AGENDA
OF BUSINESS TO BE BROUGHT BEFORE THE MEETING
OF THE CITY COUNCIL OF ELMHURST, ILLINOIS, 209 NORTH YORK
MONDAY, DECEMBER 20, 2010
7:30 P.M.

1. **Call to Order /Pledge of Allegiance/Roll Call**

2. **Receipt of Written Communications and Petitions from the Public**

3. **Public Forum**

4. **Consent Agenda**

   a. Minutes of the Regular Meeting Held on Monday, December 6, 2010 (City Clerk Spencer): Approve as published
   b. Minutes of the Executive Session Meeting Held on Monday, December 6, 2010 (City Clerk Spencer): Receive and place on file
   c. Accounts Payable – December 20, 2010 Total $ 1,460,578.64
   d. Appointment to the Elmhurst Library Board – John Morrissey (Mayor DiCianni): Concur with the Mayor's recommendation
   e. Tax Levy and Budget Planning – Aldermen York & Morley (City Manager Borchert): Refer to the Finance, Council Affairs and Administrative Services Committee
   f. O-75-2010 – An Ordinance Authorizing Execution of a Purchase and Sale Agreement for the Eastern Eight (8') Feet of the Property Commonly Described as 153 Addison, Elmhurst, Illinois
   g. ZO-24-2010 – An Ordinance Approving a Series of Text Amendments to the City of Elmhurst Zoning Ordinance
   h. R-70-2010 – A Resolution to Set the Rate for Sewerage Treatment From Illinois American Water Company
   i. R-71-2010 – A Resolution to Approve and Authorize the Execution of a Professional Engineering Services Agreement By and Between Transystems Corporation and the City of Elmhurst
   j. R-72-2010 – A Resolution Accepting a Donation of Securities to Be Held on Behalf of the Elmhurst Public Library, Authorizing the Establishment of a Brokerage Account and Approving and Authorizing the Execution of an Account Agreement and Disclosure Statement With Edward D. Jones & Co., L.P.

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

   a. Appointment to the City Council – Scott Levin (Mayor DiCianni): Concur with the Mayor's recommendation

   b. Updates (Mayor DiCianni)

   c. Status of Progress on Stormwater Comprehensive Plan (City Manager Borchert)

6. **Other Business**

7. **Announcements**

8. **Adjournment**

PLEASE NOTE:

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

MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF THE ELMHURST, ILLINOIS
HELD ON MONDAY, DECEMBER 6, 2010
209 NORTH YORK STREET
ELMHURST, ILLINOIS

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Copies To All
Elected Officials
12/16/10

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MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF ELMHURST, ILLINOIS
HELD ON MONDAY, DECEMBER 6, 2010
209 NORTH YORK STREET
ELMHURST, ILLINOIS

EXECUTIVE SESSION 6:38 P.M. – LAND ACQUISITION & DISPOSITION OF REAL PROPERTY, COLLECTIVE BARGAINING AND THREATENED/IMMINENT LITIGATION

1. Executive session was called to order at 6:35 p.m. by Mayor DiCianni for the purpose of discussing Land Acquisition & Disposition of Real Property, Collective Bargaining and Threatened/Imminent Litigation.

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

Absent: Pat Shea (arrived at 7:02 p.m.), Susan J. Rose (arrived at 6:40 p.m.), Stephen Hipskind (arrived at 7:02 p.m.)

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

Alderman Wagner moved to convene into executive session for the purpose of discussing Land Acquisition & Disposition of Real Property, Collective Bargaining and Threatened/Imminent Litigation. Alderman Healy seconded. Roll call vote:

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

Nays: None

10 ayes, 0 nays, 3 absent
Motion duly carried

Alderman Morley moved to adjourn executive session. Alderman Kennedy seconded. Voice vote. Motion carried. Executive session adjourned at 7:20 p.m.

CALL TO ORDER/PLEDGE OF ALLEGIANCE/ROLL CALL Attendance: 95

2. The Regular Meeting of the Elmhurst City Council was called to order by Mayor DiCianni at 7:37 p.m.

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

Absent: None.

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

RECOGNITION OF COMMUNITY & ELMHURST PUBLIC SAFETY TEAM IN LIFE SAVING EFFORT

3. Police Chief Neubauer joined Mayor DiCianni at the podium to recognize a group of citizens and City Police and Fire first responder staff for going beyond the call of duty and saving a man's life.

On October 25, 2010 Bridget Simkowski out riding her bike came across another citizen, Charles Yardley, who was in distress. She prepped Mr. Yardley for CPR while another resident called 911. Police Officer Guy Schweik was on patrol and stopped to see what was going on. Officer Schweik used his in car automated external defibrillator (AED) with Ms. Simkowski on Mr. Yardley, who was then taken to the hospital by paramedics.

Mr. Yardley, along with others in attendance applauded Ms. Simkowski as she was recognized as an everyday hero.

RECOGNITION OF YORK HIGH SCHOOL CROSS COUNTRY TEAM

4. Mayor DiCianni went to the podium as a PowerPoint introduction of York High School Cross Country Coach, Joe Newton played, highlighting Coach Newton's great ability with young men and the sport of cross country.

Coach Newton joined the Mayor at the podium and presented Mayor DiCianni with a medal from this winning season. Coach Newton reminisced about his 55 years as a coach at York and this, his 27th State Championship.

In honor of the Cross Country Team's State Championship victory, Mayor DiCianni read a proclamation declaring December 6, 2011 *York Community High School Boys Cross Country Day* in the City of Elmhurst. He invited members of the team to the podium to be recognized and receive a copy of the proclamation.

RECEIPT OF WRITTEN COMMUNICATIONS AND PETITIONS FROM THE PUBLIC

5. None.

PUBLIC FORUM

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

Spoke regarding tax increases in Elmhurst over the last two years.

Gilbert Fischer
586 N. Van Auken
Elmhurst, IL 60126

Spoke regarding tax increases in Elmhurst and listed the utility taxes that go to Elmhurst, pleading for Elmhurst to lower taxes.

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

Spoke regarding the Treasurer's report and miscellaneous income of $2.7 million. He also spoke on tax increases in Elmhurst.

Todd Benson
391 River Glen
Elmhurst, IL 60126

Spoke regarding the "Elmhurst Remembers" memorial and the planning of honoring the 10th Anniversary of September 11th with a memorial service to be held on Spring Road on September 11, 2011.

Kathleen Sullivan
133 Pine St.
Elmhurst, IL 60126

Thanked Mayor DiCianni and City Manager Borchert for taking her task force comments of an open and transparent selection of the engineering consultant. She commented on being called "the audience" stating people who attend the meetings should be referred to as taxpayers, citizens, or constituents participating in City government.

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

Spoke against tax increases in Elmhurst.

CONSENT AGENDA

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

a. MINUTES OF THE REGULAR MEETING HELD ON MONDAY, NOVEMBER 15, 2010 (City Clerk Spencer): Approve as published

b. MINUTES OF THE EXECUTIVE SESSION MEETING HELD ON MONDAY, NOVEMBER 15, 2010 (City Clerk Spencer): Receive and place on file

c. MINUTES OF THE EXECUTIVE SESSION MEETING HELD ON MONDAY, NOVEMBER 22, 2010 (City Clerk Spencer): Receive and place on file

d. ACCOUNTS PAYABLE – NOVEMBER 30, 2010 TOTAL $ 2,751,950.33

e. APPOINTMENT TO THE VETERANS MEMORIAL COMMISSION – NORMAN LEADER (Mayor DiCianni): Concur with the Mayor's recommendation

November 15, 2010

To: Members of the City Council
Re: Appointment to the Veterans Memorial Commission- Norman Leader

With your advice and consent, I will appoint Norman Leader to the Veterans Memorial Commission for a term to expire on April 30, 2013. He will be replacing Phillip Jordan who resigned from the Veterans memorial Commission in October, 2009 prior to the expiration of his term in April, 2010.

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

f. LIQUOR LICENSE AMENDMENT REQUEST – ROBERTO'S (Assistant City Manager Kopp): Refer to the Public Affairs and Safety Committee

December 2, 2010

To: Mayor DiCianni and Members of the City Council
Re: Liquor License Amendment Request – Roberto's

Attached please find a request from Roberto's Ristorante & Pizzeria, 483 Spring Rd., wherein they request an amendment to their Class RHA liquor license to include the sale of bottles of wine and spirits from the carry out portion of their restaurant.

Therefore, it is respectfully requested that the City Council authorize the Public Affairs and Safety Committee to review the requested changes in the operating procedures for Roberto's Ristorante & Pizzeria.

Respectfully submitted,
/s/ Michael D. Kopp
Assistant City Manager

g. REPORT – WEST AVENUE LAPP IMPROVEMENTS DESIGN ENGINEERING SERVICES PROPOSAL The following report of the Public Works and Buildings Committee was presented for passage:

November 22, 2010

TO: Mayor DiCianni and Members of the City Council
RE: West Avenue LAPP Improvements Design Engineering Services Proposal

The Public Works and Building Committee met on Monday, November 22, 2010 to discuss a proposal received from TranSystems Corporation for professional engineering services for design of a Local Agency Pavement Preservation (LAPP) project along West Avenue from First Street to Lake Street.

The improvements include removal and replacement of deteriorated sections of curb and gutter, pavement and sidewalks. The final pavement construction will include a three inch (3") grind of the existing concrete and a 3" overlay with asphalt.

TranSystems assisted the City in the preparation of Federal STP funding application. This project received $668,500 in Federal STP funding for construction through the DuPage Mayors and Managers Conference (DMMC). The City of Elmhurst will need to complete Phase I and II engineering in accordance with Illinois Department of Transportation procedures for Federal-Aid projects.

Design engineering services will include the preparation of contract plans, specifications and cost estimates for a June 2011 contract letting through IDOT. The work shall be prepared in accordance with IDOT requirements for LAPP projects including obtaining LAPP approval. The plans and specifications will provide sufficient guidance to the contractor necessary to bid the project, provide the contractor with geometric layout requirements to allow the contractor to establish controls during construction, and include sufficient details for completing the street resurfacing. The plans will be reviewed by the City and IDOT. Coordination with IDOT and FHWA will also be required.

TranSystems has proposed to do this work on a cost plus fixed fee basis with a total cost not to exceed $63,216.86. See attached proposal for consultant services and fees. These rates are consistent with fees for professional services on similar projects. TranSystems has completed similar work for the City in the past on numerous City projects in a satisfactory and professional manner. Monies for this project have been provided in the FY 2010/11 Budget, Account Number 110-6041-432-80-15.

It is, therefore, the recommendation of the Public Works and Building Committee that the Phase II Engineering Proposal from TranSystems Corporation for the West Avenue LAPP Improvements in the amount not to exceed $63,216.86, be accepted, and that the City attorney be authorized to prepare a resolution approving a contract with TranSystems Corporation.

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 – SALT CREEK TRAIL CORRIDOR The following report of the Public Affairs and Safety Committee was presented for passage:

November 22, 2010

To: Mayor DiCianni and Members of the City Council
Re: Salt Creek Trail Corridor

The Public Affairs and Safety Committee met on several occasions, most recently on November 22, 2010 to discuss the traffic study that was performed by Coulter Transportation Consulting, LLC on the Salt Creek Greenway Trail Corridor from Madison Street to the Illinois Prairie Path.

The Committee reviewed the report and asked that City staff meet with Park District staff to discuss recommendations of the Coulter Transportation Consulting plan. The outcome of this meeting was that the Park District will install all trail-related signage and the City will install all street-related signage as follows:

- Install combination bike and ped warning signs facing southbound motorists on Fairview Avenue and westbound motorists on Madison Street.

- Install combination bike/ped warning signs facing southbound motorists on Rex Blvd. and westbound motorists on Crescent St. Install bike/ped protective treatment on the back of existing guardrail.

- Install combination bike/ped warning signs facing northbound motorists on Rex Blvd. and westbound motorists on Prairie Path Lane.

- Install combination bike and ped warning signs facing eastbound motorists on Thomas Street and northbound motorists on Monterey Ave.

- Review the intersections Rex and Montrose and Rex and Vallette to determine if any additional signage/controls are warranted.

- Work with Elmhurst Park District to perform review of Salt Creek Greenway Trail in summer of 2011 and as needed to ensure recommended signage additions are consistent with Greenway trail usage.

It is therefore, the recommendation of the Public Affairs and Safety Committee that the City of Elmhurst accept the report from Coulter Transportation Consulting, LLC and that the City of Elmhurst install all street-related signage as stated above and work with the Elmhurst Park District to ensure that all trail-related signage is completed.

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

i. REPORT – SEWERAGE TREATMENT RATE FOR ILLINOIS AMERICAN WATER COMPANY The following report of the Finance, Council Affairs and Administrative Services Committee was presented for passage:

November 23, 2010

To: Mayor DiCianni and Members of the City Council
Re: Sewerage Treatment Rate for Illinois American Water Company

On November 17, 1975, the City of Elmhurst entered into an agreement with Illinois American Water Company, formerly Citizen's Utility Company of Illinois, for the treatment of sewerage delivered by said company to the North Elmhurst Pumping Station at a rate to be established by resolution. The agreement also requires periodic review of the sewerage treatment rate charged Illinois American Water Company.

The Finance, Council Affairs and Administrative Services Committee met November 22, 2010 to review the current rate and have determined by cost analysis that a rate of $2.618 per thousand gallons for treatment of sanitary sewerage from the Illinois American Water Company system is an adequate and equitable charge.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council approve the new rate of $2.618 per thousand gallons of sewerage delivered by Illinois American Water Company, and authorize the City Attorney to prepare the appropriate resolution.

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

j. REPORT – REVISED DP&Z COMMITTEE REPORT – CASE #10P-07 The following report of the Development, Planning and Zoning Committee was presented for passage:

November 9, 2010
Revised November 22, 2010

TO: Mayor DiCianni and Members of the City Council
RE: Case Number 10 P-07/ City of Elmhurst Zoning Ordinance Text Amendment
Request for Zoning Ordinance Text Amendment, to amend the text of the Elmhurst Zoning Ordinance as follows:
Section 10.2-2, Table I, Class No. 9fff – Delete "Physical Fitness Facilities".
Section 10.2-2, Table I, Class No. 11 – add new "e" Physical Fitness Facilities.
Section 11.6i – Add provision to limit "Political Signs" to 6 square feet in area in Conservation, Residential, Hospital and Office districts (CR, RE, R1, R1A, R2, R3, R4, R5,

HCC, O1 and OIC), 16 square feet in the C1, C2, C4 and C4A districts, and 32 square feet in the C3, I1 and I2 districts.
Section 11.6i – Redefine the number of days a "Political Sign" can be erected prior to an election (due to early voting). ***See Note Below***
Section 13.2 – Modify definition of "Grade" for buildings that do not have a wall adjoining a street.

The Development, Planning and Zoning Committee met on August 23, 2010, September 13, 2010, October 25, 2010 and November 8, 2010 to review the Zoning and Planning Commission report dated July 15, 2010. The City of Elmhurst, as Applicant, is requesting these text amendments to the Zoning Ordinance.

Background:

Section 10.2-2, Table I, Class No. 9fff and Class No. 11 – Currently the Elmhurst Zoning Ordinance requires 4 parking spaces per 1,000 square feet of floor area for "Physical Fitness Facilities". In December of 2009, the DPZ Committee reviewed a request by Alderman Shea and Alderman Leader requesting a change in the Zoning Ordinance to require more parking for physical fitness facilities due to the parking issues at X-Sport Fitness located at Route 83 and North Avenue. This issue was referred to the Zoning and Planning Commission by the Development, Planning and Zoning Committee in December, 2009.

The Zoning Ordinance currently requires 4 parking spaces per 1,000 square feet of floor area for Physical Fitness Facilities. Staff is proposing that the parking requirement for Physical Fitness Facilities be increased to 10 parking spaces per 1,000 square feet of floor area.

The DPZ Committee also recommended that a definition of "Physical Fitness Facilities" be added to the Zoning Ordinance; this proposed definition is addressed in a subsequent case, Case 10P-08.

Section 11.6i – Currently, the Zoning Ordinance permits political signs of any size; the regulation only addresses when the signs can be displayed. These signs are currently allowed 30 days prior to an election, and must be removed within 3 days following the election. Due to early voting, the City Attorney interpreted the 30 days prior to an election to be 30 days prior to the first day of early voting. Early voting starts approximately 18 days prior to an election, which means that these political signs may be displayed up to 50 days prior to an election.

Note: During Zoning and Planning Commission discussion of the regulations limiting the number of days a political sign can be displayed, the State of Illinois Legislature passed House Bill HB3785and the Governor signed it into law on June 3, 2010 as Public Act 96-0904 effective January 1, 2011. This law provides that no municipality may prohibit the display of outdoor political campaign signs on residential property during any period of time. This law limits the concurrent exercise of home rule powers. Therefore, upon advice from the City Attorney, the Zoning and Planning Commission and Development, Planning and Zoning Committee did not discuss the proposed text amendment regarding the number of days a political sign can be displayed – the language in the Zoning Ordinance regarding the number of days a political sign can be displayed will remain as is until directed by the Attorney to amend this provision.

This proposed Zoning Ordinance Text Amendment was recommended by the Zoning and Planning Commission to address both the size and duration of display of these political signs. Staff is recommending that the maximum size of political signs should be 6 square feet in Conservation, Residence, Hospital and Office districts, 16 square feet in the C1, C2, C4 and C4A Districts, and 32 square feet in the C3 Commercial District and the I1 and I2 Industrial Districts. These proposed sign sizes are the same as what is allowed for temporary real estate signs in the respective Zoning Districts.

Section 13.2 – Currently the Zoning Ordinance defines grade for buildings that do not have a wall adjoining a street as follows: "for buildings having no wall adjoining the street, the average level of the finished surface of the ground adjacent to the exterior walls of the building. Any wall approximately parallel to and not more than 5 feet from a street line is to be considered as adjoining a street." Due to the slope of some lots in the City, the Building Department has always measured the height of a building from grade at the center of the wall facing the street. This text amendment compliments existing practices.

Applicant's Request:
Therefore, the City of Elmhurst, as applicant, is requesting the following Zoning Ordinance Text Amendments:

Proposed Text Amendments

Proposed text shown in italics

Section 10.2-2, Table I, Class No. 9 Delete *fff – "Physical Fitness Facilities"*.

Section 10.2-2, Table I, Class No. 11 – add new *"e" "Physical Fitness Facilities"*.

Section 11.6i – "Political Signs – Such signs shall be located entirely on private property pursuant to the owners consent. These signs shall be erected not more than 30 days before the election, and shall be removed within 3 days following such election. *Political Signs shall be limited to six (6) square feet in area in Conservation, Residential and Office districts (CR, RE, R1, R1A, R2, R3, R4, R5, HCC, O1 and O1C), 16 square feet in the C1, C2, C4 and C4A districts, and 32 square feet in the C3, I1 and I2 districts.*

Section 13.2 – Grade a. for buildings having walls adjoining one street only, the elevation of the sidewalk at the center of the wall adjoining the street; b. for buildings having walls adjoining more than one street, the average of the elevations of the sidewalk at the center of all walls adjoining the streets; c. for buildings having no wall adjoining the street, *the elevation of the finished surface of the ground at the center of the wall facing the street. The elevation of the finished surface of the ground shall be determined and established by the City Engineer.* Any wall approximately parallel to and not more than 5 feet from a street line is to be considered as adjoining the street. Where no sidewalk exists, the grade shall be established by the City Engineer.

The Development, Planning and Zoning Committee finds that sufficient evidence was provided to warrant approval of the proposed text amendments. Further, the Development, Planning and Zoning Committee agrees with the recommendations of the Zoning and Planning Commission.

Therefore, it is the recommendation of the Development, Planning and Zoning Committee that the City Council approve this request for Zoning Ordinance Text Amendments as described herein. 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
/s/ Norman Leader

k. O-57-2010 – AN ORDINANCE MAKING APPROPRIATIONS FOR SPECIAL SERVICE AREA NUMBER FIFTEEN OF THE CITY OF ELMHURST FOR THE FISCAL YEAR BEGINNING MAY 1, 2010 AND ENDING APRIL 30, 2011

Ordinance O-57-2010 was presented for passage.

l. O-58-2010 – AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2010, AND ENDING APRIL 30, 2011, IN AND FOR SPECIAL SERVICE AREA NUMBER FIVE OF THE CITY OF ELMHURST

Ordinance O-58-2010 was presented for passage.

m. O-59-2010 – AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2010, AND ENDING APRIL 30, 2011, IN AND FOR SPECIAL SERVICE AREA NUMBER SIX OF THE CITY OF ELMHURST

Ordinance O-59-2010 was presented for passage.

n. O-60-2010 – AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2010 AND ENDING APRIL 30, 2011, IN AND FOR SPECIAL SERVICE AREA NUMBER SEVEN OF THE CITY OF ELMHURST

Ordinance O-60-2010 was presented for passage.

o. O-61-2010 – AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2010, AND ENDING APRIL 30, 2011, IN AND FOR SPECIAL SERVICE AREA NUMBER EIGHT OF THE CITY OF ELMHURST

Ordinance O-61-2010 was presented for passage.

p. O-62-2010 – AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2010, AND ENDING APRIL 30, 2011, IN AND FOR SPECIAL SERVICE AREA NUMBER NINE OF THE CITY OF ELMHURST

Ordinance O-62-2010 was presented for passage.

q. O-63-2010 – AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2010, AND ENDING APRIL 30, 2011, IN AND FOR SPECIAL SERVICE AREA NUMBER TEN OF THE CITY OF ELMHURST

Ordinance O-63-2010 was presented for passage.

r. O-64-2010 – AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2010, AND ENDING APRIL 30, 2011, IN AND FOR SPECIAL SERVICE AREA NUMBER ELEVEN OF THE CITY OF ELMHURST

Ordinance O-64-2010 was presented for passage.

s. O-65-2010 – AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2010, AND ENDING APRIL 30, 2011, IN AND FOR SPECIAL SERVICE AREA NUMBER THIRTEEN OF THE CITY OF ELMHURST

Ordinance O-65-2010 was presented for passage.

t. O-66-2010 – AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2010, AND ENDING APRIL 30, 2011, IN AND FOR SPECIAL SERVICE AREA NUMBER FOURTEEN OF THE CITY OF ELMHURST

Ordinance O-66-2010 was presented for passage.

u. O-67-2010 – AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2010, AND ENDING APRIL 30, 2011, IN AND FOR SPECIAL SERVICE AREA NUMBER FIFTEEN OF THE CITY OF ELMHURST

Ordinance O-67-2010 was presented for passage.

v. O-68-2010 – AN ORDINANCE ABATING THE TAX LEVY FOR THE YEAR 2010 FOR THE PAYMENT OF PRINCIPAL AND INTEREST ACCRUING UPON AN ISSUE OF $10,000,000 GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF ELMHURST DATED OCTOBER 15, 2003

Ordinance O-68-2010 was presented for passage.

w. O-69-2010 – AN ORDINANCE ABATING THE TAX LEVY FOR THE YEAR 2010 FOR THE PAYMENT OF PRINCIPAL AND INTEREST ACCRUING UPON AN ISSUE OF $9,990,000 GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF ELMHURST DATED DECEMBER 1, 2004

Ordinance O-69-2010 was presented for passage.

x. O-70-2010 – AN ORDINANCE ABATING THE TAX LEVY FOR THE YEAR 2010 FOR THE PAYMENT OF PRINCIPAL AND INTEREST ACCRUING UPON AN ISSUE OF $9,065,000 GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF ELMHURST DATED DECEMBER 1, 2005

Ordinance O-70-2010 was presented for passage.

y. O-71-2010 – AN ORDINANCE ABATING THE TAX LEVY FOR THE YEAR 2010 FOR THE PAYMENT OF PRINCIPAL AND INTEREST ACCRUING UPON AN ISSUE OF $9,500,000 GENERAL OBLIGATION CORPORATE PURPOSE BONDS OF THE CITY OF ELMHURST DATED MARCH 1, 2006

Ordinance O-71-2010 was presented for passage.

z. O-72-2010 – AN ORDINANCE ABATING THE TAX LEVY FOR THE YEAR 2010 FOR THE PAYMENT OF PRINCIPAL AND INTEREST ACCRUING UPON AN ISSUE OF $8,170,000 GENERAL OBLIGATION CORPORATE PURPOSE BONDS OF THE CITY OF ELMHURST DATED OCTOBER 1, 2008

Ordinance O-72-2010 was presented for passage.

aa. O-73-2010 – AN ORDINANCE ABATING THE TAX LEVY FOR THE YEAR 2010 FOR THE PAYMENT OF PRINCIPAL AND INTEREST ACCRUING UPON AN ISSUE OF $10,000,000 GENERAL OBLIGATION CORPORATE PURPOSE BONDS OF THE CITY OF ELMHURST DATED MARCH 15, 2009

Ordinance O-73-2010 was presented for passage.

bb. O-74-2010 – AN ORDINANCE ABATING THE TAX LEVY FOR THE YEAR 2010 FOR THE PAYMENT OF PRINCIPAL AND INTEREST ACCRUING UPON AND ISSUE OF $3,700,000 GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF ELMHURST DATED SEPTEMBER 2, 2009

Ordinance O-74-2010 was presented for passage.

cc. ZO-23-2010 – AN ORDINANCE APPROVING A TEXT AMENDMENT TO THE CITY OF ELMHURST ZONING ORDINANCE DEFINING "PHYSICAL FITNESS FACILITIES/HEALTH CLUBS"

Ordinance ZO-23-2010 was presented for passage.

dd. R-69-2010 – A RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD FOR THE PURCHASE OF ONE TWELVE YARD COMBINATION VACUUM SEWER MACHINE

Resolution R-69-2010 was presented for passage.

Alderman Morley moved to approve the contents of the Consent Agenda. Alderman Rose seconded. Roll call vote:

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

Nays: None

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

REPORTS AND RECOMENDATIONS OF APPOINTED AND ELECTED OFFICIALS

8. a. UPDATES (Mayor DiCianni)

Mayor DiCianni reported City of Elmhurst residents received $2.1 million in FEMA relief money. Mayor DiCianni thanked our local, county, state and federal officials for their efforts.

b. STATUS OF PROGRESS ON STORMWATER COMPREHENSIVE PLAN (City Manager Borchert)

City Manager Borchert reported the four workshops have been completed and are on the City website. He announced ComEd will give a PowerPoint presentation on their distribution of service on Monday, December 13 at a Committee of the Whole meeting at 7:00 p.m.

City Manager Borchert reported the selection committee will meet on Friday, December 10, 2010 with the four engineering firm finalists. He stated one finalist will be chosen to work on the Stormwater Comprehensive Plan.

Mayor DiCianni stated the July storm event brought $320 million of relief to the State of Illinois.

c. CITY OF ELMHURST/ADDISON LLC PARTNERSHIP STATUS (City Manager Borchert & Addison LLC)

City Manager Borchert stated there will be a PowerPoint presentation on the Addison LLC Project/ Central Business District for the City Council tonight that will appear on the City website under Economic Development. The PowerPoint reviewed the following:

Addison LLC Project
Central Business District
TIF I: Adoption
- Conditions identified
- General Goals of Redevelopment Plan
- Redevelopment Tools to Compliment TIF

TIF II: Amended
- Intergovernmental Agreement with District #205

Addison LLC Project
- Phase I Completed
- First Street at Larch Avenue Parking Deck
- Phase II City of Elmhurst & Addison LLC a Public/Private Partnership

Original Partnership Agreement
- Parking Garage & Ground Floor Retail
- Site Plans with Property Lines
- Parking Garage, Office & Ground Floor Retail Summary

Another Option
- Parking Garage, Office, Ground Floor Retail
- Summary
- Next Steps
  - Finalize conceptual Design
  - Complete Permit Documents
  - Obtain Planning & Zoning Variance (if required)

City Manager Borchert introduced Mr. Brad Danneger of ARCO/Murray, Mr. David Hollingsworth of DEVCom and Mr. Dan Hiffman of NAI Hiffman. The City Manager asked them to give their presentation on Phase II of the project, reviewing floor plan and another option.

City Manager Borchert thanked the private side partners.

Questions from the Council were asked to the Addison LLC team regarding their presentation.

Mayor DiCianni thanked the team for coming and giving their presentation.

ORDINANCES

9. a. O-56-2010 – AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2010 AND ENDING APRIL 30, 2011 OF THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS

Ordinance O-56-2010 was presented for passage.

Alderman Hipskind moved to approve item **9a. O-56-2010 – An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2010 and Ending April 30, 2011 of the City of Elmhurst, DuPage and Cook Counties, Illinois**. Alderman York seconded.

Alderman Pezza stated after some analysis while reviewing the upcoming TIF Review Board meeting notes, she discovered $375,000 that could be put in the Working Cash Fund.

Alderman Pezza moved to amend item **9a. O-56-2010 – An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2010 and Ending April 30, 2011 of the City of Elmhurst, DuPage and Cook Counties, Illinois** to change $15,565,952 minus $375,000 to $15,199,952 in the ordinance. Alderman Bram seconded.

Alderman Bram asked City Manager Borchert if he could comment in regards to the money that was loaned and due back to Elmhurst.

City Manager Borchert recalled the short-term loam from TIF I to TIF II for the School District. He stated the City staff has reviewed all of this in their recommendation for a tax increase. He stated it's not his recommendation to do what Alderman Pezza suggested.

Discussion ensued.

Alderman Mulliner asked City Attorney Storino if the Council can change the ordinance and vote on it.

City Attorney Storino stated if this motion passed, the ordinance will be voted on in two weeks.

Alderman Pezza asked City Attorney Storino if it was okay for the tax to be levied even though a loan is to be paid to the City.

City Attorney Storino stated he didn't know of any illegality.

Discussion ensued regarding changing the ordinance levy amount.

Alderman Rose stated to pass the amended motion without further information would be an irresponsible act without further information. She stated she could possibly support to further delay the motion to obtain more information if City Attorney Storino says that action can be done.

City Attorney Storino suggested if more information is wanted, the Council could call a special meeting next Monday. He stated the last day to file a tax levy with the County is the last Tuesday of December (12/28).

Discussion ensued.

Alderman Rose moved to postpone item **9a. O-56-2010 – An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2010 and Ending April 30, 2011 of the City of Elmhurst, DuPage and Cook Counties, Illinois** to a date certain of December 13, 2010.

City Attorney Storino stated the only discussion at this point can be on the date.

Alderman Morley asked is Alderman Pezza's motion a subsidiary motion.

Discussion ensued.

Alderman Healy began to discuss the amended motion.

Alderman Bram, point of order, the amended motion is not a topic for discussion at this point, Council may only discuss the postponement.

Alderman Rose withdrew her motion to postpone the vote on item **9a. O-56-2010 – An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2010 and Ending April 30, 2011 of the City of Elmhurst, DuPage and Cook Counties, Illinois** to a date certain of December 13, 2010.

Discussion resumed regarding the amended motion.

Alderman Rose moved to call the question. Alderman Leader seconded. Roll call vote to call the question:

Ayes: Leader, Rose, Shea, Hipskind, York, Healy, Kennedy, Wagner

Nays: Gutenkauf, Pezza, Bram, Morley, Mulliner

Results: 8 ayes, 5 nays, 0 absent
Motion failed

Alderman Bram stated he doesn't see a problem in postponing. He stated he would like to know when the loan will be paid back.

Alderman Rose, point of order, stated her motion to postpone has been withdrawn.

Alderman Bram moved to postpone item **9a. O-56-2010 – An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2010 and Ending April 30, 2011 of the City of Elmhurst, DuPage and Cook Counties, Illinois** for one week. Alderman Gutenkauf seconded.

Alderman Leader asked about the time frame for abatements.

City Attorney Storino stated after a levy, abatements can be done until mid-February.

Discussion resumed.

Roll call vote to postpone item **9a. O-56-2010 – An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2010 and Ending April 30, 2011 of the City of Elmhurst, DuPage and Cook Counties, Illinois** for one week

Ayes: Bram, Gutenkauf, Pezza, Shea

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

Results: 4 ayes, 9 nays, 0 absent
Motion failed

Discussion resumed on the amended motion.

Roll call vote to amend item **9a. O-56-2010 – An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2010 and Ending April 30, 2011 of the City of Elmhurst, DuPage and Cook Counties, Illinois** to change $15,565,952 minus $375,000 to $15,199,952 in the ordinance:

Ayes: Pezza, Bram, Gutenkauf, , Shea

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

Results: 4 ayes, 9 nays, 0 absent
Motion failed

Roll call vote to approve item **9a. O-56-2010 – An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2010 and Ending April 30, 2011 of the City of Elmhurst, DuPage and Cook Counties, Illinois**:

Ayes: Hipskind, York, Healy, Morley, Kennedy, Mulliner, Wagner, Gutenkauf, Leader, Rose

Nays: Pezza, Shea, Bram

Results: 10 ayes, 3 nays, 0 absent
Motion carried

OTHER BUSINESS

10. Alderman Mulliner requested City manager Borchert put a memo together regarding the TIF II transfer that was discussed.

City Manager Borchert stated it will be in Thursday's packet.

Alderman Pezza clarified for the record that she is on the City Council to represent the City and her questioning of a line item is for the benefit of the taxpayers.

Alderman Rose asked if that was other business to be voted on.

Mayor DiCianni stated no, that was a comment.

Alderman Rose stated she represents that 3rd Ward.

ANNOUNCEMENTS

11. Mayor DiCianni announced Fire Stations #1 & #2 are sponsoring a *Toy Express* until December 23, 2010, a drop-off box is located on the first floor at City Hall.

Mayor DiCianni announced that DuPage County Board Chairman, Dan Cronin's annual coat drive will be held until December 18, 2010.

Alderman Kennedy announced that on Friday, December 10, 2010 the Stormwater Comprehensive Plan Engineering Firm Selection Committee will interview the following short-listed firms: Baxter Woodman, Christopher B. Burke Engineering Ltd., Engineering Resource Associates Inc. and V3/CDM/Wunderlich-Malec. The selection committee will then choose one firm to present to the City Council.

ADJOURNMENT

12. Alderman Morley moved to adjourn the meeting. Alderman Leader seconded. Voice vote. Motion carried. Meeting adjourned 10:03 p.m.

Peter P. DiCianni III, Mayor

Patty Spencer, City Clerk

CITY OF ELMHURST

ACCOUNTS PAYABLE SUMMARY SHEET

DECEMBER 20, 2010

	REGULAR	INTERIM	TOTAL
CHECKS			
GENERAL FUND	$741,931.40	110,397.80	$852,329.20
LIBRARY FUND	271.68	402.35	674.03
STORMWATER	63,108.47	11,615.00	74,723.47
REDEVELOPMENT	179,590.61	-	179,590.61
INDUSTRIAL DEVELOPMENT	233.33	-	233.33
RT 83 COMMERCIAL DEVELOPMENT	16.67	-	16.67
B & I 2006 REVENUE BONDS	175.00	-	175.00
MUNICIPAL UTILITY FUND	339,225.01	693.86	339,918.87
PARKING REVENUE SYSTEM FUND	12,917.46	-	12,917.46
	1,337,469.63	123,109.01	1,460,578.64

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 DECEMBER 20, 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.

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
0018898	ABCO ELECTRICAL CONST/DESIGN							
4762	003504		01	12/20/2010	530-0088-503.80-19	PARKING IMPROVEMENTS	2,350.00	
						VENDOR TOTAL *	2,350.00	
0000009	ACE HARDWARE							
273184	003585		01	12/20/2010	110-7060-451.60-44	EXHIBIT SUPPLIES	21.54	
						VENDOR TOTAL *	21.54	
0010266	ACME TRUCK BRAKE & SUPPLY							
1203330171	003033		01	12/20/2010	110-6047-512.50-16	TRK/PARTS PW52/STOCK	196.60	
1203270173	003034		01	12/20/2010	110-6047-512.50-16	WASHER SOLVENT	60.00	
						VENDOR TOTAL *	256.60	
0007248	ACTION FENCE							
16109	003210		01	12/20/2010	510-6057-502.50-01	GATE REPAIR	165.60	
						VENDOR TOTAL *	165.60	
0002416	ADDISON AUTO INTERIORS							
10311	003027		01	12/20/2010	110-6047-512.50-02	SEAT REPAIR/PW15	75.00	
						VENDOR TOTAL *	75.00	
0000803	AIR ONE EQUIP, INC							
70689	003078		01	12/20/2010	110-4020-422.40-21	FOAM	198.00	
70555	003079		01	12/20/2010	110-4020-422.50-08	GAUGE REPLACEMENT	28.00	
						VENDOR TOTAL *	226.00	
0007472	AIRGAS NORTH CENTRAL							
105555092	003522		01	12/20/2010	110-6047-512.40-98	SUPPLIES	421.20	
						VENDOR TOTAL *	421.20	
0019010	AL PIEMONTE FORD SALES, INC							
488280	003441		01	12/20/2010	110-6047-512.50-16	PD-17	123.76	
488245	003442		01	12/20/2010	110-6047-512.50-16	PD-17	20.83	
						VENDOR TOTAL *	144.59	
0000016	ALEXANDER EQPT CO INC							
73275	003077		01	12/20/2010	110-4020-422.50-08	CHAINSAW REPAIR	269.60	
						VENDOR TOTAL *	269.60	
0004999	ALLIANCE PLBG & SEWER							
NOV 2010	002986		01	12/20/2010	110-4025-424.30-12	PLUMBING INSPECTIONS	3,915.10	
NOV 2010	002987		01	12/20/2010	110-4025-424.30-12	MEETING FEES	20.00	
						VENDOR TOTAL *	3,935.10	
0016250	ALLIED GARAGE DOOR INC							
0000015798	002918		01	12/20/2010	110-5030-421.50-01	DOOR REPAIR	773.50	
						VENDOR TOTAL *	773.50	
0000078	ALLIED WASTE/REPUBLIC #551							

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
0000078	ALLIED WASTE/REPUBLIC #551							
551-008287933	002949		01	12/20/2010	110-6045-441.30-65	REFUSE COLLECTION	244,896.35	
551-008287933	003212		01	12/20/2010	110-6045-441.30-83	NOV REFUSE COLLECTION	6,720.00	
0551-008291774	003562		01	12/20/2010	110-6045-441.30-65	WASTE DISPOSAL	1,093.18	
						VENDOR TOTAL *	252,709.53	
0013773	ALMAGUER, VICTOR							
11/18/2010	002915		01	12/20/2010	110-5030-421.60-05	EXPENSE REIMBURSEMENT	23.50	
						VENDOR TOTAL *	23.50	
0013770	ALPINE SAP, INC - CAROL STREAM							
5156	003188		01	12/20/2010	510-6050-501.30-52	RPZ TESTING	1,885.00	
5154	003189		01	12/20/2010	510-6050-501.30-52	RPZ TESTING	2,932.50	
5155	003190		01	12/20/2010	510-6050-501.30-52	RPZ TESTING	765.00	
						VENDOR TOTAL *	5,582.50	
0005297	AMERICAN CHARGE SERVICE							
12/06/2010	003586		01	12/20/2010	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	503.25	
						VENDOR TOTAL *	503.25	
0013022	AMERIGAS - PALATINE							
5356-452731A	003452		01	12/20/2010	110-6047-512.40-98	OTHER SUPPLIES	256.29	
						VENDOR TOTAL *	256.29	
0006708	AMLINGS FLOWERLAND							
4116670	003463		01	12/20/2010	110-5030-421.60-98	FLORAL	80.94	
						VENDOR TOTAL *	80.94	
0007213	APWA - CHICAGO METRO CHAPTER							
22	003532		01	12/10/2010	510-6050-501.60-11	SEMINAR REGISTRATIONS	CHECK #: 139844	160.00
						VENDOR TOTAL *	.00	160.00
0012228	ARCO MECHANICAL EQPT SALES							
11655	003081		01	12/20/2010	110-4020-422.40-75	GAS DETECTION CALIBRATION	390.00	
						VENDOR TOTAL *	390.00	
0018294	ARCO/MURRAY							
552	003506		01	12/20/2010	530-0088-503.80-19	PARKING IMPROVEMENTS	1,240.36	
						VENDOR TOTAL *	1,240.36	
0000039	ARROW UNIFORM							
07-361665	002998		01	12/20/2010	110-6041-432.40-62	UNIFORM SUPPLIES	104.00	
07-364207	003590		01	12/20/2010	110-6041-432.40-62	UNIFORM SUPPLIES	104.00	
07-361665	002999		01	12/20/2010	510-6052-501.40-62	UNIFORM SUPPLIES	104.00	
07-364207	003591		01	12/20/2010	510-6052-501.40-62	UNIFORM SUPPLIES	104.00	
						VENDOR TOTAL *	416.00	
0000095	AT & T MOBILITY							
287025291896X10002917			01	12/20/2010	110-4020-422.30-75	MONTHLY PHONE	120.88	

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
0000095	AT & T MOBILITY							
287025291896X11003498			01	12/20/2010	110-4020-422.30-75	MONTHLY PHONE	273.03	
287025291896X10002916			01	12/20/2010	110-5030-421.30-75	MONTHLY PHONE	104.38	
287025291896X11003497			01	12/20/2010	110-5030-421.30-75	MONTHLY PHONE	228.04	
						VENDOR TOTAL *	726.33	
0012277	AT&T							
63094131383002	002912		01	12/20/2010	110-1001-411.30-75	MONTHLY PHONE	10.68	
63029919307818	002898		01	12/20/2010	110-2008-413.30-98	MONTHLY PHONE	226.31	
63029919617851	002899		01	12/20/2010	110-2008-413.30-98	MONTHLY PHONE	226.31	
70822603019681	002895		01	12/20/2010	110-4020-422.30-75	MONTHLY PHONE	115.78	
63022613552388	002901		01	12/20/2010	110-4020-422.30-75	MONTHLY PHONE	290.47	
70822603773592	002906		01	12/20/2010	110-4020-422.30-75	MONTHLY PHONE	142.74	
63094177985546	003219		01	12/20/2010	110-4020-422.30-75	MONTHLY PHONE	83.48	
84727365350170	002896		01	12/20/2010	110-4021-425.30-75	MONTHLY PHONE	222.28	
63022655290673	002775		01	12/20/2010	110-5030-421.30-75	MONTHLY PHONE	242.32	
63022603952325	002902		01	12/20/2010	110-5030-421.30-75	MONTHLY PHONE	35.97	
70822603942320	002908		01	12/20/2010	110-5030-421.30-75	MONTHLY PHONE	142.74	
63094112299292	003218		01	12/20/2010	110-5030-421.30-75	MONTHLY PHONE	26.03	
70822611450803	002778		01	12/20/2010	110-6040-431.30-75	MONTHLY PHONE	686.72	
63029950633668	002892		01	12/20/2010	110-6040-431.30-75	MONTHLY PHONE	113.81	
63029950643667	002893		01	12/20/2010	110-6040-431.30-75	MONTHLY PHONE	137.61	
63029979019998	002894		01	12/20/2010	110-6040-431.30-75	MONTHLY PHONE	241.26	
70822613280851	002909		01	12/20/2010	110-6040-431.30-75	MONTHLY PHONE	115.78	
63083402982045	003041		01	12/20/2010	110-6040-431.30-75	MONTHLY PHONE	66.39	
630R0605979200	002779		01	12/20/2010	110-6046-418.50-01	MONTHLY PHONE	109.70	
630R0608273403	002897		01	12/20/2010	110-6046-418.50-01	MONTHLY PHONE	109.70	
70822611762223	003533		01	12/20/2010	110-7060-451.30-98	MONTHLY PHONE	115.78	
70822611450803	002777		01	12/20/2010	510-6052-501.30-75	MONTHLY PHONE	343.37	
70822611739932	002910		01	12/20/2010	510-6052-501.30-75	MONTHLY PHONE	194.11	
70822611450803	002776		01	12/20/2010	510-6055-502.30-75	MONTHLY PHONE	343.37	
70822603793590	002907		01	12/20/2010	510-6055-502.30-75	MONTHLY PHONE	142.74	
63094131383002	002911		01	12/20/2010	510-6055-502.30-75	MONTHLY PHONE	10.68	
						VENDOR TOTAL *	4,496.13	
0018177	BARTELS CONSULTING, KEN							
12/08/2010	003535		01	12/20/2010	110-1001-411.30-52	PROFESSIONAL SVCS	832.50	
12/08/2010	003536		01	12/20/2010	110-3015-414.30-12	PROFESSIONAL SVCS	1,665.00	
12/08/2010	003534		01	12/20/2010	110-7060-451.30-52	PROFESSIONAL SVCS	1,192.50	
						VENDOR TOTAL *	3,690.00	
0008569	BATTERIES PLUS							
288-207346	003524		01	12/20/2010	110-4020-422.40-98	SUPPLIES	140.34	
288-206087	003023		01	12/20/2010	110-6044-435.40-98	KEYLESS ENTRY SYSTEM	26.99	
						VENDOR TOTAL *	167.33	
0000059	BERGHEGER, BRIAN-PETTY CASH							
11/04-12/06/10	003575		01	12/20/2010	110-7060-451.60-44	PETTY CASH REIMBURSEMENT	14.00	
11/04-12/06/10	003576		01	12/20/2010	110-7060-451.60-54	PETTY CASH REIMBURSEMENT	92.15	

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
0000059	BERGHEGER, BRIAN-PETTY CASH							
11/04-12/06/10	003577		01	12/20/2010	110-7060-451.60-65	PETTY CASH REIMBURSEMENT	5.99	
11/04-12/06/10	003578		01	12/20/2010	110-7060-451.60-54	PETTY CASH REIMBURSEMENT	60.30	
11/04-12/06/10	003579		01	12/20/2010	110-7060-451.60-98	PETTY CASH REIMBURSEMENT	8.98	
						VENDOR TOTAL *	181.42	
0013075	BERKELEY TRUCKING INC							
35506	003356		01	12/20/2010	510-6052-501.30-81	HAULING SVCS	1,575.00	
35507	003357		01	12/20/2010	510-6052-501.40-57	STONE	2,737.50	
						VENDOR TOTAL *	4,312.50	
0010307	BEST QUALITY CLEANING INC							
39901	003006		01	12/20/2010	110-6046-418.30-14	CLEANING SVCS	5,825.00	
39901	003007		01	12/20/2010	510-6057-502.30-14	CLEANING SVCS	320.00	
						VENDOR TOTAL *	6,145.00	
0017368	BIOVIR LABORATORIES, INC							
102103	003207		01	12/20/2010	510-6057-502.30-33	LAB TESTING	615.03	
						VENDOR TOTAL *	615.03	
0004427	BISHOP, JANET							
2009	002980		01	12/20/2010	110-0000-311.01-90	PROPERTY TAX REBATE	68.61	
2009	002981		01	12/20/2010	110-0000-311.01-90	PROPERTY TAX REBATE	12.17	
2009	002982		01	12/20/2010	210-0000-311.01-90	PROPERTY TAX REBATE	4.20	
						VENDOR TOTAL *	84.98	
0004998	BLUE TARA							
000062209	UT		01	12/20/2010	510-0000-113.02-00	UB CR REFUND	6.64	
						VENDOR TOTAL *	6.64	
0016295	BONNELL INDUSTRIES INC							
0129854-IN	003035		01	12/20/2010	110-6042-433.50-16	TRK/PARTS PW51	235.00	
0129855-IN	003036		01	12/20/2010	110-6042-433.50-16	PLOW MOTOR	1,096.34	
						VENDOR TOTAL *	1,331.34	
0016697	BORDIGNON, ANTHONY							
11/17-11/30/10	002941		01	12/20/2010	110-0086-453.30-52	CATV PROF SVCS	137.50	
						VENDOR TOTAL *	137.50	
0001899	BRISTOL HOSE & FITTING MAIN WAREHSE							
00256925	003037		01	12/20/2010	110-6042-433.50-16	SNOW PARTS/STOCK	144.10	
						VENDOR TOTAL *	144.10	
0007057	BROADCAST PRODUCTION SERVICES INC							
11/17-11/30/10	002944		01	12/20/2010	110-0086-453.30-52	CATV PROF SVCS	352.75	
						VENDOR TOTAL *	352.75	
0014533	BROOK ELECTRICAL DISTRIBUTION							
S2354020.002	003021		01	12/20/2010	110-6044-435.40-71	HANDHOLE/COVERS	213.36	

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0014533	BROOK ELECTRICAL DISTRIBUTION							
						VENDOR TOTAL *	213.36	
0016427	BROTHERS ASPHALT PAVING							
7	003595		01	12/20/2010	110-6041-432.80-15	2010 CONTRACT PAVING PROG	47,652.35	
1	003594		01	12/20/2010	110-6048-513.80-34	GLADYS AVE SIDEWALKS	52,636.75	
						VENDOR TOTAL *	100,289.10	
0000084	BURGIN, DENNIS							
11/17-11/30/10	002947		01	12/20/2010	110-0086-453.30-52	CATV PROF SVCS	684.75	
11/26/2010	002948		01	12/20/2010	110-0086-453.30-52	PROFESSIONAL SVCS	174.00	
						VENDOR TOTAL *	858.75	
0009267	C J C AUTO PARTS & TIRES							
713946	003026		01	12/20/2010	110-6047-512.50-16	BRAKE CLEAN/DEGREASER	288.72	
						VENDOR TOTAL *	288.72	
0019387	CANNONBALL MECHANICAL							
21642	003087		01	12/20/2010	110-4020-422.50-01	HEATING SYSTEM REPAIR	683.96	
						VENDOR TOTAL *	683.96	
0017032	CARDSDIRECT LLC							
495406	002921		01	12/20/2010	110-5030-421.40-33	CARDS	80.10	
						VENDOR TOTAL *	80.10	
0005661	CARGILL INC							
2968980	003561		01	12/20/2010	110-6042-433.40-46	SALT	20,974.17	
						VENDOR TOTAL *	20,974.17	
0008716	CASE LOTS INC							
028206	003297		01	12/20/2010	110-6041-432.40-98	SUPPLIES	35.85	
028206	003298		01	12/20/2010	110-6043-434.40-98	SUPPLIES	35.85	
028206	003299		01	12/20/2010	110-6044-435.40-98	SUPPLIES	35.85	
028206	003301		01	12/20/2010	110-6047-512.40-24	SUPPLIES	107.55	
028206	003300		01	12/20/2010	510-6052-501.40-98	SUPPLIES	35.85	
028206	003302		01	12/20/2010	510-6057-502.40-24	SUPPLIES	107.55	
						VENDOR TOTAL *	358.50	
0013254	CCP INDUSTRIES INC							
IN00609663	003231		01	12/20/2010	110-5030-421.40-98	SUPPLIES	306.88	
						VENDOR TOTAL *	306.88	
0007069	CDW GOVERNMENT INC							
VRD7154	003615		01	12/20/2010	110-2008-413.40-72	TAPE DRIVE	764.03	
VQV3506	003616		01	12/20/2010	110-2008-413.40-72	TAPES	170.96	
						VENDOR TOTAL *	934.99	
0010588	CENTRAL PARTS WAREHOUSE							
150061A	003440		01	12/20/2010	110-6042-433.50-16	PW-15 PLOW PARTS	401.14	

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0010588	CENTRAL PARTS WAREHOUSE							
						VENDOR TOTAL *	401.14	
0012836	CERTIFIED FLEET SERVICES, INC							
I10940	003090		01	12/20/2010	110-4020-422.50-08	ANNUAL AERIAL TEST	575.00	
						VENDOR TOTAL *	575.00	
0002183	CHICAGO CENTRAL PACIFIC RAILROAD							
12/09/10	003600		01	12/20/2010	110-6048-513.80-34	SIDEWALK IMPROVEMENTS	4,000.00	
						VENDOR TOTAL *	4,000.00	
0014402	CHICAGO PARTS & SOUND LLC							
372682	003360		01	12/20/2010	110-6047-512.50-16	TRK/PARTS T-4	175.94	
372948	003361		01	12/20/2010	110-6047-512.50-16	RETURNED MERCHANDSIE	75.00-	
373918	003458		01	12/20/2010	110-6047-512.50-16	PARTS/SUPPLIES	279.30	
						VENDOR TOTAL *	380.24	
0003457	CHICAGO SUN-TIMES - INNOVATION WAY							
2410019197	003088		01	12/20/2010	110-4020-422.60-98	SUBSCRIPTION	133.64	
						VENDOR TOTAL *	133.64	
0005086	CHICAGO TITLE INSURANCE							
976 HAWTHORNE	002904		01	12/02/2010	305-6041-432.80-22	DEED & TITLE RECORDING	CHECK #: 139840	1,040.00
						VENDOR TOTAL *	.00	1,040.00
0004998	COLDWELL BANKER							
000064513	UT		01	12/20/2010	510-0000-113.02-00	UB CR REFUND	107.92	
						VENDOR TOTAL *	107.92	
0000114	COM ED							
8409121006	003339		01	12/20/2010	110-4022-423.30-24	MONTHLY ELECTRIC	35.00	
6729081007	003340		01	12/20/2010	110-4022-423.30-24	MONTHLY ELECTRIC	26.71	
8327608004	003486		01	12/20/2010	110-4022-423.30-24	MONTHLY ELECTRIC	33.99	
0809054019	002913		01	12/20/2010	110-6044-435.30-24	MONTHLY ELECTRIC	1,730.17	
0055090072	003042		01	12/20/2010	110-6044-435.30-24	MONTHLY ELECTRIC	39.19	
8234047019	003217		01	12/20/2010	110-6044-435.30-24	MONTHLY ELECTRIC	74.03	
0477145001	003327		01	12/20/2010	110-6044-435.30-24	MONTHLY ELECTRIC	179.49	
8745265005	003328		01	12/20/2010	110-6044-435.30-24	MONTHLY ELECTRIC	68.79	
1843000001	003330		01	12/20/2010	110-6044-435.30-24	MONTHLY ELECTRIC	15.15	
8745264008	003331		01	12/20/2010	110-6044-435.30-24	MONTHLY ELECTRIC	15.15	
8157271002	003332		01	12/20/2010	110-6044-435.30-24	MONTHLY ELECTRIC	394.75	
8634040009	003333		01	12/20/2010	110-6044-435.30-24	MONTHLY ELECTRIC	15.48	
7065190004	003334		01	12/20/2010	110-6044-435.30-24	MONTHLY ELECTRIC	250.25	
8577587009	003335		01	12/20/2010	110-6044-435.30-24	MONTHLY ELECTRIC	15.15	
8577601004	003336		01	12/20/2010	110-6044-435.30-24	MONTHLY ELECTRIC	15.15	
6897727003	003337		01	12/20/2010	110-6044-435.30-24	MONTHLY ELECTRIC	167.26	
6981441003	003338		01	12/20/2010	110-6044-435.30-24	MONTHLY ELECTRIC	340.78	
8745266002	003341		01	12/20/2010	110-6044-435.30-24	MONTHLY ELECTRIC	50.06	
4609164001	003343		01	12/20/2010	110-6044-435.30-24	MONTHLY ELECTRIC	12,203.01	

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0000114	COM ED							
0114017015	003481		01	12/20/2010	110-6044-435.30-24	MONTHLY ELECTRIC	346.70	
0174056074	003482		01	12/20/2010	110-6044-435.30-24	MONTHLY ELECTRIC	140.05	
3000022009	003483		01	12/20/2010	110-6044-435.30-24	MONTHLY ELECTRIC	89.38	
8075341005	003484		01	12/20/2010	110-6044-435.30-24	MONTHLY ELECTRIC	21.90	
1459073058	003485		01	12/20/2010	110-6044-435.30-24	MONTHLY ELECTRIC	111.95	
0323144010	003487		01	12/20/2010	110-6044-435.30-24	MONTHLY ELECTRIC	67.65	
8661158012	003342		01	12/20/2010	110-6046-418.30-24	MONTHLY ELECTRIC	140.10	
8745412004	003329		01	12/20/2010	530-0088-503.30-24	MONTHLY ELECTRIC	80.88	
						VENDOR TOTAL *	16,668.17	
0014623	COMCAST CABLE							
8771200890046740030 25			01	12/20/2010	110-4020-422.60-98	CABLE SVCS	88.90	
8771200890140230030 85			01	12/20/2010	110-4020-422.60-98	INTERNET SVC	59.95	
						VENDOR TOTAL *	148.85	
0009478	COMMUNICATION REVOLVING FUND							
T1112671	003613		01	12/20/2010	110-2008-413.30-52	INTERNET T1	310.00	
						VENDOR TOTAL *	310.00	
0006475	COMMUNICATIONS DIRECT INC							
SR93834	003291		01	12/20/2010	110-5030-421.30-98	MONTHLY MAINT FEE	812.00	
						VENDOR TOTAL *	812.00	
0019406	CONSTRUCTION & GEOTECHNICAL							
1258	003598		01	12/20/2010	110-6041-432.80-15	MATERIAL TESTING	7,776.75	
						VENDOR TOTAL *	7,776.75	
0004107	CONTINENTAL WEATHER SERVICE							
11154	003526		01	12/20/2010	110-6042-433.30-98	MONTHLY WEATHER FORECAST	170.00	
						VENDOR TOTAL *	170.00	
0009471	COSTCO - OAKBROOK							
112910	002783		01	11/29/2010	110-2006-413.40-33	SUPPLIES	CHECK #: 139821	62.16
112910	002784		01	11/29/2010	110-4020-422.40-98	SUPPLIES	CHECK #: 139821	62.16
112910	002785		01	11/29/2010	110-4020-422.40-24	SUPPLIES	CHECK #: 139821	65.80
112910	002786		01	11/29/2010	110-5030-421.40-98	SUPPLIES	CHECK #: 139821	62.16
112910	002787		01	11/29/2010	110-6041-432.40-98	SUPPLIES	CHECK #: 139821	62.16
112910	002788		01	11/29/2010	110-6043-434.40-98	SUPPLIES	CHECK #: 139821	62.16
112910	002789		01	11/29/2010	110-6044-435.40-98	SUPPLIES	CHECK #: 139821	62.16
112910	002790		01	11/29/2010	110-6046-418.40-98	SUPPLIES	CHECK #: 139821	62.16
112910	002791		01	11/29/2010	110-6046-418.40-24	SUPPLIES	CHECK #: 139821	75.09
112910	002792		01	11/29/2010	110-6047-512.40-98	SUPPLIES	CHECK #: 139821	62.16
112910	002793		01	11/29/2010	510-6052-501.40-98	SUPPLIES	CHECK #: 139821	105.04
112910	002794		01	11/29/2010	510-6057-502.40-98	SUPPLIES	CHECK #: 139821	62.15
						VENDOR TOTAL *	.00	805.36
0003521	COUGHLIN, EDWARD							
12/3/10	003462		01	12/20/2010	110-5030-421.60-05	EXPENSE REIMBURSEMENT	10.00	

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0003521	COUGHLIN, EDWARD							
12/3/10	003530		01	12/20/2010	110-5030-421.60-11	EXPENSE REIMBURSEMENT	6.67	
						VENDOR TOTAL *	16.67	
0019405	CULLINANE, MIKE/NANCY							
788 PARKSIDE	003566		01	12/20/2010	510-6056-502.30-89	OVERHEAD SEWER REIMBURSE	4,425.00	
						VENDOR TOTAL *	4,425.00	
0015538	DENHAM, LEE							
11/17-11/30/10	002938		01	12/20/2010	110-0086-453.30-52	CATV PROF SVCS	50.00	
						VENDOR TOTAL *	50.00	
0019373	DIELING, KYLE							
8723	003465		01	12/20/2010	110-5030-421.40-11	BP VEST REIMBURSEMENT	500.00	
						VENDOR TOTAL *	500.00	
0018664	DIGITALHUB							
45350	003236		01	12/20/2010	110-1001-411.60-40	NEWSLETTER PRINTING	3,534.00	
						VENDOR TOTAL *	3,534.00	
0005777	DOWN UNDER CONSTRUCTION							
6	003370		01	12/20/2010	110-6041-432.30-55	2010 REAR YARD DRAIN PROG	9,951.43	
						VENDOR TOTAL *	9,951.43	
0011301	DRIVETRAIN SERVICE & COMPONENTS							
175885	003038		01	12/20/2010	110-6047-512.50-02	AXLE REPAIR/PW15	383.51	
						VENDOR TOTAL *	383.51	
0016253	DRS FOSTER & SMITH							
XT21972417	003080		01	12/20/2010	110-4020-422.60-98	PET SUPPLIES	200.19	
						VENDOR TOTAL *	200.19	
0001763	DUBIEL,BRUCE B							
11/27/2010	003084		01	12/20/2010	110-4025-424.60-11	EXPENSE REIMBURSEMENT	180.00	
						VENDOR TOTAL *	180.00	
0003545	DUDEK DESIGN							
112710	003093		01	12/20/2010	110-5030-421.40-33	BUSINESS CARDS	272.00	
						VENDOR TOTAL *	272.00	
0000157	DUPAGE ANIMAL HOSPITAL							
198266	003241		01	12/20/2010	110-5030-421.60-70	DIESEL'S EXAM	264.91	
						VENDOR TOTAL *	264.91	
0009880	DUPAGE COUNTY HEALTH DEPT							
11/30/2010	003187		01	12/20/2010	510-6051-501.50-08	INSPECTION FEE	100.00	
						VENDOR TOTAL *	100.00	
0000161	DUPAGE COUNTY RECORDER							

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0000161	DUPAGE COUNTY RECORDER							
201011220388	003374		01	12/20/2010	110-1001-411.30-54	RECORDING SVCS	57.00	
201012010225	003375		01	12/20/2010	110-1001-411.30-54	RECORDING SVCS	33.00	
						VENDOR TOTAL *	90.00	
0007246	DUPAGE COUNTY TREASURER-IT							
8205	003094		01	12/20/2010	110-5030-421.30-27	MONTHLY FEE	250.00	
						VENDOR TOTAL *	250.00	
0000164	DUPAGE MATERIALS CO							
65118MB	003103		01	12/20/2010	110-6041-432.40-02	ASPHALT	223.72	
						VENDOR TOTAL *	223.72	
0000169	DUPAGE WATER COMMISSION							
8960	003386		01	12/20/2010	510-6050-501.90-90	FIXED COST ASSESSMENT	31,613.74	
8960	003385		01	12/20/2010	510-6051-501.30-20	WATER CONSUMPTION	198,841.44	
						VENDOR TOTAL *	230,455.18	
0009586	DUTCH VALLEY LANDSCAPING INC							
15548	003363		01	12/20/2010	110-6043-434.30-78	LEAF DISPOSAL	5,940.00	
						VENDOR TOTAL *	5,940.00	
0009707	E J EQUIPMENT INC							
0042019	003351		01	12/20/2010	510-6056-502.40-98	LIGHT BULBS	229.57	
						VENDOR TOTAL *	229.57	
0014731	ECS							
08-3553	003550		01	12/20/2010	110-1001-411.20-07	CHECKS/BANKING FEES	.45	
08-3553	003548		01	12/20/2010	110-4020-422.20-07	W/C CLAIMS	725.00	
08-3553	003551		01	12/20/2010	110-4020-422.20-07	CHECKS/BANKING FEES	51.08	
08-3553	003549		01	12/20/2010	110-5030-421.20-07	W/C CLAIMS	855.00	
08-3553	003552		01	12/20/2010	110-5030-421.20-07	CHECKS/BANKING FEES	51.08	
08-3553	003547		01	12/20/2010	110-6040-431.20-07	W/C CLAIMS	985.00	
08-3553	003553		01	12/20/2010	110-6040-431.20-07	CHECKS/BANKING FEES	90.45	
08-3553	003554		01	12/20/2010	510-6050-501.20-07	CHECKS/BANKING FEES	6.08	
08-3553	003555		01	12/20/2010	510-6055-502.20-07	CHECKS/BANKING FEES	25.86	
						VENDOR TOTAL *	2,790.00	
0017385	EDEN BROTHERS							
200600845	002984		01	12/20/2010	510-6052-501.30-52	LEAK LOCATION SVCS	395.00	
200600846	003352		01	12/20/2010	510-6052-501.30-52	PIPE LOCATION SVCS	395.00	
						VENDOR TOTAL *	790.00	
0019389	EDWARDS, BERYL							
25695	003180		01	12/20/2010	110-0000-316.00-00	TRANSFER STAMP REFUND	544.50	
						VENDOR TOTAL *	544.50	
0009479	ELGIN SWEEPING SERVICES, INC							
2533A	003365		01	12/20/2010	110-6041-432.30-98	STREET SWEEPING	1,309.68	

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0009479	ELGIN SWEEPING SERVICES, INC							
2534A	003366		01	12/20/2010	110-6041-432.30-98	STREET SWEEPING	36,561.90	
2535A	003367		01	12/20/2010	110-6041-432.30-98	STREET SWEEPING	36,561.90	
						VENDOR TOTAL *	74,433.48	
0001579	ELMHURST CITY CENTRE							
2009	002992		01	12/20/2010	110-0000-311.01-52	RE TAX DIST - SSA #6	572.48	
2009	002993		01	12/20/2010	110-0000-311.01-53	RE TAX DIST - SSA #7	398.74	
2009	002994		01	12/20/2010	310-0089-461.60-61	TIF I CONTRIB TO SSA #6	2,252.48	
2009	002995		01	12/20/2010	310-0089-461.60-61	TIF I CONTRIB TO SSA #7	612.10	
						VENDOR TOTAL *	3,835.80	
0014621	ELMHURST CLAIMS ACCOUNT - CLAIM SVC							
7504366944	002772		01	12/20/2010	110-4020-422.20-07	SELF INSURED LOSS FUND	518.95	
7504366944	003213		01	12/20/2010	110-4020-422.20-07	SELF INSURED LOSS FUND	1,064.54	
7504366944	002773		01	12/20/2010	110-5030-421.20-07	SELF INSURED LOSS FUND	1,459.30	
7504366944	003214		01	12/20/2010	110-5030-421.20-07	SELF INSURED LOSS FUND	1,556.72	
7504366944	002774		01	12/20/2010	110-6040-431.20-07	SELF INSURED LOSS FUND	1,195.79	
7504366944	003215		01	12/20/2010	110-6040-431.20-07	SELF INSURED LOSS FUND	4,373.67	
7504366944	003216		01	12/20/2010	510-6050-501.20-07	SELF INSURED LOSS FUND	3,976.05	
						VENDOR TOTAL *	14,145.02	
0018248	ELMHURST CLAIMS ACCT (NOVAPRO)							
120110	002796		01	12/01/2010	110-0082-416.60-28	SELF INSURED LOSS FUND CHECK #: 139837		102,659.78
						VENDOR TOTAL *	.00	102,659.78
0007717	ELMHURST JAYCEES							
12/02/2010	002950		01	12/20/2010	110-0094-454.60-32	COMMUNITY GRANT PROGRAM	7,200.00	
						VENDOR TOTAL *	7,200.00	
0017934	ELMHURST MEMORIAL OCCUP CAROL STRM							
61588	003542		01	12/20/2010	110-1003-412.30-47	PHYSICAL	295.00	
61456	003204		01	12/20/2010	110-2007-413.30-47	DRUG SCREEN/VACCINE	225.00	
61489	003205		01	12/20/2010	110-2007-413.30-47	REVIEW-HEALTH QUESTIONNAR	21.00	
61588	003543		01	12/20/2010	110-2007-413.30-47	PHYSICAL	60.00	
61621	003544		01	12/20/2010	110-2007-413.30-47	PHYSICAL	280.00	
						VENDOR TOTAL *	881.00	
0000188	ELMHURST PARK DISTRICT							
01421	003002		01	12/20/2010	110-0000-313.03-03	MUNICIPAL TAX REIMBURSE	274.38	
						VENDOR TOTAL *	274.38	
0000190	ELMHURST POSTMASTER-MUSEUM							
112310	002795		01	11/29/2010	110-7060-451.30-49	WINTER CALENDAR POSTAGE CHECK #: 139822		2,524.80
						VENDOR TOTAL *	.00	2,524.80
0019395	EMERGENCY TELEPHONE SYSTEM							
10-105	003289		01	12/20/2010	110-5030-421.30-98	NETRMS COSTS	2,710.55	
						VENDOR TOTAL *	2,710.55	
0017204	ENGINEERING RESOURCE ASSOCS, INC							

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0017204	ENGINEERING RESOURCE ASSOCS, INC								
290308.B07	003502		01	12/20/2010	305-6041-432.80-22	LEVEE MAINT IMPROVEMENTS		33,958.53	
						VENDOR TOTAL *		33,958.53	
0017007	FACILITY SOLUTIONS GROUP								
2355858-00	003014		01	12/20/2010	110-6044-435.40-98	BALLASTS		227.13	
2347512-00	003015		01	12/20/2010	110-6044-435.40-98	BALLAST KITS		311.15	
2317731-00	003016		01	12/20/2010	110-6044-435.40-28	LUMINARIES/LAMPS		862.05	
2317731-00	003017		01	12/20/2010	110-6044-435.40-26	LUMINARIES/LAMPS		304.56	
2350581-00	003018		01	12/20/2010	110-6044-435.40-26	RETURNED MERCHANDISE		304.56-	
2350586-00	003019		01	12/20/2010	110-6044-435.40-26	LAMPS		558.96	
2347449-00	003228		01	12/20/2010	110-6044-435.40-98	WIRE SPLICE KIT		232.65	
2308359-00	003230		01	12/20/2010	110-6044-435.40-98	STREETLIGHT BALLAST		10,582.45	
2348294-00	003459		01	12/20/2010	110-6044-435.40-06	CABLE		1,632.89	
2356705-00	003229		01	12/20/2010	110-6046-418.50-01	LAMPS		200.75	
2359334-00	003460		01	12/20/2010	110-6046-418.50-01	REP/MAINT STOCK		165.95	
						VENDOR TOTAL *		14,773.98	
0000957	FEDERAL SIGNAL - EMERG PROD								
93937073	003439		01	12/20/2010	110-4020-422.50-08	F-9		106.00	
						VENDOR TOTAL *		106.00	
0013212	FEDEX								
7-304-31590	003364		01	12/20/2010	510-6056-502.80-13	SHIPPING FEES		26.26	
						VENDOR TOTAL *		26.26	
0012480	FELLER BUSINESS SOLUTIONS								
335074I	003606		01	12/20/2010	110-2008-413.40-73	TONER/INK CARTRIDGES		812.92	
335116	003607		01	12/20/2010	110-2008-413.40-73	TONER/INK CARTRIDGES		143.99	
						VENDOR TOTAL *		956.91	
0016906	FERGUSON WATERWORKS								
S01284215.001	003355		01	12/20/2010	510-6052-501.50-12	WATER MAIN CLAMPS		816.52	
						VENDOR TOTAL *		816.52	
0000685	FIFTH THIRD BANK								
976 HAWTHORNE	002905		01	12/02/2010	305-6041-432.80-22	PURCHASE	CHECK #: 139841		10,000.00
						VENDOR TOTAL *		.00	10,000.00
0015916	FIFTH THIRD BANK - PROCUREMENT CARD								
NOV 15, 2010	002730		01	11/30/2010	110-1001-411.60-98	PANERA BREAD #768 Q53	CHECK #: 139465		56.74
NOV 15, 2010	002721		01	11/30/2010	110-2006-413.30-49	LEWIS SOFTWARE ASSOCIA	CHECK #: 139465		7.00
NOV 15, 2010	002722		01	11/30/2010	110-2007-413.60-11	COBRA RESOURCES INC	CHECK #: 139465		86.00
NOV 15, 2010	002723		01	11/30/2010	110-2008-413.40-72	FRYS ELECTRONICS 31	CHECK #: 139465		319.96
NOV 15, 2010	002724		01	11/30/2010	110-2008-413.40-73	RADIOSHACK COR00164202	CHECK #: 139465		6.59
NOV 15, 2010	002725		01	11/30/2010	110-2008-413.40-72	FRYS ELECTRONICS 31	CHECK #: 139465		794.89
NOV 15, 2010	002726		01	11/30/2010	110-2008-413.40-72	FRYS ELECTRONICS 31	CHECK #: 139465		179.94
NOV 15, 2010	002727		01	11/30/2010	110-2008-413.50-23	PAYPAL RIVERCITYIN	CHECK #: 139465		75.00
NOV 15, 2010	002728		01	11/30/2010	110-2008-413.40-72	SEARS ROEBUCK 2262	CHECK #: 139465		97.98

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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							
NOV 15, 2010	002729		01	11/30/2010	110-2008-413.40-73	RADIOSHACK COR00164475	CHECK #: 139465	2.99
NOV 15, 2010	002731		01	11/30/2010	110-5030-421.60-98	TALX CORPORATION	CHECK #: 139465	14.00
NOV 15, 2010	002732		01	11/30/2010	110-5030-421.60-08	JEWEL #3346	CHECK #: 139465	15.12
NOV 15, 2010	002740		01	11/30/2010	110-5030-421.50-01	SPRINKLERWAREHOUSE.	CHECK #: 139465	119.94
NOV 15, 2010	002745		01	11/30/2010	110-5030-421.50-01	VANS LOCK AND KEY	CHECK #: 139465	15.50
NOV 15, 2010	002734		01	11/30/2010	110-6046-418.50-01	CLARK SECURITY PROD CH	CHECK #: 139465	14.53
NOV 15, 2010	002735		01	11/30/2010	110-6046-418.40-98	AMAZON.COM	CHECK #: 139465	103.43
NOV 15, 2010	002736		01	11/30/2010	110-6046-418.40-98	AMAZON.COM	CHECK #: 139465	94.47
NOV 15, 2010	002738		01	11/30/2010	110-6046-418.50-01	CLARK SECURITY PROD D	CHECK #: 139465	2.89-
NOV 15, 2010	002741		01	11/30/2010	110-6046-418.50-01	SPRINKLERWAREHOUSE.	CHECK #: 139465	199.88
NOV 15, 2010	002742		01	11/30/2010	110-6046-418.40-98	PAYPAL RIVERCITYIN	CHECK #: 139465	525.97
NOV 15, 2010	002743		01	11/30/2010	110-6046-418.50-01	AMERICAN FRAME	CHECK #: 139465	32.56
NOV 15, 2010	002744		01	11/30/2010	110-6046-418.50-01	SHOPLET.COM	CHECK #: 139465	276.46
NOV 15, 2010	002746		01	11/30/2010	110-6046-418.40-98	PAYPAL RIVERCITYIN	CHECK #: 139465	158.99
NOV 15, 2010	002747		01	11/30/2010	110-7060-451.60-44	ANNE FRANK CENTER USA	CHECK #: 139465	1,000.00
NOV 15, 2010	002748		01	11/30/2010	210-8070-452.60-04	AZURADISC INC	CHECK #: 139465	187.56
NOV 15, 2010	002749		01	11/30/2010	210-8070-452.40-66	PPL BEACHBODY FITNESS	CHECK #: 139465	19.95-
NOV 15, 2010	002750		01	11/30/2010	210-8070-452.40-04	GALLOPADE INTL INC	CHECK #: 139465	127.14
NOV 15, 2010	002751		01	11/30/2010	210-8070-452.40-04	ILLINOIS ASSOCIATI	CHECK #: 139465	45.00
NOV 15, 2010	002752		01	11/30/2010	210-8070-452.40-04	AMA CATALOG ORDER	CHECK #: 139465	62.60
NOV 15, 2010	002733		01	11/30/2010	510-6057-502.50-01	BOXWOODTECH	CHECK #: 139465	326.43
NOV 15, 2010	002737		01	11/30/2010	510-6057-502.50-01	REYNOLDS ADVANCEED MAT	CHECK #: 139465	71.99
NOV 15, 2010	002739		01	11/30/2010	510-6057-502.50-01	REYNOLDS ADVANCEED MAT	CHECK #: 139465	31.75-
						VENDOR TOTAL *	.00	4,964.07
0000648	FILTER RENU OF ILLINOIS, INC							
82725	002931		01	12/20/2010	110-6047-512.50-02	FILTERS RENEWED	76.91	
						VENDOR TOTAL *	76.91	
0013587	FINDZALL COMMUNITY MARKETING							
NOV 2010	003509		01	12/20/2010	110-3015-414.30-12	CONSULTING SVCS	2,358.75	
NOV 2010	003510		01	12/20/2010	310-0089-461.30-52	CONSULTING SVCS	1,211.25	
						VENDOR TOTAL *	3,570.00	
0006869	FISHER SCIENTIFIC							
8070796	003201		01	12/20/2010	510-6057-502,40-25	LAB SUPPLIES	448.97	
						VENDOR TOTAL *	448.97	
0010413	FLAGSUSA.COM							
48264	003009		01	12/20/2010	110-6043-434.40-98	FLAGS	345.00	
48310	003181		01	12/20/2010	110-6043-434.40-98	FLAGS	345.00	
						VENDOR TOTAL *	690.00	
0000220	FLESCH CO INC, GORDON							
0WJ703	003000		01	12/20/2010	110-2006-413.30-21	COPIER MAINT	78.00	
0WJ703	003001		01	12/20/2010	110-4020-422.30-21	COPIER MAINT	78.00	
0WG608	003095		01	12/20/2010	110-5030-421.30-21	COPIER MAINT	216.61	
0WD366	003096		01	12/20/2010	110-5030-421.40-33	LABELS	110.29	

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0000220	FLESCH CO INC, GORDON							
						VENDOR TOTAL *	482.90	
0002222	FORESMAN, RICH							
11/17-11/30/10	002943		01	12/20/2010	110-0086-453.30-52	CATV PROF SVCS	247.00	
						VENDOR TOTAL *	247.00	
0009769	GARRON, FERNANDO							
11/17-11/30/10	002942		01	12/20/2010	110-0086-453.30-52	CATV PROF SVCS	237.50	
						VENDOR TOTAL *	237.50	
0016266	GATEHOUSE MEDIA SUBURBAN NEWSPAPERS							
88888-115866	003202		01	12/20/2010	510-6050-501.60-11	SUBSCRIPTION	48.00	
						VENDOR TOTAL *	48.00	
0018185	GLOBAL EMERGENCY PRODUCTS							
AGJ3990-1	004361		01	01/19/2010	110-6047-512.50-02	RETURNED MERCHANDISE	294.85-	
AG22146	000504		01	10/31/2010	110-6047-512.50-16	TRK/PARTS F-1,F-2	60.17	
66370	003247		01	12/20/2010	110-6047-512.50-02	PYMNT TO CLEAR OLD CR MEM	294.85	
						VENDOR TOTAL *	60.17	
0000242	GRAINGER							
9407540831	003303		01	12/20/2010	110-6041-432.40-98	SUPPLIES	123.00	
9401653267	003020		01	12/20/2010	110-6044-435.40-98	COIL/STOCK	491.40	
9407540831	003306		01	12/20/2010	110-6044-435.40-98	SUPPLIES	77.00	
9407540831	003304		01	12/20/2010	110-6046-418.40-98	SUPPLIES	123.00	
9407540831	003305		01	12/20/2010	110-6047-512.50-16	SUPPLIES	70.44	
						VENDOR TOTAL *	884.84	
0011686	GRAND AUTO PARTS							
162021	002914		01	12/20/2010	110-6047-512.50-16	FILTERS	79.89	
162038	003028		01	12/20/2010	110-6047-512.50-16	SHOCKS/PW15	88.00	
162020	003029		01	12/20/2010	110-6047-512.50-16	KEYS/PW29	41.00	
161827	003030		01	12/20/2010	110-6047-512.50-16	TRK/PARTS PW52	16.89	
162499	003449		01	12/20/2010	110-6047-512.50-16	FIRE DEPT BATTERY CHARGER	10.00	
162456	003450		01	12/20/2010	110-6047-512.50-16	STOCK	48.00	
162296	003451		01	12/20/2010	110-6047-512.50-16	STOCK	84.00	
162457	003454		01	12/20/2010	110-6047-512.50-16	PARTS/SUPPLIES	75.00	
162548	003589		01	12/20/2010	110-6047-512.50-16	FILTERS	99.54	
						VENDOR TOTAL *	542.32	
0015469	GROTTO DESIGN, INC							
11/28/2010	003583		01	12/20/2010	110-7060-451.30-52	WINTER CALENDAR LAYOUT	225.00	
						VENDOR TOTAL *	225.00	
0000633	HARRINGTON INDUSTRIAL PLASTICS LLC							
02385790	003203		01	12/20/2010	510-6056-502.50-10	VALVES WIRING	43.00	
						VENDOR TOTAL *	43.00	
0005803	HARRISON, JONATHAN							

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0005803	HARRISON, JONATHAN							
11/17-11/30/10	002939		01	12/20/2010	110-0086-453.30-52	CATV PROF SVCS	110.25	
						VENDOR TOTAL *	110.25	
0002046	HASTINGS AIR-ENERGY CONTROL							
36353	003082		01	12/20/2010	110-4020-422.50-01	EXHAUST SYSTEM REPAIR	724.81	
						VENDOR TOTAL *	724.81	
0005494	HBK WATER METER SERVICE, INC							
10-578	003358		01	12/20/2010	510-6052-501.30-98	METER TESTING	2,482.16	
						VENDOR TOTAL *	2,482.16	
0015904	HD SUPPLY WATERWORKS, LTD							
2340015	003525		01	12/20/2010	510-6052-501.40-51	SERVICE LINES	150.00	
						VENDOR TOTAL *	150.00	
0000129	HERITAGE CRYSTAL CLEAN, LLC							
11603052	003433		01	12/20/2010	110-6047-512.40-98	PARTS CLEANER	175.72	
						VENDOR TOTAL *	175.72	
0004296	HIGHLAND ESTATES COFFEE TRADERS							
052560039082	002932		01	12/20/2010	110-6046-418.40-98	VENDING MACHINE REFILL	103.89	
						VENDOR TOTAL *	103.89	
0000270	HIGHWAY SALES INC							
091966	003032		01	12/20/2010	110-6042-433.50-16	TRK/PARTS PW99A	87.25	
91967	003446		01	12/20/2010	110-6042-433.50-16	PW-99	63.50	
91965	003447		01	12/20/2010	110-6042-433.50-16	PW-99B	48.75	
91949	003448		01	12/20/2010	110-6042-433.50-16	PW-127	360.00	
						VENDOR TOTAL *	559.50	
0012341	HOME DEPOT 1982-OAKBROOK TERR							
015770/1120581	003232		01	12/20/2010	110-6041-432.40-98	SALT SHED REPAIR	15.65	
016202/0024917	003101		01	12/20/2010	110-6043-434.40-53	CELL PHONE HOLDERS	35.82	
12/02/2010	003102		01	12/20/2010	110-6043-434.40-53	RETURNED MERCHANDISE	11.94-	
030207/601638	003022		01	12/20/2010	110-6044-435.40-26	LAMPS	38.82	
						VENDOR TOTAL *	78.35	
0012264	I D O A							
2010-2011	003572		01	12/20/2010	110-5030-421.60-37	MEMBERSHIP	60.00	
						VENDOR TOTAL *	60.00	
0016905	ICLEI USA MEMBERSHIP							
M2011-0211	003206		01	12/20/2010	510-6050-501.60-37	MEMBERSHIP	600.00	
						VENDOR TOTAL *	600.00	
0007329	IKON OFFICE SOLUTIONS							
5015507580	003349		01	12/20/2010	110-2007-413.30-21	COPIER MAINT	801.91	
5015507580	003350		01	12/20/2010	110-3015-414.30-21	COPIER MAINT	801.90	

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0007329	IKON OFFICE SOLUTIONS							
						VENDOR TOTAL *	1,603.81	
0001201	IL ASSN OF CHIEFS OF POLICE							
2011	003242		01	12/20/2010	110-5030-421.60-37	MEMBERSHIP	295.00	
						VENDOR TOTAL *	295.00	
0019388	IL DEPT OF AGRICULTURE-ENV PROGS							
415ILCS60/11.1	003185		01	12/20/2010	510-6050-501.60-37	MEMBERSHIP	20.00	
415ILCS60/12	003186		01	12/20/2010	510-6050-501.60-37	MEMBERSHIP	15.00	
						VENDOR TOTAL *	35.00	
0011955	IL DEPT OF TRANSPORTATION-FIN SVCS							
36899	002922		01	12/20/2010	110-6044-435.30-71	MONTHLY SVC	1,131.00	
						VENDOR TOTAL *	1,131.00	
0005745	IL HERTIAGE ASSN							
8621	003574		01	12/20/2010	110-7060-451.60-37	MEMBERSHIP	35.00	
						VENDOR TOTAL *	35.00	
0005679	IL LAW ENFORCEMENT OFFICERS							
165	003619		01	12/20/2010	110-5030-421.60-51	SUBSCRIPTION	60.00	
						VENDOR TOTAL *	60.00	
0000288	IL MUNICIPAL LEAGUE							
0016417-IN	003559		01	12/20/2010	110-2007-413.60-42	EMPLOYMENT AD	20.00	
						VENDOR TOTAL *	20.00	
0019187	IL STATE POLICE-LIQUOR CONTROL COMM							
L66308265	003620		01	12/20/2010	110-5030-421.30-98	1631/LIQUOR CONTROL COMM	34.25	
						VENDOR TOTAL *	34.25	
0016624	IMPACT NETWORKING LLC							
090799	003612		01	12/20/2010	110-2008-413.40-73	TONER/PAPER	420.00	
						VENDOR TOTAL *	420.00	
0015044	INDUSTRIAL STEEL SERVICE CENTER INC							
26631	003432		01	12/20/2010	110-6042-433.50-16	CURB SHOES	441.00	
						VENDOR TOTAL *	441.00	
0016800	INFOPRINT SOLUTIONS CO							
5006581	003614		01	12/20/2010	110-2008-413.50-22	LINE PRINTER MAINT	471.00	
						VENDOR TOTAL *	471.00	
0010731	INTERSTATE BATTERY SYSTEM OF							
110108097	003455		01	12/20/2010	110-6047-512.50-16	PARTS/SUPPLIES	451.75	
						VENDOR TOTAL *	451.75	
0009561	INTOXIMETERS, 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
0009561	INTOXIMETERS, INC							
318657	003092		01	12/20/2010	110-5030-421.60-75	MOUTHPIECES	130.00	
						VENDOR TOTAL *	130.00	
0017110	JETCO LTD							
2799	003597		01	12/20/2010	510-6057-502.50-08	REPAINTING/PRESSURE WASH	53,749.80	
						VENDOR TOTAL *	53,749.80	
0000976	JIM'S TOWING,CK GRP-1							
92612	003569		01	12/20/2010	110-5030-421.60-27	TOWING SVC/CASE#10-047863	350.00	
						VENDOR TOTAL *	350.00	
0000976	JIM'S TOWING,CK GRP-2							
92618	003570		01	12/20/2010	110-5030-421.60-27	TOWING SVC/CASE#10-049340	350.00	
						VENDOR TOTAL *	350.00	
0000976	JIM'S TOWING,CK GRP-3							
92777	003571		01	12/20/2010	110-5030-421.60-27	TOWING SVC/CASE#10-049590	350.00	
						VENDOR TOTAL *	350.00	
0016752	JLJ CONTRACTING INC							
10264	003508		01	12/20/2010	310-0089-461.80-24	STREETSCAPE	15,945.00	
						VENDOR TOTAL *	15,945.00	
0000314	KALE UNIFORMS							
508340	003622		01	12/20/2010	110-5030-421.40-11	UNIFORM SUPPLIES	22.50	
508341	003623		01	12/20/2010	110-5030-421.40-11	UNIFORM SUPPLIES	118.00	
508342	003624		01	12/20/2010	110-5030-421.40-11	UNIFORM SUPPLIES	16.00	
						VENDOR TOTAL *	156.50	
0019401	KALKOWSKI, ROBERT							
10-70000784	003567		01	12/20/2010	110-6041-432.30-11	PERMIT REFUND	682.00	
						VENDOR TOTAL *	682.00	
0011896	KIMBALL MIDWEST							
1747297	003430		01	12/20/2010	110-6042-433.50-16	SNOW PARTS	16.34	
1739119	003039		01	12/20/2010	110-6047-512.50-16	STOCK	441.81	
1747160	003431		01	12/20/2010	110-6047-512.50-16	NUTS/BOLTS/SUPPLIES	365.60	
						VENDOR TOTAL *	823.75	
0015276	KING, DAVID & ASSOCS, INC							
3812	003380		01	12/20/2010	110-6046-418.60-69	MANAGEMENT FEES	1,104.52	
3810	003379		01	12/20/2010	310-0089-461.30-52	MANAGEMENT FEES	1,000.00	
						VENDOR TOTAL *	2,104.52	
0015660	KINGS POINT TRUCK LANE							
21704	003045		01	12/20/2010	110-6047-512.50-02	SAFETY TEST/PW50,PW88,PW	87.00	
21773	003426		01	12/20/2010	110-6047-512.50-02	PW-98,19,61,116,136	137.00	
21784	003427		01	12/20/2010	110-6047-512.50-02	PW-171 SAFETY INSPECTION	25.00	

VEND NO / INVOICE NO	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0015660	KINGS POINT TRUCK LANE							
21792	003428		01	12/20/2010	110-6047-512.50-02	PW-53/24 SAFETY INSP	50.00	
21811	003429		01	12/20/2010	110-6047-512.50-02	PW-29 SAFETY INSPECTION	25.00	
						VENDOR TOTAL *	324.00	
0012628	KURTZHALS, BARBARA H							
793 PARKSIDE	002934		01	12/20/2010	510-6056-502.30-89	OVERHEAD SEWER REIMBURSE	4,445.00	
						VENDOR TOTAL *	4,445.00	
0019398	LANDMARK CONTRACTORS, INC							
1	003500		01	12/20/2010	310-0089-461.80-24	STREETSCAPE IMPROVEMENTS	137,941.90	
						VENDOR TOTAL *	137,941.90	
0002524	LAW BULLETIN							
1384090	003618		01	12/20/2010	110-5030-421.30-98	COURT DOCKET	40.00	
						VENDOR TOTAL *	40.00	
0013313	LEACH ENTERPRISES, INC							
913161	003046		01	12/20/2010	110-6047-512.50-16	FILTERS	22.85	
912831	003047		01	12/20/2010	110-6047-512.50-16	EXHAUST REPAIR/PW52	430.23	
912974	003048		01	12/20/2010	110-6047-512.50-16	EXHAUST REPAIR/PW52	45.64	
912792	003049		01	12/20/2010	110-6047-512.50-16	RETURNED MERCHANDISE	150.00-	
912982	003050		01	12/20/2010	110-6047-512.50-16	RETURNED MERCHANDISE	164.05-	
912772	003051		01	12/20/2010	110-6047-512.50-16	RETURNED MERCHANDISE	11.98-	
913404	003294		01	12/20/2010	110-6047-512.50-16	FILTERS	11.19	
913403	003295		01	12/20/2010	110-6047-512.50-16	FILTERS	7.46	
913406	003296		01	12/20/2010	110-6047-512.50-16	PARTS/SUPPLIES	12.46	
913426	003456		01	12/20/2010	110-6047-512.50-16	PARTS/SUPPLIES	130.73	
						VENDOR TOTAL *	334.53	
0019403	LEADSONLINE							
218007	003573		01	12/20/2010	110-5030-421.60-27	LEADS ONLINE TRACKING	3,468.00	
						VENDOR TOTAL *	3,468.00	
0006622	LEN'S ACE HARDWARE							
143964/1	003031		01	12/20/2010	110-6047-512.50-16	TRK/PARTS PW75	10.97	
						VENDOR TOTAL *	10.97	
0012723	LEXISNEXIS							
15040642010113000323	9		01	12/20/2010	110-2006-413.60-98	OFFENDER INFORMATION	100.00	
15040642010113000323	8		01	12/20/2010	530-0088-503.30-09	OFFENDER INFORMATION	200.00	
						VENDOR TOTAL *	300.00	
0017643	LIGHT BULB DEPOT 28 LLC							
01556435	003523		01	12/20/2010	110-6044-435.40-26	LAMPS	296.16	
						VENDOR TOTAL *	296.16	
0000509	LILJEBERG, GLEN R.							
11/17-11/30/10	002945		01	12/20/2010	110-0086-453.30-52	CATV PROF SVCS	388.50	

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
0000509	LILJEBERG, GLEN R.							
						VENDOR TOTAL *	388.50	
0015604	LOCAL GOVERNMENT INSTITUTE							
9775-A	003560		01	12/20/2010	110-2007-413.60-42	EMPLOYMENT AD	59.00	
						VENDOR TOTAL *	59.00	
0010634	LOCASCIO, SALVATORE							
09-579	003417		01	12/20/2010	110-0000-332.01-00	566 OAKLAWN PERMIT REFUND	823.00	
						VENDOR TOTAL *	823.00	
0000617	M & M REPORTING, INC							
47480	003234		01	12/20/2010	110-3015-414.30-13	COURT REPORTING	391.00	
47481	003235		01	12/20/2010	110-3015-414.30-13	COURT REPORTING	259.00	
47750	003381		01	12/20/2010	110-3015-414.30-13	COURT REPORTING	1,681.00	
						VENDOR TOTAL *	2,331.00	
0015771	MAGELLAN BEHAVIORAL HEALTH							
0031070801	003541		01	12/20/2010	110-2007-413.30-52	TRAINING	140.00	
						VENDOR TOTAL *	140.00	
0019393	MAGUIRE, JIM							
275 NIGARA AVE	003369		01	12/20/2010	110-6041-432.80-15	SPRINKLER REPAIR	440.00	
						VENDOR TOTAL *	440.00	
0018018	MARQUARDT & BELMONTE, PC							
3654	003345		01	12/20/2010	110-0081-415.30-19	DUI PROSECUTIONS	4,523.36	
3653	003346		01	12/20/2010	110-0081-415.30-63	TRAFFIC PROSECUTIONS	3,503.35	
						VENDOR TOTAL *	8,026.71	
0007176	MCCANN INDUSTRIES INC							
07126326	003052		01	12/20/2010	110-6047-512.50-20	SPARE WHEEL/PW74,PW166	1,350.00	
07125076	003053		01	12/20/2010	110-6047-512.50-20	DIPSTICK/BOLTS/NUTS	2,468.56	
07126327	003054		01	12/20/2010	110-6047-512.50-16	TRK/PARTS PW94	1,200.34	
07126393	003055		01	12/20/2010	110-6047-512.50-16	TRK/PARTS PW94	183.81	
						VENDOR TOTAL *	5,202.71	
0002941	MCMASTER-CARR SUPPLY CO-A/P ADDRESS							
67218101	003177		01	12/20/2010	110-4020-422.40-75	MOUNT HINGES	25.96	
67681526	003178		01	12/20/2010	110-4020-422.40-75	RETURNED MERCHANDISE	26.78-	
6896567-00	003179		01	12/20/2010	110-4020-422.40-75	RETURNED MERCHANDISE	14.75-	
71422866	003423		01	12/20/2010	110-6042-433.50-16	SNOW PARTS TOTES	80.26	
71673020	003424		01	12/20/2010	110-6047-512.50-16	PW-70	27.13	
71810646	003425		01	12/20/2010	110-6047-512.50-16	PW-12/90	27.99	
71078660	002983		01	12/20/2010	510-6052-501.40-98	GASKETS	12.09	
71420248	003175		01	12/20/2010	510-6057-502.50-01	HVAC REPAIR	78.23	
71420268	003176		01	12/20/2010	510-6057-502.50-01	HVAC REPAIR	78.23	
						VENDOR TOTAL *	288.36	
0000366	MEL'S ACE HARDWARE							

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0000366	MEL'S ACE HARDWARE							
414900/4	003222		01	12/20/2010	110-6041-432.40-52	SIGNS	27.75	
415010/4	003353		01	12/20/2010	510-6052-501.40-98	FASTENERS	.50	
414985/4	003354		01	12/20/2010	510-6052-501.40-98	TOOLS	48.10	
414964/4	003221		01	12/20/2010	510-6057-502.50-01	CLARIFIER DRIVE LIGHTS	25.28	
						VENDOR TOTAL *	101.63	
0000368	METRO PARAMEDIC SERVICES, INC							
278-001018	003348		01	12/20/2010	110-0084-442.30-01	AMBULANCE SVC/JAN 2011	10,555.50	
						VENDOR TOTAL *	10,555.50	
0002641	METROPOLITAN FAMILY SVCS DUPAGE							
NOV 2010	003344		01	12/20/2010	110-0083-443.60-48	SENIOR SVCS	5,539.75	
						VENDOR TOTAL *	5,539.75	
0001061	METROPOLITAN FIRE CHIEFS ASSN							
2011	003086		01	12/20/2010	110-4020-422.60-37	MEMBERSHIP	40.00	
						VENDOR TOTAL *	40.00	
0009371	MICRO CENTER A/R							
2410000	003608		01	12/20/2010	110-2008-413.40-72	SERVER/PRINTERS	2,014.95	
025-SE-2429082	003609		01	12/20/2010	110-2008-413.40-72	RETURNED MERCHANDISE	29.99-	
2426864	003610		01	12/20/2010	110-2008-413.40-72	NETWORK SWITCHES	359.96	
2429104	003611		01	12/20/2010	110-2008-413.40-72	KEYBOARD/MICE/INK CARTRID	840.90	
						VENDOR TOTAL *	3,185.82	
0003384	MICROFLEX							
IN1185222	003453		01	12/20/2010	510-6057-502.40-98	OTHER SUPPLIES	230.80	
						VENDOR TOTAL *	230.80	
0001729	MID AMER WATER							
65814A	003182		01	12/20/2010	510-6052-501.50-12	MAINS	890.25	
65814A	003183		01	12/20/2010	510-6052-501.40-07	CAST IRON FITTINGS	1,860.00	
92749A	003184		01	12/20/2010	510-6052-501.40-07	CAST IRON FITTINGS	460.00	
						VENDOR TOTAL *	3,210.25	
0000512	MID-TOWN PETROLEUM (PRECISION LUB)							
408531	003056		01	12/20/2010	110-6047-512.40-34	OIL	346.50	
408477	003057		01	12/20/2010	110-6047-512.40-34	OIL	809.73	
408530	003058		01	12/20/2010	110-6047-512.40-34	OIL	427.23	
408533	003059		01	12/20/2010	110-6047-512.40-34	OIL	193.20	
408532	003060		01	12/20/2010	110-6047-512.40-34	OIL	460.00	
408535	003061		01	12/20/2010	110-6047-512.40-34	OIL	343.44	
408534	003062		01	12/20/2010	110-6047-512.40-34	OIL	400.68	
407034	003211		01	12/20/2010	510-6057-502.40-34	OIL	615.65	
407034	003568		01	12/20/2010	510-6057-502.40-34	CREDIT INVOICE	615.65-	
						VENDOR TOTAL *	2,980.78	
0008503	MIDWAY TRUCK PARTS							

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0008503	MIDWAY TRUCK PARTS							
730613	003063		01	12/20/2010	110-6047-512.50-16	TRK/PARTS PW52	127.06	
730615	003064		01	12/20/2010	110-6047-512.50-16	TRK/PARTS PW52	111.04	
730725	003065		01	12/20/2010	110-6047-512.50-16	TRK/PARTS PW52	36.49	
						VENDOR TOTAL *	274.59	
0016423	MLRP 388 CAROL LLC							
12/01/2010	002989		01	12/20/2010	110-7060-451.60-47	MONTHLY RENT/JAN 2011	3,584.71	
						VENDOR TOTAL *	3,584.71	
0006434	MONROE TRUCK EQUIPMENT							
286247	003066		01	12/20/2010	110-6042-433.50-16	PLOW PARTS/PW15	144.82	
66356	003004		01	12/20/2010	110-6047-512.50-02	DUMP BODY REPLACE/PW12	5,295.00	
66519	003005		01	12/20/2010	110-6047-512.50-02	DUMP BODY REPLACE/PW70	5,295.00	
						VENDOR TOTAL *	10,734.82	
0000378	MOTOROLA - COLLECTION CTR DR							
90493291	003067		01	12/20/2010	110-5030-421.40-98	MICROPHONE/PD-50	26.57	
90494578	003068		01	12/20/2010	110-5030-421.40-41	REMOTE SPEAKER	122.82	
90496755	003069		01	12/20/2010	110-5030-421.40-41	REMOTE SPEAKER/BELT CLIP	133.17	
90499625	003422		01	12/20/2010	110-5030-421.40-41	EARPIECE, MICROPHONE	101.43	
						VENDOR TOTAL *	383.99	
0011645	MUNICIPAL EMERGENCY SERVICES							
00201565_SNV	003089		01	12/20/2010	110-4020-422.40-62	HELMET STRAP REPLACEMENT	97.52	
						VENDOR TOTAL *	97.52	
0019386	MURRY & MOODY							
976 HAWTHORNE	002903		01	12/02/2010	305-6041-432.80-22	SURVEY	CHECK #: 139839	575.00
						VENDOR TOTAL *	.00	575.00
0000383	NAFISCO, INC							
100003	003223		01	12/20/2010	110-6041-432.30-06	BARRICADE RENTAL	258.40	
100004	003224		01	12/20/2010	110-6041-432.30-06	BARRICADE RENTAL	28.20	
100005	003225		01	12/20/2010	110-6041-432.30-06	BARRICADE RENTAL	159.00	
100006	003226		01	12/20/2010	110-6041-432.30-06	BARRICADE RENTAL	404.10	
						VENDOR TOTAL *	849.70	
0009697	NATIONAL COUNCIL OF ARCHITECTURAL							
31023	002900		01	12/01/2010	110-4025-424.60-37	CERTIFICATION RENEWAL	CHECK #: 139838	225.00
						VENDOR TOTAL *	.00	225.00
0002126	NATIONAL SAFETY COUNCIL							
R5547351	003621		01	12/20/2010	110-5030-421.30-98	SUBSCRIPTION	150.00	
R5547349	003507		01	12/20/2010	110-6040-431.60-51	SUBSCRIPTION	19.45	
						VENDOR TOTAL *	169.45	
0004015	NEUCO, INC							
882798	003194		01	12/20/2010	510-6057-502.50-01	THERMOSTAT	85.11	

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0004015	NEUCO, INC							
						VENDOR TOTAL *	85.11	
0009496	NEXTEL COMMUNICATIONS							
162511511-105	003493		01	12/20/2010	110-2007-413.30-75	MONTHLY MOBILE BILL	134.22	
162511511-105	003494		01	12/20/2010	110-2008-413.30-75	MONTHLY MOBILE BILL	272.52	
162511511-105	003496		01	12/20/2010	110-3015-414.30-75	MONTHLY MOBILE BILL	213.27	
162511511-105	003491		01	12/20/2010	110-4020-422.30-75	MONTHLY MOBILE BILL	354.17	
162511511-105	003492		01	12/20/2010	110-4022-423.30-75	MONTHLY MOBILE BILL	50.60	
162511511-105	003495		01	12/20/2010	110-5030-421.30-75	MONTHLY MOBILE BILL	1,319.46	
162511511-105	003488		01	12/20/2010	110-6040-431.30-75	MONTHLY MOBILE BILL	1,189.17	
162511511-105	003489		01	12/20/2010	510-6050-501.30-75	MONTHLY MOBILE BILL	380.53	
162511511-105	003490		01	12/20/2010	510-6055-502.30-75	MONTHLY MOBILE BILL	808.64	
						VENDOR TOTAL *	4,722.58	
0005845	NICOR GAS							
54-23-78-0000	5003477		01	12/20/2010	110-4020-422.30-29	MONTHLY GAS	761.11	
02-25-68-0000	0003478		01	12/20/2010	110-6046-418.30-29	MONTHLY GAS	388.03	
1545680000 0	003480		01	12/20/2010	110-6046-418.30-29	MONTHLY GAS	424.24	
75-23-24-0000	4003479		01	12/20/2010	510-6056-502.30-29	MONTHLY GAS	129.11	
						VENDOR TOTAL *	1,702.49	
0017755	NORTHWEST FORD & STERLING TRUCK							
6144139	003070		01	12/20/2010	110-6047-512.50-16	TRK/PARTS PW52	400.82	
						VENDOR TOTAL *	400.82	
0016554	NORTHWESTERN GROUP MARKETING							
JAN 2011	002951		01	12/20/2010	110-1001-411.20-05	DENTAL INS	28.38	
JAN 2011	002965		01	12/20/2010	110-1001-411.20-04	HEALTH INS	29.52	
JAN 2011	002952		01	12/20/2010	110-2006-413.20-05	DENTAL INS	93.40	
JAN 2011	002966		01	12/20/2010	110-2006-413.20-04	HEALTH INS	95.50	
JAN 2011	002953		01	12/20/2010	110-2007-413.20-05	DENTAL INS	19.86	
JAN 2011	002967		01	12/20/2010	110-2007-413.20-04	HEALTH INS	19.10	
JAN 2011	002954		01	12/20/2010	110-2008-413.20-05	DENTAL INS	41.59	
JAN 2011	002968		01	12/20/2010	110-2008-413.20-04	HEALTH INS	43.41	
JAN 2011	002955		01	12/20/2010	110-3015-414.20-05	DENTAL INS	11.84	
JAN 2011	002969		01	12/20/2010	110-3015-414.20-04	HEALTH INS	10.42	
JAN 2011	002956		01	12/20/2010	110-4020-422.20-05	DENTAL INS	353.27	
JAN 2011	002970		01	12/20/2010	110-4020-422.20-04	HEALTH INS	413.23	
JAN 2011	002957		01	12/20/2010	110-4025-424.20-05	DENTAL INS	57.08	
JAN 2011	002971		01	12/20/2010	110-4025-424.20-04	HEALTH INS	69.45	
JAN 2011	002958		01	12/20/2010	110-5030-421.20-05	DENTAL INS	587.27	
JAN 2011	002972		01	12/20/2010	110-5030-421.20-04	HEALTH INS	659.79	
JAN 2011	002959		01	12/20/2010	110-6040-431.20-05	DENTAL INS	157.94	
JAN 2011	002973		01	12/20/2010	110-6040-431.20-04	HEALTH INS	171.89	
JAN 2011	002960		01	12/20/2010	110-7060-451.20-05	DENTAL INS	23.03	
JAN 2011	002974		01	12/20/2010	110-7060-451.20-04	HEALTH INS	26.04	
JAN 2011	002961		01	12/20/2010	210-8070-452.20-05	DENTAL INS	116.43	
JAN 2011	002978		01	12/20/2010	210-8070-452.20-04	HEALTH INS	151.05	

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0016554	NORTHWESTERN GROUP MARKETING							
JAN 2011	002962		01	12/20/2010	510-6050-501.20-05	DENTAL INS	23.68	
JAN 2011	002975		01	12/20/2010	510-6050-501.20-04	HEALTH INS	26.04	
JAN 2011	002963		01	12/20/2010	510-6055-502.20-05	DENTAL INS	12.16	
JAN 2011	002976		01	12/20/2010	510-6055-502.20-04	HEALTH INS	10.42	
JAN 2011	002964		01	12/20/2010	530-0088-503.20-05	DENTAL INS	13.79	
JAN 2011	002977		01	12/20/2010	530-0088-503.20-04	HEALTH INS	10.42	
						VENDOR TOTAL *	3,276.00	
0018147	NOVAPRO RISK SOLUTIONS, LP							
GM00040485	003556		01	12/20/2010	110-0082-416.60-28	CLAIM FEES	550.00	
GM00040485	003557		01	12/20/2010	110-0082-416.60-02	CLAIM FEES	300.00	
						VENDOR TOTAL *	850.00	
0016141	NPELRA - OCEANSIDE							
JOHNSON 27849	003546		01	12/20/2010	110-2007-413.60-37	MEMBERSHIP	190.00	
LOHMAN 30228	003558		01	12/20/2010	110-2007-413.60-37	MEMBERSHIP	160.00	
						VENDOR TOTAL *	350.00	
0002228	O'HERRON CO INC, RAY - LOMBARD							
0030678-IN	003244		01	12/20/2010	110-5030-421.40-11	UNIFORM SUPPLIES	34.95	
0030679-IN	003245		01	12/20/2010	110-5030-421.40-11	UNIFORM SUPPLIES	253.85	
0030161-IN	003466		01	12/20/2010	110-5030-421.40-31	TASERS	3,391.60	
						VENDOR TOTAL *	3,680.40	
0000886	OEC BUSINESS INTERIORS							
549814	003243		01	12/20/2010	110-5030-421.40-33	NAME PLATES	102.50	
						VENDOR TOTAL *	102.50	
0008640	OFFICE DEPOT							
541533863001	003011		01	12/20/2010	110-2006-413.40-33	SUPPLIES	326.94	
541533863001	003012		01	12/20/2010	110-6041-432.40-98	SUPPLIES	32.99	
541533863001	003013		01	12/20/2010	110-6044-435.40-98	SUPPLIES	32.99	
						VENDOR TOTAL *	392.92	
0008045	ORIENTAL TRADING CO INC							
641778853-01	003581		01	12/20/2010	110-7060-451.60-65	EDUCATION SUPPLIES	58.75	
641778853-01	003582		01	12/20/2010	110-7060-451.40-43	RESALE MERCHANDISE	12.99	
						VENDOR TOTAL *	71.74	
0012154	OTTO, LESLIE							
261 N LARCH	002935		01	12/20/2010	510-6056-502.30-89	OVERHEAD SEWER REIMBURSE	4,100.00	
						VENDOR TOTAL *	4,100.00	
0008717	PAT KEAN'S FRIENDLY FORD							
163833	003434		01	12/20/2010	110-6047-512.50-16	PD-3	498.96	
163851	003435		01	12/20/2010	110-6047-512.50-16	CORE CREDIT	100.00-	
163843	003436		01	12/20/2010	110-6047-512.50-16	PD-17	254.81	
163881	003437		01	12/20/2010	110-6047-512.50-16	PD-27	100.76	

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VEND NO / INVOICE NO	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0008717	PAT KEAN'S FRIENDLY FORD							
163864	003438		01	12/20/2010	110-6047-512.50-16	E-20	8.33	
						VENDOR TOTAL *	762.86	
0019210	PFAFF, RICHARD/CHRISTINE							
10-00000524	003499		01	12/20/2010	110-6041-432.30-11	PERMIT REFUND	682.00	
566 S FAIRFIELD	002933		01	12/20/2010	510-6056-502.30-89	OVERHEAD SEWER REIMBURSE	5,000.00	
						VENDOR TOTAL *	5,682.00	
0001782	PIONEER GARDEN & FEED STORE							
14294	003220		01	12/20/2010	510-6057-502.50-01	HAY BALES	19.50	
						VENDOR TOTAL *	19.50	
0000435	PORTABLE COMMUNICATIONS							
I00107836	003421		01	12/20/2010	110-6047-512.50-16	PHONE PARTS	19.99	
						VENDOR TOTAL *	19.99	
0014616	PRINTWISE							
4655	002985		01	12/20/2010	510-6052-501.40-98	WATER METER TAGS	124.00	
						VENDOR TOTAL *	124.00	
0015233	PROSPAN MANUFACTURING CO							
2010-203	003076		01	12/20/2010	110-4020-422.40-75	SUPPORT BEAMS	998.00	
						VENDOR TOTAL *	998.00	
0018759	QUICK LANE TIRE & AUTO CENTER							
D31730	003599		01	12/20/2010	110-6047-512.50-02	ACCIDENT REPAIR/E-27	9,249.08	
C31730	003625		01	12/20/2010	110-6047-512.50-02	ACCIDENT REPAIR/E-27	97.24	
						VENDOR TOTAL *	9,346.32	
0014727	R & B SUPPLY CO,INC							
65050	003071		01	12/20/2010	110-6047-512.40-53	CORDLESS LIGHTS	313.93	
						VENDOR TOTAL *	313.93	
0010820	RADABAUGH, MARK							
11/17-11/30/10	002940		01	12/20/2010	110-0086-453.30-52	CATV PROF SVCS	120.00	
						VENDOR TOTAL *	120.00	
0019394	ROAD SAFE							
RI1203563	003362		01	12/20/2010	110-6041-432.80-15	ROADWAY IMPROVEMENTS	1,815.00	
						VENDOR TOTAL *	1,815.00	
0008861	ROYAL RECOGNITION							
10-10217	003545		01	12/20/2010	110-2007-413.60-23	SERVICE AWARD	288.69	
						VENDOR TOTAL *	288.69	
0006411	RUSSO'S POWER EQPT							
881018	003420		01	12/20/2010	110-6047-512.50-16	PW-61P,136P, PW-199 PUMP	123.94	
						VENDOR TOTAL *	123.94	
0001751	S & S INDUSTRIAL SUPPLY							

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
0001751	S & S INDUSTRIAL SUPPLY							
3320403 RI	003512		01	12/20/2010	110-4020-422.40-24	SUPPLIES	15.23	
3320403 RI	003513		01	12/20/2010	110-6041-432.40-98	SUPPLIES	15.23	
3320403 RI	003514		01	12/20/2010	110-6043-434.40-98	SUPPLIES	15.23	
3320403 RI	003515		01	12/20/2010	110-6044-435.40-98	SUPPLIES	15.23	
3320403 RI	003516		01	12/20/2010	110-6046-418.40-24	SUPPLIES	15.23	
3320403 RI	003517		01	12/20/2010	110-6047-512.40-24	SUPPLIES	15.23	
3320402 RI	003520		01	12/20/2010	110-6047-512.50-16	PARTS/SUPPLIES	58.69	
3320403 RI	003518		01	12/20/2010	510-6052-501.40-98	SUPPLIES	15.23	
3320403 RI	003519		01	12/20/2010	510-6057-502.40-24	SUPPLIES	15.24	
						VENDOR TOTAL *	180.54	
0011986	SCHROEDER & SCHROEDER INC							
5	003593		01	12/20/2010	110-6041-432.80-15	SIDEWALK IMPROVEMENTS	6,354.69	
						VENDOR TOTAL *	6,354.69	
0010169	SEAWAY SUPPLY							
70395	002930		01	12/20/2010	110-6046-418.40-24	SUPPLIES	150.00	
70507	003227		01	12/20/2010	110-6046-418.40-24	SUPPLIES	401.25	
70582	003457		01	12/20/2010	110-6046-418.40-24	JANITORIAL SUPPLIES	490.00	
						VENDOR TOTAL *	1,041.25	
0011353	SEBERT LANDSCAPING INC							
56632	003503		01	12/20/2010	530-0088-503.80-19	PARKING IMPROVEMENTS	2,158.00	
						VENDOR TOTAL *	2,158.00	
0000481	SERVICE SPRING							
108886	003072		01	12/20/2010	110-6047-512.50-16	AXLE REPAIR/PW15	64.49	
109042	003418		01	12/20/2010	110-6047-512.50-02	PW-6	216.68	
109043	003419		01	12/20/2010	110-6047-512.50-02	PW-89	261.42	
						VENDOR TOTAL *	542.59	
0019382	SHEA, TERESA							
237 EVERGREEN	002936		01	12/20/2010	510-6056-502.30-89	OVERHEAD SEWER REIMBURSE	4,490.00	
						VENDOR TOTAL *	4,490.00	
0018301	SOLKA, WILLIAM							
11/17/2010	003024		01	12/20/2010	110-4020-422.60-98	EXPENSE REIMBURSEMENT	400.00	
						VENDOR TOTAL *	400.00	
0019222	SOUTH WATER SIGNS, LLC							
40090-A	003505		01	12/20/2010	530-0088-503.80-19	PARKING IMPROVEMENTS	5,085.00	
						VENDOR TOTAL *	5,085.00	
0018176	SPIROFF & GOSSELAR, LTD							
58010M	003347		01	12/20/2010	110-0081-415.30-36	PROFESSIONAL SVCS	1,105.00	
						VENDOR TOTAL *	1,105.00	
0000022	SPRING RD BAKERY - JULIANNES							

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0000022	SPRING RD BAKERY - JULIANNES							
52691	003617		01	12/20/2010	110-5030-421.60-14	DARE CAKE	128.99	
						VENDOR TOTAL *	128.99	
0008228	SUBURBAN LABORATORIES INC							
88064	003195		01	12/20/2010	510-6051-501.30-33	LAB SVCS	181.50	
1151	003196		01	12/20/2010	510-6051-501.30-33	LAB SVCS	117.00	
87301CM	003198		01	12/20/2010	510-6051-501.30-33	RETURNED MERCHANDISE	126.00-	
85534CR	003197		01	12/20/2010	510-6057-502.30-33	RETURNED MERCHANDISE	72.00-	
5230	003199		01	12/20/2010	510-6057-502.30-33	LAB TESTING	432.00	
5383	003200		01	12/20/2010	510-6057-502.30-33	LAB TESTING	576.00	
						VENDOR TOTAL *	1,108.50	
0017641	SUNGARD PUBLIC SECTOR USERS'S							
2011ELMH	003091		01	12/20/2010	110-2008-413.60-37	MEMBERSHIP	195.00	
						VENDOR TOTAL *	195.00	
0002854	SUNRISE COMMUNICATIONS, INC							
2252	003003		01	12/20/2010	110-0086-453.30-52	DVD DUPLICATION	50.00	
						VENDOR TOTAL *	50.00	
0014235	TEAM SALES LTD							
12/7/10	003531		01	12/10/2010	110-5030-421.40-11	ACADEMY RECRUIT PACKAGE CHECK #: 139843		155.00
						VENDOR TOTAL *	.00	155.00
0018482	TELVENT DTN							
3245736	002923		01	12/20/2010	110-6042-433.30-98	WEATHER SVC	1,464.00	
						VENDOR TOTAL *	1,464.00	
0000525	TERRACE SUPPLY CO							
653508	003074		01	12/20/2010	110-6047-512.50-01	WELDER REPAIR	440.11	
						VENDOR TOTAL *	440.11	
0015598	THE SAINT FRANCIS GROUP							
57538	003461		01	12/20/2010	110-5030-421.60-01	ANIMAL CONTROL SERVICES	200.00	
						VENDOR TOTAL *	200.00	
0000528	THOMPSON ELEVATOR INSPECTION SVC							
10-4060	003083		01	12/20/2010	110-4025-424.30-12	ELEVATOR PLAN REVIEW	60.00	
						VENDOR TOTAL *	60.00	
0009514	TONE COMMANDER							
51356	003605		01	12/20/2010	110-2008-413.50-25	REFURB PHONES	278.91	
						VENDOR TOTAL *	278.91	
0000533	TRAFFIC CONTROL & PROTECTION							
68211	002996		01	12/20/2010	110-6041-432.40-52	ALUMINUM BLANK	195.59	
68212	002997		01	12/20/2010	110-6041-432.40-52	ALUMINUM BLANK	398.75	
						VENDOR TOTAL *	594.34	
0000535	TRANS UNION LLC							

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0000535	TRANS UNION LLC							
11001079	003246		01	12/20/2010	110-5030-421.30-98	CREDIT BUREAU SVCS	45.00	
11001084	003287		01	12/20/2010	110-5030-421.30-98	CREDIT BUREAU SVCS	17.13	
						VENDOR TOTAL *	62.13	
0017891	TRANSCHICAGO TRUCK GROUP (ELMHURST)							
6145807	003521		01	12/20/2010	110-6047-512.50-16	PARTS/SUPPLIES	152.80	
						VENDOR TOTAL *	152.80	
0005044	TRANSYSTEMS CORP							
INV-0001986158	003501		01	12/20/2010	310-0089-461.80-26	PROFESSIONAL SVCS	17,252.88	
						VENDOR TOTAL *	17,252.88	
0000536	TREE TOWNS REPROGRAPHICS, INC							
0000153696	003584		01	12/20/2010	110-7060-451.60-44	BOARD PRINT	75.84	
						VENDOR TOTAL *	75.84	
0000538	TRI-STATE HYDRAULICS INC							
32112	003073		01	12/20/2010	110-6047-512.50-02	LIFT CYLINDER	995.00	
						VENDOR TOTAL *	995.00	
0016711	U S BANK							
2751684	003359		01	12/20/2010	416-0000-471.90-12	ADMIN FEES/ACCT#5638_1	175.00	
						VENDOR TOTAL *	175.00	
0002337	UNION PACIFIC RAILROAD CO-OMAHA							
194-88	003240		01	12/20/2010	530-0088-503.30-59	PARKING LOT LEASE	1,779.01	
						VENDOR TOTAL *	1,779.01	
0005115	UNIVERSAL TAXI DISPATCH, INC							
6425	002990		01	12/20/2010	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	540.20	
6425	002991		01	12/20/2010	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	28.40	
6455	003043		01	12/20/2010	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	373.70	
6455	003044		01	12/20/2010	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	32.40	
6473	003587		01	12/20/2010	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	361.00	
6473	003588		01	12/20/2010	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	16.80	
						VENDOR TOTAL *	1,352.50	
0006266	UNTOUCHABLE AUTO WASH							
NOV 2010	003099		01	12/20/2010	110-6047-512.50-16	CAR WASHES	192.00	
						VENDOR TOTAL *	192.00	
0017465	UPS SHIPPER 5A30E3							
00005A30E3470	002925		01	12/20/2010	110-2008-413.30-49	SHIPPING FEES	8.53	
00005A30E3470	002924		01	12/20/2010	110-4020-422.30-49	SHIPPING FEES	5.11	
00005A30E3480	002929		01	12/20/2010	110-5030-421.30-49	SHIPPING FEES	11.26	
00005A30E3470	002926		01	12/20/2010	110-6046-418.40-98	SHIPPING FEES	10.27	
00005A30E3470	002927		01	12/20/2010	110-6047-512.40-98	SHIPPING FEES	5.11	
00005A30E3470	002928		01	12/20/2010	510-6052-501.40-98	SHIPPING FEES	52.00	

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0017465	UPS SHIPPER 5A30E3							
						VENDOR TOTAL *	92.28	
0000550	URICK, EUGENIE							
11/17-11/30/10	002946		01	12/20/2010	110-0086-453.30-52	CATV PROF SVCS	991.25	
						VENDOR TOTAL *	991.25	
0000555	VAN SLYKE ENTERPRISES							
NOV 2010	003537		01	12/20/2010	110-3015-414.30-12	CITY PROPERTY PLANNING	2,800.00	
NOV 2010	003538		01	12/20/2010	310-0089-461.30-52	TIF I	3,375.00	
NOV 2010	003539		01	12/20/2010	320-0090-462.30-52	TIF II	233.33	
NOV 2010	003540		01	12/20/2010	325-0092-465.30-12	TIF III	16.67	
						VENDOR TOTAL *	6,425.00	
0014891	VILLA PARK ACE							
219346/2	003208		01	12/20/2010	510-6057-502.50-01	FLOOD LIGHTS	23.36	
219391/2	003209		01	12/20/2010	510-6057-502.50-01	PROPANE REPLACEMENT	35.98	
						VENDOR TOTAL *	59.34	
0006055	VILLAGE OF BENSENVILLE							
116887	003233		01	12/20/2010	110-7060-451.30-98	SCHOOLHOUSE/WATER/SEWER	37.75	
						VENDOR TOTAL *	37.75	
0019399	VOORHEES ASSOCS, LLC							
1-11-010-0096	003511		01	12/20/2010	110-2007-413.60-42	PROFESSIONAL SVCS	4,834.00	
						VENDOR TOTAL *	4,834.00	
0018270	V3 CONST GROUP							
5	003592		01	12/20/2010	305-6041-432.80-22	LEVEE MAINT PROJECT	29,149.94	
						VENDOR TOTAL *	29,149.94	
0019402	WALSH, TIM							
12/03/10	003580		01	12/20/2010	110-7060-451.60-44	EXHIBITIONS	500.00	
						VENDOR TOTAL *	500.00	
0007611	WELSCH, CARRIE L							
MR Refund	MR		01	12/20/2010	110-0000-115.07-01	WELSCH, CARRIE L	125.00	
						VENDOR TOTAL *	125.00	
0015717	WENTWORTH TIRE-BENSENVILLE							
492507	003443		01	12/20/2010	110-6047-512.50-20	STOCK	383.98	
492700	003444		01	12/20/2010	110-6047-512.50-20	PW-52	20.00	
492499	003445		01	12/20/2010	110-6047-512.50-20	PW-40	455.32	
						VENDOR TOTAL *	859.30	
0000881	WESCO DISTRIBUTION, INC							
476481	003191		01	12/20/2010	510-6056-502.50-11	VALVE ACTUATORS	7.40	
476483	003192		01	12/20/2010	510-6056-502.50-11	VALVE ACTUATORS	248.18	
474620	003193		01	12/20/2010	510-6056-502.50-10	VALVES	94.18	

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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
0000881	WESCO DISTRIBUTION, INC							
						VENDOR TOTAL *	349.76	
0000573	WEST AUTOMOTIVE SERVICE INC							
44338	003075		01	12/20/2010	110-6047-512.50-02	ACCIDENT REPAIR/PD-16	421.80	
						VENDOR TOTAL *	421.80	
0000576	WEST SUBURBAN OP, INC.							
110123	003601		01	12/20/2010	110-2008-413.40-73	PHOTO ID PAPER	10.77	
108888	003237		01	12/20/2010	110-3015-414.40-98	ORGANIZER STORAGE CASE/	62.22	
109677	002919		01	12/20/2010	110-5030-421.40-33	NOTE PADS REFILLS	23.74	
109740	002920		01	12/20/2010	110-5030-421.40-33	FILE FOLDERS	64.05	
109890	003097		01	12/20/2010	110-5030-421.40-33	SUPPLIES	80.72	
3800CM	003372		01	12/20/2010	110-5030-421.40-33	RETURNED MERCHANDISE	14.42-	
3778CM	003373		01	12/20/2010	110-5030-421.40-33	RETURNED MERCHANDISE	42.17-	
107851	003464		01	12/20/2010	110-5030-421.40-33	DET OFFICE SUPPLIES	201.38	
110223	003564		01	12/20/2010	110-5030-421.40-33	FILE JACKETS/PAPER SUPPLY	113.50	
110292	003602		01	12/20/2010	110-5030-421.40-33	SUPPLIES	60.17	
110285	003603		01	12/20/2010	110-5030-421.40-33	INK CARTRIDGE	53.77	
110379	003604		01	12/20/2010	110-5030-421.40-33	FILE FOLDERS	11.99	
109989	003565		01	12/20/2010	110-7060-451.40-33	DISCS/CASE	46.97	
110306	003563		01	12/20/2010	510-6052-501.40-98	HIGHLIGHTERS/SHARPENER	83.96	
						VENDOR TOTAL *	756.65	
0004668	WEST TOWN REFRIGERATION							
193890	003098		01	12/20/2010	110-5030-421.30-98	MONTHLY FEE	500.00	
						VENDOR TOTAL *	500.00	
0019383	WIEDENHOEFT BELL ELIZABETH							
804 SWAIN	002937		01	12/20/2010	510-6056-502.30-89	OVERHEAD SEWER REIMBURSE	3,300.00	
						VENDOR TOTAL *	3,300.00	
0010931	WORLD FUEL SERVICES							
334442	002979		01	12/20/2010	110-6047-512.40-19	GASOLINE	17,993.76	
334449	003008		01	12/20/2010	110-6047-512.40-18	DIESEL	20,757.61	
						VENDOR TOTAL *	38,751.37	
						HAND ISSUED TOTAL ***		123,109.01
						TOTAL EXPENDITURES ****	1,337,469.63	123,109.01
						GRAND TOTAL **********		1,460,578.64

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

December 6, 2010

To: Members of the City Council

Re: Appointment to the Elmhurst Library Board – John Morrissey

With your advice and consent, I will appoint John Morrissey replacing David J. Dyer to the Board of Trustees of the Elmhurst Public Library for a term to expire on July 1, 2013.

Respectfully submitted,

Peter P. DiCianni III
Mayor

PPD/ds
Attachment

Copies To All Elected Officials
12-06-10
12-16-10

CITY OF ELMHURST

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DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

December 16, 2010

To: Mayor DiCianni and Members of the City Council

Re: Tax Levy and Budget Planning – Aldermen York and Morley

It is respectfully requested that the attached memorandum from Aldermen York and Morley be forwarded to the Finance, Council Affairs and Administrative Services Committee for their review, evaluation and recommendation for City Council consideration.

Respectfully submitted,

Thomas P. Borchert
City Manager

TPB/pd

Copies To All
Elected Officials
12-16-10

CITY OF ELMHURST

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THOMAS P. BORCHERT
CITY MANAGER

MEMORANDUM

TO: Mayor DiCianni and Members of the City Council

FROM: Kevin York, Alderman 4th Ward & Steve Morley, Alderman 6th Ward

DATE: December 9, 2010

RE: Tax Levy and Budget Planning

In recent meetings while discussing the tax levy, many city council members expressed frustration that the discussion regarding the tax levy occurs up to six months prior to the corresponding budget discussions. Specifically, year after year the council is asked to levy a tax on the citizens of Elmhurst well in advance of review of the budget for which the tax levy pertains. Needless to say, this makes an already challenging task even more difficult. We believe that it is possible to make changes to the budget process so as to alleviate some of the "guess work" and explore options for a more effective outcome.

Believing that it is imperative that we are looking at the tax levy at the same time that we are looking at the corresponding city expenditures, we would ask the Finance, Council Affairs and Administrative Services Committee to begin to explore the options that exist to achieve this goal. A few options worth considering, but not limited to, include:

- Changing the cities current 04/30 fiscal year to a calendar year (12/31)
- Development of a 'rolling' 2 year budget subject to council approval
- Coordination of tax levy and budget discussions requiring that the city budget for two years (under the current fiscal year parameters) and discuss and implement the tax levy accordingly by May 1st, one year in advance.

By planning budgeted revenues and expenditures at the same time, we should be assured that the structure of City finances will be more accurately addressed. It is also our hope that the change in this process will result in clearer communication between city council members, city staff and the tax-paying citizens and stakeholders of Elmhurst.

O-75-2010

AN ORDINANCE AUTHORIZING EXECUTION OF A PURCHASE AND SALE AGREEMENT FOR THE EASTERN EIGHT (8') FEET OF THE PROPERTY COMMONLY DESCRIBED AS 153 ADDISON, ELMHURST, ILLINOIS

WHEREAS, the City of Elmhurst ("City") has offered to purchase, and the record owner (the "Seller") has offered to sell, the eastern eight (8') feet, and any adjacent appurtenant rights thereto ("Property") of the property, commonly known as 153 Addison, Elmhurst, Illinois; and

WHEREAS, the Property is located within the City's Elmhurst Central Business District (TIF #1) Tax Increment Financing Redevelopment Project Area ("TIF #1 Project Area"); and

WHEREAS, the corporate authorities of the City deem it advisable and necessary for the health, safety and welfare of the residents of the City and the orderly development of the TIF #1 Project Area, and to provide for the acquisition of the Property, specifically for improved ingress and egress to and from the proposed municipal parking structure to be constructed along Addison.

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

Section 1. The corporate authorities of the City hereby determine that it is advisable, necessary and in the best interests of the public health, safety and welfare of the City that the City purchase the Property for orderly development of the TIF #1 Project Area, in substantial accordance with the terms and provisions set forth in the Purchase and Sale Agreement, attached hereto and made a part hereof as Exhibit "A", and for a total cost not to exceed the purchase price set forth in said contract, plus or minus prorations, if any, and costs.

Section 2. The City is hereby authorized to execute, and the City Clerk is hereby authorized to attest, the Purchase and Sale Agreement with the Seller in substantially the form

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attached hereto as Exhibit "A", with such changes therein as shall be approved by the officials of the City executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from and after the execution and delivery of said contract.

Section 3. The officials, officers and employees of the City are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance and of the attached Purchase and Sale Agreement.

Section 4. This Ordinance shall be in full force and effect upon and after its passage, approval and publication in accordance with 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 – Authorizing execution of a Purchase and Sale Agreement for the Eastern Eight (8') Feet of the Property commonly known as 153 Addison, Elmhurst, Illinois

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

An ordinance authorizing the purchase the eastern eight (8') feet of the property commonly known as 153 Addison, Elmhurst, Illinois, for the improved ingress and egress to and from the proposed municipal parking structure to be constructed along Addison.

Execution
December 15, 2010

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this _____ day of December, 2010 ("Effective Date"), by and between Barry Wasserstrom and Oscar Fiorenzo, as sole beneficiaries and holders of power of direction, Itasca Bank and Trust, Trust No. 11382, dated February 22, 1996 ("Seller") and the CITY OF ELMHURST, an Illinois municipal corporation ("Purchaser").

RECITALS

Seller desires to sell and Purchaser desires to purchase, pursuant to the terms, provisions and conditions herein, the following:

A. That area of real property, owned by Seller and comprised of approximately nine hundred twenty-eight (928) square feet ("Real Property"), legally described on Exhibit A, attached hereto and made a part hereof, which is part of the balance of Seller's property, located at 153 Addison, Elmhurst, Illinois, and identified by DuPage County as Permanent Index No. 06-02-221-002 and legally described on Exhibit B, attached hereto, which parcel, together with appurtenances thereto, is hereinafter referred to as the "Seller's Property"; and

B. All rights, titles, interests, privileges and appurtenances used or connected with the legal or beneficial use or enjoyment of the Real Property owned by Seller, including, without limitation, any and all easements, rights-of-way, streets and alley adjacent to, abutting or serving the Real Property and, specifically, including that portion of the alley described on Exhibit C, attached hereto and made a part hereof ("Seller's Alley").

NOW, THEREFORE, in consideration of Ten Dollars ($10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the promises and covenants and agreements set forth herein, and other good and valuable considerations, the receipt and sufficiency of which the parties hereby conclusively acknowledge, the parties agree as follows:

1. PURCHASE AND SALE OF REAL PROPERTY

1.1 Seller agrees to sell and Purchaser agrees to purchase the Real Property on the terms contained herein.

2. PURCHASE PRICE

2.1 The cash Purchase Price for the Real Property is One Hundred Seventy-Five Thousand and no/100 Dollars ($175,000.00), allocated as follows:

Real Property	$74,240.00
Damage to the Remainder of Seller's Property	74,240.00
Replacement cost of relocated fence, demolition of garage and re-paving	26,520.00
Total	$175,000.00

2.2 In and part of Purchaser's consideration for acquiring the Real Property, the Purchase agrees to waive any and all City of Elmhurst permit fees associated with or related to the Seller's Work, as defined in paragraph 10.2 below, which includes permit fees for the demolition of the garage, erection of the relocated fence, the re-paving of Seller's Property over the demolished garage area and the relocation of Seller's screened garbage area.

3. TITLE

3.1 Title to the Real Property shall be conveyed to Purchaser at Closing in fee simple by a stamped Trustee's Deed in recordable form, with release of marital and homestead rights, if any, free and clear of any and all leases, tenancies, parties in possession, liens and security interests of all kinds except the lien of general real estate taxes not then due and payable, but subject to the "Permitted Exceptions," as that term is hereinafter defined.

3.2 Within three (3) business days after the Effective Date, Seller shall deliver to Purchaser a current title insurance commitment (the "Title Commitment") covering the Real Property, issued by Professional National Title Network (the "Title Insurer") in the amount of the Purchase Price and accompanied by legible copies of all documents referred to therein (the "Title Documents"). Purchaser shall have three (3) days after Purchaser's receipt of the Title Commitment and the Title Documents within which to object at its sole discretion by written notice to Seller to any exceptions to title set forth in the Title Commitment. Any title exception to which Purchaser fails to object shall be deemed approved. Seller shall have three (3) days after receiving Purchaser's notice to have the Title Insurer remove, waive or insure over any of the title exceptions to which Purchaser has objected, failing which Purchaser may terminate this Agreement. At Closing, the Title Insurer shall provide full extended coverage over the General Exceptions 1 through 5, the costs of which shall be borne by Seller. Any other endorsements shall be at the cost of Purchaser.

3.3 The term "Permitted Exceptions" shall mean: (i) the lien of real estate taxes not then due and payable, (ii) all matters shown on the Title Commitment that are approved by Purchaser, and (iii) any title exception created directly by any act or omission of Purchaser.

4. DOCUMENTS; SURVEY

4.1 Within three (3) days after the Effective Date by Seller, Seller shall deliver to Purchaser its existing survey and complete, legible copies of all documents and information in Seller's possession or are under Seller's control relating to the Real Property (the "Seller's Documents"), including but not limited to any environmental reports. If Closing does not take

place for any reason other than the breach of this Agreement by Seller, Purchaser shall promptly return all Seller's Documents to Seller. Seller represents and warrants to Purchaser that Seller has no knowledge that any of Seller's Documents are material inaccurate, incomplete, false or misleading.

4.2 Within three (3) days after the Effective Date, Seller shall deliver to Purchaser, at Seller's expense, an ALTA survey of the Real Property, dated not less than six (6) months prior to the Closing Date and certified to Purchaser and the Title Company, sufficient to cause the Title Company to insure over the General Exceptions of the Title Commitment. Within three (3) days after receipt of the survey, Purchaser shall notify Seller if the survey discloses any unacceptable matters and Seller shall have three (3) days from the date of Purchaser's notice to correct such unacceptable matters or to have title insurer insure over them failing which Purchaser shall have the right to terminate this Agreement or, at its option, to close this transaction subject to the unacceptable matters.

5. CONTINGENCY PERIOD

5.1 Within seven (7) days from the date of the Effective Date ("Contingency Period"), Purchaser, its agents, contractors, engineers, surveyors, attorneys, employees and invitees shall have the right to study the Real Property, including the right to enter the Real Property at any time and from time to time to make such studies, tests, analyses, and other determinations desired by Purchaser. Purchaser agrees to indemnify and hold Seller harmless for any damage to the Real Property or to any personal property resulting from the exercise of Purchaser's rights under this Paragraph. Purchaser shall reasonably restore any damage to the Real Property caused as a result of the exercise of any of the rights granted herein.

5.2 If Purchaser is not satisfied with the condition of the Real Property, in its sole discretion, within the Contingency Period, then Purchaser may terminate this Agreement by written notice to Seller on or before the expiration of the Contingency Period. Such termination shall be without any further liability to Purchaser, excepting the indemnification and restoration requirements under Paragraph 5.1, which shall survive Closing and/or the termination of this Agreement under this Paragraph for a period of the statute of limitations for such claims.

6. ADDITIONAL COVENANTS OF SELLER

In addition to all other covenants of Seller, Seller hereby covenants and agrees with Purchaser as follows:

6.1 So long as this Agreement remains in force, Seller shall not: (a) make or permit any material changes or alterations to any part of the Real Property; (b) enter into any agreement affecting any part of the Real Property; (c) permit any liens, mortgages, or other encumbrances not currently of record to be placed against any part of the Real Property; or (d) sell, lease or agree to sell or lease any part of the Real Property; allow any right or option relating to the Real Property to lapse or expire; or (e) violate any covenant or condition affecting the Real Property.

6.2 Seller shall maintain the Real Property until Closing in as good condition as exists as of the date of this Agreement and shall promptly notify Purchaser of any events that occur with respect to Seller's representations and warranties contained in Paragraph 7 below.

7. SELLER'S REPRESENTATIONS AND WARRANTIES

Seller hereby represents and warrants to Purchaser that, as of the date of execution of this Agreement:

7.1 No suit, action, arbitration or other legal proceedings are pending or has been threatened against the Real Property or against the Seller with respect to the Real Property.

7.2. No bankruptcy, insolvency, composition with or assignment for the benefit of creditors, or similar action or proceeding, whether voluntary or involuntary, is pending or threatened against Seller, and Seller has no intention of filing or commencing any such action or proceeding.

7.3 Seller is the sole fee simple owner of the Real Property and Seller possesses all requisite power and authority to enter into and perform this Agreement without the consent of any other person.

7.4 There are no existing contracts, leases, or options or rights of first refusal with respect to the Real Property, that will survive Closing, it being the obligation of Seller to terminate any and all existing leases, tenancies or possession agreements prior to or at Closing.

7.5 The Real Property shall be unoccupied, and free and clear of all tenancies or rights of possession at Closing.

7.6 Seller is not a foreign person [as the term is defined in Section 1445 of the Internal Revenue Code as amended by the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA)] and Seller at Closing shall provide Purchaser with an affidavit to that effect in compliance with FIRPTA.

7.7 Except for the threat of eminent domain condemnation by the Purchaser, pursuant to which Seller is entering into this Agreement, Seller has received no written notice that any eminent domain condemnation proceedings are threatened or contemplated.

7.8 The execution and performance of this Agreement by Seller will not result in a breach of, or constitute a default under, or conflict with, any agreements or instruments, judgments, decrees, orders, or awards of any court, governmental body or arbitrator, or any laws, rules or regulations binding upon Seller or the Real Property.

7.9 There are and shall be no judgments, liens or claims against Seller that affect the Real Property.

7.10 The continued validity of all Seller's representations, covenants and warranties contained herein are a condition precedent to Purchaser's performance of its obligations hereunder. All of Seller's representations and warranties shall be continuing and shall be true and correct on and as of the Closing and shall be deemed remade at that time. The effectiveness of Seller's representations and warranties shall not be affected by any investigation, verification or approval by Purchaser or by anyone on behalf of Purchaser, or by delivery of the transfer documents contemplated herein. If any of the representations, covenants and warranties contained in this Agreement shall be untrue or invalid, either on the date hereof or as of Closing, Purchaser shall, in addition to all other rights and remedies available at law or in equity, have the right to expend all sums reasonably necessary to correct such untruth or invalidity and to offset all sums so expended against the amounts otherwise due to Seller.

7.11 Purchaser acknowledges that Purchaser will be inspecting and conducting due diligence as to the condition of the Real Estate, and agrees that it is purchasing the Real Estate in **"AS IS, WHERE IS" CONDITION, INCLUDING ITS CURRENT ENVIRONMENTAL CONDITION, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXCEPT FOR SUCH WARRANTIES OR REPRESENTATIONS AS MAY BE EXPRESSLY SET FORTH IN WRITING HEREIN.**

8. ENVIRONMENTAL REPRESENTATIONS AND INDEMNITY

8.1 As a material inducement to Purchaser to enter into and perform its obligations herein, Seller hereby specifically represents and warrants to Purchaser and its successors and assigns that:

(a) During Seller's ownership of the Real Property, and to the best of Seller's knowledge, Seller has received no notice there has been a discharge, spillage, controlled or uncontrolled loss, seepage, or infiltration (a "Spill") of oil, petroleum or any other chemicals, liquids or solids, liquid or gaseous products, or any hazardous waste or hazardous substances, as those terms are used in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Illinois Solid Waste Management Act, the Illinois Clean Streams Law, or in any other federal, state or local law or ordinance that in any manner governs hazardous substances, as such laws and ordinances may be amended from time to time (collectively, the "Hazardous Waste Laws") at, upon, under or within the Real Property.

(b) Seller has not caused or to its knowledge permitted to occur, and through the date of Closing shall not permit to exist or occur, any condition on the Real Property which might, would or could cause a Spill at, upon, under or within the Real Property.

9. CLOSING

9.1 The "Closing" shall be held at the offices of Seller's attorney at a mutually agreeable location on or before December 30, 2010.

9.2 At the Closing, Seller shall deliver to Purchaser, in a form and substance satisfactory to Purchaser's counsel, the following:

(a) A recordable Trustee's Deed, conveying the Real Property in fee simple to Purchaser, or its assignee or nominee;

(b) Quitclaim Deed, conveying the Seller's interest in the Seller's alley to the Purchaser;

(c) All required real estate transfer declarations;

(d) An Affidavit of Title in customary form;

(e) Tax Proration Agreement; and

(f) All other documents necessary or appropriate in the reasonable opinion of Purchaser's attorney and the Title Insurer to close this transaction in accordance with this Agreement.

9.3 At the Closing, Purchaser shall deliver to Escrow the Purchase Price, plus or minus any prorations and credits, in readily available funds, which shall be payable as follows:

Cash to Seller, plus or minus prorations, at Closing	$167,500.00
Cash escrow to be held by Seller's attorney, pursuant to a Strict Joint Order Escrow and released upon relocation of the fence and demolition of the garage on the Real Property (as defined in paragraph 10.2 below)	$7,500.00

9.4 Seller shall pay, unless otherwise exempt, all state, county and municipal real estate transfer taxes applicable to the transaction, the title insurance premium, the charge for extended coverage and one-half (1/2) of the escrow fee. Purchaser shall pay the cost of recording the Trustee's Deed, any additional title endorsements and one-half (1/2) of the escrow fee.

9.5 Pursuant to the Tax Proration Agreement, Seller shall pay when due and be responsible for the timely payment of any and all 2010 and prorated 2011 (as of the Possession Date, as defined in paragraph 10.1 below) General Real Estate Taxes on the Seller's Property, of which the Real Property is part. As soon as practicable after Closing, Seller and Purchaser agree to cooperate in filing the necessary tax division petition, such that the Real Property and the Seller's Property shall each be assigned its own tax number, and each party shall, after the Closing Date, be responsible for the General Real Estate Taxes levied against its respective parcel.

9.6 Closing shall take place through an escrow with the Title Insurer, using the Title Insurer's standard form of deed and money escrow instructions, modified as necessary to

conform to the provisions of this Agreement as a "New York" style closing whereby Purchaser receives at Closing a title insurance policy conforming to the terms of this Agreement. The cost of the deed and money escrow and the New York style closing shall be divided equally between Seller and Purchaser.

10. POSSESSION AND SELLER'S WORK

10.1 Seller shall deliver possession of the Real Property to the Purchaser, the earlier of (i) completion of Seller's Work, as defined in paragraph 10.2 below, and (ii) April 1, 2011 ("Possession Date").

10.2 On or before April 1, 2011, the Seller shall complete (i) the removal and relocation of the fence along the east lot line of the Real Property to the east line of the Seller's Property; (ii) demolish the existing garage, remove all below garage foundations and repave with asphalt the demolished garage area footprint; and (iii) relocate the screened garbage area onto the Seller's Property. Seller shall apply for, within thirty (30) days, any and all City of Elmhurst permits necessary to commence Seller's Work and to diligently pursue completion of such work on or before April 1, 2011.

11. RISKS OF LOSS

Prior to Closing, and until the Possession Date, Seller shall bear the entire risk of loss to the Real Property and any improvements thereon. If all or any portion of the Real Property is condemned or any notice of condemnation is received by Seller prior to Closing, Purchaser shall have the option to terminate this Agreement, or to proceed to Closing, in which event the entire condemnation award if then available shall be credited to Purchaser, or if such award is not then available, all rights thereto shall be unconditionally assigned to Purchaser without the amount thereof being deducted from the Purchase Price.

12. REMEDIES

12.1 If Seller breaches or defaults under this Agreement, Purchaser shall be entitled to all remedies available at law or equity and all such remedies shall be cumulative and not exclusive.

12.2 If Purchaser breaches or defaults under this Agreement, and if Seller is not then in default, Seller shall be entitled to terminate this Agreement, as Seller's sole and exclusive remedy and Seller specifically waives all other remedies.

12.3 Any failure by either party to perform any provision of this Agreement, other than the requirement to close, shall not be deemed a default under this Agreement until such party has received written notice from the other party setting forth the alleged default and fails to cure such default within five (5) days of receipt of such notice.

13. BROKERAGE COMMISSION

Seller and Purchaser each represents and warrants to the other that there is no broker or finder involved in this transaction or due a commission by reason thereof. Each party agrees to indemnify, defend and hold the other party harmless on account of any claim for a brokerage commission or finder's fee against that party, including reasonable attorneys' fees and the costs and expenses of litigation or arbitration incurred by reason of a demand for payment by such broker or finder.

14. GENERAL PROVISIONS

14.1 Seller shall have no right to assign, transfer or encumber this Agreement or any of Seller's rights, benefits or obligations hereunder. The immediately preceding sentence to the contrary notwithstanding, the terms and conditions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, successors, assigns, and legal representatives.

14.2 All representations, warranties and indemnities contained in this Agreement or in any instrument, document or agreement delivered pursuant hereto shall, unless otherwise stated, survive the Closing for a period of one (1) year.

14.3 Any notice required or permitted hereunder shall be conclusively deemed to have been received either (a) when delivered in person with or without the party giving such notice receiving a signed receipt thereof, or (b) one (1) business day following the date deposited with Federal Express or other recognized overnight courier for overnight early morning delivery, or (c) on the third (3rd) business day following the date deposited in the United States mail, by registered or certified mail, return receipt requested, postage prepaid. Electronic mail (e-mail) and facsimile notices are not permitted and shall be deemed ineffective even if received. Any notices given in the manner hereby permitted shall be addressed as follows (or addressed in such other manner as the party being notified shall be requested by written notice to the other party):

If to the Purchaser:

Tom Borchert
City Manager
City of Elmhurst
209 North York Street
Elmhurst, Illinois 60126

With a copy to:

Nicholas S. Peppers
Storino, Ramello & Durkin
9501 West Devon Avenue
Suite 800
Rosemont, Illinois 60018

If to the Seller: _____

_____

_____

_____

With a copy to: Kenneth P. Johnson
Johnson & Assoc.
191 West Irving Park Road
Wood Dale, Illinois 60191

The failure or refusal of either party to accept any notice, demand, instruction or other writing given in accordance with the provisions of this Paragraph shall be conclusively deemed receipt thereof and knowledge of its contents; however, the failure to provide any such notice to any person entitled to a copy thereof shall not invalidate an otherwise properly given notice.

14.4 Whenever used herein, unless expressly provided otherwise, the term "days" shall mean consecutive calendar days, except that if the expiration of any time period measured in days occurs on a Saturday, Sunday or federal or State of Illinois legal holiday, such expiration shall automatically be extended to the next business day.

14.5 The necessary grammatical changes required to make the provisions of this Agreement apply to the past, present or future, or the singular or plural, or to the appropriate gender, as the intent of such changes is evident from the terms hereof, shall in all cases be assumed as though in each case fully expressed.

14.6 This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes any prior agreements or promises, whether written or oral, and the parties acknowledge and agree that all discussions or agreements which have induced the parties to execute this Agreement have been incorporated herein. No representation, warranties, agreements, undertakings or promises, whether written or oral, whether expressed or implied, shall be binding on the parties hereto or shall be deemed to have induced the parties to enter into this Agreement unless stated herein. No prior or contemporaneous writings shall be deemed part of this Agreement. No subsequent agreements or changes or modifications to this Agreement, whether expressed or implied, from the conduct of either party shall be binding upon the parties unless the same are reduced to writing and executed by the party to be charged therewith.

14.7 It is acknowledged and agreed by all parties hereto that each party to this Agreement has had the benefit of competent, independent legal counsel and other advisors, that each party has had an equal right to negotiate the terms hereof and participate in the drafting of this Agreement. No rule of law or construction that would require that this Agreement be construed more strongly for or against any party hereto shall be applicable to the enforcement, interpretation or construction of this Agreement.

14.8 This Agreement has been entered into and shall be performed in the State of Illinois and Illinois law shall govern the interpretation, construction and enforcement of this Agreement and the rights, duties and obligations of the parties hereunder. Exclusive venue for

any litigation involving this Agreement shall be in the Circuit Court of DuPage County, Illinois. In the event any party hereto shall become or be made a party to any litigation or other proceedings to interpret, construe or enforce this Agreement or on account of a breach or default hereunder, or otherwise on account of being a party hereto, then the prevailing party, in addition to any other right, remedy, relief or damages awarded in such litigation or proceedings shall also have the right to recover from the other party all of the prevailing party's costs and expenses of such litigation or other proceedings, including but not limited to the prevailing party's attorneys' fees. For purposes of this Paragraph, the "prevailing party" shall be the party who is successful on any significant issue and achieves some material benefit in bringing suit, or who receives a judgment or successfully obtains affirmative relief in its favor on any significant issue or who successfully defends a claim. It is acknowledged that there may be more than one "prevailing party" where there are multiple claims or defenses and consequently there may be multiple awards made pursuant to this Paragraph and in such instance the parties hereby authorize the Court to make separate award findings and then set them off against each other as appropriate.

14.9 Time is of the essence in the performance of each of the terms and provisions of this Agreement and only a written waiver executed by the party who would otherwise have the right to require such timely performance may waive this requirement of timely performance.

14.10 In the event any one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein, unless such provision materially deprives Purchaser of the benefit of its bargain hereunder, in which case Purchaser shall have the right to terminate this Agreement and receive a complete refund of the Deposit and any interest earned thereon.

14.11 Neither party may assign its rights, duties or obligations under this Agreement, without first obtaining the written consent of the other.

14.12 All paragraph headings and captions contained in this Agreement are for convenience of reference only and shall not affect or limit the construction or interpretation of any provisions of this Agreement.

14.13 This Agreement may be executed in two or more counterparts. Each of such executed counterparts shall be deemed an original hereof, and all such executed counterparts shall together constitute one and the same instrument, which instrument shall for all purposes be sufficiently evidenced by any such executed counterpart.

14.14 Submission of an unexecuted copy of this Agreement does not constitute an offer to purchase the Real Property. This Agreement shall constitute an offer to purchase only when executed by Seller and an authorized member of Purchaser.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

SELLERS:

_____
Barry Wasserstrom

_____
Oscar Fiorenzo

As Sole Beneficiaries and Holders of Power of Direction, Itasca Bank and Trust, Trust No. 11382

PURCHASER:

CITY OF ELMHURST,
an Illinois municipal corporation

By:_____

Attest:_____

EXHIBIT A

REAL PROPERTY LEGAL DESCRIPTION

The East 18 feet of Lot 7, except the East 10 feet thereof taken for alley purposes, in Block 2 of the Plat of the Town of Cottage Hill, being a subdivision in the East Half of the Northeast Quarter of Section 2, Township 39 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded June 10, 1871 as Document 14044, in DuPage County, Illinois.

EXHIBIT B

SELLER'S PROPERTY LEGAL DESCRIPTION

Lot 7 (except the West 120 feet) in Block 2 of Plat of the Town of Cottage Hill, being a subdivision in the East half of the Northeast quarter of Section 2, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded June 10, 1871 as Document 14044, except the East 10 feet thereof heretofore taken for alley purposes, in DuPage County, Illinois.

EXHIBIT C

SELLER'S ALLEY
LEGAL DESCRIPTION

The East 10 feet of Lot 7 in Block 2 of Plat of the Town of Cottage Hill, being a subdivision in the East half of the Northeast quarter of Section 2, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded June 10, 1871 as Document 14044, except the East 10 feet thereof heretofore taken for alley purposes, in DuPage County, Illinois.

Case 10P-07

ZO-24-2010

AN ORDINANCE APPROVING A SERIES OF 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 to amend (i) Section 10.2-2, Table I, for the purposes of amending the required number of parking spaces for "Physical Fitness Facilities / Health Clubs"; (ii) Section 11.6(i), for the purpose of amending the size of "Political Signs"; and (iii) Section 13.2 to modify the definition of "Grade" for buildings that do not have a wall adjoining a street; and

WHEREAS, public hearings to consider a text amendment to said Zoning Ordinance had been conducted by the City Zoning and Planning Commission ("Commission") on May 27, 2010 and June 24, 2010, pursuant to appropriate and legal notice; and

WHEREAS, during said public hearings, 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 hearings, deliberated its decision on July 8, 2010, and has filed its findings and recommendations with the Development, Planning and Zoning committee ("DPZ") of the City, on July 15, 2010, recommending approval of the text amendments described herein; and

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WHEREAS, the DPZ, after reviewing and considering the Commission findings, minutes and report, met on August 23, 2010, September 13, 2010, October 25, 2010, and November 8, 2010, and on November 8, 2010 (as revised November 22, 2010), issued its report recommending approval of the text amendments described herein; and

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

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

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

Section 2.

(A) Class No. 9, entitled "Parking Class," of Table I, entitled "Off-Street Parking (Parking Classes)," of Section 10.2, entitled "Off-Street Parking," of Chapter 10, entitled "Off-Street Parking and Loading Requirements," is hereby amended to delete, in its entirety, category "fff. Physical Fitness Facilities," and re-alphabetize the remainder of Table I, accordingly.

(B) Class No. 11, entitled "Parking Class," of Table I, entitled "Off-Street Parking (Parking Classes)," of Section 10.2, entitled "Off-Street Parking," of Chapter 10, entitled "Off-Street Parking and Loading Requirements, is hereby amended by inserting the following new category thereto in alphabetical order:

"e. Physical Fitness Facilities / Health Clubs."

(C) Section 11.6(i), entitled "Political Signs," of Section 11.6, entitled "Signs in any District Without Permit or Fee," of Chapter 11, entitled "Signs," of the Zoning Ordinance of the City, as amended, is further amended to read as follows (amendment language in bold):

> Section 11.6i – "Political Signs" – Such signs shall be located entirely on private property pursuant to the owner's consent. These signs shall be erected not more than 30 days before the election, and shall be removed within 3 days following such election. **Political Signs shall be limited to six (6) square feet in Conservation, Residential and Office districts (CR, RE, R1, R1A, R2, R3, R4, R5, HCC, O1 and OIC), 16 square feet in the C1, C2, C4 and C4A districts, and 32 square feet in the C3, I1 and I2 districts.**

(D) Section 13.2, entitled "Definitions," of Chapter 13, entitled "Rules and Definitions," of the Zoning Code of the City, as amended, is further amended to read as follows (proposed language in bold):

> Section 13.2 – Grade a. for buildings having walls adjoining one street only, the elevation of the sidewalk at the center of the wall adjoining the street; b. for buildings having walls adjoining more than one street, the average of the elevations of the sidewalk at the center of all walls adjoining the streets; c. for buildings having no wall adjoining the street, **the elevation of the finished surface of the ground at the center of the wall facing the street. The elevation of the finished surface of the ground shall be determined and established by the City Engineering.** Any wall approximately parallel to and not more than 5 feet from a street line is to be considered as adjoining the street. Where no sidewalk exists, the grade shall be established by the City Engineer.

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.

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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
Case No. 10P-07

SUBJECT: Ordinance – To approve a City-requested text amendment to the Zoning Ordinance, to amend (i) Section 10.2-2, Table I, for the purposes of amending the required number of parking spaces for "Physical Fitness Facilities / Health Clubs"; (ii) Section 11.6(i), for the purpose of amending the size of "Political Signs"; and (iii) Section 13.2 to modify the definition of "Grade."

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendations of the Development, Planning and Zoning Committee, an ordinance approving text amendments to the Zoning Ordinance to amend (i) the required number of parking spaces for "Physical Fitness / Health Clubs"; (ii) the size of "Political Signs"; and (iii) modifying the definition of "Grade" for buildings that do not have a wall adjoining a street.

R-70-2010
A RESOLUTION
TO SET THE RATE FOR SEWERAGE TREATMENT
FROM ILLINOIS AMERICAN WATER COMPANY

WHEREAS, the City of Elmhurst has entered into an agreement with Illinois American Water Company, and

WHEREAS, this agreement provides that the City of Elmhurst will treat sewerage delivered by Illinois American Water Company to the North Elmhurst Pumping Station at a rate, subject to periodic review, to be established by resolution; and

WHEREAS, the collection system and the area served by Illinois American Water Company is wholly within Region II of the DuPage County Wastewater Treatment Regionalization Plan;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS, that effective February 1, 2011, a rate of $2.618 per 1,000 gallons be established for treatment of sanitary sewerage from Illinois American Water Company.

Approved this _____ day of _____, 2010.

_____
Peter P. DiCianni III, Mayor

Adopted this _____ day
of _____, 2010
Ayes: _____ Nays: _____

_____
Patty Spencer, City Clerk

ILAmericanWaterCoRateResolution

Copies To All
Elected Officials
12/16/10

COUNCIL ACTION SUMMARY

SUBJECT: A Resolution To Set The Rate For Sewerage Treatment From Illinois American Water Company

ORIGINATOR: City Attorney/Finance Department

DESCRIPTION OF SUBJECT MATTER:

Illinois American Water Company (IAWC) provides water distribution and sewerage collection service to approximately 350 properties in the unincorporated area adjacent to Elmhurst's northeast boundaries. Per agreement with IAWC, the City of Elmhurst provides sewerage treatment services for this area. Annually the rate is reviewed and adjusted as necessary per agreement. The rate effective February 1, 2011, is $2.618 per thousand gallons.

Enclosed for your consideration is a resolution setting the new rate.

R- 71 - 2010

A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES AGREEMENT BY AND BETWEEN TRANSYSTEMS CORPORATION AND THE CITY OF ELMHURST

WHEREAS, the City of Elmhurst (hereinafter the "City") proposes to engage in a Local Agency Pavement Preservation (hereinafter "LAPP") Project along West Avenue from First Street to Lake Street (hereinafter the "Project"); and

WHEREAS, the proposed improvements include removal and replacement of deteriorated sections of curb, gutter, pavement and sidewalks, and the final pavement will include a three inch (3") grind of the existing concrete and a three inch (3") overlay with asphalt; and

WHEREAS, the Project has received Six Hundred Sixty-Eight Thousand Five Hundred Dollars ($668,500) in Federal STP funding for construction through the DuPage Mayors and Managers Conference; and

WHEREAS, the City requires design engineering services for the Project which will include the preparation of contract plans, specifications and cost estimates for a June 2011 contract letting through the Illinois Department of Transportation; and

WHEREAS, TranSystems Corporation (hereinafter "TranSystems"), has proposed to do this work on a cost plus fixed fee basis, with a total cost not to exceed Sixty-Three Thousand Two Hundred Sixteen Dollars and Eighty-Six Cents ($63,216.86); and

WHEREAS, the City has a satisfactory relationship with TranSystems, and it is advisable, necessary and in the public interest that TranSystems be employed to provide the design engineering services required for the Project; and

Copies To All
Elected Officials
12/16/10

WHEREAS, it is advisable, necessary and in the public interest that the City enter into the Agreement between the City of Elmhurst, Illinois and TranSystems Corporation for the Furnishing of Professional Engineering Services for the West Avenue Local Agency Pavement Preservation Project, which Agreement is attached hereto marked as Exhibit "A" and made a part hereof (the "Agreement").

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 the City has a satisfactory relationship with TranSystems, and it is advisable, necessary and in the public interest that the City enter into the Agreement with TranSystems for the design engineering services required for the Project.

Section 3: The Mayor be and is hereby authorized and directed to execute, and the City Clerk be and is hereby authorized and directed to attest to, on behalf of City, the Agreement with TranSystems for the design engineering services required for the Project.

Section 4: The Director of Public Works, or his designee, is hereby authorized to issue a written Notice to Proceed to TranSystems to commence the design engineering services required under the Agreement.

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Section 5: 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 professional engineering services agreement for the West Avenue LAPP Improvements

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 the professional engineering services agreement with TranSystems Corporation in order to provide design engineering services for the West Avenue LAPP Improvements.

Exhibit "A"

Agreement between the City of Elmhurst, Illinois
and
TranSystems Corporation
for the Furnishing of Professional Engineering Services for the
West Avenue Local Agency Pavement Preservation Project

AGREEMENT
between
THE CITY OF ELMHURST, ILLINOIS
and
TRANSYSTEMS CORPORATION
for the furnishing of
PROFESSIONAL ENGINEERING SERVICES
for the
WEST AVENUE LOCAL AGENCY PAVEMENT PRESERVATION PROJECT

THIS AGREEMENT, made and entered into by and between the CITY OF ELMHURST, ILLINOIS, hereinafter referred to as the "CITY," and TRANSYSTEMS CORPORATION, hereinafter referred to as the "ENGINEER," has been prepared and executed to provide for professional engineering services for the design of a Local Area Pavement Preservation, "LAPP," project along West Avenue from First Street to Lake Street in Elmhurst, Illinois, hereinafter referred to as the "PROJECT".

This agreement is hereinafter referred to as the "AGREEMENT". The work associated with this AGREEMENT is as described below as Engineering Services.

In consideration of these premises and of the mutual covenants herein set forth,

A. THE ENGINEER AGREES:

1. The ENGINEER shall serve as the CITY'S professional engineering consultant in those phases of the PROJECT to which this AGREEMENT applies. The ENGINEER shall perform the Engineering Services described in Exhibit A entitled, "Exhibit A – Scope of Engineering Services," which Exhibit A is attached hereto and made a part hereof.

2. Additional services beyond the scope of the Engineering Services above-described, requested in writing by the CITY, shall be performed by the ENGINEER in accordance with the Cost Estimate of Consultant Services, the Average Hourly Project Rates, and the Direct Cost Summary attached hereto marked as Exhibit B and made a part hereof.

3. Invoices submitted by the ENGINEER for payment shall contain a summary of the tasks performed, the budgeted hours and fees charged for the pay period per task, the actual hours and amount spent during the pay period per task, personnel utilized per task and the percentage completed per task.

4. The ENGINEER shall commence work within five (5) business days after a written Notice to Proceed has been issued by the CITY. The CITY shall have no obligation or liability to pay for any work performed by the ENGINEER prior to the date

of the written Notice to Proceed. The ENGINEER shall submit a schedule for the completion of the Engineering Services within ten (10) days after the written Notice to Proceed is issued by the CITY, which schedule will be subject to approval by the CITY.

5. The ENGINEER shall not perform Engineering Services during the time that the CITY is performing its review of any submittal from the ENGINEER, unless specifically directed by the CITY, in writing, to do so. A written notice to resume work will be issued by the CITY upon completion and approval of submittals by the ENGINEER. All Engineering Services shall be completed by June 17, 2011, unless the term of this AGREEMENT is extended as provided in this AGREEMENT.

6. The TERM of this AGREEMENT shall begin on the date this AGREEMENT is executed by both the CITY and the ENGINEER, and shall continue in full force and effect until the earlier of the following:

a. The termination of this AGREEMENT as provided in this AGREEMENT; or

b. June 17, 2011, or any new date for completion of the Engineering Services to which the City and the ENGINEER have agreed in writing; or

c. The completion by the ENGINEER and the CITY of their respective obligations under this AGREEMENT, in the event such completion occurs before June 17, 2011, or any new completion date agreed to by the parties.

7. The ENGINEER shall not perform any work pursuant to this AGREEMENT after the expiration of the TERM, and the CITY shall have no obligation to pay for any services rendered by the ENGINEER after the expiration of the TERM.

8. The ENGINEER shall prepare and submit, in a form and at such times as may be required by the CITY, written status reports summarizing the nature of Engineering Services performed during the preceding period, and the likely schedule for completion of the work.

9. The ENGINEER will perform services under this AGREEMENT in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the Chicagoland area. Notwithstanding anything to the contrary which may be contained in this AGREEMENT or any other material incorporated herein by reference, or in any agreement between the City and any other party concerning the PROJECT, the ENGINEER shall not have control or be in charge of, and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the PROJECT. Any provision which purports to amend this provision shall be without effect unless it contains a reference that

the content of this condition is expressly amended for the purposes described in such amendment and is signed by the ENGINEER.

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

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);

(2) Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);

(3) Professional Liability/Malpractice Liability policy; and

(4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

b. Minimum Limits of Insurance

The ENGINEER shall maintain limits no less than:

(1) Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be $2,000,000 per project.

(2) Automobile Liability: $1,000,000 combined single limit per accident or bodily injury and property damage.

(3) Professional Liability: $2,000,000 single limit for errors and omissions, professional/malpractice liability.

(4) Workers' Compensation and Employers' Liability: Workers' Compensation insurance within statutory limits, and Employers' Liability limits of $500,000 per accident.

(5) Umbrella Liability: $2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

Minimum Aggregate shall be no less than $2,000,000 per person, per aggregate.

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

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

d. **Other Insurance Provisions**

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

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

(a) The CITY, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the ENGINEER; or automobiles owned, leased, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officials, employees, and volunteers.

(b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the CITY, its officials, agents, employees, and volunteers shall be in excess of the ENGINEER's insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officials, agents, employees, and volunteers.

(d) The ENGINEER's insurance shall contain a severability of interests clause or language stating that the ENGINEER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages

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

e. Acceptablity of Insurers

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

f. Verification of Coverage

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

11. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the CITY, its officials, employees and volunteers against injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the CITY, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful performance of this work by the ENGINEER, its employees, or subcontractors, except that arising out of the negligence or willful act of the CITY, its officials, employees and volunteers. The ENGINEER shall, at its own expense, appear, defend and pay reasonable charges of attorneys and reasonable costs and other expenses arising therefore or incurred in conjunction therewith, and, if any judgment shall be rendered against the CITY, its officials, employees and volunteers, in any such action, the ENGINEER shall, at its own expense, satisfy and discharge the same. Nothing contained herein shall be construed as prohibiting the CITY, its officials, employees and volunteers from defending, through the selection and use of their own agents, attorneys and experts, any injuries, deaths, loss, damages, claims, suits, liabilities, and judgments brought against them. The CITY'S participation in its defense shall not remove the ENGINEER'S duty to indemnify, defend and hold harmless the CITY as set forth herein.

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

13. The ENGINEER represents and warrants to the CITY that 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. The ENGINEER further represents and warrants to the CITY that the ENGINEER and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The ENGINEER hereby agrees to defend, indemnify and hold harmless the CITY, the corporate authorities, and all CITY elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.

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

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

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

17. This AGREEMENT may be terminated by the CITY, upon seven (7) days' written notice to the ENGINEER, at its last known post office address. Provided that, should this AGREEMENT be terminated by the CITY, the ENGINEER shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination

shall become the property of, and made available to, the CITY. Within fourteen (14) days after notification and request, the ENGINEER shall deliver to the successor CITY Engineer all property, books and effects of every description in its possession belonging to the CITY and pertaining to the office of CITY Engineer.

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

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

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

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

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

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

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

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

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

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

23. The ENGINEER, during the period commencing upon the execution of this AGREEMENT and concluding one (1) year following the completion of the PROJECT, shall not accept employment from any developer developing land within the CITY or any contractor, subcontractor or material supplier performing work or supplying material to the CITY without fifteen (15) days prior written notice to the CITY.

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

25. Prior written approval must be obtained from the CITY by the ENGINEER prior to hiring any technical sub-consultants to complete tasks ordered by the CITY, which consent will not be unreasonably withheld. Any sub-consultant hired by the ENGINEER shall be supervised by the ENGINEER, and the ENGINEER shall be solely responsible for any and all work performed by such sub-consultant in the same manner and with the same liability as if the work was performed by the ENGINEER. The CITY shall be named as a third-party beneficiary of any agreement between the ENGINEER and any sub-consultant.

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

27. The ENGINEER hereby assigns to the CITY and its successors and assigns all of its right, title, interest and ownership in the Work, including, but not limited to, copyrights, trademarks, patents, and trade secret rights and the rights to secure any

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

28. The drawings, specifications, reports, and any other PROJECT documents prepared by the ENGINEER in connection with any or all of the services furnished hereunder shall be delivered to the CITY for the use of the CITY. Furthermore, it is understood and agreed that the PROJECT documents such as, but not limited to, reports, calculations, drawings, and specifications prepared for the PROJECT, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use. The CITY may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the PROJECT. Any reuse of PROJECT documents, without the express written consent of the ENGINEER, shall be at CITY'S sole risk; and the CITY shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. The ENGINEER shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the ENGINEER'S promotional and professional materials. The ENGINEER's materials shall not include the CITY'S confidential and proprietary information.

29. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the CITY except as expressly authorized by the CITY. The ENGINEER shall treat such information at all times as confidential. The ENGINEER acknowledges that each of the following can contain confidential information of the CITY and that the disclosure of any of the following by the ENGINEER without the CITY'S express authorization would be harmful and damaging to the CITY'S interests:

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

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

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

d. Financial information and police records.

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

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

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

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

33. The ENGINEER'S opinions of probable PROJECT construction cost provided for herein are to be made on the basis of the ENGINEER'S experience and qualifications and represent the ENGINEER'S judgment as a design professional familiar

with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.

B. THE CITY AGREES:

1. The CITY shall pay the ENGINEER, for the Engineering Services above-described, a fee not to exceed Sixty-Three Thousand Two Hundred Sixteen Dollars and Eighty-Six Cents ($63,216.86).

2. The CITY shall pay the ENGINEER'S direct reimbursable expenses in accordance with the Direct Cost Summary included in Exhibit B. For all direct expenses totaling more than Twenty-Five Dollars ($25.00), the ENGINEER shall provide copies of receipts from suppliers of expendable materials. Invoices for reimbursable expenses shall be provided no later than sixty (60) days after the expense is incurred by the ENGINEER, and if such invoices are not provided within sixty (60) days, the CITY shall not be required to pay such reimbursable expenses.

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

4. Payment of ENGINEER'S Fee. The CITY, for and in consideration of the rendering of the Engineering Services enumerated herein shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:

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

(2) The CITY shall pay the ENGINEER the amounts invoiced, less one percent (1%) retainage, provided that the amount invoiced, together with the amounts of previous partial payments, does not exceed Sixty-Three Thousand Two Hundred Sixteen Dollars and Eighty-Six Cents ($63,216.86).

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

(4) Final payment shall be made to the ENGINEER upon completion of the Engineering Services, delivery of all plans, specifications or other documents to be prepared by the ENGINEER pursuant to this AGREEMENT, and acceptance thereof by the CITY.

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

C. IT IS MUTUALLY AGREED:

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

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

3. Each party to this AGREEMENT shall designate one or more persons to act with authority 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.

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

a. If to the CITY:

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

b. If to the ENGINEER:

TRANSYSTEMS
1051 Perimeter Drive, Suite 1025
Schaumburg, Illinois 60173
Attn: Mr. Todd S. Bright, Vice 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.

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

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

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

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

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

10. This AGREEMENT may be signed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

D. CERTIFICATION OF ENGINEER

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

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

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

   c. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;

   d. in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);

   e. in compliance with equal employment opportunities and that during the performance of the AGREEMENT, the ENGINEER shall:

      (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

      (2) If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

      (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights; and the CITY and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis or race, creed, color, or national origin because of habit, local custom, or otherwise.

(8) ENGINEER (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed

subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding $10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that ENGINEER will retain such certifications in its files.

(9) In the event of the ENGINEER's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the ENGINEER may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

f. in compliance with 775 ILCS 5/2-105(A)(4)by having in place and enforcing a written sexual harassment policy.

g. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the CITY, and this AGREEMENT may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

h. in compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:

(1) Publishing a statement:

(a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER's workplace.

(b) Specifying the actions that will be taken against employees for violations of such prohibition.

(c) Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:

(i) abide by the terms of the statement; and

(ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(2) Establishing a drug-free awareness program to inform employees about:

(a) the dangers of drug abuse in the workplace;

(b) the ENGINEER's policy of maintaining a drug-free workplace;

(c) any available drug counseling, rehabilitation, and employee assistance program; and

(d) the penalties that may be imposed upon employees for drug violations.

(3) Making it a requirement to give a copy of the statement required by subparagraph D.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.

(4) Notifying the CITY within ten (10) days after receiving notice under Subparagraph D.I.h.(1)(c)(ii) from any 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.

i The ENGINEER certifies that the ENGINEER is in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*), 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.

j. not a CITY official, spouse or dependent child of a CITY official, agent on behalf of any CITY official or trust in which a CITY official, the spouse or dependent child of a CITY official in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code.

k. not in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code by an officer or employee of the CITY having solicited any gratuity, discount, entertainment, hospitality, loan, forebearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the ENGINEER.

l. not in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code by the ENGINEER having given to any officer or employee of the CITY any gratuity, discount, entertainment, hospitality, loan, forebearance, 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.

m. the ENGINEER 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, the ENGINEER shall review its records and promptly produce to the CITY any records in the ENGINEER'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 ENGINEER 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.

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 Street
Elmhurst, Illinois 60126

ATTEST:

By _____
Peter P. DiCianni III, Mayor

By _____
City Clerk

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

TRANSYSTEMS
1051 Perimeter Drive, Suite 1025
Schaumburg, Illinois 60173

ATTEST:

By _____
Todd S. Bright, Vice President

By _____

TranSystems

1051 Perimeter Drive
Suite 1025
Schaumburg, IL 60173-5058
Tel 847 605 9600
Fax 847 605 9610

www.transystems.com

October 29, 2010
West Avenue (FAU 2659) LAPP Improvements: First Street to Lake Street
Phase 1 & 2 Engineering
City of Elmhurst

EXHIBIT A – SCOPE OF ENGINEERING SERVICES

Project Description

This project involves preparing construction plans and specifications for the Local Agency Pavement Preservation (LAPP) project along West Avenue from First Street to Lake Street in the City of Elmhurst; a distance of approximately 7,920 feet (1.5 miles).

Project Scope of Work:

The scope of work includes a variable depth mill and 3 inch overlay of this roadway section. It will also involve removing and replacing deteriorated portions of curb and gutter and sidewalks. Areas of extensive deteriorated pavement will be patched after the milling and before the overlay is constructed. Structure adjustments or reconstruction as well as parkway restoration will be performed.

TranSystems will prepare the contract plans, specifications, and cost estimates for a June 2011 contract letting through IDOT. The work shall be prepared in accordance with IDOT requirements for LAPP projects including obtaining LAPP approval. The plans and specifications will provide sufficient guidance to the contractor necessary to bid the project, provide the contractor with geometric layout requirements to allow the contractor to establish controls during construction, and include sufficient details for completing the street resurfacing. The plans will be reviewed by the City and IDOT. Coordination with IDOT and FHWA will also be required.

Scope of Engineering Services:

1. Project Coordination and Data Collection

   - Kick-off meeting to discuss project scope, and obtain electronic files as available from the City containing pavement information, centerline and stationing, utility data, striping, and geometrics for the project limits.
   - Prepare LAPP Approval (BLR 33410) and submit to IDOT for approval.
   - Conduct pre-final plan review meetings with the City and IDOT to discuss plan comments.
   - Prepare Job Number Request Form (JNRF) and submit to DuPage Mayors and Managers Conference and IDOT.

2. Infrastructure Condition Identification

- Conduct a site inspection with City staff to identify locations of pavement patching, concrete curb and gutter repair, sidewalk repair, and drainage structure adjustment/reconstruction.
- No soil borings or pavement cores will be obtained since the purpose of the project is to resurface the roadway to keep the pavement section in serviceable condition.

3. Topographic Survey

- Conduct a limited topographic survey to establish geometric control and centerline stationing, as well as obtain locations of utility structures. Also document the location of existing pavement markings and detector loops.
- Plan sheets will be prepared using existing electronic plan files or aerial photographs from the City. A full topographic survey is not proposed. GIS data from the City will be utilized if available.
- Download the survey into Microstation cadd format and create base sheets at 1"=50' scale.

4. Contract Plans, Specifications, and Estimates (PS&E)

It is anticipated that the following sheets will be included in the contract plans:

a.	Cover Sheet and Index of Sheets	1
b.	General Notes and Listing of Highway Standards	1
c.	Summary and Schedule of Quantities	2
d.	Typical Sections	1
e.	Plan Sheets	4
f.	Striping Sheets	4
g.	IDOT Utility Adjustment Detail	1
h.	IDOT Curb & Gutter Removal & Replacement Detail	1
i.	IDOT Traffic Control and Protection Standards	1
j.	IDOT Butt Joint and Bituminous Taper Detail	1
k.	IDOT Pavement Marking Letters and Symbols Detail	2
l.	IDOT Arterial Road Information Sign	1
m.	IDOT Driveway Entrance Signing	1
n.	IDOT District 1 Detector Loop Installation	1
	TOTAL	22

- Conduct quantity take-offs and prepare estimate of construction cost based on current unit price data.
- Prepare specifications and contract documents based on IDOT standards.
- Submit plans and documents to the City and IDOT for review and comment.

5. Preparation of Final PS&E

- Based on comments received from the City and IDOT, prepare final contract plans, specifications, and estimates.
- Process final contract plans, documents, and agreements through IDOT for a contract letting.

Project Schedule

LAPP Application Submitted	August 2010
Notice to Proceed	December 6, 2010
LAPP Form Submittal	December 2010
Kick-off Mtg/JNRF Submitted	December 2010
LAPP Approval	January 2011
Pre-Final Plans Submitted	January 28, 2011
PS&E Submitted	March 28, 2011
Letting	June 17, 2011

Assumptions:

1. Special waste testing will not be required

Illinois Department of Transportation

Exhibit B

Cost Estimate of Consultant Services
(Direct Labor Multiple)

Firm	TranSystems	Date	11/01/10
Route	West Avenue		
Section	City of Elmhurst	Overhead Rate	162.31%
County	DuPage		
Job No.	2010	Complexity Factor	0
PTB & Item	LAPP		

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	(2.85+R) TIMES PAYROLL (C)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	DBE TOTAL (C+D+E)	TOTAL (C+D+E)	% OF GRAND TOTAL
	Coordination & Data Collection	56	2,682.40	7,644.84	45.00			7,689.84	12.16%
	Infastructure Condition	48	2,183.81	6,223.87	135.00			6,358.87	10.06%
	Survey	120	3,507.26	9,995.68	270.00			10,265.68	16.24%
	Pre-Final PS&E	240	9,168.72	26,130.85	324.20			26,455.05	41.85%
	Final PS&E	112	4,185.69	11,929.20	518.20			12,447.40	19.69%
	TOTALS	576	21,727.88	61,924.46	1,292.40	0.00	0.00	63,216.86	100.00%

DBE 0.00%

BDE 026 (Rev. 2/06)

Illinois Department of Transportation

Average Hourly Project Rates

Route	West Avenue
Section	City of Elmhurst
County	DuPage
Job No.	2010
PTB/Item	Local STP

Consultant TranSystems

Date 11/01/10

Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			Coordination & Data Collection			Infastructure Condition			Survey			Pre-Final PS&E			Final PS&E		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal in Charge	$70.00	0																	
Senior Project Manager (Highv	$68.54	4	0.69%	0.48	4	7.14%	4.90												
Project Manager (Highway)	$56.10	120	20.83%	11.69	28	50.00%	28.05	24	50.00%	28.05				48	20.00%	11.22	20	17.86%	10.02
Construction Manager	$63.20	0																	
Chief Structural Engineer	$70.00	0																	
Architect	$48.03	0																	
Senior Project Engineer (Highv	$53.99	0																	
Project Engineer (Highway)	$48.60	0																	
Design Engineer III (Highway)	$43.18	48	8.33%	3.60										48	20.00%	8.64			
Design Engineer II (Highway)	$34.89	164	28.47%	9.93	24	42.86%	14.95	24	50.00%	17.44				48	20.00%	6.98	68	60.71%	21.18
Design Engineer I (Highway)	$28.04	48	8.33%	2.34										48	20.00%	5.61			
Land Surveyor	$45.51	0																	
Survey Crew Chief	$31.45	48	8.33%	2.62							48	40.00%	12.58						
Instrument Person	$31.45	0																	
Rodman	$20.63	0																	
CADD Technician III	$28.80	120	20.83%	6.00							48	40.00%	11.52	48	20.00%	5.76	24	21.43%	6.17
CADD Technician II	$25.64	24	4.17%	1.07							24	20.00%	5.13						
CADD Technician I	$19.57	0																	
Senior Administrator	$45.49	0																	
Administrative Assistant	$23.57	0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
TOTALS		576	100%	$37.72	56	100%	$47.90	48	100%	$45.50	120	100%	$29.23	240	100%	$38.20	112	100%	$37.37

TranSystems

West Avenue LAPP Improvements
First Street to Lake Street
City of Elmhurst

October 29, 2010

Direct Cost Summary

					Outside Direct Cost	
ITEM 1: Project Coordination and Data Collection						
1.) Mileage to meetings						
30 miles/mtg x	3 mtgs x	$	0.50 /mile		$ 45.00	
				Item 1 Total		$ 45.00
ITEM 2: Infrastructure Condition Identification					Outside Direct Cost	
1.) Vehicle Expense						
	3 days x	$	45.00 /day		$ 135.00	
				Item 2 Total		$ 135.00
ITEM 3: Topographic Survey					Outside Direct Cost	
1.) Vehicle Expense						
	6 days x	$	45.00 /day		$ 270.00	
				Item 3 Total		$ 270.00
ITEM 4: Pre-final PS&E					Outside Direct Cost	
1.) Xerox Copies (Specifications)						
150 sheets x	10 copies x	$	0.10 /copy		$ 150.00	
2.) Xerox Copies (Reduced Size Plans)						
22 sheets x	10 copies x	$	0.20 /copy		$ 44.00	
3.) Xerox Copies (full-size plans)						
22 sheets x	2 copies x	$	0.80 /copy		$ 35.20	
4.) Vehicle Expense (meetings, field checks)						
	1 day x	$	45.00 /day		$ 45.00	
5.) Overnight Deliveries						
	2 each x	$	25.00 /each		$ 50.00	
				Item 4 Total		$ 324.20
ITEM 5: Final PS&E					Outside Direct Cost	
1.) Xerox Copies (Specifications)						
150 sheets x	10 copies x	$	0.10 /copy		$ 150.00	
2.) Xerox Copies (Reduced Size Plans)						
22 sheets x	10 copies x	$	0.20 /copy		$ 44.00	
3.) Xerox Copies (full-size plans)						
22 sheets x	2 copies x	$	0.80 /copy		$ 35.20	
4.) Original Mylars						
22 sheets x	1 copies x	$	12.00 /copy		$ 264.00	
5.) Overnight Deliveries						
	1 each x	$	25.00 /each		$ 25.00	
				Item 4 Total		$ 518.20
TOTAL DIRECT COSTS						$ 1,292.40

R-72-2010

A RESOLUTION ACCEPTING A DONATION OF SECURITIES TO BE HELD ON BEHALF OF THE ELMHURST PUBLIC LIBRARY, AUTHORIZING THE ESTABLISHMENT OF A BROKERAGE ACCOUNT AND APPROVING AND AUTHORIZING THE EXECUTION OF AN ACCOUNT AGREEMENT AND DISCLOSURE STATEMENT WITH EDWARD D. JONES & CO., L.P.

WHEREAS, an anonymous donor wishes to donate certain uncertificated financial securities (the "Donation") to the City of Elmhurst (the "City") to be held by the City on behalf of the Elmhurst Public Library (the "Library"); and

WHEREAS, the corporate authorities of the City find it in the best interests of the City to accept the Donation on behalf of the Library and establish a brokerage account with Edward D. Jones & Co., L.P. ("Edward Jones") to hold the Donation and execute an Account Agreement and Disclosure Statement with Edward Jones regarding the same.

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

Section 1. That the recitals set forth above are hereby incorporated into and made a part of this Resolution.

Section 2. That the City hereby accepts the Donation on behalf of the Library and the Donation shall be held in a brokerage account established by the City with Edward Jones (the "Account").

Section 3. That the establishment of the Account is hereby approved and authorized and the Account Agreement and Disclosure Statement with Edward Jones (the "Agreement"), a copy of which is on file in the Office of the Director of Finance and Administration, is approved

Copies To All Elected Officials 12/16/10

and the Mayor, City Clerk, and all other necessary City officials and officers are authorized and directed to execute the Agreement.

Section 4. That those individuals currently holding the positions of Treasurer, Director of Finance and Administration, Assistant Director of Finance and Administration and Accounting Manager, and their successors, are and shall be authorized signatories on the Account.

Section 5. That the City officials, officers, employees and agents are hereby authorized and directed to take such actions and execute such documents as are necessary to accept the Donation, establish the Account and carry out the purpose and intent of the Agreement and this Resolution.

APPROVED 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, Cook and DuPage Counties, Illinois

ATTESTED and filed in my office,
this ___ day of _____, 2010.

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

COUNCIL ACTION SUMMARY

SUBJECT: Resolution accepting a donation of securities to be held on behalf of the Elmhurst Public Library, authorizing the establishment of a brokerage account and approving and authorizing the execution of an account agreement and disclosure statement with Edward D. Jones & Co., L.P.

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

This Resolution accepts a donation on behalf of the Library and authorizes establishment of a brokerage account with Edward D. Jones & Co., L.P. for the maintenance of said account.

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

December 9, 2010

To: Members of the City Council

Re: Appointment to the City Council

It is my pleasure to nominate Mr. Scott M. Levin to fill the remainder of the aldermanic term in the 5th Ward. Mr. Levin is a devoted family man with a firm commitment to serve his community and his neighborhood. I believe he will do a fine job representing all the residents of the 5th Ward and the community. Attached please find a statement of Aldermanic qualifications submitted by Mr. Levin.

Please be advised that I will seek City Council confirmation of this appointment at the regularly scheduled City Council meeting on Monday, December 20, 2010.

Thank you for your consideration of Mr. Levin.

Respectfully submitted,

Peter P. DiCianni III
Mayor

PPD/ds
Attachment

Copies To All
Elected Officials
12-09-10
12-16-10