322 | | 01 06/30/2010 01 06/30/2010 01 06/30/2010 | 110-6041-432.40-52 110-6044-435.40-98 110-6046-418.50-01 | PLACE PAINT CBD LIGHT POLE PAINT PAINT | 29.83 67.90 70.63 | |
| | | | | | VENDOR TOTAL * | 168.36 | |
| 0000976 90937 | JIM'S TOWING,CK GRP-1 002960 | | 01 06/30/2010 | 110-5030-421.60-27 | TOWING SVC/CASE#10-021789 | 350.00 | |
| | | | | | VENDOR TOTAL * | 350.00 | |
| 0000976 91109 | JIM'S TOWING,CK GRP-2 002961 | | 01 06/30/2010 | 110-5030-421.60-27 | TOWING SVC/CASE#10-022092 | 350.00 | |
| | | | | | VENDOR TOTAL * | 350.00 | |
| 0009973 1236 | JONKMAN, SCOTT 003401 | | 01 06/30/2010 | 110-6041-432.30-55 | 165 GARFIELD | 1,000.00 | |
| | | | | | VENDOR TOTAL * | 1,000.00 | |
| 0005713 08395 8915 | K & T COLORS 003241 003473 | | 01 06/30/2010 01 06/30/2010 | 110-1001-411.40-98 110-7060-451.60-44 | MATS/PROCLAMATION FRAMES EXHIBIT SUPPLIES | 86.40 250.00 | |
| | | | | | VENDOR TOTAL * | 336.40 | |
| 0013509 0640851-IN | K A STEEL CHEMICALS INC 002944 | | 01 06/30/2010 | 510-6057-502.40-10 | LIQUID CHLORINE | 2,522.07 | |
| | | | | | VENDOR TOTAL * | 2,522.07 | |
| 0000314 459262 460348 460346 455639 | KALE UNIFORMS 003163 003160 003161 003162 | | 01 06/30/2010 01 06/30/2010 01 06/30/2010 01 06/30/2010 | 110-4020-422.40-62 110-5030-421.40-11 110-5030-421.40-11 110-5030-421.40-11 | UNIFORM SUPPLIES UNIFORM SUPPLIES UNIFORM SUPPLIES UNIFORM SUPPLIES | 31.90 113.90 83.90 66.90 | |

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|--------------------------|---------------------------------|------------|-----------------------|--------------------|-------------------------|-----------------|----------------------------------|
| 0000314 | KALE UNIFORMS | | | | | | |
| | | | | | VENDOR TOTAL * | 296.60 | |
| 0000318 | KARA CO INC | | | | | | |
| 263222 | 003479 | | 01 06/30/2010 | 110-6040-431.40-98 | TOOLS | 153.86 | |
| 263353 | 003615 | | 01 06/30/2010 | 110-6040-431.40-98 | TOOLS | 40.57 | |
| 263222 | 003478 | | 01 06/30/2010 | 510-6050-501.40-98 | TOOLS | 153.85 | |
| 263353 | 003614 | | 01 06/30/2010 | 510-6050-501.40-98 | TOOLS | 40.57 | |
| | | | | | VENDOR TOTAL * | 388.85 | |
| 0000323 | KIEFT BROTHERS, INC - A/P | | | | | | |
| 165075 | 003243 | | 01 06/30/2010 | 110-6041-432.40-08 | INLET REPAIRS | 152.50 | |
| 165199 | 002935 | | 01 06/30/2010 | 510-6056-502.40-29 | COUPLING/PIPE LUBRICANT | 83.00 | |
| 165076 | 002936 | | 01 06/30/2010 | 510-6056-502.40-29 | SOLID BLOCK/PALLET | 226.00 | |
| 165586 | 003367 | | 01 06/30/2010 | 510-6056-502.40-29 | SEWER REPAIR | 144.90 | |
| 165548 | 003368 | | 01 06/30/2010 | 510-6056-502.40-29 | SEWER REPAIR | 674.00 | |
| | | | | | VENDOR TOTAL * | 1,280.40 | |
| 0011896 | KIMBALL MIDWEST | | | | | | |
| 1527692 | 003347 | | 01 06/30/2010 | 110-6047-512.40-98 | SHOP SUPPLIES | 266.62 | |
| | | | | | VENDOR TOTAL * | 266.62 | |
| 0015660 | KINGS POINT TRUCK LANE | | | | | | |
| 20338 | 003346 | | 01 06/30/2010 | 110-6047-512.50-02 | SAFETY TEST/PW87 | 25.00 | |
| | | | | | VENDOR TOTAL * | 25.00 | |
| 0012452 | KLINE, F W & SONS INC | | | | | | |
| 43522 | 003312 | | 01 06/30/2010 | 530-0088-503.50-14 | DOOR REPAIR | 543.30 | |
| | | | | | VENDOR TOTAL * | 543.30 | |
| 0004287 | KRAGEL, CHRISTOPHER J | | | | | | |
| JAN-MAR | 002988 | | 01 06/30/2010 | 110-2007-413.60-23 | YOUNG ADULT COVERAGE | 847.34 | |
| | | | | | VENDOR TOTAL * | 847.34 | |
| 0000800 | LASER ASSOCS, STEPHEN A | | | | | | |
| 2002427 | 002970 | | 01 06/30/2010 | 110-1003-412.30-52 | INDIVIDUAL ASSESSMENT | 525.00 | |
| | | | | | VENDOR TOTAL * | 525.00 | |
| 0006622 | LEN'S ACE HARDWARE | | | | | | |
| 127615/1 | 003403 | | 01 06/30/2010 | 110-6047-512.40-98 | SUPPLIES | 6.99 | |
| | | | | | VENDOR TOTAL * | 6.99 | |
| 0000509 | LILJEBERG, GLEN R. | | | | | | |
| 06/01-06/16/10 | 002934 | | 01 06/30/2010 | 110-0086-453.30-52 | CATV PROF SVCS | 939.25 | |
| | | | | | VENDOR TOTAL * | 939.25 | |
| 0012509 | LIZZADRO MUSEUM OF LAPIDARY ART | | | | | | |
| 05/10/2010 | 002913 | | 01 06/30/2010 | 110-0094-454.60-32 | 2010/11 COMMUNITY GRANT | 9,000.00 | |
| | | | | | VENDOR TOTAL * | 9,000.00 | |
| 0018955 | LOCKIE, MONICA | | | | | | |

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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 |
|--------------------------|-------------------------------------|------------|--------------------------|--------------------|---------------------------|-----------------|---------------------------------|
| 0018955 2472 | LOCKIE, MONICA 003400 | | 01 06/30/2010 | 110-6041-432.30-55 | 263 BOYD STORM LINE REIMB | 1,000.00 | |
| | | | | | VENDOR TOTAL * | 1,000.00 | |
| 0018944 JAN-MAR | LONG, KEVIN 002991 | | 01 06/30/2010 | 110-2007-413.60-23 | YOUNG ADULT COVERAGE | 213.18 | |
| | | | | | VENDOR TOTAL * | 213.18 | |
| 0005157 255094 | LUSTRE-CAL 002954 | | 01 06/30/2010 | 110-5030-421.40-98 | BICYCLE LICENSE | 819.00 | |
| | | | | | VENDOR TOTAL * | 819.00 | |
| 0007486 17 | MAMMA MARIA'S PIZZA 003231 | | 01 06/30/2010 | 110-5030-421.60-08 | MEETING REFRESHMENTS | 51.42 | |
| | | | | | VENDOR TOTAL * | 51.42 | |
| 0017232 04 | MCHUGH CONST, JAMES 003463 | | 01 06/30/2010 | 110-7060-451.80-23 | PROFESSIONAL SVCS/ | 45,092.87 | |
| | | | | | VENDOR TOTAL * | 45,092.87 | |
| 0002941 | MCMASTER-CARR SUPPLY CO-A/P ADDRESS | | | | | | |
| 56194901 | 003328 | | 01 06/30/2010 | 110-6046-418.50-01 | EXHAUST FAN INSTALL | 77.37 | |
| 57336948 | 003440 | | 01 06/30/2010 | 110-6047-512.50-16 | PW-135T | 46.16 | |
| 58063923 | 003441 | | 01 06/30/2010 | 110-6047-512.50-16 | SHOP SUPPLIES | 33.09 | |
| 57212620 | 002975 | | 01 06/30/2010 | 510-6052-501.40-98 | VALVE REPAIRS | 77.54 | |
| 57476171 | 003630 | | 01 06/30/2010 | 510-6056-502.50-01 | VENTILATION BLOWER REPLAC | 28.06 | |
| 57829418 | 003394 | | 01 06/30/2010 | 510-6057-502.50-08 | VALVE REPAIR SO TANK | 48.02 | |
| 57701889 | 003395 | | 01 06/30/2010 | 510-6057-502.50-08 | CL2 PUMP TUBING REPAIR | 207.76 | |
| | | | | | VENDOR TOTAL * | 518.00 | |
| 0000366 | MEL'S ACE HARDWARE | | | | | | |
| 411110/4 | 003333 | | 01 06/30/2010 | 110-6041-432.40-09 | PROPANE | 20.23 | |
| 412775/4 | 003334 | | 01 06/30/2010 | 110-6041-432.40-98 | RETURNED MERCHANDSIE | 19.15- | |
| 413317/4 | 003542 | | 01 06/30/2010 | 110-6041-432.40-98 | FASTENERS | 1.50 | |
| 411520/4 | 003390 | | 01 06/30/2010 | 110-6043-434.40-98 | MISC SUPPLIES FOR TREE | 13.94 | |
| 413209/4 | 002941 | | 01 06/30/2010 | 510-6052-501.40-98 | PORTABLE RADIOS | 4.49 | |
| 413213/4 | 002942 | | 01 06/30/2010 | 510-6052-501.40-98 | TOOLS | 31.48 | |
| 413265/4 | 002943 | | 01 06/30/2010 | 510-6052-501.40-98 | PAINTING SUPPLIES | 26.74 | |
| 413370/4 | 003370 | | 01 06/30/2010 | 510-6052-501.40-98 | TRK 98 DRILL BIT | 14.83 | |
| 412918/4 | 003371 | | 01 06/30/2010 | 510-6052-501.40-98 | HOSE REPAIR PARTS/NOZZLE | 22.52 | |
| 413314/4 | 003635 | | 01 06/30/2010 | 510-6056-502.50-11 | OIL CHANGES | 5.39 | |
| 413291/4 | 003637 | | 01 06/30/2010 | 510-6056-502.50-11 | PUMP INSTALLATION | 8.36 | |
| 413379/4 | 003636 | | 01 06/30/2010 | 510-6057-502.50-01 | CLOCK REPLACEMENT | 7.64 | |
| | | | | | VENDOR TOTAL * | 137.97 | |
| 0007364 | METROPOLITAN LIFE INSURANCE CO | | | | | | |
| 00114 | 003204 | | 01 06/30/2010 | 110-1001-411.20-05 | DENTAL INS | 298.71 | |
| 00114 | 003205 | | 01 06/30/2010 | 110-2006-413.20-05 | DENTAL INS | 983.19 | |
| 00114 | 003206 | | 01 06/30/2010 | 110-2007-413.20-05 | DENTAL INS | 209.10 | |

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|--------------------------|--------------------------------|------------|--------------------------|--------------------|--------------------------|-----------------|---------------------------------|
| 0007364 | METROPOLITAN LIFE INSURANCE CO | | | | | | |
| 00114 | 003207 | | 01 06/30/2010 | 110-2008-413.20-05 | DENTAL INS | 437.83 | |
| 00114 | 003208 | | 01 06/30/2010 | 110-3015-414.20-05 | DENTAL INS | 124.61 | |
| 00114 | 003209 | | 01 06/30/2010 | 110-4020-422.20-05 | DENTAL INS | 3,718.55 | |
| 00114 | 003210 | | 01 06/30/2010 | 110-4025-424.20-05 | DENTAL INS | 600.84 | |
| 00114 | 003211 | | 01 06/30/2010 | 110-5030-421.20-05 | DENTAL INS | 6,181.73 | |
| 00114 | 003212 | | 01 06/30/2010 | 110-6040-431.20-05 | DENTAL INS | 1,662.55 | |
| 00114 | 003213 | | 01 06/30/2010 | 110-7060-451.20-05 | DENTAL INS | 242.38 | |
| 00114 | 003214 | | 01 06/30/2010 | 210-8070-452.20-05 | DENTAL INS | 1,225.58 | |
| 00114 | 003215 | | 01 06/30/2010 | 510-6050-501.20-05 | DENTAL INS | 249.21 | |
| 00114 | 003216 | | 01 06/30/2010 | 510-6055-502.20-05 | DENTAL INS | 128.02 | |
| 00114 | 003217 | | 01 06/30/2010 | 530-0088-503.20-05 | DENTAL INS | 145.00 | |
| | | | | | VENDOR TOTAL * | 16,207.30 | |
| 0001425 | METTLER-TOLEDO, INC | | | | | | |
| 157-00416319 | 003393 | | 01 06/30/2010 | 510-6057-502.40-25 | LAB BALANCE CALIBRATION | 990.50 | |
| | | | | | VENDOR TOTAL * | 990.50 | |
| 0018967 | MIAZZA, MIKE | | | | | | |
| 271 PICK | 003609 | | 01 06/30/2010 | 510-6056-502.30-90 | SEWER LINE REIMBURSEMENT | 1,300.00 | |
| | | | | | VENDOR TOTAL * | 1,300.00 | |
| 0009371 | MICRO CENTER A/R | | | | | | |
| 2302965 | 003653 | | 01 06/30/2010 | 110-2008-413.40-72 | COMPUTER HARDWARE | 179.99 | |
| 2299240 | 003654 | | 01 06/30/2010 | 110-2008-413.40-16 | COMPUTER SOFTWARE | 299.99 | |
| 2299240 | 003655 | | 01 06/30/2010 | 110-2008-413.40-72 | COMPUTER HARDWARE | 415.96 | |
| 2299725 | 003656 | | 01 06/30/2010 | 110-2008-413.40-72 | COMPUTER HARDWARE | 549.97 | |
| | | | | | VENDOR TOTAL * | 1,445.91 | |
| 0001729 | MID AMER WATER | | | | | | |
| 92382AD | 003005 | | 01 06/30/2010 | 510-6052-501.40-23 | 2010 HYDRANT REPLACEMENT | 39,126.00 | |
| 61422A | 003006 | | 01 06/30/2010 | 510-6052-501.40-23 | 2010 HYDRANT REPLACEMENT | 8,780.00 | |
| | | | | | VENDOR TOTAL * | 47,906.00 | |
| 0000631 | MIDWEST ELECTRICAL APPLIANCE | | | | | | |
| 89960 | 003164 | | 01 06/30/2010 | 110-4020-422.50-01 | VIKING RANGE REPAIRS | 988.80 | |
| | | | | | VENDOR TOTAL * | 988.80 | |
| 0007257 | MOTION INDUSTRIES, INC | | | | | | |
| IL10-415548 | 003503 | | 01 06/30/2010 | 510-6057-502.50-08 | PUMP MIXERS REPAIR | 56.80 | |
| IL10-415549 | 003505 | | 01 06/30/2010 | 510-6057-502.50-08 | PUMP REPAIR | 34.85 | |
| | | | | | VENDOR TOTAL * | 91.65 | |
| 0000378 | MOTOROLA - COLLECTION CTR DR | | | | | | |
| 90306725 | 003345 | | 01 06/30/2010 | 110-5030-421.40-41 | BATTERIES | 94.20 | |
| | | | | | VENDOR TOTAL * | 94.20 | |
| 0001104 | MOULIS, RICHARD | | | | | | |
| JAN-MAR | 002983 | | 01 06/30/2010 | 110-2007-413.60-23 | YOUNG ADULT COVERAGE | 213.18 | |

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|---|--|------------|---|--|----------------------------------|-------------------------|---------------------------------|
| 0001104 | MOULIS, RICHARD | | | | | | |
| | | | | | VENDOR TOTAL * | 213.18 | |
| 0007206 2010/2011 | MUNICIPAL CLERKS OF DUPAGE COUNTY 003220 | | 01 06/30/2010 | 110-1001-411.60-11 | MEMBERSHIP | 35.00 | |
| | | | | | VENDOR TOTAL * | 35.00 | |
| 0018069 124345 | MUNICIPAL CODE CORP 003009 | | 01 06/30/2010 | 110-1001-411.30-54 | CODIFICATION/MUNICIPAL | 2,128.97 | |
| | | | | | VENDOR TOTAL * | 2,128.97 | |
| 0017982 89801 | NAFA FLEET MGRS ASSN 003287 | | 01 06/30/2010 | 110-6040-431.60-37 | MEMBERSHIP | 475.00 | |
| | | | | | VENDOR TOTAL * | 475.00 | |
| 0008072 13212113 | NEOPOST 003008 | | 01 06/30/2010 | 110-2006-413.40-33 | INK CARTRIDGE | 234.94 | |
| | | | | | VENDOR TOTAL * | 234.94 | |
| 0005845 | NICOR GAS | | | | | | |
| 5209073557 3 | 003186 | | 01 06/30/2010 | 110-4020-422.30-29 | MONTHLY GAS | 154.03 | |
| 7816640000 8 | 002906 | | 01 06/30/2010 | 110-6046-418.30-29 | MONTHLY GAS | 1,509.73 | |
| 7763000144 2 | 002905 | | 01 06/30/2010 | 210-8070-452.30-29 | MONTHLY GAS | 1,502.10 | |
| 52-71-78-0000 | 8002904 | | 01 06/30/2010 | 510-6056-502.30-29 | MONTHLY GAS | 40.57 | |
| 2403240000 4 | 002907 | | 01 06/30/2010 | 510-6056-502.30-29 | MONTHLY GAS | 46.26 | |
| 43-64-24-0000 | 6003185 | | 01 06/30/2010 | 510-6056-502.30-29 | MONTHLY GAS | 84.46 | |
| | | | | | VENDOR TOTAL * | 3,337.15 | |
| 0013520 45-25-85-5244 | NICOR GAS 2003571 | | 01 06/30/2010 | 530-0088-503.80-19 | GAS DISCONNECT | 821.82 | |
| | | | | | VENDOR TOTAL * | 821.82 | |
| 0000401 134622 134663 | NORTH EAST MULTI-REGIONAL TRAINING 003155 003156 | | 01 06/30/2010 01 06/30/2010 | 110-5030-421.60-11 110-5030-421.60-11 | TRAINING CLASS TRAINING CLASS | 50.00 350.00 | |
| | | | | | VENDOR TOTAL * | 400.00 | |
| 0018953 3194 | NOWSTALGIC TOYS, INC 003471 | | 01 06/30/2010 | 110-7060-451.40-43 | RESALE MERCHANDISE | 395.00 | |
| | | | | | VENDOR TOTAL * | 395.00 | |
| 0002228 0023638-IN | O'HERRON CO INC, RAY - LOMBARD 003152 | | 01 06/30/2010 | 110-5030-421.40-11 | UNIFORM SUPPLIES | 14.95 | |
| | | | | | VENDOR TOTAL * | 14.95 | |
| 0008640 522146939001 522146939001 522146939001 | OFFICE DEPOT 003102 003101 003103 | | 01 06/30/2010 01 06/30/2010 01 06/30/2010 | 110-1001-411.40-33 110-2006-413.40-33 110-2006-413.40-33 | SUPPLIES SUPPLIES SUPPLIES | 20.08 42.18 45.60 | |

BANK: 01

| VEND NO | VENDOR NAME | P.O. NO | BNK CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT OR HAND-ISSUED AMOUNT |
|----------------|------------------------------|---------|--------------------|--------------------|---------------------------|--------------|---------------------------|
| 0008640 | OFFICE DEPOT | | | | | | |
| | | | | | VENDOR TOTAL * | 107.86 | |
| 0018940 | ORTEGON, NICOLE | | | | | | |
| 9442 | 002968 | | 01 06/30/2010 | 110-0000-260.02-00 | VEHICLE STICKER REFUND | 36.00 | |
| | | | | | VENDOR TOTAL * | 36.00 | |
| 0000416 | OTIS ELEVATOR CO | | | | | | |
| CH 251412 | 001 003518 | | 01 06/30/2010 | 530-0088-503.80-19 | PARKING IMPROVEMENTS | 13,000.00 | |
| | | | | | VENDOR TOTAL * | 13,000.00 | |
| 0008717 | PAT KEAN'S FRIENDLY FORD | | | | | | |
| 160871 | 003349 | | 01 06/30/2010 | 110-6047-512.50-16 | TRK/PARTS PD-29 | 60.00 | |
| 161086 | 003350 | | 01 06/30/2010 | 110-6047-512.50-16 | TRK/PARTS PD-10 | 180.56 | |
| 161037 | 003351 | | 01 06/30/2010 | 110-6047-512.50-16 | TRK/PARTS PD-8 | 54.47 | |
| 161190 | 003352 | | 01 06/30/2010 | 110-6047-512.50-16 | SWITCH/STOCK | 18.22 | |
| 161192 | 003353 | | 01 06/30/2010 | 110-6047-512.50-16 | STOCK | 106.50 | |
| C25612 | 003354 | | 01 06/30/2010 | 110-6047-512.50-02 | TRK/PARTS PD-43 | 145.50 | |
| C25903 | 003355 | | 01 06/30/2010 | 110-6047-512.50-02 | TRK/PARTS PD-29 | 450.00 | |
| | | | | | VENDOR TOTAL * | 1,015.25 | |
| 0018951 | PEACHTREE BUSINESS PRODUCTS | | | | | | |
| P219702100017 | 003313 | | 01 06/30/2010 | 110-6046-418.40-53 | KEY TAGS | 93.50 | |
| | | | | | VENDOR TOTAL * | 93.50 | |
| 0005900 | PETTIBONE & CO, P F | | | | | | |
| 20213 | 003226 | | 01 06/30/2010 | 110-5030-421.40-33 | TOWING REPORTS FORMS | 147.45 | |
| | | | | | VENDOR TOTAL * | 147.45 | |
| 0018752 | PIONEER PRESS - TINLEY PARK | | | | | | |
| 399045 | 002924 | | 01 06/30/2010 | 110-2006-413.60-51 | SUBSCRIPTION | 32.00 | |
| 402013 | 002925 | | 01 06/30/2010 | 110-2006-413.60-51 | SUBSCRIPTION | 32.00 | |
| | | | | | VENDOR TOTAL * | 64.00 | |
| 0017900 | PIPE-VIEW LLC | | | | | | |
| 587 | 003626 | | 01 06/30/2010 | 510-6056-502.30-39 | SEWER CLEANING/TELEVISION | 17,597.90 | |
| | | | | | VENDOR TOTAL * | 17,597.90 | |
| 0008318 | POLI, ANTHONY | | | | | | |
| 06/10/2010 | 002952 | | 01 06/30/2010 | 110-5030-421.60-70 | EXPENSE REIMBURSEMENT | 59.51 | |
| 06/13-06/18/10 | 003157 | | 01 06/30/2010 | 110-5030-421.60-05 | EXPENSE REIMBURSEMENT | 110.50 | |
| 06/13-06/18/10 | 003158 | | 01 06/30/2010 | 110-5030-421.60-11 | EXPENSE REIMBURSEMENT | 121.98 | |
| 06/13-06/18/10 | 003159 | | 01 06/30/2010 | 110-5030-421.60-70 | EXPENSE REIMBURSEMENT | 27.13 | |
| | | | | | VENDOR TOTAL * | 319.12 | |
| 0013302 | PRECISION CONTROL SYSTEMS OF | | | | | | |
| 14923 | 003317 | | 01 06/30/2010 | 110-5030-421.30-98 | MONTHLY MAINT FEE | 262.00 | |
| | | | | | VENDOR TOTAL * | 262.00 | |
| 0014926 | PRECISION LUBRICANTS | | | | | | |

| 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 |
|---------------------------|--|------------|--------------------------------|--|---------------------------|------------------|---------------------------------|
| 0014926 199017 | PRECISION LUBRICANTS 003344 | | 01 06/30/2010 | 110-6047-512.40-98 | ANTI-FREEZE | 445.98 | |
| | | | | | VENDOR TOTAL * | 445.98 | |
| 0018952 15988 | PROGRESSIVE COMMUNICATIONS, INC 003474 | | 01 06/30/2010 | 110-7060-451.60-39 | A/V EQUIP/INSTRUCTION/INS | 996.50 | |
| | | | | | VENDOR TOTAL * | 996.50 | |
| 0018941 25438 | REEVES, GINA 002969 | | 01 06/30/2010 | 110-0000-316.00-00 | TRANSFER STAMP REFUND | 921.00 | |
| | | | | | VENDOR TOTAL * | 921.00 | |
| 0016302 JUNE 2010 | RICHARDS, KERRY 003169 | | 01 06/30/2010 | 110-4020-422.60-11 | HONOR GUARD INSTRUCTOR | 800.00 | |
| | | | | | VENDOR TOTAL * | 800.00 | |
| 0008861 10-07616 | ROYAL RECOGNITION 003577 | | 01 06/30/2010 | 110-2007-413.60-23 | SERVICE AWARD | 251.45 | |
| | | | | | VENDOR TOTAL * | 251.45 | |
| 0005536 112749 | RUNNION EQPT. 003372 | | 01 06/30/2010 | 110-6047-512.50-02 | PW-88 REPAIRS | 1,528.81 | |
| | | | | | VENDOR TOTAL * | 1,528.81 | |
| 0016702 JUNE 2010 | SANCHEZ, JAVIER 003168 | | 01 06/30/2010 | 110-4020-422.60-11 | HONOR GUARD INSTRUCTOR | 800.00 | |
| | | | | | VENDOR TOTAL * | 800.00 | |
| 0010169 67055 67095 | SEAWAY SUPPLY 002949 002971 | | 01 06/30/2010 01 06/30/2010 | 110-6046-418.40-24 110-6046-418.40-24 | SUPPLIES SUPPLIES | 267.50 367.50 | |
| | | | | | VENDOR TOTAL * | 635.00 | |
| 0015065 06/07/2010 | SENNETT, JODI 002953 | | 01 06/30/2010 | 110-5030-421.60-05 | EXPENSE REIMBURSEMENT | 16.40 | |
| | | | | | VENDOR TOTAL * | 16.40 | |
| 0012572 1472-3 | SHERWIN-WILLIAMS CO - VILLA PARK 003399 | | 01 06/30/2010 | 510-6057-502.50-01 | PAINT DIGESTER GAS PIPE | 43.49 | |
| | | | | | VENDOR TOTAL * | 43.49 | |
| 0003198 0553102-IN | SIRCHIE FINGER PRINT LABS INC 003639 | | 01 06/30/2010 | 110-5030-421.40-98 | EVIDENCE SUPPLIES | 209.51 | |
| | | | | | VENDOR TOTAL * | 209.51 | |
| 0000022 33864 | SPRING RD BAKERY - JULIANNES 003487 | | 01 06/30/2010 | 510-6050-501.60-11 | CONFERENCE REFRESHMENTS | 22.80 | |
| | | | | | VENDOR TOTAL * | 22.80 | |
| 0008573 | SPRING ROAD BUSINESS ASSN | | | | | | |

BANK: 01

| 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 |
|---------------------------------|---|------------|-----------|--|--|--|---------------------------|----------------------------------|
| 0008573 05/10/2010 | SPRING ROAD BUSINESS ASSN 002914 | | 01 | 06/30/2010 | 110-0094-454.60-32 | 2010/11 COMMUNITY GRANT | 1,350.00 | |
| | | | | | | VENDOR TOTAL * | 1,350.00 | |
| 0018947 JUNE 2010 | STANKIEWICZ, DALE 003170 | | 01 | 06/30/2010 | 110-4020-422.60-11 | HONOR GUARD INSTRUCTOR | 800.00 | |
| | | | | | | VENDOR TOTAL * | 800.00 | |
| 0005466 15 290185 | STONE WHEEL CO 003343 | | 01 | 06/30/2010 | 110-6047-512.50-20 | TIRES/STOCK | 64.90 | |
| | | | | | | VENDOR TOTAL * | 64.90 | |
| 0008228 1729 1783 | SUBURBAN LABORATORIES INC 003627 003628 | | 01 | 06/30/2010 06/30/2010 | 510-6057-502.30-33 510-6057-502.30-33 | LAB TESTING LAB TESTING | 805.50 258.00 | |
| | | | | | | VENDOR TOTAL * | 1,063.50 | |
| 0002854 2189 2188 2195 | SUNRISE COMMUNICATIONS, INC 003177 003178 003246 | | 01 | 06/30/2010 06/30/2010 06/30/2010 | 110-0086-453.30-52 110-0086-453.30-52 110-0086-453.30-52 | DVD DUPLICATION DVD DUPLICATION COUNCIL MEETINGS/MAY | 45.00 163.00 590.00 | |
| | | | | | | VENDOR TOTAL * | 798.00 | |
| 0000512 35926 | SURE LUBRICANTS, INC 002946 | | 01 | 06/30/2010 | 510-6057-502.40-34 | OIL | 1,676.00 | |
| | | | | | | VENDOR TOTAL * | 1,676.00 | |
| 0009845 32620 | SYNAGRO CENTRAL 002967 | | 01 | 06/30/2010 | 510-6057-502.30-58 | SLUDGE HAULING/LAND APPLI | 3,035.20 | |
| | | | | | | VENDOR TOTAL * | 3,035.20 | |
| 0018698 3 | T MANNING CONCRETE 003522 | | 01 | 06/30/2010 | 530-0088-503.80-19 | PARKING IMPROVEMENTS | 843.94 | |
| | | | | | | VENDDR TOTAL * | 843.94 | |
| 0000520 1006472 1006454 | TELE PRINT 003613 003475 | | 01 | 06/30/2010 06/30/2010 | 110-6040-431.40-33 110-7060-451.60-65 | PRINTING SVCS PRINTING SVCS/FLYERS | 75.00 75.00 | |
| | | | | | | VENDOR TOTAL * | 150.00 | |
| 0000525 623135 | TERRACE SUPPLY CO 003438 | | 01 | 06/30/2010 | 110-6042-433.50-16 | SNOW PLOW PAINT SUPPLIES | 33.80 | |
| | | | | | | VENDOR TOTAL * | 33.80 | |
| 0000528 10-2047 10-2031 | THOMPSON ELEVATOR INSPECTION SVC 003311 003310 | | 01 | 06/30/2010 06/30/2010 | 110-6046-418.30-25 530-0088-503.50-14 | ELEVATOR INSPECTION ELEVATOR INSPECTION | 55.00 55.00 | |
| | | | | | | VENDOR TOTAL * | 110.00 | |
| 0009514 | TONE COMMANDER | | | | | | | |

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 |
|--------------------------|--|------------|--------------------------|--------------------|--------------------------|-----------------|---------------------------------|
| 0009514 50096 | TONE COMMANDER 003647 | | 01 06/30/2010 | 110-2008-413.50-24 | PHONE REPAIRS | 471.37 | |
| | | | | | VENDOR TOTAL * | 471.37 | |
| 0000533 66587 | TRAFFIC CONTROL & PROTECTION 002947 | | 01 06/30/2010 | 110-6041-432.40-52 | METRO WING BRACKET | 374.56 | |
| | | | | | VENDOR TOTAL * | 374.56 | |
| 0005044 | TRANSYSTEMS CORP | | | | | | |
| INV-0001884923 | 003611 | | 01 06/30/2010 | 110-6041-432.80-15 | PROF ENG SVCS | 17,359.27 | |
| INV-0001903545 | 003610 | | 01 06/30/2010 | 110-6048-513.80-25 | PROF ENG SVCS | 2,527.10 | |
| INV-0001903546 | 003625 | | 01 06/30/2010 | 110-6048-513.80-25 | PROF ENG SVCS | 1,506.19 | |
| | | | | | VENDOR TOTAL * | 21,392.56 | |
| 0000536 | TREE TOWNS REPROGRAPHICS, INC | | | | | | |
| 0000145067 | 003239 | | 01 06/30/2010 | 110-0083-443.60-57 | SVC AWARDS BROCHURE/2010 | 276.00 | |
| 0000146293 | 003442 | | 01 06/30/2010 | 110-7060-451.60-44 | EXHIBIT SUPPLIES | 129.85 | |
| 0000146426 | 003443 | | 01 06/30/2010 | 110-7060-451.60-44 | EXHIBIT SUPPLIES | 150.00 | |
| 0000146427 | 003444 | | 01 06/30/2010 | 110-7060-451.60-44 | EXHIBIT SUPPLIES | 36.25 | |
| 0000146367 | 003445 | | 01 06/30/2010 | 110-7060-451.60-44 | EXHIBIT SUPPLIES | 307.20 | |
| 0000146425 | 003446 | | 01 06/30/2010 | 110-7060-451.60-44 | EXHIBIT SUPPLIES | 604.12 | |
| 0000145764 | 003447 | | 01 06/30/2010 | 110-7060-451.60-44 | EXHIBIT SUPPLIES | 204.75 | |
| 0000145763 | 003448 | | 01 06/30/2010 | 110-7060-451.60-44 | EXHIBIT SUPPLIES | 9.90 | |
| 0000146697 | 003449 | | 01 06/30/2010 | 110-7060-451.60-44 | EXHIBIT SUPPLIES | 1,071.57 | |
| 0000146556 | 003450 | | 01 06/30/2010 | 110-7060-451.60-44 | EXHIBIT SUPPLIES | 398.40 | |
| | | | | | VENDOR TOTAL * | 3,188.04 | |
| 0000538 | TRI-STATE HYDRAULICS INC | | | | | | |
| 31643 | 003342 | | 01 06/30/2010 | 110-6047-512.40-53 | SHOP TOOLS | 260.41 | |
| | | | | | VENDOR TOTAL * | 260.41 | |
| 0001731 | TRIPLE A OVERHEAD DOOR, INC | | | | | | |
| 12817 | 003321 | | 01 06/30/2010 | 110-4020-422.50-01 | GARAGE DOOR OPENER | 58.85 | |
| | | | | | VENDOR TOTAL * | 58.85 | |
| 0004998 | TRUCCO MARTIN R & BERNADETTE C | | | | | | |
| 000025735 | UT | | 01 00/00/0000 | 510-0000-113.02-00 | UB CR REFUND | 27.50 | |
| | | | | | VENDOR TOTAL * | 27.50 | |
| 0018897 | U S FIRE PROTECTION IL, INC | | | | | | |
| 2 | 003524 | | 01 06/30/2010 | 530-0088-503.80-19 | PARKING IMPROVEMENTS | 9,450.00 | |
| | | | | | VENDOR TOTAL * | 9,450.00 | |
| 0015924 | U S PLUMBING & SEWER INC | | | | | | |
| 3 | 003523 | | 01 06/30/2010 | 530-0088-503.80-19 | PARKING IMPROVEMENTS | 33,300.00 | |
| | | | | | VENDOR TOTAL * | 33,300.00 | |
| 0007191 | UNITED STATES POSTAL SERVICE-METER | | | | | | |
| 6/23/10 | D03529 | | 01 06/25/2010 | 110-1001-411.30-49 | METER POSTAGE | CHECK #: 135640 | 1,000.00 |

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 |
|--------------------------|------------------------------------|------------|--------------------------|--------------------|---------------------------|-----------------|----------------------------------|
| 0007191 | UNITED STATES POSTAL SERVICE-METER | | | | | | |
| 6/23/10 | 003530 | | 01 06/25/2010 | 110-2006-413.30-49 | METER POSTAGE | CHECK #: 135640 | 350.00 |
| 6/23/10 | 003531 | | 01 06/25/2010 | 110-2007-413.30-49 | METER POSTAGE | CHECK #: 135640 | 250.00 |
| 6/23/10 | 003532 | | 01 06/25/2010 | 110-3015-414.30-49 | METER POSTAGE | CHECK #: 135640 | 250.00 |
| 6/23/10 | 003533 | | 01 06/25/2010 | 110-4020-422.30-49 | METER POSTAGE | CHECK #: 135640 | 250.00 |
| 6/23/10 | 003534 | | 01 06/25/2010 | 110-4025-424.30-49 | METER POSTAGE | CHECK #: 135640 | 250.00 |
| 6/23/10 | 003535 | | 01 06/25/2010 | 110-5030-421.30-49 | METER POSTAGE | CHECK #: 135640 | 750.00 |
| 6/23/10 | 003536 | | 01 06/25/2010 | 110-6040-431.30-49 | METER POSTAGE | CHECK #: 135640 | 750.00 |
| 6/23/10 | 003537 | | 01 06/25/2010 | 110-7060-451.30-49 | METER POSTAGE | CHECK #: 135640 | 250.00 |
| 6/23/10 | 003538 | | 01 06/25/2010 | 530-0088-503.30-49 | METER POSTAGE | CHECK #: 135640 | 900.00 |
| | | | | | VENDOR TOTAL * | .00 | 5,000.00 |
| 0005115 | UNIVERSAL TAXI DISPATCH, INC | | | | | | |
| 5937 | 003244 | | 01 06/30/2010 | 110-0083-443.60-49 | SENIOR CITIZEN TAXI SVC | 550.16 | |
| 5937 | 003245 | | 01 06/30/2010 | 110-0083-443.60-19 | DISABLED CITIZEN TAXI SVC | 56.40 | |
| 1203 | 003622 | | 01 06/30/2010 | 110-0083-443.60-49 | SENIOR CITIZEN TAXI SVC | 209.40 | |
| 1203 | 003623 | | 01 06/30/2010 | 110-0083-443.60-19 | DISABLED CITIZEN TAXI SVC | 8.20 | |
| | | | | | VENDOR TOTAL * | 824.16 | |
| 0000550 | URICK, EUGENIE | | | | | | |
| 06/01-06/16/10 | 002933 | | 01 06/30/2010 | 110-0086-453.30-52 | CATV PROF SVCS | 780.00 | |
| | | | | | VENDOR TOTAL * | 780.00 | |
| 0014788 | VERIZON WIRELESS | | | | | | |
| 2412774797 | 002903 | | 01 06/30/2010 | 110-2008-413.30-98 | MONTHLY PHONE | 1,505.37 | |
| | | | | | VENDOR TOTAL * | 1,505.37 | |
| 0014891 | VILLA PARK ACE | | | | | | |
| 217368/2 | 002945 | | 01 06/30/2010 | 510-6057-502.50-08 | PUMP REPAIR | 5.84 | |
| 217478/2 | 003488 | | 01 06/30/2010 | 510-6057-502.50-08 | TANK REPAIR | 33.23 | |
| 217527/2 | 003633 | | 01 06/30/2010 | 510-6057-502.50-01 | VALVE REPAIR | 71.93 | |
| 217532/2 | 003634 | | 01 06/30/2010 | 510-6057-502.50-01 | CHAIN REPLACEMENT | 71.82 | |
| | | | | | VENDOR TOTAL * | 182.82 | |
| 0000560 | VILLA PARK ELECTRICAL SUPPLY | | | | | | |
| 01743125 | 003643 | | 01 06/30/2010 | 110-2008-413.40-72 | DATA JACKS/WALL PLATE | 12.16 | |
| 01746973 | 003336 | | 01 06/30/2010 | 110-6041-432.40-62 | UNIFORM SUPPLIES | 29.50 | |
| 01746971 | 003337 | | 01 06/30/2010 | 110-6041-432.40-62 | UNIFORM SUPPLIES | 174.70 | |
| 01746596 | 003381 | | 01 06/30/2010 | 110-6044-435.40-98 | COM-ED POLE SVC REPAIR | 60.50 | |
| 01746163 | 003382 | | 01 06/30/2010 | 110-6044-435.40-98 | STOCK/REPL BALLAST | 77.92 | |
| 01747108 | 003383 | | 01 06/30/2010 | 110-6044-435.40-06 | STOCK CABLE & SCREWS | 118.26 | |
| 01747390 | 003384 | | 01 06/30/2010 | 110-6044-435.40-98 | PW A/C UNIT FUSE | 27.24 | |
| 01747304 | 003385 | | 01 06/30/2010 | 110-6044-435.40-98 | ELEC PLUG REPLACEMENTS | 31.90 | |
| 01744073 | 003338 | | 01 06/30/2010 | 510-6052-501.40-62 | UNIFORM SUPPLIES | 220.50 | |
| | | | | | VENDOR TOTAL * | 752.68 | |
| 0000561 | VILLA PARK MATERIAL CO INC | | | | | | |
| 87545 | 003386 | | 01 06/30/2010 | 110-6044-435.40-98 | SPRING/PRAIRIE LT POLE | 218.00 | |
| | | | | | VENDOR TOTAL * | 218.00 | |
| 0006095 | VITAL SIGNS USA 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 |
|--------------------------|--------------------------------------|------------|--------------------------|--------------------|---------------------------|-----------------|---------------------------------|
| 0006095 VS-78018 | VITAL SIGNS USA INC 003469 | | 01 06/30/2010 | 110-7060-451.60-65 | BANNER CHANGES | 25.00 | |
| | | | | | VENDOR TOTAL * | 25.00 | |
| 0015717 487569 | WENTWORTH TIRE-BENSENVILLE 003404 | | 01 06/30/2010 | 110-6047-512.50-20 | TIRE DISPOSAL | 10.50 | |
| | | | | | VENDOR TOTAL * | 10.50 | |
| 0000576 | WEST SUBURBAN OP, INC. | | | | | | |
| 102965 | 003173 | | 01 06/30/2010 | 110-4020-422.40-33 | BINDING SUPPLIES | 54.37 | |
| 102965.1 | 003174 | | 01 06/30/2010 | 110-4020-422.40-33 | BINDING SUPPLIES | 23.28 | |
| 102839 | 002956 | | 01 06/30/2010 | 110-5030-421.40-33 | PEN REFILLS | 1.69 | |
| 102791 | 002957 | | 01 06/30/2010 | 110-5030-421.40-33 | TAPE/MARKER/CORRECTION | 36.77 | |
| 102795 | 003316 | | 01 06/30/2010 | 110-6041-432.40-98 | CORRECTION TAPE | 7.98 | |
| 103098 | 003373 | | 01 06/30/2010 | 110-6044-435.40-98 | ALUMINUM PORTABLE DESKTOP | 38.00 | |
| 99165 | 003315 | | 01 06/30/2010 | 110-6046-418.40-33 | MARKERS | 7.44 | |
| 103228 | 003464 | | 01 06/30/2010 | 110-7060-451.40-33 | MARKERS | 9.92 | |
| 103229 | 003465 | | 01 06/30/2010 | 110-7060-451.40-33 | PAPER SUPPLIES | 12.49 | |
| 103235 | 003466 | | 01 06/30/2010 | 110-7060-451.60-65 | PAPER SUPPLIES | 10.87 | |
| 102920 | 003467 | | 01 06/30/2010 | 110-7060-451.60-44 | EXHIBIT SUPPLIES | 240.99 | |
| 102872 | 003468 | | 01 06/30/2010 | 110-7060-451.60-44 | EXHIBIT SUPPLIES | 59.96 | |
| | | | | | VENDOR TOTAL * | 503.76 | |
| 0004668 | WEST TOWN REFRIGERATION | | | | | | |
| 189487 | 003306 | | 01 06/30/2010 | 110-6046-418.50-01 | MOTOR REPLACEMENT | 1,487.71 | |
| 189477 | 003307 | | 01 06/30/2010 | 110-6046-418.50-01 | HVAC REPAIR | 822.79 | |
| | | | | | VENDOR TOTAL * | 2,310.50 | |
| 0007017 06/10/2010 | WESTERING, TIMOTHY 002951 | | 01 06/30/2010 | 110-5030-421.40-11 | EXPENSE REIMBURSEMENT | 148.48 | |
| | | | | | VENDOR TOTAL * | 148.48 | |
| 0008459 | WESTMONT INTERIOR SUPPLY HOUSE | | | | | | |
| W43718 | 003308 | | 01 06/30/2010 | 510-6057-502.50-01 | RETURNED MERCHANDISE | 86.40 | |
| W43614 | 003309 | | 01 06/30/2010 | 510-6057-502.50-01 | CEILING TILES | 228.48 | |
| | | | | | VENDOR TOTAL * | 142.08 | |
| 0004725 | WESTMORE SUPPLY CO | | | | | | |
| 62540 | 003617 | | 01 06/30/2010 | 510-6052-501.50-18 | DIESEL | 1,031.84 | |
| 62540 | 003618 | | 01 06/30/2010 | 510-6056-502.50-11 | DIESEL | 1,031.83 | |
| | | | | | VENDOR TOTAL * | 2,063.67 | |
| 0015020 | WHITE KNIGHT DETAIL | | | | | | |
| 296 | 003340 | | 01 06/30/2010 | 110-6047-512.50-02 | DETAILING SVCS/E-10 | 90.00 | |
| 325 | 003341 | | 01 06/30/2010 | 110-6047-512.50-02 | DETAILING SVCS/PD-21 | 90.00 | |
| | | | | | VENDOR TOTAL * | 180.00 | |
| 0018946 25170 | WOOD, PHILLIP S 003100 | | 01 06/30/2010 | 110-0000-316.00-00 | TRANSFER STAMP REFUND | 720.00 | |

PREPARED 06/28/2010, 13:34:01
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 06/30/2010 CHECK DATE: 07/08/2010
 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 |
|---------------------------|--|------------|--------------------------------|--|--|------------------|---------------------------------|
| 0018946 | WOOD, PHILLIP S | | | | | | |
| | | | | | VENDOR TOTAL * | 720.00 | |
| 0010931 297911 | WORLD FUEL SERVICES 002982 | | 01 06/30/2010 | 110-6047-512.40-19 | GASOLINE | 15,947.47 | |
| | | | | | VENDOR TOTAL * | 15,947.47 | |
| 0000585 208775-000 | ZIEBELL WATER SERVICE PRODUCTS 003007 | | 01 06/30/2010 | 510-6052-501.40-23 | 2010 HYDRANT REPLACEMENT | 36,686.00 | |
| | | | | | VENDOR TOTAL * | 36,686.00 | |
| 0009183 17624 17624 | 303 TAXI 002978 002979 | | 01 06/30/2010 01 06/30/2010 | 110-0083-443.60-49 110-0083-443.60-19 | SENIOR CITIZEN TAXI SVC DISABLED CITIZEN TAXI SVC | 2,534.05 6.60 | |
| | | | | | VENDOR TOTAL * | 2,540.65 | |
| | | | | | HAND ISSUED TOTAL *** | | 17,117.06 |
| | | | | | TOTAL EXPENDITURES **** | 2,244,623.88 | 17,117.06 |
| | | | | GRAND TOTAL ***** | | | 2,261,740.94 |



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

June 7, 2010

To: Members of the City Council

Re: Reappointment to the Elmhurst Heritage Foundation – Scott Smith and Margaret Pruter

With your advice and consent, I will reappoint Scott Smith and Margaret Pruter (see attached applications), as members of the Elmhurst Heritage Foundation for terms to expire October, 2012. They have served previously as members of the Elmhurst Heritage Foundation and the Elmhurst Historical Commission.

Respectfully yours,

Peter P. DiCianni III
Mayor

PPD/ds
Attachments

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06-17-10

07-01-10



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THOMAS P. BORCHERT
CITY MANAGER

June 29, 2010

TO: Mayor DiCianni and Members of the City Council
RE: Bid Results, 2010 Asphalt Rejuvenating Treatment Contract

In response to an invitation to bid for the City of Elmhurst 2010 Asphalt Rejuvenating Treatment Contract Project 10-03 advertised in the Elmhurst Independent on Wednesday, June 9, 2010, bids were received from one contractor. The bid package was complete.

Bids were opened at 10:00 a.m. on Tuesday, June 29, 2010 by the City Clerk. The following is a summary of the bids received:

| <u>Contractor</u> | <u>Bid Price</u> |
|---|------------------|
| Corrective Asphalt Materials, LLC (South Roxana, IL) | \$45,360.00 |

Respectfully submitted,

Patty Spencer
Patty Spencer
City Clerk

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THOMAS P. BORCHERT
CITY MANAGER

June 30, 2010

To: Mayor DiCianni and Members of the City Council

Re: Strategic Plan for Economic Development / Expansion of Economic Development Commission

The Elmhurst City Council unanimously approved, after the Development, Planning and Zoning Committee reviewed and recommended approval, the Strategic Plan for the City's economic development going forward. At the most recent Economic Development Commission meeting held June 25th, the Economic Development Commission reviewed next steps and, in that regard, expressed their unanimous support to move forward as quickly as possible with expanding the size of the Economic Development Commission from nine members to twelve members. As described in the Plan, the expansion of the Commission will allow further leveraging of the talents of the Elmhurst community towards improved and enhanced business retention, business attraction and economic development, planning and analysis.

It is therefore recommended that the Elmhurst City Council forward this matter to the Development, Planning and Zoning Committee for their review, evaluation and subsequent recommendation.

Respectfully submitted,

Thomas P. Borchert
City Manager

/pd

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CITY MANAGER

June 28, 2010

TO: Mayor DiCianni and Members of the City Council

RE: **Levee Maintenance Improvements Project Additional Work**

The Public Works and Buildings Committee met on Monday, June 28, 2010 to review the request for extra work by V3 Construction Group of Woodridge, IL 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 and a final levee certification report to FEMA.

The project includes 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.

The extra work request is to replace a geomembrane and sand column along 1000 ft of the levee in areas where the levee will be raised or removed for undercut of undesirable soils. The membrane system was anticipated to be only in the section at Scott Street due to uniqueness of the original design from the changes to the creek location at Route 83 near Scott Street. However, as tree removal operations continued, the membrane was found to be throughout the length of the earthen berm. The membrane acts as stabilizer equalizing the groundwater/surface water between dry (landside) and wet (creek side) soils, preventing sloughing. Engineering Resource Associates ERA, the City's consultant for certifying the levee, states that the membrane needs to be replaced for certification and that the additional costs are reasonable (attachment A) The additional cost to construct the membrane system from V3 Construction is approximately \$32,750.00.

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cc: P.W. and
Bldg. Comm.

Mayor JPB
Korb Hughes
6-24-10

Page 2

TO: Mayor DiCianni and Members of the City Council

RE: **Levee Maintenance Improvements Project Additional Work**

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.

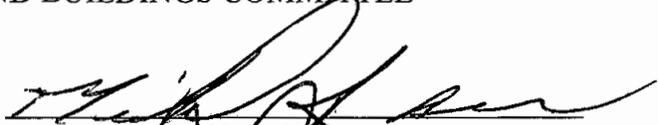
It is, therefore, the recommendation of the Public Works and Buildings Committee that the extra work request from V3 to construct the membrane system to allow for the certification of the Elmhurst levee be accepted.

Respectfully Submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE



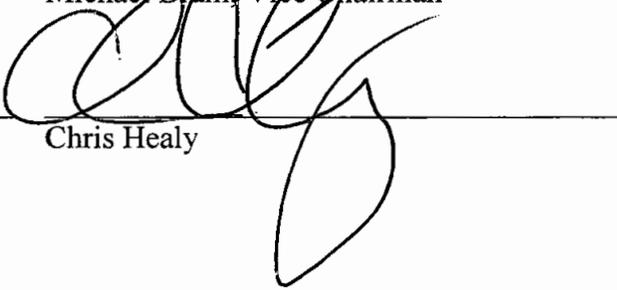
Jim Kennedy, Chairman



Michael Bram, Vice Chairman



Pat Shea



Chris Healy



CITY OF ELMHURST

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THOMAS P. BORCHERT
CITY MANAGER

June 28, 2010

To: Mayor DiCianni and Members of the City Council

RE: Jackson and Adams Streets – West of Spring Rd.
Yield Sign Request

The Public Affairs and Safety Committee met on June 28, 2010 to discuss the status of the above referenced request for Stop Signs or Yield Signs on several uncontrolled intersections along Adams and Jackson Streets, west of Spring Road.

In response to a resident request, the City's traffic consultant, Brent Coulter of Coulter Transportation Consulting, reviewed the five uncontrolled intersections along Adams and Jackson Streets, west of Spring Road. Based on sight distance criteria set forth in the technical paper, "Proposed Warrants for Low Volume Intersection Traffic Control", yield signs are warranted at each intersection.

In accordance with Mr. Coulter's findings, staff recommends yield signs be installed at the following locations:

- Adams Street and Hawthorne Avenue (east-west yields)
- Adams Street and Fairfield Avenue (north-south yields)
- Jackson Street and Hawthorne Avenue (north-south yields)
- Jackson Street and Fairfield Avenue (east-west yields)
- Jackson Street and Hillside Avenue (north-south yields)

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 install yield signs at the above listed intersections.

Respectfully submitted,
Public Affairs and Safety Committee

Patrick Wagner, Chairman

**PUBLIC AFFAIRS &
SAFETY COMMITTEE**

Mayor TPB
Kopp Newsaver
Atty Spencer
6-24-10

Chris Nybo, Vice Chairman

Paula Pezza

agenda/pa&s/2010 reports/Jackson & Adams Streets Yield Sign Request

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THOMAS P. BORCHERT
CITY MANAGER

To: Mayor DiCianni and Members of the City Council
From: Thomas P. Borchert, City Manager
Date: June 28, 2010
Re: Emergency Expenditure Authority, Contract Services for June 2010 Storm Cleanup Use of Contingency Account

In accordance with Elmhurst Municipal Code Chapter 3, Section 3.02, 16(d), your authorization is requested to allow for the contracting of Allied Waste (and in accordance to their City Council approved proposal for waste services for the City of Elmhurst) for equipment and personnel to assist in the pickup of June 2010 storm-related debris. Contract services with Allied are anticipated to be in excess of \$20,000.

In addition, per Elmhurst Municipal Code Chapter 3, Section 3.19(g), your approval is requested to charge emergency cleanup expenditures to contingency account # 110-0085-417-60-12.

/pd
Attachment

APPROVALS:

Peter P. DiCianni III, Mayor

FINANCE, COUNCIL AFFAIRS AND ADMINISTRATIVE SERVICES COMMITTEE

Stephen W. Hipskind, Chairman

Mark A. Mulliner

Kevin L. York, Vice Chairman

Diane Gutenkauf

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16. To perform those powers and duties as set out under Section 3.19 herein.

(d) Emergency Purchases; Exception. Whenever, in the judgment of the City Manager, exigency shall require the making of any purchase of material or supplies for a price in excess of twenty thousand dollars (\$20,000.00) but less than thirty thousand dollars (\$30,000.00), prior to the next regular meeting of the Council, the City Manager, with the written approval of the Mayor and the Finance Committee of the Council, may make such purchase without waiting for formal approval of the specific purchase by the Council as a whole; provided that such purchase shall not violate any relevant statutory requirement as to solicitation of bids.

(g) Funds for Contingency Purposes. The annual budget may contain money set aside for contingency purposes not to exceed one percentum of the total budget, less the amount set aside for contingency purposes, which monies may be expended for

contingencies upon a majority vote of the corporate authorities then holding office.

O-23-2010

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A SALES TAX
REBATE AGREEMENT BETWEEN THE CITY OF ELMHURST AND LUCKY
MOTORS, INC.**

WHEREAS, the City of Elmhurst (hereinafter the "City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the City, as a home rule unit, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to legislate for the protection of the public health, safety, morals, and welfare; and

WHEREAS, Lucky Motors, Inc., an Illinois corporation (hereinafter the "Company") and the City of Elmhurst desire to enter into a Sales Tax Rebate Agreement in substantially the same terms as those attached hereto as Exhibit A and made a part hereof (hereinafter the "Agreement") in connection with the development (hereinafter the "Development") of the parcel of real estate commonly known as 817 N. Church Road, Elmhurst, Illinois (hereinafter the "Property"), as a commercial internet automobile dealership and storage facility; and

WHEREAS, the City has reviewed the supporting documents submitted by the Company; it has also considered the oral presentation made on behalf of the Company before the Committee of the Whole; it has taken into account its own knowledge and information related to the Property, the Company, and the surrounding businesses; and based thereon the City finds as follows:

1. That the Property has remained less than significantly unoccupied

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or underutilized for a period of at least one year; and

2. That the Development will serve to further the development of adjacent areas; and

3. The current zoning of the Property is in compliance with the Comprehensive Land Use Plan of the City; and

4. The Development is expected to create and/or retain job opportunities within the City; and

5. The Company meets high standards of creditworthiness and financial strength; and

6. The Development will strengthen the commercial sector of the City; and

7. The Development will preserve and enhance the real property tax base of the City; and

8. The Development will enhance the tax base of the City; and

9. The Development will create a level of Sales Tax Revenue, as defined in Section 2 of the attached Exhibit A, otherwise not generally realized by a single use within the commercial sector of the City; and

10. This Agreement is in the best interests of the City; and

11. The Development is necessary to retain vital commercial strength in the City; and

12. The Development is necessary to forestall economic stagnation in certain commercial areas of the City; and

13. Absent this Agreement, the Development would not be

economically feasible; and

14. The Development substantially and materially satisfies the criteria set forth in Section 8-11-20 and 8-11-21 of the Illinois Municipal Code, as amended (65 ILCS 5/8-11-20 and 65 ILCS 5/8-11-21).

WHEREAS, the Mayor and City Council of the City have determined that it is in the best interests of the general welfare, safety and health of the residents of the City to enter into the Agreement as attached hereto as Exhibit A.

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 recitals are adopted as the findings of the corporate authorities of the City of Elmhurst and said findings are incorporated herein as if fully restated.

Section 2. That the Mayor is directed to execute and the City Clerk directed to attest the Sales Tax Rebate Agreement substantially in the form attached hereto and made a part hereof as Exhibit A, with such changes therein as shall be approved by the City Attorneys and City officials executing the same.

[REST OF PAGE LEFT INTENTIONALLY BLANK]

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

ADOPTED this ____ day of July, 2010, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of July, 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 July, 2010.

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

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance Authorizing the Execution of a Sales Tax Rebate Agreement between the City of Elmhurst and Lucky Motors, Inc.

ORIGINATOR: Finance, Council Affairs, and Administrative Services Committee,
City Manager, City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendations of the Finance, Council Affairs, and Administrative Services Committee, attached for Council consideration is an ordinance granting approval and authorization to execute the Sales Tax Rebate Agreement (the "Agreement") by and between the City of Elmhurst and Lucky Motors, Inc. The Agreement rebates a portion of the sales tax revenue generated by the proposed business of Lucky Motors, Inc. to Lucky Motors, Inc. to assist in the offset of development related costs at its new location. The Agreement has been reviewed by the Finance, Council Affairs, and Administrative Services Committee, the City Manager and the City Attorney, and the terms of the Agreement meet the City's requirements and standards for sales tax rebate and incentive agreements that the City has entered into in the past.

EXHIBIT A

**SALES TAX REBATE AGREEMENT BETWEEN
THE CITY OF ELMHURST AND LUCKY MOTORS, INC.**

SALES TAX REBATE AGREEMENT

Between the

CITY OF ELMHURST, ILLINOIS

And

LUCKY MOTORS, INC.

SALES TAX REBATE AGREEMENT

THIS SALES TAX REBATE AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 2010 (the "Effective Date"), by and between the CITY OF ELMHURST, an Illinois municipal corporation (the "City"), and LUCKY MOTORS, INC., an Illinois Corporation (the "Company").

RECITALS:

WHEREAS, there exists a parcel of real estate of approximately 1.5 acres in the City of Elmhurst that is located at 817 N. Church Road, Elmhurst, Illinois (the "Property") and is improved with a 27,000 square foot commercial building; and

WHEREAS, the Company currently intends to develop the Property with a commercial internet automobile dealership (the "Development"); and

WHEREAS, the Property has been vacant for three (3) years and absent this Agreement, the Development of the Property would not be economically feasible; and

WHEREAS, the City has reviewed the supporting documents submitted by the Company; it has also considered the oral presentation made on behalf of the Company before the Finance, Council Affairs and Administrative Services Committee; it has taken into account its own knowledge and information related to the Property, the Company, and the surrounding businesses; and based thereon the City finds as follows:

1. That the Property has remained less than significantly unoccupied or underutilized for a period of at least one year; and
2. That the Development will serve to further the development of adjacent areas; and
3. The current zoning of the Property is in compliance with the Comprehensive Land Use Plan of the City; and
4. The Development is expected to create and/or retain job opportunities within the City; and
5. The Company meets high standards of creditworthiness and financial strength; and
6. The Development will strengthen the commercial sector of the City; and
7. The Development will preserve and enhance the real property tax base of the City; and
8. The Development will enhance the tax base of the City; and
9. The Development will create a level of Sales Tax Revenue, as defined in Section 2,

infra, otherwise not generally realized by a single use within the commercial sector of the City; and

10. This Agreement is made in the best interests of the City; and
11. The Development is necessary to retain vital commercial strength in the City; and
12. The Development is necessary to forestall economic stagnation in certain commercial areas of the City; and
13. Absent this Agreement, the Development would not be economically feasible; and
14. The Development substantially and materially satisfies the criteria set forth in Section 8-11-20 and 8-11-21 of the Illinois Municipal Code, as amended (65 ILCS 5/8-11-20 and 65 ILCS 5/8-11-21).

AGREEMENTS:

NOW, THEREFORE, in consideration of the Recitals, the covenants, terms and conditions hereinafter set forth and other valuable consideration, the receipt and sufficiency of which are acknowledged, it is mutually agreed by the parties hereto as follows:

1. Recitals

The parties hereby agree that the Recitals set forth hereinabove are incorporated herein by reference, as if fully set forth herein.

2. Definitions

A. For purposes of this Agreement, the terms "Sales Tax" or "Sales Tax Revenue" shall mean any and all retailer occupation taxes which the City is able to verify by reference to the documents described in Section 4, *infra*, hereinafter being assessed, accruing, or arising as a result of the Company's sale of, or internet sale of, motor vehicles located and stored at the Property and received by the City from the State of Illinois or other such government agency or body created as aforesaid.

B. For the purposes of this Agreement, "Revenue Year" shall mean each twelve month period commencing January 1 and ending December 31 of each calendar year.

3. Economic Incentives

A. It is understood that the parties and declared by the City that the Development and subsequent operation of the internet and commercial automobile dealership by the Company will generate a substantial level of Sales

Tax Revenue not ordinarily realized by a business use. The Company represents, warrants and covenants that the Company will comply in all respects with Retailers Occupation Tax Act, as amended (35 ILCS 120/1 *et seq.* (2008)).

B. The Term of this Agreement shall commence as of the date of execution of the Agreement and shall expire ten (10) years from the date upon which the Company is issued a certificate of occupancy ("Certificate of Occupancy") to commence its business operations, subject to extension as provided in Section 6, *supra* (the "Expiration Date").

C. Sales Tax Rebate

- (1) The City shall rebate a portion of the Sales Tax Revenue on an annual basis, with payment due within ninety (90) days after the last day of the Revenue Year. The City shall provide the Company with a report of all Sales Tax Revenue generated by the Company and actually received by the City for the corresponding Revenue Year, together with payment of the pro rata share of the Sales Tax Revenue then due and owed the Company pursuant to the terms of this Agreement. If, for any reason, the State of Illinois fails to distribute the Sales Tax Revenue to the City in sufficient time for the City to make such annual payments or reports, the City shall provide notice of such fact to the Company. In that event, the City shall make the above referenced report and pay the pro rata share of the Sales Tax Revenue to the Company within ninety (90) days after the date on which the City actually receives the Sales Tax Revenue due the City attributable to the Company by virtue of the Development for the applicable, annual payment period.
- (2) The amount rebated to the Company shall be fifty (50%) percent of the amount of Sales Tax Revenue generated by the Company and received by the City as further limited herein. The amount rebated to the Company shall not exceed Fifty Thousand Dollars (\$50,000.00) (the "Annual Rebate Limit") for any single Revenue Year. The total amounts rebated to the Company shall not exceed Five Hundred Thousand Dollars (\$500,000.00) (the "Aggregate Rebate Limit") during the entire term of this Agreement. In the event that the amount of Sales Tax Revenue rebated to the Company in a single Revenue Year is less than the Annual Rebate Limit, the Aggregate Rebate Limit shall be reduced by the amount of the difference between the amount of the rebate made to the Company during the corresponding Revenue Year and the Annual Rebate Limit.

4. Sales Tax Reports

A. Concurrent with the filing of any and all reports with the Illinois Department of Revenue or any successor agency, the Company shall furnish or cause to be furnished to the City copies of any and all sales tax returns, sales tax reports, amendments, proof of payment or any other sales tax information filed with the State of Illinois or other applicable governmental entity by the Company. Such documents shall be sent to the attention of the City Manager of the City. To the extent permitted by law, the City shall maintain the confidentiality of the information contained in such reports. In addition, prior to any payments to the Company pursuant to this Agreement, the Company shall provide, or cause to be provided to, the State of Illinois with properly executed authorizations granting the City the right to access the sales tax records of the Company. The Company acknowledges and agrees that the provisions of this Agreement shall be a matter of public record, as shall any and all payments made by the City to the Company pursuant to this Agreement. The Company further covenants and agrees that upon the request of the City, the Company shall furnish or cause to be furnished such consents or waivers as may reasonably be required by the Illinois Department of Revenue, including but not limited to, a Consent to Disclosure Statement in form and content satisfactory to the State and the City, in order to release the above-described sales tax information to the City. The Company agrees and acknowledges that any disbursements of the City made pursuant to this Agreement can only be made from and to the extent of the data submitted to the State of Illinois in accordance with this Section.

B. In the event that any returns or documentation from the Illinois Department of Revenue are delayed, then the City may request and the Company shall furnish the City with executed copies of the monthly returns filed with the Illinois Department of Revenue for the operations of the Company at the Property. Whenever the City deems it necessary to the fulfillment of this Agreement, the City shall have the right to conduct an audit of the books and records of the sales, returns and payments of Sales Tax relating to the operation of the Company at the Property, upon the giving to the Company reasonable notice, at reasonable times and at City expense.

5. Reimbursement Mechanism

The City shall remit in full to the Company, or its designee, the pro rata share of the Sales Tax Revenue to which the Company is entitled as determined in Section 3(c), *supra*. The City shall be liable to the Company for disbursement of monies hereunder only to the extent of the Sales Tax Revenue generated by the Company by virtue of the Development and actually received by the City from the Illinois Department of Revenue or other applicable governmental agency or body. Any payments due the Company pursuant to this Agreement shall be reduced by an amount equal to all collection fees imposed upon the City by the State of Illinois or the Illinois Department of Revenue or other applicable governmental agency or body, for collection of Sales Tax Revenue generated by the Development.

6. Casualty/Extension of Term

If the Company's retail operations on the Property cease due to casualty or force majeure, then, in each case, provided the conditions set forth in Section 13 hereof have been satisfied, the term of this Agreement shall be automatically extended for a period equal to the period commencing on the date of said casualty, or the date said force majeure commences (as applicable), through the date of final completion of the reconstruction of said improvements, or the date of cessation of said force majeure (if applicable), and the City's payment obligations hereunder shall, with respect to the Sales Tax arising or accruing during said extended term, continue for said period.

7. Mutual Assistance

The Company and the City agree to do all things practicable and reasonable to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out its terms; provided, however that no party will be obligated to incur or assume any liability or cost not otherwise expressly provided for herein.

8. Default Remedies

Except as otherwise provided in this Agreement, in the event of any default or breach of this Agreement or any terms or conditions by any party hereto, such party shall, upon written notice from the non-defaulting party, proceed promptly to cure or remedy such default or breach within sixty (60) days after receipt of such notice. If any such default is incapable of being cured within said sixty (60) day period, and the defaulting party commences to cure the default within said sixty (60) day period and proceeds with due diligence, then such party shall not be deemed in default under this Agreement. If the defaulting party has not commenced to cure the default within the sixty (60) day period, notice will be sent to the defaulting party and they shall be granted another sixty (60) day period in which to cure the default. If the defaulting party commences to cure the default within the second sixty (60) day period and proceeds with due diligence, then such party shall not be deemed in default under this Agreement. In case any action hereunder is not taken or not diligently pursued or the default or breach shall not be cured within the above periods, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, an action to restrain any such default or breach of its obligations, an action to compel specific performance by the party in default or breach of its obligations, an action to recover damages against any party liable pursuant to the provisions hereof, or any other action at law or in equity and shall have the right to recover all costs and expenses. Except as otherwise set forth in this Agreement, the rights and remedies of the parties to this Agreement, whether provided by law or this Agreement, shall be cumulative and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it at the same time or different times of any other remedies for the same default or breach by any other party. Any delay by any party in instituting or prosecuting any actions or proceedings or asserting its rights under this Agreement shall not operate as a waiver of such rights in any way; it being the intent of this provision that such party should not be constrained so as to avoid the risk of being deprived of or limited in the

exercise of the remedies provided in this Agreement because of the default involved. No waiver made by any party with respect to any specific default by any other party under this Agreement shall be construed as a waiver of rights with respect to any other default by the defaulting party under this Agreement or with respect to the particular default except to the extent specifically waived in writing.

9. Entire Agreement

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Company and the City relative to the subject matter hereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than those herein set forth.

10. Survival of Terms, Binding upon Successors

The covenants, terms, conditions, representations, warranties, agreements and undertakings set forth in this Agreement (and specifically including, without limitation, those covenants, terms, conditions, representations, warranties, agreements and undertakings which survive the termination of this Agreement) shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, lessees and legal representatives.

11. Governing Law

The validity, meaning the effect of this Agreement shall be determined in accordance with the laws and ordinances of the State of Illinois and the City of Elmhurst.

12. Supplemental Agreements

The parties agree to cooperate in order to execute such supplemental agreements, memoranda and similar documents as may reasonably be deemed necessary to implement the terms of this Agreement.

13. Force Majeure

Performance by any party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes or lack of transportation. An extension of time for any such cause shall be for the period of the delay, which period shall commence to run from the time of the commencement of the cause, provided that written notice by the party claiming such extension is sent to the other party not more than twenty (20) days after the commencement of the cause or not more than twenty (20) days after the party claiming such extension could have first reasonably recognized the commencement of the cause, whichever is later.

14. Notices

Any notice, request, demand or other communication made in connection with this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery, if delivered to the persons identified below in person, by courier service or by facsimile copy (with original copy mailed the same day in accordance with the provisions of this Paragraph), or five (5) business days after mailing if mailed by certified mail, postage prepaid, return receipt requested, addressed as follows:

- If to the City: City of Elmhurst
 200 North York Street
 Elmhurst, IL 60126-2759
 ATTN: City Manager
- With a copy to: Donald J. Storino, Esq.
 Storino, Ramello & Durkin
 9501 W. Devon
 Suite 800
 Rosemont, IL 60018
- If to Company: Christopher W. Wright
 Lucky Motors, Inc.
 705 North Michigan Street
 Elmhurst, IL 60126
- With a copy to: Anthony Romano
 1340 Medinah Drive
 Itasca, IL 60143

15. Severability

If any provision, condition, covenant or other clause, sentence or phrase of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised and the invalidity thereof shall not affect any other provision, condition, covenant or other clause, sentence or phrase contained herein. Notwithstanding the foregoing, if any such invalid provision goes to the essence of this Agreement so that the purposes of the Agreement cannot be fulfilled, then this Agreement shall terminate as of the date of such judgment.

16. City Approval

This Agreement is subject to the approval of the City Council of the City of Elmhurst. A certified copy of the ordinance (or other City action) approving the terms and conditions of this Agreement and authorizing and directing the City to execute this Agreement on behalf of the City, certified by the City Clerk, shall be provided to the Company.

17. Amendments

This Agreement may be amended from time to time only by written agreement between the parties hereto.

18. Representations, Warranties and Covenants

A. The Company represents warrants and covenants, as of the date of this Agreement, as follows:

- (1) The Company is an Illinois Corporation duly organized, validly existing, qualified to do business in Illinois;
- (2) The Company has the right, power and authority to enter into, execute, deliver and perform this Agreement;
- (3) The execution, delivery and performance of this Agreement by the Company has been duly authorized by all necessary corporate action, and does not and will not violate its Articles of Incorporation or by-laws as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any third-party consent under any agreement, instrument or documents to which the Company is a party or by which the Company is now or may become bound;
- (4) The Company warrants and represents that no Sales Tax Revenue from transactions occurring at the Property would have, absent this Agreement, been paid to another unit of local government in which the Company maintains a retail location from which the tangible personal property is delivered to purchasers, or a warehouse from which the tangible personal property is delivered to purchasers.

B. The City of Elmhurst, an Illinois municipal corporation, represents, warrants and covenants, as of the date of this Agreement and throughout the term of this Agreement, as follows:

- (1) The City has the right, power and authority to enter into, execute, deliver and perform this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement.
- (2) The individuals executing this Agreement on behalf of the City have the power and authority to execute and deliver the Agreement on behalf of the City.

- (3) The execution, delivery and performance of this Agreement (i) is not prohibited by any requirement of law or under any contractual obligation of the City; (ii) will not result in the breach or default under any agreement to which the City is a party or to which the City in whole or in part is bound; and (iii) will not violate any restriction, court order, or agreement to which the City is subject.

19. Third Parties

Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the City and the Company, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the City or the Company, nor shall any provision give any third parties any rights of subrogation or action over or against either the City or the Company. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

20. Permitted Successors and Assigns

City and Company recognize and agree that one or more of Company's affiliates may undertake operations upon the Property and this Agreement shall be fully applicable to said affiliates as if they were original parties to this Agreement. It is also recognized and agreed that one or more of said affiliates may become a successor in interest to Company, or either of them, or that Company may wish to assign all or part of this Agreement to a third-party upon the sale of substantially all of Company's assets, including the right to conduct internet automobile sales, or sales and service of motor vehicles, in the future at the Property. Said succession and/or assignment shall be permitted under this Agreement only with the prior written approval of the City and this Agreement shall remain effective as to such successor or assign as long as the successor or assignee continues to operate an internet automobile sales dealership at the Property, provided that any such assignment shall require the assignee to assume all obligations of the Company, as set forth in this Agreement. Notwithstanding anything to the foregoing, the Company shall have no right to assign this Agreement, or any portion hereof, to any third party.

21. City Recoupment

If Company relocates its operations to a location outside of the City during the Term of this Agreement, Company shall repay to City the amount of Sales Tax Revenue rebated to Company up to the date of such relocation, as follows:

- 100% if relocation within five (5) years of this Agreement;
- 50% if relocation within the sixth (6th) year;
- 40% if relocation within the seventh (7th) year;
- 30% if relocation within the eighth (8th) year;
- 20% if relocation within the ninth (9th) year;
- 10% if relocation within the tenth (10th) year.

22. Indemnification

In the event a claim is made against the City, its officers, officials, agents and employees or any of them, or if the City, its officers, officials, agents and employees or any of them, is made a party-defendant in any proceeding arising out of or in connection with: (1) this Agreement, (2) the operation of the Company at the Property, (3) in connection with the Development, or (4) a claim made by any entity under 65 ILCS 5/8-11-21 of the Illinois Municipal Code, the Company shall defend and hold the City, its officers, officials, agents and employees harmless from all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorneys' fees. The City and its officers, officials, agents and employees shall have the right to retain independent counsel should it choose to defend any action resulting from this Agreement or the operation of the Company at the Property. In such event, the Company shall reimburse the City for all legal expenses incurred in connection with such defense. The City and its officers, officials, agents and employees shall cooperate in the defense of such proceedings and be available for any litigation-related appearances which may be required. Further, the Company shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, with the prior approval or consent of the City, its officers, agents and employees as the case may be, provided the City shall not be required to contribute to such settlement. It is expressly agreed that the terms of this Section 22 shall survive the expiration or termination of this Agreement.

23. Limited Liability of Corporate Authorities

The parties hereto acknowledge and agree that the individuals who are members of the group constituting the corporate authorities of the City are entering into this Agreement in their corporate capacities as members of such group and shall have no personal liability in their individual capacities.

[REST OF PAGE LEFT INTENTIONALLY BLANK]

24. Designation of Payee

Within thirty (30) days of the date of this Agreement, Company shall designate in writing the location and recipient ("Designated Payee") of payments made by the City pursuant to this Agreement. In the event Company does not notify the City of the Designated Payee, payments made by the City pursuant to this Agreement shall be made to Company at the address set forth in Section 14, *supra*. Company shall provide the City with thirty (30) days written notice of a change in the Designated Payee. The City is not responsible or liable for payments delivered to an incorrect Designated Payee.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the year and date first above written.

CITY OF ELMHURST
An Illinois municipal corporation

LUCKY MOTORS, INC.
An Illinois corporation

By: _____
Mayor

By: _____
Its: _____

ATTEST:

ATTEST:

City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Peter P. DiCianni, personally known to me to be the Mayor of the City of Elmhurst, Cook County, Illinois, and Patty Spencer, personally known to me to be the Clerk of the City of Elmhurst, Cook County, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and Clerk of said City of Elmhurst, caused the corporate seal of said corporation to be affixed thereto, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____, 2010.

NOTARY PUBLIC

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that _____, personally known to me to be the duly authorized
representative of Lucky Motors, Inc., and _____, personally known to me to be
the _____ of Lucky Motors, Inc., and personally known to me to be the same persons
whose names are subscribed to the foregoing instrument, appeared before me this day in person
and severally acknowledged that as such representative and _____ of said Lucky
Motors, Inc., caused the Company seal of said company to be affixed thereto, as their free and
voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and
purposes therein set forth.

Given under my hand and seal this _____ day of _____, 2010.

NOTARY PUBLIC

AN ORDINANCE AMENDING SECTION 36.11, ENTITLED "LIMITATION ON NUMBER OF LICENSES," OF ARTICLE II, ENTITLED "RETAIL LICENSES," OF CHAPTER 36, ENTITLED "LIQUOR," OF THE MUNICIPAL CODE OF ORDINANCES OF THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS (PINTS)

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 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 finds that it is necessary, desirable, proper and in the best interest of the City to amend 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 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. The foregoing recitals are hereby adopted as the findings of the corporate authorities of the City of Elmhurst and incorporated herein by specific reference.

Section 2. 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 amending the number of available Class "RL" licenses as follows:

"The number of Class "RL" liquor licenses shall not exceed thirteen (13)."

Section 3. The remaining provisions of Section 36.11 shall remain in full force and effect and unamended by this Ordinance.

Section 4. 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 Section 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 36.11 entitled “Limitation on Number of Licenses” to increase the number of “RL” liquor licenses from twelve (12) to thirteen (13) to provide for the issuance of a Class “RL” liquor license to Pints Sports Bar and Restaurant.

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

ZO-14-2010

**AN ORDINANCE APPROVING TEXT AMENDMENTS
TO THE CITY OF ELMHURST ZONING ORDINANCE**

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; and

WHEREAS, a public hearing to consider various text amendments to said Zoning Ordinance had been conducted by the City Zoning and Planning Commission ("Commission") on May 13, 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, has filed its findings and recommendations with the Development, Planning and Zoning committee ("DPZ") of the City, pursuant to its report dated May 24, 2010, recommending approval of the text amendments described herein; and

WHEREAS, the DPZ, after reviewing and considering the Commission findings, minutes and report, on June 14, 2010, recommended approval of the text amendments described herein, pursuant to its report, dated June 16, 2010; 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 4.2-3b, entitled “Mobile Homes (House Trailers),” of Section 4.2, entitled “Regulations for Special Uses,” of Chapter 4, entitled “General Provisions,” of the Zoning Ordinance of the City, as amended, is further amended by amending the first full sentence to provide as follows (new language in *italics*):

A mobile home *and temporary tents and membrane structures* shall not be considered to be permissible as an accessory building.

(B) Section 4.2-7, entitled “Above-Ground Fuel Tanks Prohibited,” of Section 4.2, entitled “Regulations for Specific Uses,” of Chapter 4, entitled “General Provisions,” of the Zoning Ordinance of the City, as amended, is further amended by deleting the entire subsection 4.2-7.

(C) Part A 4c of Section 7.4, entitled “Yard Requirements and Open Space,” of Part A, entitled “General Requirements,” of Chapter 7, entitled “Conservation and Residence Districts,” of the Zoning Ordinance of the City, as amended, is further amended by amending the last full sentence to provide as follows (new language in *italics*):

Open, unenclosed *one-story* front porches that do not exceed an encroachment into the established average front yard setback of more than six (6) feet of that average setback shall be permitted provided, however, that the encroachment cannot exceed the required setback of the district in which it is located.

(D) Section 10.2-1f, entitled “Access,” of Section 10.2-1, entitled “General Requirements,” of Section 10.2, entitled “Off-Street Parking,” of Chapter 10, entitled “Off-Street Parking and Loading Requirements,” of the Zoning Ordinance of the City, as amended, is further amended by amending the first full sentence to provide as follows (new language in *italics*):

Except on *single-family* residential lots, each off-street parking space shall open directly upon an aisle or driveway at least 12 feet wide or such additional width and design as to provide safe and efficient means of vehicular access to such parking space.

(E) Section 10.2-2, entitled “Specific Requirements,” of Section 10.2, entitled “Off-Street Parking,” of Chapter 10, entitled “Off-Street Parking and Loading Requirements,” of the Zoning Ordinance of the City, as amended, is further amended by amending the second full sentence to provide as follows (new language in *italics* and remove language stricken):

Off-street parking spaces shall be provided in accordance with the specific Parking Classes as hereinafter set forth in the Off-Street Parking Table (Parking Classes) except within the ~~Central Business District~~ *C1, C4 and C4A Districts*.

(F) Parking Class No. 9(iii) of Table I, entitled “Off-Street Parking (Parking Classes)” of Chapter 10, entitled “Off-Street Parking and Loading Requirements,” of the Zoning Ordinance of the City, as amended, is further amended by amending to provide as follows (new language in *italics*):

Repair, rental and servicing of any item, the retail sale of which is permitted in the *C1, C2, C3, C4 and C4A Districts*.

(G) Section 11.6(l)c, entitled “Other Districts,” of Section 11.6(l), entitled “Real Estate Signs,” of Section 11.6, entitled “Signs Permitted in Any District Without a Permit or Fee,” of Chapter 11, entitled “Signs,” of the Zoning Ordinance of the City, as amended, is further amended by amending to provide as follows (new language in *italics*):

No such sign shall be higher than ~~four (4)~~ *six (6)* feet above grade nor closer to any lot line than *six (6)* feet.

(H) Section 13.2, entitled "Definitions," of Chapter 13 of the Zoning Ordinance of the City, as amended, is further amended by inserting the following definition thereto in alphabetical order:

Temporary Structures – The following words and terms shall have the meaning shown herein:

Air-Inflated Structure – A building where the shape of the structure is maintained by air pressurization of cells or tubes to form a barrel vault over the usable area. Occupants of such a structure do not occupy the pressurized areas used to support the structure.

Air-Supported Structure – A structure wherein the shape of the structure is attained by air pressure and occupants of the structure are within the elevated pressure area.

Membrane Structure – An air-inflated, air-supported, cable or frame-covered structure as defined by the International Building Code and not otherwise defined as a tent.

Tent – A structure, enclosure or shelter, with or without side-walls or drops, constructed of fabric or pliable material supported by any manner except by air or the contents that it protects.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

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 various City-requested Zoning Ordinance, Case No. 10 P-06, text amendments

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendations of the Development, Planning and Zoning Committee, an ordinance approving the following text amendments to the Zoning Ordinance of the City:

Section 4.2-3 – Prohibit Temporary and/or Inflatable Structures;
Section 4.2-6 – Delete entire subsection relating to above ground fuel tanks;
Chapter 7, Part A 4c – Limit front porches to be one story only;
Section 10.2f – Insert “Single Family” before “residential lots”;
Section 10.2-2 – Insert C1 and C4A after “Central Business District”;
Chapter 10, Table 1, Class 9iii – Include C4 and C4A;
Section 11.6Lc – Change four feet to six feet for commercial sign height; and
Chapter 13 – Add definition of “Temporary Structures.”

ZO-15-2010

**AN ORDINANCE AUTHORIZING A MAP AMENDMENT REZONING
THE REAR PORTION OF THE PROPERTY COMMONLY KNOWN
AS THE BARTUCCI MEDICAL PROPERTY, LOCATED AT
300 WEST BUTTERFIELD, AND GRANTING A VARIATION FOR THE
NUMBER OF DWELLING UNITS FOR ELM CREEK CONDOMINIUMS
AND TOWNHOMES, LOCATED AT 1 ELM CREEK DRIVE
(Aimco Properties, LLC)**

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 authority and standards for the granting of variations to the Zoning Ordinance; and

WHEREAS, Section 3.10 of the Elmhurst Zoning Ordinance provides for amendment to the Official Zoning Map of the City of Elmhurst; and

WHEREAS, Aimco Properties, LLC (“Applicant”) has acquired the rear portion of certain property, commonly known as the Bartucci Medical Property, legally described on Exhibit A, attached hereto and made a part hereof (“Elm Creek Townhome Parcel”), and is the owner of certain adjoining property, commonly known as the Elm Creek Condominiums, legally described on Exhibit B, attached hereto and made a part hereof (“Elm Creek Condominium Parcel”) (collectively, the “Elm Creek Townhome Parcel” and the “Elm Creek Condominium Parcel” will hereafter be referred to as the “Subject Property”); and

WHEREAS, the Elm Creek Townhome Parcel is located within the C3 General Commercial District, and the Elm Creek Condominium Parcel is located within the R4 Limited General Residential District; and

WHEREAS, the Applicant has submitted its applications for:

1. a map amendment (rezoning) to change the zoning designation of the Elm Creek Townhome Parcel from C3 General Commercial District to R4 Limited General Residential District;

2. approval of a variation, increasing the permissible number of dwelling units allowed for the Subject Property, as a result of the construction of twenty-eight (28) townhome units to be developed on the Elm Creek Townhome Parcel, resulting in a total of four hundred (400) total dwelling units for the Subject Property; and

WHEREAS, on July 10, 2008 and August 14, 2008, the Zoning and Planning Commission conducted public hearings at Elmhurst City Hall, 209 North York Street, Elmhurst, Illinois, in connection with the aforesaid application for a map amendment (rezoning) and the variation, after notice of said hearings were duly given; and

WHEREAS, on September 17, 2008, the Zoning and Planning Commission rendered its report of findings and recommendations on (i) the aforesaid map amendment (rezoning) for the Elm Creek Townhome Parcel and (ii) on the variation increasing the permissible number of dwelling units for the Subject Property, resulting from combination of existing condominiums and the construction of the additional twenty-eight (28) townhomes on the Elm Creek Townhome Parcel, totaling four hundred (400) dwelling units for the Subject Property; and

WHEREAS, on September 23, 2008, and again on June 15, 2010, the Development, Planning and Zoning Committee of the City Council ("DPZ") recommended approval of the aforesaid applications for map amendment (rezoning) and variations, which reports were approved by the City Council on October 6, 2008 and June 21, 2010, respectively; and

WHEREAS, all applicable requirements of Sections 3.10 (relating to amendments to the Official Zoning Map) and Section 3.8 (relating to the granting of variations) of the Elmhurst Zoning Ordinance have been met.

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

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

Section 2. The City Council finds, consistent with the findings and recommendations of the Planning and Zoning Commission, in connection with the map amendment (rezoning), as follows:

A. Existing uses of property within the general area in question; *The proposed townhomes use to be constructed on the Elm Creek Townhome Parcel is compatible with the adjoining multi-family condominiums on the Elm Creek Condominium Parcel.*

B. The zoning classification of property within the general area of the property in question; *The proposed R4 Limited General Residential District zoning for the Elm Creek Townhome Parcel is identical with and will be incorporated as part of the Subject Property, with the Elm Creek Condominium Parcel.*

C. The suitability of the property in question to the uses permitted under the existing zoning classification as well as the proposed zoning classification; *Since the Elm Creek Townhome Parcel is landlocked (not contiguous to a public right-of-way and not developable on its own), the inclusion and rezoning of this parcel with the existing and adjoining Elm Creek Condominium Parcel.*

D. The current Comprehensive Plan for the City of Elmhurst *is consistent with the proposed rezoning use.*

Section 3. The zoning designation of the Elm Creek Townhome Parcel be amended from C3 General Commercial District to R4 Limited General Residential District.

Section 4. The Official Zoning Map of the City of Elmhurst be amended to reflect such redesignation.

Section 5. As to the variations to Section 7.6-3 of the Elmhurst Zoning Ordinance to reduce the minimum lot area per residential unit from the required 2900 square feet to 2036

square feet, to permit four hundred (400) residential townhome units on the Subject Property, the City Council makes the following findings of the fact:

A. The plight of the owner is due to unique circumstances; *The original Elm Creek Development on the Elm Creek Condominium Parcel initially complied with the unit density requirement under the City's Zoning Code and became legally non-conforming as a result of the 1992 Zoning Ordinance adopted by the City. The inclusion of the proposed 28 townhomes on a landlocked parcel is consistent with initial zoning density and presents a unique hardship.*

B. The variations will not alter the essential character of the neighborhood; *The proposed number of townhomes, in conjunction with the existing number of condominiums on the Subject Property, is appropriate for the site and is consistent with and will not alter the essential character of the surrounding area.*

C. The property in question cannot yield a reasonable return or provide the owner or tenant a reasonable enjoyment of the property if permitted to be used only under the conditions allowed by the regulations of its zone; *The Elm Creek Townhome Parcel is a landlocked parcel and, absent inclusion with and construction of the townhomes as part of the adjoining Elm Creek Condominiums, would not provide a reasonable enjoyment of the parcel.*

Section 6. Variations to Section 7.6-3 of the Elmhurst Zoning Ordinance, to reduce the minimum lot area per residential unit from the required 2900 square feet to 2036 square feet, to permit four hundred (400) residential townhome units on the Subject Property, including twenty-eight (28) townhome units on the Elm Creek Townhome Parcel is hereby granted.

Section 7. 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 Mr. Wesley Powell, 1 Elm Creek Drive, Elmhurst, Illinois.

Section 8. All ordinances or parts of ordinances in conflict with this Ordinance are hereby amended to the extent of such conflict.

Section 9. This Ordinance shall be in full force and effect from and 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 – Rezoning the Rear Portion of the Bartucci Medical Property and Granting a Variation for the Number of Dwelling Units for Elm Creek Townhomes

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendations of the Development, Planning and Zoning Committee, an ordinance approving the rezoning of the rear portion of the commonly known Bartucci Medical Property to R4 Limited General Residential and granting a variation for the number of dwelling units for the combined twenty-eight (28) townhomes and three hundred seventy-two (372) condominiums at the Elm Creek Apartments.

EXHIBIT A

Legal Description of Elm Creek Townhome Parcel

PARCEL 3 LEGAL DESCRIPTION:

THAT PART OF LOT 3 IN RENAISSANCE DEVELOPMENT GROUP RESUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 21, 1987 AS DOCUMENT R87-125324 AND CERTIFICATE OF CORRECTION RECORDED NOVEMBER 30, 1987 AS DOCUMENT NUMBER R87-168750, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 89 DEGREES 49 MINUTES 16 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 219.20 FEET TO THE WEST LINE OF SAID LOT 3, THENCE ALONG SAID WEST LINE THE FOLLOWING THREE COURSES: (1) THENCE NORTH 21 DEGREES 51 MINUTES 44 SECONDS WEST, A DISTANCE OF 76.02 FEET; (2) THENCE SOUTH 55 DEGREES 28 MINUTES 51 SECONDS EAST, A DISTANCE OF 12.69 FEET; (3) THENCE NORTH 14 DEGREES 15 MINUTES 01 SECONDS WEST, A DISTANCE OF 90.95 FEET; THENCE NORTH 75 DEGREES 35 MINUTES 56 SECONDS EAST, A DISTANCE OF 215.85 FEET TO THE EAST LINE OF SAID LOT 3; THENCE SOUTH 14 DEGREES 24 MINUTES 04 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 214.75 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT B

Legal Description of Elm Creek Condominium Parcel

PARCEL 1 AND 2 LEGAL DESCRIPTION:

PARCEL 1: THOSE PARTS OF LOT 1 KLAEREN'S PLAT OF SURVEY ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 25, 1953 AS DOCUMENT 702026, AND LOT 1 IN WALTER SWANSON'S ASSESSMENT PLAT OF PART OF THE SOUTHEAST QUARTER OF SECTION 14 ACCORDING TO THE PLAT THEREOF RECORDED JUNE 18, 1959 AS DOCUMENT 927711, ALL IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST $\frac{1}{4}$ OF SECTION 14; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SOUTHEAST $\frac{1}{4}$, 113.35 FEET; THENCE NORTH 02 DEGREES 06 MINUTES 00 SECONDS EAST, 25.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 02 DEGREES 06 MINUTES 00 SECONDS EAST, 456.94 FEET; THENCE NORTH 43 DEGREES 25 MINUTES 00 SECONDS EAST, 124.28 FEET; THENCE NORTH 39 DEGREES 52 MINUTES 00 SECONDS EAST, 167.07 FEET; THENCE NORTH 21 DEGREES 41 MINUTES 00 SECONDS WEST, 215.11 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 219.20 FEET TO THE WEST LINE OF LOT 1 WALTER SWANSON'S ASSESSMENT PLAT; THENCE ALONG THE BOUNDARY OF SAID LOT 1 THE FOLLOWING 10 COURSES, NORTH 14 DEGREES 19 MINUTES 00 SECONDS WEST, 441.26 FEET; THENCE NORTH 73 DEGREES 45 MINUTES 57 SECONDS EAST, 137.30 FEET; THENCE SOUTH 16 DEGREES 14 MINUTES 03 SECONDS EAST, 12.97 FEET; THENCE NORTH 81 DEGREES 19 MINUTES 06 SECONDS EAST, 525.74 FEET; THENCE SOUTH 08 DEGREES 40 MINUTES 52 SECONDS EAST, 217.50 FEET; THENCE SOUTH 34 DEGREES 16 MINUTES 55 SECONDS EAST, 46.77 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 00 SECONDS EAST, 268.30 FEET; THENCE SOUTH 01 DEGREE 31 MINUTES 16 SECONDS EAST, 66.02 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 00 SECONDS WEST, 225.00 FEET; THENCE SOUTH 01 DEGREE 31 MINUTES 16 SECONDS EAST, 313.42 FEET TO THE BOUNDARY LINE OF ATRIUM BLOCK 4 RECORDED MARCH 4, 1974 AS DOCUMENT NUMBER R1974-009779; THENCE ALONG THE BOUNDARY OF SAID ATRIUM BLOCK 4 THE FOLLOWING 7 COURSES, NORTH 45 DEGREES 34 MINUTES 05 SECONDS WEST, 121.10 FEET; THENCE SOUTH 44 DEGREES 30 MINUTES 15 SECONDS WEST, 72.98 FEET; THENCE NORTH 45 DEGREES 33 MINUTES 30 SECONDS WEST, 40.00 FEET; THENCE NORTH 88 DEGREES 43 MINUTES 21 SECONDS WEST, 54.04 FEET; THENCE ON A CURVE TO THE RIGHT, 85.29 FEET, SAID CURVE HAVING A RADIUS OF 530.50 FEET AND A CHORD THAT BEARS SOUTH 05 DEGREES 52 MINUTES 47 SECONDS WEST, 85.20 FEET; THENCE ON

A CURVE TO THE LEFT, 140.51 FEET, SAID CURVE HAVING A RADIUS OF 987.48 FEET AND A CHORD THAT BEARS SOUTH 06 DEGREES 24 MINUTES 34 SECONDS WEST, 140.39 FEET; THENCE ON A CURVE TO THE LEFT, 76.21 FEET, SAID CURVE HAVING A RADIUS OF 317.52 FEET AND A CHORD THAT BEARS SOUTH 04 DEGREES 32 MINUTES 35 SECONDS EAST, 76.03 FEET; THENCE ON A WESTERLY BOUNDARY LINE OF SAID ATRIUM BLOCK 4 AND THE WESTERLY BOUNDARY LINE OF A RESUBDIVISION OF ATRIUM BLOCK 3, ON A CURVE TO THE RIGHT, 163.29 FEET SAID CURVE HAVING A RADIUS OF 450.50 FEET AND A CHORD THAT BEARS SOUTH 01 DEGREE 02 MINUTES 06 SECONDS EAST, 162.40 FEET TO THE NORTH LINE OF ATRIUM BLOCK 11; THENCE NORTH 80 DEGREES 38 MINUTES 55 SECONDS WEST, ON SAID NORTH LINE, 128.24 FEET TO THE BOUNDARY LINE OF ATRIUM BLOCK 10A; THENCE ON A SAID BOUNDARY OF BLOCK 10A THE FOLLOWING 3 COURSES, NORTH 44 DEGREES 50 MINUTES 48 SECONDS EAST 88.91 FEET; THENCE NORTH 45 DEGREES 16 MINUTES 35 SECONDS WEST, 100.95 FEET; THENCE SOUTH 87 DEGREES 20 MINUTES 26 SECONDS WEST, 68.19 FEET TO THE RIGHT OF WAY LINE OF ATRIUM WAY; THENCE ON SAID RIGHT OF WAY LINE ON A CURVE TO THE LEFT, 83.66 FEET, SAID CURVE HAVING A RADIUS OF 459.46 FEET AND A CHORD THAT BEARS NORTH 07 DEGREES 52 MINUTES 29 SECONDS WEST, 83.54 FEET; THENCE SOUTH 76 DEGREES 54 MINUTES 34 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE, 35.00 FEET; THENCE ALONG SAID RIGHT OF WAY LINE ON A CURVE TO THE RIGHT, 93.59 FEET; SAID CURVE HAVING A RADIUS OF 424.46 FEET AND A CHORD THAT BEARS SOUTH 06 DEGREES 46 MINUTES 27 SECONDS EAST, 93.40 FEET TO THE NORTH LINE OF ATRIUM BUILDING NUMBER 1; THENCE ON THE BOUNDARY LINE OF ATRIUM BUILDING NUMBER 1 THE FOLLOWING 5 COURSES, NORTH 88 DEGREES 52 MINUTES 16 SECONDS WEST, 120.54 FEET; THENCE SOUTH 01 DEGREE 07 MINUTES 44 SECONDS WEST, 55.53 FEET; THENCE SOUTH 21 DEGREES 01 MINUTE 05 SECONDS WEST, 111.37 FEET; THENCE SOUTH 41 DEGREES 11 MINUTES 58 SECONDS WEST, 131.31 FEET; THENCE SOUTH 48 DEGREES 48 MINUTES 02 SECONDS EAST, 95.40 FEET TO THE RIGHT OF WAY LINE OF ATRIUM WAY; THENCE ON SAID RIGHT OF WAY LINE ON A CURVE TO THE LEFT, 55.23 FEET, SAID CURVE HAVING A RADIUS OF 131.50 FEET AND A CHORD THAT BEARS SOUTH 23 DEGREES 36 MINUTES 47 SECONDS WEST, 54.82 FEET; THENCE SOUTH 12 DEGREES 34 MINUTES 01 SECOND WEST, ALONG SAID RIGHT OF WAY, 63.64 FEET; THENCE ON SAID RIGHT OF WAY LINE ON A CURVE TO THE LEFT, 77.38 FEET, SAID CURVE HAVING A RADIUS OF 698.00 FEET AND A CHORD THAT BEARS SOUTH 03 DEGREES 10 MINUTES 32 SECONDS WEST, 77.35 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST ON SAID RIGHT OF WAY LINE, 28.87 FEET, TO THE SOUTH LINE OF SAID SOUTHEAST ¼ OF SECTION 14; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG SAID SOUTH LINE, 167.94 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 25.00 FEET, THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 135.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 PURSUANT
TO LICENSE, CROSS EASEMENT AND MAINTENANCE AGREEMENT
RECORDED FEBRUARY 18, 1987 AS DOCUMENT NUMBER R87-023292 IN
DUPAGE COUNTY, ILLINOIS.

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

WHEREAS, the City of Elmhurst publicly advertised for sealed bids for the installation of brick pavers for the First Street Parking Deck Project; and

WHEREAS, bids were received, publicly opened, examined and declared on Tuesday, May, 25, 2010; and

WHEREAS, of the bids received and opened, the apparent lowest responsible bidder is Sebert Landscaping, Inc. ("Sebert").

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 Sebert to be the lowest responsible bidder for the installation of brick pavers for the First Street Parking Deck Project.

Section 3. The City of Elmhurst does hereby determine that it is in the best interests of the City and does hereby direct that a Notice of Award be issued to Sebert for the installation of brick pavers for the First Street Parking Deck Project at the prices set forth in its Proposal subject to the furnishing of the proper bonds and insurance.

Section 4. The Mayor is hereby authorized to execute and the City Clerk to attest and seal a Notice of Award substantially in the form attached hereto marked as Exhibit "A" and made a part hereof. Further, the Notice of Award shall be issued to Sebert, the lowest responsible bidder, for the installation of brick pavers for the First Street Parking Deck Project in an amount not to exceed

Twenty-Eight Thousand One Hundred Twelve (\$28,112.00) Dollars. The Notice of Award shall be

Electd Officials
Copies to All
01/10/10

accompanied by a sufficient number of contracts with all other necessary written contract documents attached for execution by Sebert.

Section 5. Provided further that Sebert 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.

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: Sebert Landscaping, Inc.
1550 West Bartlett Road
Bartlett, Illinois 60103

PROJECT DESCRIPTION: City of Elmhurst, First Street Parking Deck Project – Installation of Brick Pavers

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 estimated amount of Twenty-Eight Thousand One Hundred Twelve (\$28,112.00) 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.

Sebert Landscaping, Inc.

By: _____
Jeffrey A. Sebert, President

COUNCIL ACTION SUMMARY

SUBJECT: Resolution authorizing the issuance of a Notice of Award for the installation of Brick Pavers for the First Street Parking Deck Project

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

This was the second time this work was offered for public bid. The first time this was bid, no bids were received. This time three bids were received for prospective landscaping contractors. Sebert Landscaping, Inc.'s bid was \$28,112.00, and was the low bid by \$2,565.00 Dollars. It is necessary that a resolution be adopted to approve the Notice of Award for the installation of brick pavers for the First Street Parking Deck Project.

TRADE CONTRACT

This Trade Contract made this ____ day of _____, 2010 between the City of Elmhurst, the City, and Sebert Landscaping, Inc., the Contractor, to furnish and install brick pavers 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 be made 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:

Furnish and install the brick pavers for the First Street Parking Deck 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 Manger (ARCO/Murray National Construction Company). The contract sum is Twenty-Eight Thousand One Hundred Twelve (\$28,112.00) Dollars.

3. **Contract Time.** The Work will commence upon the execution of the Contract by the City and the Contractor. The Contractor shall complete the Work within **eight (8) (calendar/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:

Sebert Landscaping, Inc.
1550 West Bartlett Road
Bartlett, Illinois 60103
Attn: Jeffrey A. Sebert, 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: SEBERT LANDSCAPING, INC.

By: _____
Peter DiCianni, Mayor

By: _____
Jeffrey A. Sebert, President

Attest:

Attest:

By: _____
Patty Spencer, City Clerk

By: _____
Grace Sebert, Secretary

CONTRACT BOND

Sebert Landscaping, Inc., 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: SEBERT LANDSCAPING, INC.

By: _____
Jeffrey A. Sebert, President

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, Jeffrey A. Sebert, hereby certify that I am the President of Sebert Landscaping, Inc. 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.* ("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)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: **SEBERT LANDSCAPING, INC.**

By: _____
Jeffrey A. Sebert, President

STATE OF ILLINOIS)
) *ss.*
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Jeffrey A. Sebert known to me to be the President of Sebert Landscaping, Inc., 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

**A RESOLUTION AUTHORIZING
THE ISSUANCE OF A NOTICE OF AWARD FOR
THE PARKER RELIEF STORM SEWER PROJECT
IN THE CITY OF ELMHURST, ILLINOIS**

WHEREAS, in the opinion of a majority of the corporate authorities of the City of Elmhurst, Illinois, (hereinafter the "City") it is advisable, necessary and in the public interest that the City contract for the Parker Relief Storm Sewer Project, which will include the installation of Five Hundred Twenty-Five (525) lineal feet of eight-inch storm sewer pipe on Parker Street to provide a relief storm sewer to eliminate standing water in the intersection of Belden Avenue and Geneva Avenue (hereinafter the "Project"); and

WHEREAS, the City requested proposals (hereinafter "RFP") for the Project, and the City received and evaluated three proposals from three potential vendors, being:

1. Down Under Construction, Inc. of St. Charles, Illinois,
2. Gerardi Sewer and Water Co., of Norridge, Illinois, and
3. Russ's Plumbing & Sewer of Addison, Illinois; and

WHEREAS, the Public Works and Building Committee has recommended that contract be awarded and that Down Under Construction, Inc. of St. Charles, Illinois, (hereinafter "Down Under") be found to have provided the lowest responsive proposal for the Project; and

WHEREAS, Down Under has not been disqualified and its proposal met, without exception, all of the requirements of the RFP.

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: That the corporate authorities hereby incorporate the foregoing preamble clauses into this resolution.

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the City of Elmhurst contract for the Project.

Section 3: It is hereby determined that Down Under has not been disqualified from submitting its proposal, and its proposal met, without exception, all of the requirements of the RFP.

Section 4: It is hereby determined that the contract be awarded and that the proposal of Down Under provides the lowest responsible proposal for the Project.

Section 5: That the Mayor be and is hereby authorized and directed to execute and the City Clerk be and is hereby authorized and directed to attest and to place the municipal seal on a Notice of Award, attached hereto, marked as Exhibit "A", and made a part hereof, accepting the proposal of Down Under for the Project in an amount not to exceed Twenty-Three Thousand Nine Hundred Eighty (\$23,980.00) Dollars.

Section 6: That the Mayor be and is hereby authorized and directed to execute and the City Clerk be and is hereby authorized and directed to attest and to place the municipal seal on a Contract for the Project along with all other written contract documents attached (hereinafter the "Contract"), a copy of which Contract is attached hereto as Exhibit "B" and made a part hereof, PROVIDED that Down Under returns to the City said Contract properly executed by Down Under along with the proper contract bonds and policies of insurance within fifteen (15) calendar days from the date of the Notice of Award.

Section 7: That this resolution shall be in full force and effect upon its passage and approval in accordance with law.

APPROVED: This _____ day of _____, 2010.

Peter P. DiCianni III, Mayor

Adopted this _____ day of _____, 2010.

Ayes: _____ Nays: _____

Patty Spencer, City Clerk

COUNCIL ACTION SUMMARY

SUBJECT: Resolution authorizing the issuance of a Notice of Award for the Parker Relief Storm Sewer Project (the "Project")

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

The City requested proposals for construction services for the Parker Relief Storm Sewer Project. There were three contractors that submitted proposals for this Project. Down Under Construction, Inc.'s proposal was \$23,980.00, and it was the low proposal by \$3,834.00. It is necessary that a resolution be adopted to approve the Notice of Award for the Project.

EXHIBIT "A"
NOTICE OF AWARD

TO: Down Under Construction, Inc.
Post Office Box 613
St. Charles, Illinois 60174

PROJECT DESCRIPTION: City of Elmhurst, Parker Relief Storm Sewer Project.

THE CITY OF ELMHURST has considered the Proposal submitted by you for the above-described project.

YOU ARE HEREBY NOTIFIED that your Proposal has been accepted for the contract at the prices listed therein, in an amount not to exceed Twenty-Three Thousand Nine Hundred Eighty (\$23,980.00) Dollars.

You are requested to execute the Contract and furnish the required Contract Bond and policies of insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute the Contract and to furnish the required Contract Bond and insurance within fifteen (15) days from the date of this Notice, the City will be entitled to consider all your rights arising out of the City's acceptance of your Proposal as abandoned and as a forfeiture of your rights under this Award. The City 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.

Dated this _____ day of _____, 2010.

CITY OF ELMHURST

ATTEST:

By: _____
Peter P. DiCianni III, Mayor

By: _____
Patty Spencer, City Clerk

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by Down Under Construction, Inc. of St. Charles, Illinois, this _____ day of _____, 2010.

DOWN UNDER CONSTRUCTION, INC.

By: _____
Brian Leigh, President

EXHIBIT "B"

Contract for the Parker Relief Storm Sewer Project
By and Between
Down Under Construction, Inc.
And
The City of Elmhurst, Illinois

CONTRACT

This Contract is made this ___ day of _____, 2010, between the City of Elmhurst, the City, and Down Under Construction, Inc., the Contractor, for the **Parker Relief Storm Sewer Project, Project 10-21**.

The Contractor hereby agrees as hereinafter set forth:

1. **The Work.** For and in consideration of the payments to be made by the City to the Contractor, and according to the terms of the Contract, the City and the Contractor agree that the Contractor at its own proper cost and expense shall perform all of the work required for the **Parker Relief Storm Sewer Project, Project Number 10-21**, in the City of Elmhurst, DuPage County, Illinois, and to furnish all materials and labor necessary to complete the Work and in full compliance with all of the terms and the requirements of this agreement in strict compliance with the contract documents, which contract documents are made an essential part of this Contract.

2. **Contract Sum.** The City shall pay the Contractor for the performance of the work, at the unit prices set forth in the Contractor's Proposal as full compensation for furnishing all the materials, for doing all work contemplated and specified in this contract, for all loss or damage arising out of the nature of the work or from any action of the elements, or from any unforeseen difficulties which may be encountered in the prosecution of the same, for all risks of every description connected with the work, and for well and faithfully completing the work, and the whole thereof, in full compliance with the plans and contract documents, and within the time stated in the proposal, hereby made a part of hereof, which time is hereby declared to be of the essence of this contract. The undersigned Contractor declares that it understands that the quantities shown herein are approximate only and that they are subject to increase or decrease; and agrees that it will take, in full payment, the amount of the summation of the actual quantities, as finally determined, multiplied by the unit prices shown on the schedule of prices forming a part of this proposal.

The total contract price is Twenty-Three Thousand Nine Hundred Eighty and no/100ths (\$23,980.00) Dollars.

3. **Contract Time.** The Work will commence expeditiously after the date the City gives the Contractor written notice to proceed. The Contractor shall complete the contract work by July 31, 2010, unless an extension of time is granted in accordance with the Specifications.

4. **Payments.** The City shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for services performed prior to the termination consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq.*).

5. **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.

6. **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:

Down Under Construction, Inc.
Post Office Box 613
St. Charles, IL 60174
Attn: Brian Leigh, 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.

7. **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.

8. **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
Inc.**

Contractor: **Down Under Construction,**

By: _____
Peter DiCianni, Mayor

By: _____
Brian Leigh, President

Attest:

Attest:

By: _____
Patty Spencer, City Clerk

By: _____
Brian Leigh, Secretary

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, Brian Leigh, hereby certify that I am the President of Down Under Construction, Inc. 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.* ("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)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: **DOWN UNDER CONSTRUCTION, INC.**

By: _____
Brian Leigh, President

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Brian Leigh known to me to be the President of Down Under Construction, Inc., 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

CONTRACT BOND

Down Under Construction, Inc., as Principal, and
and firmly bound unto the City of Elmhurst in the penal sum of _____ as Surety is held
(\$ _____), 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
DOWN UNDER CONSTRUCTION, INC.

By: _____
Brian Leigh, President

SURETY

(Name of Surety) By: _____
(Signature of Attorney-in-Fact)

**A RESOLUTION AUTHORIZING
THE ISSUANCE OF A NOTICE OF AWARD FOR
THE 2010 CONCRETE PAVEMENT PATCHING PROGRAM
FOR THE CITY OF ELMHURST, ILLINOIS**

WHEREAS, in the opinion of a majority of the corporate authorities of the City of Elmhurst, Illinois, (hereinafter the "City") it is advisable, necessary and in the public interest that the City contract for the 2010 Concrete Pavement Patching Program, within Elmhurst, Illinois (hereinafter the "Project"); and

WHEREAS, the City authorized the advertisement of bids for the Project. Pursuant to the authorization a notice soliciting bids was published and plans, specifications and proposal forms (hereinafter the ABid Documents") were made available to prospective bidders; and

WHEREAS, sealed bids were accepted and opened on June 1, 2010; and

WHEREAS, the City received and evaluated bids from ten (10) potential contractors; and

WHEREAS, the Public Works and Building Committee has recommended that contract be awarded and that DiNatale Construction, Inc. of Elmhurst, Illinois, (hereinafter "DiNatale") be found to have provided the lowest responsive bid for the Project; and

WHEREAS, DiNatale has not been disqualified from bidding and its proposal met, without exception, all of the requirements of the Bid Documents.

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of Elmhurst, DuPage and Cook Counties, Illinois, as follows:

Section 1: That the corporate authorities hereby incorporate the foregoing preamble clauses into this resolution.

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the City of Elmhurst contract for the Project.

Section 3: It is hereby determined that DiNatale has not been disqualified from bidding and its proposal met, without exception, all of the requirements of the Bid Documents.

Section 4: It is hereby determined that the contract be awarded and that the bid proposal of DiNatale provides the lowest responsible bid for the Project.

Section 5: That the Mayor be and is hereby authorized and directed to execute and the City Clerk be and is hereby authorized and directed to attest and to place the municipal seal on a Notice of Award, attached hereto, marked as Exhibit "A", and made a part hereof, accepting the proposal of DiNatale for the 2010 Concrete Patching Program within the Project at the prices listed within the bid proposal, in an amount not to exceed Ninety-Five Thousand Nine Hundred (\$95,900.00) Dollars.

Section 6: That the Mayor be and is hereby authorized and directed to execute and the City Clerk be and is hereby authorized and directed to attest and to place the municipal seal on a Contract for the Project along with all other written contract documents attached (hereinafter the "Contract"), a copy of which Contract is attached hereto as Exhibit "B" and made a part hereof, PROVIDED that DiNatale returns to the City said Contract properly executed by DiNatale along with the proper contract bonds and policies of insurance within fifteen (15) calendar days from the date of the Notice of Award.

Section 7: That this resolution shall be in full force and effect upon its passage and approval in accordance with law.

APPROVED: This _____ day of _____, 2010.

Peter P. DiCianni III, Mayor

Adopted this _____ day of _____, 2010.

Ayes: _____ Nays: _____

Patty Spencer, City Clerk

COUNCIL ACTION SUMMARY

SUBJECT: Resolution authorizing the issuance of a Notice of Award for the 2010 Concrete Pavement Patching Program (the "Project")

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Concrete pavement patching services were bid for the 2010 Concrete Pavement Patching Program. There were ten contractors that bid for this Project. DiNatale Services, Inc.'s bid was \$95,900.00 and was the low bid by \$3,800. It is necessary that a resolution be adopted to approve the Notice of Award for the Project.

EXHIBIT "A"
NOTICE OF AWARD

TO: DiNatale Construction, Inc.
1441 West Bernard Drive
Addison, Illinois 60101

PROJECT DESCRIPTION: City of Elmhurst, 2010 Concrete Pavement Patching Program
(the "Project").

THE CITY OF ELMHURST has considered the Proposal submitted by you for the above-described project.

YOU ARE HEREBY NOTIFIED that your Proposal has been accepted for the contract at the prices listed therein, in an amount not to exceed Ninety-Five Thousand Nine Hundred (\$95,900.00) Dollars.

You are requested to execute the Contract and furnish the required Contract Bond and policies of insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute the Contract and to furnish the required Contract Bond and insurance within fifteen (15) days from the date of this Notice, the City will be entitled to consider all your rights arising out of the City's acceptance of your Proposal as abandoned and as a forfeiture of your rights under this Award. The City 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.

Dated this _____ day of _____, 2010.

CITY OF ELMHURST

ATTEST:

By: _____
Peter P. DiCianni III, Mayor

By: _____
Patty Spencer, City Clerk

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by DiNatale Construction, Inc. Services, Inc. of Addison, Illinois, this _____ day of _____, 2010.

DINATALE CONSTRUCTION, INC.

By: _____
Amatore DiNatale, President

EXHIBIT "B"

Contract for the 2010 Concrete Pavement Patching Program
By and Between
DiNatale Construction, Inc.
And
The City of Elmhurst, Illinois

CONTRACT

This Contract is made this ___ day of _____, 2010, between the City of Elmhurst, the City, and DiNatale Construction, Inc., the Contractor, for the **2010 Concrete Pavement Patching Program, Project 10-09**.

The Contractor hereby agrees as hereinafter set forth:

1. **The Work.** For and in consideration of the payments to be made by the City to the Contractor, and according to the terms of the Contract, the City and the Contractor agree that the Contractor at its own proper cost and expense shall perform all of the work required for the **2010 Concrete Pavement Patching Program, Project Number 10-09**, in the City of Elmhurst, DuPage County, Illinois, and to furnish all materials and labor necessary to complete the Work and in full compliance with all of the terms and the requirements of this agreement in strict compliance with the contract documents, which contract documents are made an essential part of this Contract.

2. **Contract Sum.** The City shall pay the Contractor for the performance of the work, at the unit prices set forth in the Contractor's Bid as full compensation for furnishing all the materials, for doing all work contemplated and specified in this contract, for all loss or damage arising out of the nature of the work or from any action of the elements, or from any unforeseen difficulties which may be encountered in the prosecution of the same, for all risks of every description connected with the work, and for well and faithfully completing the work, and the whole thereof, in full compliance with the plans and contract documents, and within the time stated in the bid, hereby made a part of hereof, which time is hereby declared to be of the essence of this contract. The undersigned Contractor declares that it understands that the quantities shown herein are approximate only and that they are subject to increase or decrease; and agrees that it will take, in full payment, the amount of the summation of the actual quantities, as finally determined, multiplied by the unit prices shown on the schedule of prices forming a part of this bid.

The total contract price is Ninety-Five Thousand Nine Hundred and no/100ths (\$95,900.00) Dollars.

3. **Contract Time.** The Work will commence expeditiously after the date the City gives the Contractor written notice to proceed. The Contractor shall complete the contract work by October 15, 2010, unless an extension of time is granted in accordance with the Specifications.

4. **Payments.** The City shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for services performed prior to the termination consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq.*).

5. **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.

6. **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:

DiNatale Construction, Inc.
1441 West Bernard Drive
Addison, IL 60101
Attn: Amatore DiNatale, 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.

7. **Entire Contract.** This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if attached hereto:

- (a) Addenda, if any (none unless indicated here) _____
- (b) Notice to Bidders and Invitation for Bids
- (c) Table of Contents
- (d) Instructions to Bidders
- (e) Proposal Bid Bond
- (f) Proposal
- (g) Contractor's Certification
- (h) City of Elmhurst Qualification Forms
- (i) Affidavit of Availability
- (j) Contract Bond
- (k) Contract
- (l) Specifications
- (m) Check Sheet for Recurring Special Provisions
- (n) Special Provisions
- (o) Standard Specifications for Road and Bridge Construction adopted January 1, 2007, as amended by the ERRATA to the Standard Specifications for Road and Bridge Construction, adopted January 1, 2007 and revised January 1, 2010; all of the Supplemental Specifications listed in the contract documents and those Recurring Special Provisions and Recurring Local Roads and Streets Special Provisions, adopted January 1, 2010, indicated on the Check Sheet included in the contract documents supplement the Standard Specifications for Road and Bridge Construction, the Bureau of Design and Environment (BDE) Special Provisions,

indicated on the Check Sheet included in the contract documents, the Local Roads Special Provisions, LR 105, "Cooperation with Utilities"; LR 107-4, "Insurance"; LR 107-5 "Substance Abuse Prevention Program" and the "Manual for Materials Inspection," January 1, 2007, all issued by the State of Illinois, Department of Transportation and the "National Manual on Uniform Traffic Control Devices for Streets and Highways" supplemented by the "Illinois Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways" (2003 Edition) issued by the Illinois Department of Transportation

(p) DuPage County, Illinois Prevailing Wages

This contract represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral.

Note: Component (o), are separate books that will not be furnished by the City but shall be the responsibility of the Contractor to obtain at its own expense. The documents may be obtained from the Illinois Department of Transportation. See <http://www.dot.state.il.us/dobuisns.html>

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.

8. 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: **DiNatale Construction, Inc.**

By: _____
Peter DiCianni, Mayor

By: _____
Amatore DiNatale, President

Attest:

Attest:

By: _____
Patty Spencer, City Clerk

By: _____
Gina White, Secretary

CONTRACT BOND

DiNatale Construction, Inc., as 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
DiNATALE CONSTRUCTION, INC.

By: _____
Amatore DiNatale, President

SURETY

(Name of Surety) By: _____
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, _____, a Notary Public
in and for said county, do hereby certify that Amatore DiNatale, President of DiNatale Construction, Inc. and

_____ as _____ of _____
(Name of individual signing on behalf of Surety) (Office of individual signing on behalf of Surety) (Name of Surety)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of Principal and Surety, appeared before me this day in person and acknowledged respectively, that they signed, sealed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this _____ day of _____ A.D. 2010.

Notary Public

My commission expires _____, 2010.

R- 36 - 2010

**A RESOLUTION TO APPROVE
AND AUTHORIZE THE EXECUTION OF A
CONTRACT FOR ANALYTICAL LABORATORY SERVICES
FOR THE WASTEWATER TREATMENT PLANT
BY AND BETWEEN
SUBURBAN LABORATORIES, INC. AND
THE CITY OF ELMHURST**

WHEREAS, it is the opinion of a majority of the corporate authorities of the City of Elmhurst (“the City”), that it is advisable, necessary and in the public interest that the City of Elmhurst provide for analytical laboratory services for the wastewater treatment plant and associated water production facilities ; and

WHEREAS, the City has solicited proposals and has received a satisfactory proposal for a contract for laboratory services with Suburban Laboratories, Inc.; and

WHEREAS, it is the opinion of a majority of the corporate authorities of the City that it is advisable, necessary and in the public interest that the City of Elmhurst enter into a contract with Suburban Laboratories, Inc. for laboratory services.

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 preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the City enter into a contract for laboratory services to provide for an analysis of the wastewater treatment plant and associated water production facilities with Suburban Laboratories, Inc.

Section 3: That the Mayor be and is hereby authorized and directed to execute and

the City Clerk is hereby authorized and directed to attest on behalf of the City the contract for laboratory services with Suburban Laboratories, Inc., a copy of which is attached hereto as Exhibit "A" and made a part hereof.

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

ADOPTED this ____ day of _____, 2010.

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, City Clerk of the City
of Elmhurst, DuPage and Cook Counties, Illinois

COUNCIL ACTION SUMMARY

SUBJECT: Resolution to approve and authorize the execution of a contract for analytical laboratory services for the wastewater treatment plant with Suburban Laboratories, Inc.

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the City Council, the City Attorney prepared a resolution to approve and authorize the execution of a contract for analytical laboratory services of the wastewater treatment plant and associated water production facilities with Suburban Laboratories, Inc. The contract provides that Suburban Laboratories, Inc. shall provide analytical laboratory services for the wastewater treatment plant and associated water production facilities for the total sum of Twenty Seven Thousand Five Hundred and Sixty Four Dollars (\$27,564.00) per year for a period of three (3) years.

Exhibit "A"

**CONTRACT FOR ANALYTICAL LABORATORY SERVICES WITH
SUBURBAN LABORATORIES, INC.**

AGREEMENT
between
THE CITY OF ELMHURST, ILLINOIS
and
SUBURBAN LABORATORIES, INC. OF HILLSIDE, ILLINOIS

This AGREEMENT is made and entered into by and between THE CITY OF ELMHURST, ILLINOIS, hereinafter referred to as the "CITY," and SUBURBAN LABORATORIES, INC., hereinafter referred to as the "CONTRACTOR," to provide laboratory services for the wastewater treatment plant and associated water production facilities, hereinafter referred to as the "PROJECT".

1. The WORK provided by the CONTRACTOR to complete the PROJECT shall include the following:

Potable Water Analysis

- a. Quantities are based upon current Operating Permit from the Illinois Environmental Protection Agency.
- b. Analysis of the following per established preparation and testing methods at minimum of the Agency (IEPA/IDPH) and not limited to: USEPA Reference methods, Test Methods for Evaluating Solid Waste (SW-846), Standard Methods for the Examination of Water and Wastewater and the latest version of United States Pharmacopeia.
- c. As needed, provide the appropriate sampling container(s) unpreserved and/or preserved for the following:
 1. Electronic submission of reports in a timely manner to the Agency of the analytical results in a format accepted by the Agency.
 2. Electronic submission of reports in a timely manner to the City of the analytical results in a format accepted by the City.

Distribution Sampling – (Lake Michigan water supply)

Annual/Monthly/Weekly

- a. Coliform analysis of Fifty (50) water distribution samples per month requiring pick-ups on scheduled days.
- b. Total Haloacetic Acids (HAA5) analysis of Four (4) water distribution samples per year requiring pick-ups on scheduled days.
- c. TTHM analysis of Four (4) water distribution samples per year requiring pick-ups on scheduled days.

3 Year Cycle

- a. Copper, Free analysis of thirty (30) water distribution samples per Three (3) year requiring pick-ups on scheduled days.
- b. Lead analysis of thirty (30) water distribution samples per Three (3) year requiring pick-ups on scheduled days.

Well Water Production – (Three City-Owned wells)

Annual/Monthly/Weekly

- a. Coliform (E.Coli) monthly analysis of Three (3) well water production samples (nine (9) months of the year) requiring pick-ups on scheduled days.
- b. IOC analysis of Three (3) well water production samples per year requiring pick-ups on scheduled days.
- c. SOCG analysis of Three (3) well water production samples per year requiring pick-ups on scheduled days.
- d. VOC analysis of Three (3) well water production samples per year requiring pick-ups on scheduled days.
- e. Nitrate analysis of Three (3) well water production samples per year requiring pick-ups on scheduled days.
- f. Nitrite analysis of Three (3) well water production samples per year requiring pick-ups on scheduled days.
- g. Vinyl Chloride analysis of Three (3) well water production samples per year requiring pick-ups on scheduled days.

3 Year Cycle

- a. RDS (Radium) analysis of Three (3) well water production samples per Three (3) year requiring pick-ups on scheduled days.

Wastewater Analysis

- a. Quantities are based upon current Discharge Permits under the United States and Illinois Environmental Protection Agencies.
- b. Analysis of the following per established preparation and testing methods at minimum of the Agency (USEPA/IEPA/IDPH/IDA) and not limited to: USEPA Reference methods, Test Methods for Evaluating Solid Waste (SW-846), Standard Methods for the Examination of Water and Wastewater, the latest version of United States Pharmacopeia and USEPA method 1631 for Mercury.
- c. Where applicable the following shall have met the most current DMR QA Study for wastewater analyses.
- d. Results shall be reported in wet weight unless otherwise indicated. (dry = Dry Weight)
- e. Sample results shall meet the requirements of Environmental Compliance 35 IAC Part 186 or to indicate otherwise.
- f. Wastewater analysis shall follow the rules set forth in 40 CFR, part 136 or indicate otherwise.
- g. As needed, provide the appropriate sampling container(s) unpreserved and/or preserved for the following:
 1. Electronic submission of reports in a timely manner to the City of the analytical results in a format accepted by the City.

Wastewater Treatment – (City-Owned 20 MGD Activated Sludge Facility)

Annual/Monthly/Weekly

- a. Biochemical Oxygen Demand - BOD, 5 Day, 20°C analysis of Four (4) wastewater influent samples per week requiring pick-ups on scheduled days.
- b. Total Suspended Solids – Residue, Non-Filterable analysis of Four (4) wastewater influent samples per week requiring pick-ups on scheduled days.
- c. Carbonaceous BOD, 5 Day, 20°C analysis of Four (4) wastewater effluent samples per week requiring pick-ups on scheduled days.
- d. Total Suspended Solids – Residue, Non-Filterable analysis of Four (4) wastewater effluent samples per week requiring pick-ups on scheduled days.
- e. Ammonia, by Selective Electrode – Nitrogen, Ammonia (As N) analysis of Four (4) wastewater effluent samples per week requiring pick-ups on scheduled days.
- f. Biochemical Oxygen Demand - BOD, 5 Day, 20°C analysis of wastewater excess flow effluent and/or emergency sewer overflow (minimum 5 per year) requiring pick-ups on day(s) after an event occurs, dependant on hold time.
- g. Total Suspended Solids – Residue, Non-Filterable analysis of wastewater excess flow effluent and/or emergency sewer overflow (minimum 5 per year) requiring pick-ups on day(s) after an event occurs depending on hold time.
- h. Four (4) samples per year Quarterly 503 Sludge – report in mg/kg sludge dry weight metals analysis by ICP for Arsenic, Cadmium, Chromium, Copper, Lead, Manganese, Molybdenum, Nickel, Phosphorus, Potassium, Selenium and Zinc.
- i. Four (4) samples per year Quarterly 503 Sludge – report in mg/kg sludge dry weight metals analysis by CVAA for Mercury.
- j. Four (4) samples per year Quarterly 503 Sludge – report in mg/kg sludge dry weight analysis by ICP & ICPMS for Percent Moisture.
- k. Four (4) samples per year Quarterly 503 Sludge – report in mg/kg sludge dry weight analysis for Ammonia Nitrogen, Percent Moisture, Nitrogen – Total Kjeldahl Nitrogen, Percent Total Solids, Percent Volatile Solids and pH (in laboratory as units).
- l. Twenty-Eight (28) per year / Seven (7) per quarter 503 Sludge – report (MPN) on Fecal Coliform.
- m. (No quantity or frequency available, for pricing purposes only) - Wastewater effluent analysis, report in mg/L for – Arsenic, Barium, Cadmium, Chromium (hex), Chromium (total), Copper, Cyanide (wad), Cyanide (total), Fluoride, Iron (total), Iron (dissolved), Lead, Manganese, Mercury (method 1631), Nickel, Oil (hexane soluble), Phenols, Selenium, Silver (total) and Zinc.

2. The CONTRACTOR shall provide all labor, equipment, supervision and insurance necessary to complete the WORK.

3. The CITY shall annually pay the CONTRACTOR, as full payment for completing the WORK, the following fee: Twenty Seven Thousand Five Hundred Sixty Four Dollars (\$27,564.00) per year.

4. 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 within thirty (30) days of receipt of an invoice from the CONTRACTOR and the approval thereof by the CITY.

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

5. The WORK will be perform for a period of three (3) years from August 1, 2010 to July 31, 2013, hereinafter referred to as the CONTRACT TIME. The CITY will then have the option to extend the contract, if it is in the best interest of the CITY, from year to year up to a maximum of three (3) years. Any extension will require a written agreement between the CITY and the CONTRACTOR. 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, or failure of the CITY to fulfill its obligations under this AGREEMENT will be considered as justification for a delay in completion of the WORK.

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

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 performance of this work by the CONTRACTOR, its employees, or subcontractors, or which may in any way result therefor, except that arising out of the negligence or willful and wanton act of the CITY, its officials, employees and volunteers. The CONTRACTOR shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefor or incurred in conjunction therewith, and, if any judgment shall be rendered against the CITY, its officials, agents, employees and volunteers, in any such action, the CONTRACTOR shall, at its own expense, satisfy and discharge the same.

9. 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.

10. The CONTRACTOR will comply with all applicable federal and Illinois statutes, and local ordinances of the CITY and shall operate within and uphold the ordinances, rules and regulations of the CITY while engaged in services herein described. 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. The CONTRACTOR shall conform to all municipal ordinances, rules, or regulations concerning the use of fire hydrants, and the CONTRACTOR shall ensure that fire hydrants remain accessible to the CITY Fire Department at all times. After completion of the PROJECT, 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 PROJECT. The debris is represented to the CONTRACTOR to be non-hazardous, requiring no manifesting or special permitting.

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

12. 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.

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

14. The CONTRACTOR shall indicate to the CITY the information needed for completion of the PROJECT. The CITY shall provide to the CONTRACTOR such information as is available to the CITY and the CITY'S consultants and contractors.

15. 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.

16. 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 PROJECT. The persons designated shall review and respond promptly to all communications received from the other party.

17. 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 Road
Elmhurst, Illinois 60126
Attn: Mr. Thomas P. Borchert, City Manager

b. If to the CONTRACTOR:

SUBURBAN LABORATORIES, INC
4140 Litt Drive
Hillside, Illinois 60162
Attn: H.R. Thomas, President

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.

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

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 provisions of this AGREEMENT shall be so brought in the Circuit Court of Cook County, State of Illinois.

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 Cook County for March 2010 are attached hereto marked as Exhibit "B" 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 PROJECT; 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 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 "C" and made a part hereof.

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

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

Executed by the CITY, this ____ day of _____, 2010.

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

ATTEST:

By _____
Peter P. DiCianni, Mayor

By _____
Patty Spencer, City Clerk

Executed by the CONTRACTOR, this ____ day of _____, 2010.

SUBURBAN LABORATORIES, INC.
4140 Litt Drive
Hillside, Illinois 60162

ATTEST:

By _____
H.R. Thomas, President

By _____

Exhibit "A"

CERTIFICATION FORM

The assurances hereinafter made by Suburban Laboratories, Inc., (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, H.R. Thomas hereby certify that I am the President of Suburban Laboratories, Inc., 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 5 ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;

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

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

(1) Publishing a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
- b. Specifying the actions that will be taken against employees for violations of such prohibition;
- c. Notifying the employee that, as a condition of employment on such Contract, the employee will;
 - i. Abide by the terms of the statement;

- ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (2) Establishing a drug-free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the Contractor's policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance program; and
 - d. the penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement to give a copy of the statement required by Subsection (D)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
- (4) Notifying the 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 Section 15.02 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 Section 15.02 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 Westchester in writing within seven (7) days.

Dated: _____, 2010 Contractor: Suburban Laboratories, Inc.

By _____
H.R. Thomas, President

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that H.R. Thomas, known to me to be the President of the Contractor, appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: _____, 2010 _____
Notary Public

Exhibit "B"

Du Page County Prevailing Wage for June 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 | E | ALL | | 40.200 | 42.450 | 2.0 | 2.0 | 2.0 | 8.700 | 14.04 | 0.000 | 0.500 |
| ORNAMNTL IRON WORKER W | 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 | 8.100 | 8.200 | 0.000 | 1.000 |
| PAINTER SIGNS | | BLD | | 31.740 | 35.640 | 1.5 | 1.5 | 1.5 | 2.600 | 2.540 | 0.000 | 0.000 |
| PILEDRIIVER | | 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 | 9.900 | 12.99 | 0.000 | 1.360 |
| 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 | 9.900 | 12.99 | 0.000 | 1.360 |
| 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 |
| TUCKPOINTER | | BLD | 39.200 | 40.200 | 1.5 | 1.5 | 2.0 | 7.830 | 10.25 | 0.000 | 0.770 |

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (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.

209283-1

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 Turnatrailers or turnapulls 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 "C"

CONTRACT BOND

H. R. Thomas, as 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
SUBURBAN LABORATORIES, INC.

By: _____
H.R. Thomas, President

SURETY

_____ By: _____
(Name of Surety) *(Signature of Attorney-in-Fact)*

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, _____, a Notary Public in and for said county, do hereby certify that
H. R. Thomas, President of Suburban Laboratories, Inc. and

_____ as _____ of _____
(Name of individual signing on behalf of Surety) *(Office of individual signing on behalf of Surety)* *(Name of Surety)*

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of Principal and Surety, appeared before me this day in person and acknowledged respectively, that they signed, sealed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this _____ day of _____ A.D. 2010.

Notary Public

My commission expires _____, _____

R-37-10

**A RESOLUTION APPROVING THE FINAL PLAT OF
RESUBDIVISION OF THE ELM CREEK TOWNHOMES
(Aimco Properties, LLC)**

WHEREAS, the City Council has heretofore adopted an ordinance entitled "The Elmhurst Subdivision Ordinance" ("Subdivision Ordinance"); and

WHEREAS, Aimco Properties, LLC ("Applicant") is the legal owner of certain property legally described on Exhibit A, attached hereto and made a part hereof ("Subject Property"), commonly known as Elm Creek Drive, generally north of Brush Hill Road and west of Prospect Avenue; and

WHEREAS, the City Council has heretofore approved the preliminary plat of resubdivision for the Subject Property; and

WHEREAS, the Applicant has applied for final plat approval of a resubdivision for the Subject Property, said resubdivision to be known as the Final Plat of Resubdivision of Elm Creek Townhomes; and

WHEREAS, on July 10, 2008 and August 14, 2008, the Zoning and Planning Commission conducted public meetings regarding the Applicant's request; and

WHEREAS, on September 17, 2008, the Zoning and Planning Commission issued its decision recommended that the proposed Final Plat of Subdivision be approved; and

WHEREAS, on September 23, 2008, and again on June 15, 2010, the Development, Planning and Zoning Committee of the City Council issued its reports recommending that the proposed Final Plat of Subdivision be approved; and

WHEREAS, the proposed Final Plat of Resubdivision of Elm Creek Townhomes substantially conforms to the Preliminary Plat of Resubdivision; and

WHEREAS, subject to the passage and approval of an ordinance entitled "An Ordinance Rezoning The Rear Portion Of The Property Commonly Known As The Bartucci Medical Property, Located At 300 West Butterfield, And Granting A Variation For The Number Of Dwelling Units For Elm Creek Townhomes" ("Rezoning and Variation Ordinance"), all applicable requirements relating to the approval of a final plat of subdivision have been met.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Elmhurst, DuPage and Cook Counties, Illinois, that the recitals in the preamble hereto are a material part hereof and are hereby incorporated as part of this Resolution.

BE IT FURTHER RESOLVED that the Final Plat of Resubdivision of Elm Creek Townhomes, a copy of which is attached hereto as Exhibit A, is hereby approved, subject to the passage and approval of the Rezoning and Variation Ordinance.

BE IT FURTHER RESOLVED that the Mayor is authorized to sign, and the City Clerk is authorized to attest to, said Plat.

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 – Approving the Final Plat of Resubdivision of Elm Creek Townhomes

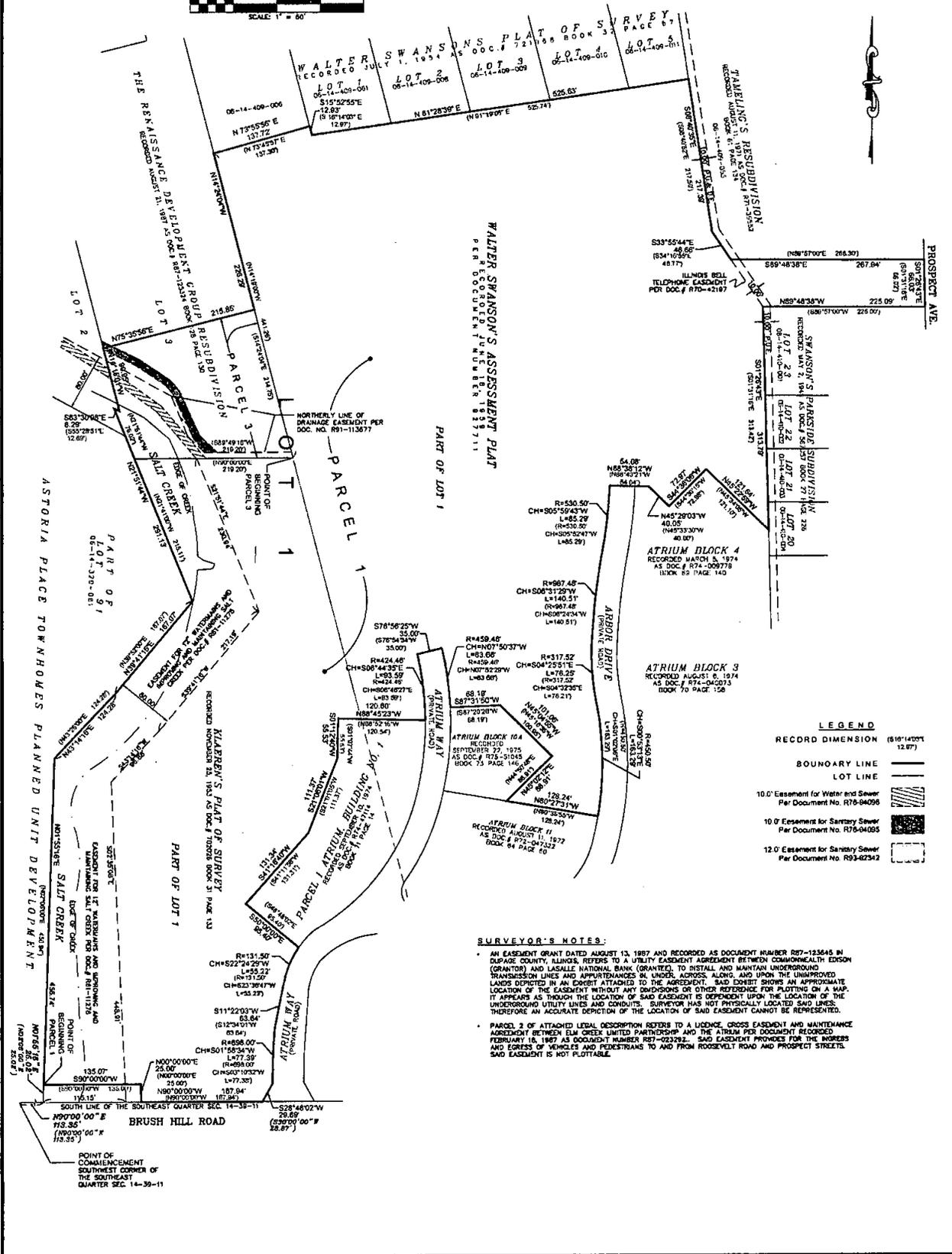
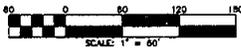
ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendations of the Development, Planning and Zoning Committee, a resolution approving the Final Plat of Resubdivision of Elm Creek Townhomes, subject to the Rezoning and Variation Ordinance.

FINAL PLAT OF SUBDIVISION OF ELM CREEK

OF PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS.



LEGEND

| | |
|----------------------------------|-----------------------|
| RECORD DIMENSION | (810'x1420' 12.87) |
| BOUNDARY LINE | ————— |
| LOT LINE | ————— |
| 10' Easement for Water and Sewer | ————— |
| Per Document No. R78-84096 | |
| 10' Easement for Sanitary Sewer | ————— |
| Per Document No. R78-84095 | |
| 12' Easement for Sanitary Sewer | ————— |
| Per Document No. R93-82342 | |

SURVEYOR'S NOTES:

- AN EASEMENT GRANT DATED AUGUST 13, 1987 AND RECORDED AS DOCUMENT NUMBER R87-123845 IN DUPAGE COUNTY, ILLINOIS, REFERS TO A UTILITY EASEMENT AGREEMENT BETWEEN COMMONWEALTH EDISON (GRANTOR) AND LASALLE NATIONAL BANK (GRANTEE), TO INSTALL AND MAINTAIN UNDERGROUND TRANSMISSION LINES AND APPURTENANCES IN, UNDER, ACROSS, ALONG, AND UPON THE UNAPPROVED LANDS DEPICTED IN AN EXHIBIT ATTACHED TO THE AGREEMENT. SAID EXHIBIT SHOWS AN APPROXIMATE LOCATION OF THE EASEMENT WITHOUT ANY DIMENSIONS OR OTHER REFERENCE FOR PLOTTING ON A MAP. IT APPEARS AS THOUGH THE LOCATION OF SAID EASEMENT IS DEPENDENT UPON THE LOCATION OF THE UNDERGROUND UTILITY LINES AND CONDUITS. SURVEYOR HAS NOT PHYSICALLY LOCATED SAID LINES; THEREFORE AN ACCURATE DEPICTION OF THE LOCATION OF SAID EASEMENT CANNOT BE REPRESENTED.
- PARCEL 2 OF ATTACHED LEGAL DESCRIPTION REFERS TO A LICENSE CROSS EASEMENT AND MAINTENANCE AGREEMENT BETWEEN ELM CREEK LIMITED PARTNERSHIP AND THE ATRIUM PER DOCUMENT RECORDED FEBRUARY 16, 1987 AS DOCUMENT NUMBER R87-023282. SAID EASEMENT PROVIDES FOR THE INGRESS AND EGRESS OF VEHICLES AND PEDESTRIANS TO AND FROM ROOSEVELT ROAD AND PROSPECT STREETS. SAID EASEMENT IS NOT PLOTTABLE.

FINAL PLAT OF SUBDIVISION OF ELM CREEK

OF PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS.

OWNER'S CERTIFICATE

STATE OF _____ }
COUNTY OF _____ }
JSS

I, THE UNDERSIGNED, AS _____ AND AUTHORIZED AGENT OF AMCO HOLDINGS ONE, INC. AS GENERAL PARTNER OF AMCO HOLDINGS, L.P., AS GENERAL PARTNER OF AMCO ELM CREEK, L.P., RECORD OWNER OF THE LAND DESCRIBED ON THE ATTACHED PLAT, AND HAS CAUSED THE SAME TO BE SURVEYED AND CONSOLIDATED AND PLACED AS SHOWN BY THE PLAT FOR THE USES AND PURPOSES AS INDICATED THEREON AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

(SIGNATURE) _____ (TITLE) _____
DATED THIS _____ DAY OF _____ A.D. 20____

SCHOOL DISTRICT STATEMENT

STATE OF _____ }
COUNTY OF _____ }
JSS

I, THE UNDERSIGNED, AS _____ AND AUTHORIZED AGENT OF AMCO HOLDINGS ONE, INC. AS GENERAL PARTNER OF AMCO HOLDINGS, L.P., AS GENERAL PARTNER OF AMCO ELM CREEK, L.P., RECORD OWNER OF THE LAND DESCRIBED ON THE ATTACHED PLAT, HAVE DETERMINED, TO THE BEST OF MY KNOWLEDGE, THE SCHOOL DISTRICTS IN WHICH EACH OF THE FOLLOWING LOTS LIES: LOT 1,

SCHOOL DISTRICT NUMBERS: ELEMENTARY # _____ HIGH SCHOOL # _____

(SIGNATURE) _____ (TITLE) _____
DATED THIS _____ DAY OF _____ 20____

NOTARY CERTIFICATE

STATE OF _____ }
COUNTY OF _____ }
JSS

I, _____, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN STATE AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT ON BEHALF OF SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREON SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____
A.D. 20____ AT _____

NOTARY PUBLIC

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK/DUPAGE }
JSS

APPROVED, BY THE MAYOR AND CITY COUNCIL, OF THE CITY OF ELMHURST, COOK/DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____ 20____

MAYOR _____
ATTEST: CLERK _____

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK/DUPAGE }
JSS

APPROVED, BY THE PLAN COMMISSION OF THE CITY OF ELMHURST, COOK/DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____ 20____

CHAIRMAN

CITY COLLECTOR CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK/DUPAGE }
JSS

I, _____, CITY COLLECTOR OF THE CITY OF ELMHURST, COOK/DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY INSTALLMENTS THEREOF THAT HAVE BEEN APPOINTED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.

DATED THIS _____ DAY OF _____ 20____

CITY COLLECTOR

DUPAGE COUNTY RECORDERS CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }
JSS

THIS INSTRUMENT _____ WAS FILED FOR RECORD IN THE RECORDERS' OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE _____ DAY OF _____ A.D. 20____ AT _____ O'CLOCK _____ M.

AND WAS RECORDED IN BOOK _____ OF PLATS ON PAGE _____

RECORDER OF DEEDS

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }
JSS

I, _____, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT I FIND NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, NO DELINQUENT OR UNPAID SPECIAL ASSESSMENTS, NO RECEIVABLE TAX SALES AGAINST ANY OF THE LAND SHOWN ON THIS PLAT.

GIVEN UNDER MY HAND AND SEAL AT WHEATON, DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____ 20____

COUNTY CLERK, DUPAGE COUNTY, ILLINOIS

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }
JSS

I, BRADLEY A. STROHL, ILLINOIS REGISTERED SURVEYOR NUMBER 35-3086, HEREBY CERTIFY THAT I HAVE SURVEYED, SUBDIVIDED, AND PLATTED THE FOLLOWING DESCRIBED PROPERTY, CONSISTING OF 18.41 ACRES: PARCEL 1: THOSE PARTS OF LOT 1 BLADRON'S PLAT OF SURVEY ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 25, 1987 AS DOCUMENT NUMBER 702090, AND LOT 1 IN WALTER SWANSON'S ASSESSMENT PLAT OF PART OF THE SOUTHEAST QUARTER OF SECTION 14 ACCORDING TO THE PLAT THEREOF RECORDED APRIL 19, 1989 AS DOCUMENT #27711, ALL IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 14; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, 113.35 FEET; THENCE NORTH 02 DEGREES 06 MINUTES 00 SECONDS EAST, 23.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 02 DEGREES 06 MINUTES 00 SECONDS EAST, 458.84 FEET; THENCE NORTH 43 DEGREES 25 MINUTES 00 SECONDS EAST, 124.28 FEET; THENCE NORTH 38 DEGREES 52 MINUTES 00 SECONDS EAST, 187.07 FEET; THENCE NORTH 21 DEGREES 41 MINUTES 00 SECONDS WEST, 215.11 FEET; THENCE NORTH 80 DEGREES 00 MINUTES 00 SECONDS EAST, 219.20 FEET TO THE WEST LINE OF LOT 1 WALTER SWANSON'S ASSESSMENT PLAT; THENCE ALONG THE BOUNDARY OF SAID LOT 1 THE FOLLOWING 10 COURSES, NORTH 14 DEGREES 18 MINUTES 00 SECONDS WEST, 441.26 FEET; THENCE NORTH 51 DEGREES 48 MINUTES 57 SECONDS EAST, 137.30 FEET; THENCE SOUTH 18 DEGREES 44 MINUTES 03 SECONDS EAST, 12.87 FEET; THENCE NORTH 81 DEGREES 19 MINUTES 00 SECONDS EAST, 523.74 FEET; THENCE SOUTH 38 DEGREES 40 MINUTES 52 SECONDS EAST, 217.50 FEET; THENCE SOUTH 34 DEGREES 16 MINUTES 35 SECONDS EAST, 46.77 FEET; THENCE NORTH 80 DEGREES 57 MINUTES 00 SECONDS EAST, 285.30 FEET; THENCE SOUTH 04 DEGREES 18 MINUTES 18 SECONDS EAST, 85.02 FEET; THENCE SOUTH 05 DEGREES 57 MINUTES 00 SECONDS WEST, 225.00 FEET; THENCE SOUTH 01 DEGREE 31 MINUTES 18 SECONDS EAST, 313.42 FEET TO THE BOUNDARY LINE OF ATRUM BLOCK 4 RECORDED MARCH 4, 1974, AS DOCUMENT NUMBER 18174-009778; THENCE ALONG THE BOUNDARY OF SAID ATRUM BLOCK 4 THE FOLLOWING 7 COURSES, NORTH 45 DEGREES 34 MINUTES 05 SECONDS WEST, 121.60 FEET; THENCE NORTH 44 DEGREES 30 MINUTES 15 SECONDS WEST, 72.88 FEET; THENCE NORTH 45 DEGREES 33 MINUTES 30 SECONDS WEST, 40.00 FEET; THENCE NORTH 88 DEGREES 43 MINUTES 3 SECONDS WEST, 164.24 FEET; THENCE ON A CURVE TO THE NORTH, 80.29 FEET; SAID CURVE HAVING A RADIUS OF 536.50 FEET AND A CHORD THAT BEARS SOUTH 05 DEGREES 53 MINUTES 47 SECONDS WEST, 85.30 FEET; THENCE ON A CURVE TO THE LEFT, 140.51 FEET; SAID CURVE HAVING A RADIUS OF 897.48 FEET AND A CHORD THAT BEARS SOUTH 08 DEGREES 24 MINUTES 24 SECONDS WEST, 143.30 FEET; THENCE ON A CURVE TO THE LEFT, 78.21 FEET; SAID CURVE HAVING A RADIUS OF 317.52 FEET AND A CHORD THAT BEARS SOUTH 04 DEGREES 32 MINUTES 43 SECONDS WEST, 78.03 FEET; THENCE ON A WESTERLY BOUNDARY LINE OF SAID ATRUM BLOCK 4 AND THE WESTERLY BOUNDARY LINE OF A RESUBDIVISION OF ATRUM BLOCK 3, ON A CURVE HAVING A RADIUS OF 458.48 FEET AND A CHORD THAT BEARS SOUTH 01 DEGREE 02 MINUTES 00 SECONDS WEST, 182.40 FEET TO THE NORTH LINE OF ATRUM BLOCK 11; THENCE NORTH 80 DEGREES 38 MINUTES 55 SECONDS WEST, ON SAID NORTH LINE, 128.24 FEET TO THE BOUNDARY LINE OF ATRUM OF LOT 1 BOUNDARY LINE OF LOT 1 BOUNDARY LINE OF LOT 1; THENCE NORTH 03 COURSES, NORTH 44 DEGREES 30 MINUTES 48 SECONDS EAST, 89.91 FEET; THENCE NORTH 45 DEGREES 18 MINUTES 35 SECONDS WEST, 106.87 FEET; THENCE NORTH 87 DEGREES 20 MINUTES 28 SECONDS WEST, 68.19 FEET TO THE RIGHT OF WAY LINE OF ATRUM WAY; THENCE ON SAID RIGHT OF WAY LINE ON A CURVE TO THE LEFT, 83.88 FEET; SAID CURVE HAVING A RADIUS OF 458.48 FEET AND A CHORD THAT BEARS NORTH 07 DEGREES 52 MINUTES 28 SECONDS WEST, 83.54 FEET; THENCE SOUTH 78 DEGREES 54 MINUTES 34 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE, 26.00 FEET; THENCE ALONG SAID RIGHT OF WAY LINE ON A CURVE TO THE RIGHT, 62.88 FEET; SAID CURVE HAVING A RADIUS OF 458.48 FEET; THENCE ON SAID RIGHT OF WAY LINE, SOUTH 08 DEGREES 48 MINUTES 27 SECONDS EAST, 83.40 FEET TO THE NORTH LINE OF ATRUM BUILDING NUMBER 15; THENCE ON THE BOUNDARY LINE OF ATRUM BUILDING NUMBER 15 THE FOLLOWING 5 COURSES, NORTH 88 DEGREES 03 MINUTES 18 SECONDS WEST, 123.54 FEET; THENCE SOUTH 01 DEGREE 07 MINUTES 44 SECONDS WEST, 153.53 FEET; THENCE SOUTH 05 DEGREES 05 SECONDS WEST, 115.17 FEET; THENCE SOUTH 41 DEGREES 11 MINUTES 58 SECONDS WEST, 131.31 FEET; THENCE SOUTH 48 DEGREES 48 MINUTES 02 SECONDS EAST, 164.43 FEET TO THE RIGHT OF WAY LINE OF ATRUM WAY; THENCE ON SAID RIGHT OF WAY LINE ON A CURVE TO THE LEFT, 50.23 FEET; SAID CURVE HAVING A RADIUS OF 131.50 FEET AND A CHORD THAT BEARS SOUTH 23 DEGREES 38 MINUTES 47 SECONDS WEST, 54.82 FEET; THENCE SOUTH 12 DEGREES 34 MINUTES 01 SECOND WEST, ALONG SAID RIGHT OF WAY, 62.84 FEET; THENCE ON SAID RIGHT OF WAY LINE ON A CURVE TO THE LEFT, 77.38 FEET; SAID CURVE HAVING A RADIUS OF 668.00 FEET AND A CHORD THAT BEARS SOUTH 03 DEGREES 10 MINUTES 32 SECONDS WEST, 77.35 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST ON SAID RIGHT OF WAY LINE, 28.87 FEET; TO THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 14; THENCE NORTH 88 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG SAID SOUTH LINE, 187.84 FEET; THENCE NORTH 00 DEGREES 00 SECONDS WEST, 55.00 FEET; THENCE SOUTH 80 DEGREES 00 MINUTES 00 SECONDS WEST 135.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2: NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 PURSUANT TO LICENSE CROSS EASEMENT AND MAINTENANCE AGREEMENT RECORDED FEBRUARY 16, 1987 AS DOCUMENT NUMBER 857-023282 IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF LOT 3 IN RENAISSANCE DEVELOPMENT GROUP RESUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 21, 1987 AS DOCUMENT 187-187324 AND CERTIFICATE OF CORRECTION RECORDED NOVEMBER 30, 1987 AS DOCUMENT NUMBER 187-187320, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 89 DEGREES 48 MINUTES 18 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 118.20 FEET TO THE WEST LINE OF SAID LOT 3; THENCE ALONG SAID WEST LINE THE FOLLOWING THREE COURSES: (1) THENCE NORTH 21 DEGREES 51 MINUTE SECONDS WEST, A DISTANCE OF 76.02 FEET; (2) THENCE SOUTH 58 DEGREES 28 MINUTES 51 SECONDS EAST, A DISTANCE OF 12.89 FEET; (3) THENCE NORTH 14 DEGREES 15 MINUTES 02 SECONDS WEST, A DISTANCE OF 90.95 FEET; THENCE NORTH 05 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 216.82 FEET TO THE EAST LINE OF SAID LOT 3; THENCE SOUTH 14 DEGREES 24 MINUTES 04 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 214.75 FEET TO THE POINT OF BEGINNING, CONTAINING 0.83 ACRES, MORE OR LESS.

AS SHOWN THE PLAT HEREON DRAWN WHICH IS A CORRECT AND ACCURATE REPRESENTATION OF SAID SURVEY AND SUBDIVISION, PERMANENT MONUMENTS AND IRON PIPES HAVE BEEN SET IN ACCORDANCE WITH THE CITY OF ELMHURST SURVEYING ORDINANCES AND ALL DISTANCES AND BEARINGS ARE SHOWN THEREON. I FURTHER CERTIFY THAT ALL REGULATIONS ENACTED BY THE CITY PLAN COMMISSION RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN PREPARATION OF THIS PLAT AND THAT PORTIONS OF THE LAND DESCRIBED IN THE ATTACHED LEGAL DESCRIPTION LIE IN FLOOD AREA ZONE "AC" AREAS DESCRIBED AS HAVING A 0.2% ANNUAL CHANCE FLOOD, ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 10 ACRES OR AREAS PROTECTED BY LEVES FROM A 1% ANNUAL CHANCE FLOOD. OTHER PORTIONS OF THE LAND DESCRIBED IN THE ATTACHED LEGAL DESCRIPTION LIE IN SPECIAL FLOOD AREA ZONE "AE"; AREAS DESCRIBED AS HAVING A 1% ANNUAL CHANCE FLOOD (100-YEAR FLOOD), THAT HAS A 1% CHANCE OF BEING EQUALLED OR EXCEEDED IN ANY GIVEN YEAR, POSSESSING A BASE FLOOD ELEVATION OF 662'. REFER TO FIRM MAP NUMBER 170187C0806 A WITH AN EFFECTIVE DATE OF JULY 1, 2004 FOR DETAILS. I FURTHER AUTHORIZE AN AGENT OF THE CITY OF ELMHURST THE AUTHORITY TO RECORD THIS PLAT.

DATED AT WARDENVILLE, ILLINOIS, THIS _____ DAY OF _____ A.D. 2010.

ILLINOIS REGISTERED LAND SURVEYOR NO. 35-3686
EXPRES: NOVEMBER 30, 2010

SCALE: NO SCALE
DATE: 07/01/10
JOB NO: 250005
SHEET 2 OF 2



ENGINEERING
RESOURCE
ASSOCIATES, INC.
CONSULTING ENGINEERS AND ARCHITECTS
A SUBSIDIARY

39741 WEST AVALON, SUITE 1100
WILMINGTON, ILLINOIS 62207
PHONE (618) 391-0000
FAX (618) 391-2172

301 W. STATE STREET, SUITE 201
SPRINGFIELD, ILLINOIS 62761
PHONE (217) 244-8899
FAX (217) 244-8899

AIMCO ELM CREEK, L.P.
1801 SOUTH MEYERS ROAD, SUITE 300
OAKBROOK TERRACE, ILLINOIS 60181

PLAT OF SUBDIVISION
ONE ELM CREEK DRIVE
ELMHURST, ILLINOIS 60126

R - 38 - 2010

**A RESOLUTION AUTHORIZING
THE ISSUANCE OF A NOTICE OF AWARD FOR
THE DEMOLITION OF 149 NORTH ADDISON AVENUE
IN THE CITY OF ELMHURST, ILLINOIS**

WHEREAS, in the opinion of a majority of the corporate authorities of the City of Elmhurst, Illinois, (hereinafter the "City") it is advisable, necessary and in the public interest that the City contract for the demolition and removal of the one-story building located at 149 North Addison Avenue, Elmhurst, Illinois (hereinafter the "Site"), which will include utility disconnections, removal of the foundation to a depth of three (3') feet below grade, backfill voids with stone, and temporary site fencing (hereinafter the "Project"); and

WHEREAS, the City authorized the advertisement of bids for the Project. Pursuant to the authorization a notice soliciting bids was published and plans, specifications and proposal forms (hereinafter the ABid Documents") were made available to prospective bidders; and

WHEREAS, sealed bids were accepted and opened on June 8, 2010; and

WHEREAS, the City received and evaluated bids from six (6) potential contractors; and

WHEREAS, the Public Works and Building Committee has recommended that contract be awarded and that Site Recovery Services, Inc. of Elmhurst, Illinois, (hereinafter "Site Recovery") be found to have provided the lowest responsive bid for the demolition and removal of the one-story building,; and

WHEREAS, Site Recovery has not been disqualified from bidding and its proposal met, without exception, all of the requirements of the Bid Documents.

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of Elmhurst, DuPage and Cook Counties, Illinois, as follows:

Section 1: That the corporate authorities hereby incorporate the foregoing preamble clauses into this resolution.

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the City of Elmhurst contract for the demolition and removal of the one-story building located on the Site.

Section 3: It is hereby determined that Site Recovery has not been disqualified from bidding and its proposal met, without exception, all of the requirements of the Bid Documents.

Section 4: It is hereby determined that the contract be awarded and that the bid proposal of Site Recovery provides the lowest responsible bid for the Project.

Section 5: That the Mayor be and is hereby authorized and directed to execute and the City Clerk be and is hereby authorized and directed to attest and to place the municipal seal on a Notice of Award, attached hereto, marked as Exhibit "A", and made a part hereof, accepting the proposal of Site Recovery for the Project in an amount not to exceed Twenty-Four Thousand Eight Hundred Eighty-Five (\$24,885.00) Dollars.

Section 6: That the Mayor be and is hereby authorized and directed to execute and the City Clerk be and is hereby authorized and directed to attest and to place the municipal seal on a Contract for the Project along with all other written contract documents attached (hereinafter the "Contract"), a copy of which Contract is attached hereto as Exhibit "B" and made a part hereof, PROVIDED that Site Recovery returns to the City said Contract properly executed by Site Recovery along with the proper contract bonds and policies of insurance within fifteen (15) calendar days from the date of the Notice of Award.

COUNCIL ACTION SUMMARY

SUBJECT: Resolution authorizing the issuance of a Notice of Award for the demolition of 149 North Addison Avenue, Elmhurst, Illinois(the "Project")

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Demolition services were bid for the demolition and removal of the one-story building located at 149 North Addison Avenue. There were six contractors that bid for this Project. Site Recovery Services, Inc.'s bid was \$24,885.00, and it was the low bid by \$1,015.00. It is necessary that a resolution be adopted to approve the Notice of Award for the Project.

Section 7: That this resolution shall be in full force and effect upon its passage and approval in accordance with law.

APPROVED: This _____ day of _____, 2010.

Peter P. DiCianni III, Mayor

Adopted this _____ day of _____, 2010.

Ayes: _____ Nays: _____

Patty Spencer, City Clerk

EXHIBIT "A"
NOTICE OF AWARD

TO: Site Recovery Services, Inc.
730 North Larch Avenue
Elmhurst, Illinois 60126

PROJECT DESCRIPTION: City of Elmhurst, Demolition of 149 North Addison Avenue, Elmhurst, Illinois.

THE CITY OF ELMHURST has considered the Proposal submitted by you for the above-described project.

YOU ARE HEREBY NOTIFIED that your Proposal has been accepted for the contract at the prices listed therein, in an amount not to exceed Twenty-Four Thousand Eight Hundred Eighty-Five (\$24,885.00) Dollars.

You are requested to execute the Contract and furnish the required Contract Bond and policies of insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute the Contract and to furnish the required Contract Bond and insurance within fifteen (15) days from the date of this Notice, the City will be entitled to consider all your rights arising out of the City's acceptance of your Proposal as abandoned and as a forfeiture of your rights under this Award. The City 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.

Dated this _____ day of _____, 2010.

CITY OF ELMHURST

ATTEST:

By: _____
Peter P. DiCianni III, Mayor

By: _____
Patty Spencer, City Clerk

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by Site Recovery Services, Inc. of Elmhurst, Illinois, this _____ day of _____, 2010.

SITE RECOVERY SERVICES, INC.

By: _____
Vincent R. Miller, President

EXHIBIT "B"

Contract for the Demolition of
149 North Addison Avenue, Elmhurst, Illinois
By and Between
Site Recovery Services, Inc.
And
The City of Elmhurst, Illinois

CONTRACT

This Contract is made this ____ day of _____, 2010, between the City of Elmhurst, the City, and Site Recovery Services, Inc., the Contractor, for the **Demolition of 149 Addison Avenue, Project 10-20**.

The Contractor hereby agrees as hereinafter set forth:

1. **The Work.** For and in consideration of the payments to be made by the City to the Contractor, and according to the terms of the Contract, the City and the Contractor agree that the Contractor at its own proper cost and expense shall perform all of the work required for the **Demolition of 149 Addison Avenue, Project 10-20**, in the City of Elmhurst, DuPage County, Illinois, and to furnish all materials and labor necessary to complete the Work and in full compliance with all of the terms and the requirements of this agreement in strict compliance with the contract documents, which contract documents are made an essential part of this Contract.

2. **Contract Sum.** The City shall pay the Contractor for the performance of the work, at the lump sum amount set forth in the Contractor's Bid as full compensation for furnishing all the materials, for doing all work contemplated and specified in this contract, for all loss or damage arising out of the nature of the work or from any action of the elements, or from any unforeseen difficulties which may be encountered in the prosecution of the same, for all risks of every description connected with the work, and for well and faithfully completing the work, and the whole thereof, in full compliance with the plans and contract documents, and within the time stated in the bid, hereby made a part of hereof, which time is hereby declared to be of the essence of this contract .

The total contract price is Twenty-Four Thousand Eight Hundred Eighty-Five (\$24,885.00) Dollars.

3. **Contract Time.** The Work will commence expeditiously after the date the City gives the Contractor written notice to proceed. The Contractor shall complete demolition of 149 Addison Avenue by July 23, 2010 unless an extension of time is granted in accordance with the Specifications.

4. **Payments.** The City shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for services performed prior to the termination consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq.*).

5. **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.

6. **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:

Site Recovery Services, Inc.
730 North Larch Avenue
Elmhurst, Illinois
Attn: Vincent R. Miller, 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.

7. **Entire Contract.** This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if attached hereto:

- (a) Addenda, if any (none unless indicated here) _____
- (b) Notice to Bidders and Invitation for Bids
- (c) Instructions to Bidders
- (d) Proposal Bid Bond
- (e) Proposal
- (f) Contractor's Certification
- (g) City of Elmhurst Qualification Forms
- (h) Affidavit of Availability
- (i) Contract Bond
- (j) Contract
- (k) Specifications
- (l) Check Sheet for Recurring Special Provisions
- (m) Bureau of Design and Environment Special Provisions Check Sheet
- (n) Special Provisions
- (o) Exhibits
- (p) Attachments
- (q) Standard Specifications for Road and Bridge Construction adopted January 1, 2007, as amended by the ERRATA to the Standard Specifications for Road and Bridge Construction, adopted January 1, 2007 and revised January 1, 2010; all of the Supplemental Specifications listed in the contract documents and those Recurring Special Provisions and Recurring Local Roads and Streets Special Provisions, adopted January 1, 2010, indicated on the Check Sheet included in the contract documents supplement the Standard Specifications for Road and Bridge Construction, the Bureau of Design and Environment (BDE) Special Provisions, indicated on the Check Sheet included in the contract documents, the Local Roads Special Provisions, LR 105, "Cooperation with Utilities"; LR 107-4, "Insurance"; LR 107-5 "Substance Abuse Prevention Program" and the "Manual for Materials Inspection," January 1, 2007, all issued by the State of Illinois, Department of Transportation and the "National Manual on Uniform Traffic Control Devices for Streets and Highways" (2003 Edition) supplemented by the "Illinois Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways" (2003 Edition) issued by the Illinois Department of Transportation.

This contract represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral.

Noted: Component (q), are separate books that will not be furnished by the City but shall be the responsibility of the Contractor to obtain at its own expense. The documents may be obtained from the Illinois Department of Transportation. See <http://www.dot.state.il.us/dobuisns.html>

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.

8. 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: **Site Recovery Services, Inc.**

By: _____
Peter DiCianni, Mayor

By: _____
Vincent R. Miller, President

Attest:

Attest:

By: _____
Patty Spencer, City Clerk

By: _____
Vincent R. Miller, Secretary

CONTRACT BOND

Site Recovery Services, Inc., as 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
SITE RECOVERY SERVICES, INC.

By: _____
Vincent R. Miller, President

SURETY

(Name of Surety) By: _____
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, _____, a Notary Public
in and for said county, do hereby certify that Vincent R. Miller, President of Site Recovery Services, Inc. and

_____ as _____ of _____
(Name of individual signing on behalf of Surety) (Office of individual signing on behalf of Surety) (Name of Surety)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of Principal and Surety, appeared before me this day in person and acknowledged respectively, that they signed, sealed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this _____ day of _____ A.D. 2010.

Notary Public

My commission expires _____, 2010.