

AGENDA
OF BUSINESS TO BE BROUGHT BEFORE THE MEETING
OF THE CITY COUNCIL OF ELMHURST, ILLINOIS, 209 NORTH YORK
MONDAY, AUGUST 15, 2011
7:30 P.M.

1. Executive Session 6:30 p.m. – Pending Litigation, Security Procedures and the Use of Personnel, Threatened/Imminent Litigation (Conf. Room #2)
2. Call to Order /Pledge of Allegiance/Roll Call
3. Receipt of Written Communications and Petitions from the Public
4. Public Forum
5. Consent Agenda
 - a. Minutes of the Regular Meeting Held on Monday, August 1, 2011 (City Clerk Spencer): Approve as published
 - b. Accounts Payable – August 15, 2011, Total \$ 1,077,537.11
 - c. Bid Results, 2011 Sidewalk Replacement (City Clerk Spencer): Refer to the Public Works & Buildings Committee
 - d. Bid Results, Ford Expedition Special Service Vehicle (City Clerk Spencer): Refer to the Public Affairs & Safety Committee
 - e. Case Number 11-HPC-01/Donna M. Almerico @ 208 Arlington Ave. (City Manager Grabowski): Refer to the Development, Planning & Zoning Committee
 - f. Report – Two (2) 2011 Case Model 590-SN Loader Backhoes (PW&B)
 - g. Report – WWTP Anaerobic Digester Construction Engineering Services and Loan Assistance Proposal (PW&B)
 - h. Report – Anaerobic Digester Construction Contract at the Elmhurst Waste Water Reclamation Facility (PW&B)
 - i. Report – Removal and Abandonment of Well #6 (PW&B)
 - j. Report – Property Tax Rebate Program Review (F,CA&AS)
 - k. Report – Case Number 11ZBA-07/Spudeas Variation (DP&Z)
 - l. O-44-2011 – An Ordinance Authorizing Execution of a Certain Agreement By and Between Verizon Wireless and the City of Elmhurst and to Accept the Proposal of Verizon Wireless for Cellular Phone Service and Additional Services to be Performed Pursuant to Said Agreement
 - m. MCO-10-2011 – An Ordinance to Amend Article VI Entitled, “Special Stops,” of Chapter 44 Entitled, “Motor Vehicles and Traffic,” of the Municipal Code of the City of Elmhurst, Illinois (Montrose at Rex Blvd.) (Vallette St. at Rex Blvd.) (Fairview Ave. at Prairie Path Ln.) (Sunnyside Ave. at Prairie Path Ln.)
 - n. MCO-11-2011 – An Ordinance Amending Article II, Entitled “Retail Licenses,” of Chapter 36, Entitled “Liquor,” of the Municipal Code of Ordinances of the City of Elmhurst, DuPage and Cook Counties, Illinois (Angelo’s)
 - o. R-28-2011 – A Resolution Authorizing the Issuance of a Notice of Award for 2011 Asphalt Rejuvenating Treatment Contract
 - p. R-29-2011 – A Resolution Authorizing the Issuance of a Notice of Award for the 2011 Concrete Pavement Patching Program for the City of Elmhurst, Illinois
 - q. R-30-2011 – A Resolution Authorizing the Issuance of a Notice of Award for the Generator Replacement at the Elmhurst Wastewater Treatment Plant

6. Reports and Recommendations of Appointed and Elected Officials

a. Updates (Mayor DiCianni)

7. Other Business

8. Announcements

9. Adjournment

PLEASE NOTE:

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

MINUTES OF THE REGULAR MEETING OF THE
 CITY COUNCIL OF THE CITY OF THE ELMHURST, ILLINOIS
 HELD ON MONDAY, AUGUST 1, 2011
 209 NORTH YORK STREET
 ELMHURST, ILLINOIS

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Copies To All
 Elected Officials
 08/11/11

MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF ELMHURST, ILLINOIS
HELD ON MONDAY, AUGUST 1, 2011
209 NORTH YORK STREET
ELMHURST, ILLINOIS

CALL TO ORDER//PLEDGE OF ALLEGIANCE/ROLL CALL

Attendance: 13

1. In the absence of Mayor DiCianni, the Regular Meeting of the Elmhurst City Council was called to order by City Clerk Spencer at 7:30 p.m.

Present: Paula Pezza, Diane Gutenkauf, Norman Leader, Bob Dunn, Michael J. Bram Scott Levin, Patrick Wagner, Mark A. Mulliner

Absent: Mayor DiCianni, Dannee Polomsky (arrived at 7:34 p.m.), Kevin L. York, Stephen Hipskind, Chris Healy (arrived at 7:34), Jim Kennedy (arrived at 7:34), Steve Morley,

Also in Attendance: City Treasurer Dyer, City Attorney Storino, City Manager Grabowski (arrived at 7:34 p.m.), Director of Finance & Administration Gaston, Police Chief Neubauer, Public Works Director Hughes

City Clerk Spencer asked for a motion and second to appoint longest serving alderman, Alderman Mulliner, Mayor Pro-Tempore for tonight's meeting.

Alderman Pezza moved to appoint Alderman Mulliner Mayor Pro-Tempore for tonight's meeting. Alderman Wagner seconded. Voice vote, motion carried.

RECEIPT OF WRITTEN COMMUNICATIONS AND PETITIONS FROM THE PUBLIC

2. None.

PUBLIC FORUM

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

Commented on the PowerPoint presentation given by Burke/RJN at the last Council meeting.

Kathleen Sullivan
133 Pine St.
Elmhurst, IL 60126

Spoke regarding the recent storm on the one (1) year anniversary of the flood. She stated there was no flooding this time but there were power outages. She stated she hopes that the City is working toward preventing flooding and power outages.

Tom McKenna
375 S. York St.
Elmhurst, IL 60126

Stated recently a Public Works employee conducting an inspection at 357 Walnut Ave. noticed a small hole and reported it. The hole turned out to be a 14" wide well. He thanked the Public Works department and Building Commissioner Dubiel for their observation, follow-up and action to seal the well and prevent a problem.

CONSENT AGENDA

4. The following items on the Consent Agenda were presented:
 - a. MINUTES OF THE REGULAR MEETING HELD ON MONDAY, JULY 18, 2011 (City Clerk Spencer):
Approve as published
 - b. MINUTES OF THE EXECUTIVE SESSION HELD ON MONDAY, JULY 25, 2011 (City Clerk Spencer):
Receive and place on file
 - c. ACCOUNTS PAYABLE – JULY 31, 2011, TOTAL \$ 1,442,869.63

- d. REPORT – GENERATOR REPLACEMENT AT THE ELMHURST WASTE WATER TREATMENT PLANT The following report of the Public Works & Buildings Committee was presented:

July 25, 2011

To: Mayor DiCianni and Members of the City Council
RE: Generator Replacement at the Elmhurst Waste Water Treatment Plant

The Public Works and Buildings Committee met on Monday, July 25, 2011, to discuss bids received for the removal and replacement of the existing dual fuel (natural gas/digester gas) generator at the City of Elmhurst's Wastewater Plant at 625 S. Route 83, Elmhurst, IL.

A legal ad appeared in the press and invitations to Bid were sent to eight generator installation contractors. Plans and specifications were made available at the Public Works Counter. Bids were received from four contractors and are summarized below. All bidders included a bid bond. A tally of the bids follows:

Contractor	Generator Set
Newcastle Electric, Inc., Itasca, IL	\$320,000 Kraft
Cattaneo Electric Company, Darien, IL	\$353,300 Kraft
Connelly Electric Co., Addison, IL	\$474,000 Caterpillar
Rex Electric & Tech., LLC, Chicago, IL	\$308,448* Kraft (withdrew bid)
Rex Electric & Tech., LLC, Chicago, IL	\$351,794* Caterpillar (withdrew bid)

*Note: Rex Electric & Technologies, LLC notified the City that they had made an error in preparing their bid and had not included the mechanical installation portion of the project in their proposal. On June 1 Rex Electric formally withdrew their bid.

The low, responsible, responsive, bidder, Newcastle Electric, Inc., of Itasca, IL, has performed similar work (new generator installation at Fire Station 1 in 2005) satisfactorily for the City of Elmhurst.

The new dual fuel (natural gas/digester gas) generator will be located in the existing generator/garage building at the Wastewater Treatment Plant. The existing inoperative generator is unrepairable and is temporarily being replaced with a rental unit at a cost of \$639 per month. The generator provides emergency power backup at the plant for critical motor functions during a power outage and generates electricity for the plant on an as needed basis at which time it runs on the methane produced by the treatment process.

Funds have been provided in the amount of \$450,000 for the provision of the generator in the 2011/12 budget in account number 510-6057-502-80-20. The City was awarded an Energy Efficiency and Conservation Block Grant in the amount of \$155,300 to offset a significant portion of the cost of this project.

Therefore it is the recommendation of the Public Works and Buildings Committee that the bid for the removal and replacement of the existing dual fuel (natural gas/digester gas) generator at the City of Elmhurst's Wastewater Treatment Plant from Newcastle Electric, Inc., Itasca, IL in the amount of \$320,000 be accepted and that the city Attorney prepare the appropriate resolution.

Respectfully submitted,
Public Works and Building Committee

/s/ Jim Kennedy
Chairman

/s/ Bob Dunn
Vice-Chairman

/s/ Chris Healy
/us/ Diane Gutenkauf

- e. REPORT – 2011 ASPHALT REJUVENATING TREATMENT CONTRACT The following report of the Public Works & Buildings Committee was presented:

July 25, 2011

TO: Mayor DiCianni and Members of the City Council
RE: 2011 Asphalt Rejuvenating Treatment Contract

The Public Works and Buildings Committee met on Monday, July 25, 2011 to review bids received for the 2011 Asphalt Rejuvenating Treatment Contract. The bids are summarized on Attachment "A".

Reclamite, a preservative seal, is to be applied to approximately 70,000 square yards of asphalt pavement in the City of Elmhurst including many of the streets that are receiving a new asphalt surface in 2011. The Reclamite treatment extends the life of the asphalt and is an essential part of the City's pavement maintenance program. The Reclamite is sprayed onto the asphalt surface by a distributor truck. In less than an hour, the emulsion breaks and is absorbed into the asphalt. Sand is applied to blot any residual material. The sand is swept from the street a few days later.

CAM, L.L.C., of South Roxana, Illinois the submitted the lowest responsible bid meeting all of the bidding requirements. CAM, L.L.C. is certified to purchase and apply Reclamite by the manufacturer, and has done this work for the City of Elmhurst successfully in the past.

Monies have been provided in the 2011/2012 budget in the General Fund, Contract Services for Street Sealing, Account Number 110-6041-432-30-74 in the amount of \$75,000.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the bid by CAM, L.L.C., for the 2011 Asphalt Rejuvenating Treatment Contract with a unit price of \$0.65 per square yard, for a total amount of \$45,500.00, be accepted and that the City Attorney prepare the appropriate resolution.

Respectfully submitted,
Public Works and Building Committee

/s/ Jim Kennedy

Chairman

/s/ Bob Dunn

Vice-Chairman

/s/ Chris Healy

/us/ Diane Gutenkauf

- f. REPORT – 2011 CONCRETE PAVEMENT PATCHING CONTRACT The following report of the Public Works & Buildings Committee was presented:

July 25, 2011

TO: Mayor DiCianni and Members of the City Council

RE: 2011 Concrete Pavement Patching Contract

The Public Works and Buildings Committee met on Monday, July 25, 2011 to review bids received for the 2011 Concrete Pavement Patching Contract. The bids are summarized on Attachment "A".

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

Kings Point, LLC of Bensenville, Illinois submitted the lowest responsible bid meeting all of the bidding requirements. Kings Point, LLC, has performed similar work for the City of Elmhurst and other municipalities previously and the work was completed in a satisfactory manner.

Monies for this project have been provided in the FY2011/12 budget in account number 110-6041-432-30-11 in the amount of \$100,000 to repair deteriorated concrete pavement, and in account number 510-6052-501-30-11 in the amount of \$30,000 to repair concrete pavement damaged by water distribution system repairs.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the bid from Kings Point, LLC for the 2011 Concrete Pavement Patching Contract in the amount of \$105,350.00, be accepted and that the City Attorney prepare the appropriate resolution.

Respectfully submitted,
Public Works and Building Committee

/s/ Jim Kennedy

Chairman
/s/ Bob Dunn
Vice-Chairman
/s/ Chris Healy
/s/ Diane Gutenkauf

- g. REPORT – STOP SIGN REQUEST REX BLVD. AT MONTROSE AVE. AND VALLETTE ST. The following report of the Public Affairs & Safety Committee was presented:

July 25, 2011

To: Mayor DiCianni and Members of the City Council
RE: Stop Sign Request Rex Boulevard at Montrose Avenue and Vallette Street

The Public Affairs and Safety Committee met on July 25, 2011 to discuss the status of the above referenced request for Stop Signs at the intersection of Rex Boulevard at Montrose Avenue and Vallette Street.

In response to a request from neighborhood residents, the City's traffic consultant, Brent Coulter of Coulter Transportation Consulting, reviewed the intersections of Rex Boulevard at Montrose Avenue and Vallette Street to assess the need for traffic control signage. Mr. Coulter's findings indicate that based on sight distance criteria set forth in the technical paper, "Proposed Warrants for Low Volume Intersection Traffic Control", yield signs are warranted at each intersection. However, an increase in on-street pedestrian and bicycle use is anticipated as a result of the Salt Creek Trail. Therefore, Mr. Coulter recommends that stop signs be installed (instead of yield signs) to minimize conflicts between motorists and pedestrian/bike path users. For consistency within the local area providing access to the Salt Creek Trail, stop control is also recommended at the intersections of Prairie Path Lane at Sunnyside and Fairview Avenues.

Based on Mr. Coulter's findings, staff recommends that stop signs be installed at the following locations:

- Montrose Avenue approach to Rex Boulevard
- Vallette Street approach to Rex Boulevard
- Fairview Avenue approach to Prairie Path Lane
- Sunnyside Avenue approach to Prairie Path Lane

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the appropriate ordinance be drafted and adopted by the City Council to install stop signs on the Montrose Avenue approach to Rex Boulevard, Vallette Street approach to Rex Boulevard, Fairview Avenue approach to Prairie Path Lane and Sunnyside Avenue approach to Prairie Path Lane.

Respectfully submitted,
Public Affairs and Safety Committee
/s/ Patrick Wagner
Chairman
/s/ Paula Pezza
Vice-Chairman
/s/ Michael J. Bram

- h. REPORT – ADDITIONAL CLASSIFICATION OF LIQUOR LICENSE – ANGELO'S RESTAURANT The following report of the Public Affairs & Safety Committee was presented:

July 25, 2011

To: Mayor DiCianni and Members of the City Council
Re: Additional Classification of Liquor License – Angelo's Restaurant

The Public Affairs and Safety Committee met on July 25, 2011, to review the necessity to amend the Municipal Code of Ordinances of the City of Elmhurst to provide for an additional classification of liquor license in the City.

Due to a change in the business plan of Angelo's Restaurant, their current liquor license does not coincide with this updated business plan, therefore, a new class of license needs to be created to meet the needs of Angelo's Restaurant. The creation of a Class "RPDL" liquor license will meet the requirements of Angelo's Restaurant.

A Class "RPDL" liquor license shall authorize the sale of alcoholic liquor in restaurants for consumption on the premises. The holder of a Class "RPDL" liquor license is also authorized to sell beer and wine, only in its original package for consumption off premises, in a room separate from the restaurant facility, where ready to eat food products are sold, commonly known as a delicatessen but such delicatessen must be adjacent to and on the licensed premises. The Class "RPDL" liquor license shall authorize the consumption of alcohol to customers dining in the delicatessen, only when point of sale for said liquor is made at the bar in the restaurant portion of the facility. The display or advertising of the retail sale of beer and wine shall be permitted, provided such display or advertising is not visible from outside the premises. The holder of a "RPDL" liquor license is also authorized to sell alcoholic liquor for consumption at a banquet facility located on the licensed premises to customers for special occasions or special events.

- (1) A "special occasion" or a "special event" shall be defined as the sale or delivery of alcoholic liquor to patrons on the licensed premises between the hours of 6:00 a.m. on any Monday, Tuesday, Wednesday or Thursday and 12:45 a.m. on the following day, or between the hours of 6:00 a.m. on any given Friday or Saturday and 1:45 a.m. on the following day or between the hours of 12:00 noon on any given Sunday and 12:45 a.m. on the following day.
- (2) The holder of a Class "RPDL" liquor license shall operate its restaurant, delicatessen and banquet facility under single ownership.
- (3) No Class "RPDL" liquor license shall be issued to any person, partnership, corporation or club that does not first satisfy all requirements for issuance of a City of Elmhurst retail local liquor license as provided in Chapter 36.

The annual fee for Class "RPDL" licenses for 2011 shall be four thousand nine hundred fifty dollars (\$4,950.00); in subsequent years the annual fee shall be increased in June of each year by an amount equal to the annual percentage increase in the November CPI for the year immediately preceding.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Council amend the Municipal Code of Ordinances of the City of Elmhurst to provide for an additional classification of liquor license in the City; such classification being a Class "RPDL" liquor license with the creation of one for "RPDL" license for Angelo's Restaurant.

Respectfully submitted,
Public Affairs and Safety Committee
/s/ Patrick Wagner
Chairman
/s/ Paula Pezza
Vice-Chairman
/s/ Michael J. Bram

- i. REPORT – I.C.H.S. 75TH ANNIVERSARY STREETLIGHT BANNERS The following report of the Public Affairs & Safety Committee was presented:

July 25, 2011

To: Mayor DiCianni and Members of the City Council
Re: I.C.H.S. 75th Anniversary Streetlight Banners

The Public Affairs and Safety Committee met on July 25, 2011 to discuss the request from Immaculate Conception High School (I.C.H.S.) to hang banners from the streetlights showcasing and celebrating the I.C.H.S. as a longstanding member of the Elmhurst Community. The banners will highlight the theme *Celebrating Tradition...Building Our Future* as part of I.C.H.S.'s 75th Anniversary. A representative from high school was available to answer the Committee's questions.

Banners will be hung contiguous to Immaculate Conception's property where such placement would have the highest visibility for decorating and area promotional purposes, but would not involve conflict with any City signage placed on in the area and or any obstruction of visibility for traffic purposes. Banners will be placed only on the following streets:

- York Street
- Arthur Street
- Cottage Hill Avenue
- Church Street

Immaculate Conception will consult with the Public Works Department to ensure the purchase of hardware and banners are within the manufacturer specifications for such items with respect to the various types of streetlights within the area. I.C. will retain an outside vendor to install the hardware and the banner rotations, all at their cost, with vendor approval by the Public Works Department.

The Public Affairs & Safety Committee further agrees to allow the hanging of these temporary banners beyond the fourteen (14) days set forth in Chapter 11-9.2 *Civic Banners* of the Elmhurst Zoning Code, and grants I.C.H.S. approval to hang their banners from September 2011 through June 2012. During that timeframe, Immaculate Conception will be responsible for the upkeep and maintenance of these banners, should they become damaged or in disrepair.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Council approve the request from the I.C.H.S. to hang banners celebrating the high school's 75th Anniversary Celebration.

Respectfully submitted,
Public Affairs and Safety Committee
/s/ Patrick Wagner
Chairman
/s/ Paula Pezza
Vice-Chairman
/s/ Michael J. Bram

- j. O-42-2011 – AN ORDINANCE AUTHORIZING THE SALE BY AUCTION OF PERSONAL PROPERTY OWNED BY THE CITY OF ELMHURST

Ordinance O-42-2011 was presented for passage.

- k. O-43-2011 – AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE LICENSE AGREEMENT BY AND BETWEEN IMMACULATE CONCEPTION CHURCH AND THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS

Ordinance O-43-2011 was presented for passage.

- l. ZO-05-2011 – AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR THE PURPOSE OF REGULATING THE OPERATION OF THE ATHLETIC FIELD LIGHTS AND PUBLIC ADDRESS SYSTEM AT THE CLARENCE D. EAST ATHLETIC FIELD – YORK HIGH SCHOOL (PIN 06-11-117-002)

Ordinance ZO-05-2011 was presented for passage.

- m. R-27-2011 – A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A MODIFICATION AGREEMENT BY AND BETWEEN THE BENSENVILLE FIRE PROTECTION DISTRICT #1 AND THE CITY OF ELMHURST

Resolution R-27-2011 was presented for passage.

Alderman Bram pulled item **4f. Report – 2011 Concrete Pavement Patching Contract** from the Consent Agenda.

Alderman Gutenkauf moved to approve the contents of the Consent Agenda less item **4f. Report – 2011 Concrete Pavement Patching Contract**. Alderman Wagner seconded. Roll call vote:

Ayes: Gutenkauf, Wagner, Mulliner, Pezza, Leader, Dunn, Bram, Polomsky, Healy, Levin, Kennedy

Nays: None

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

Alderman Kennedy moved to accept item **4f. Report – 2011 Concrete Pavement Patching Contract**. Alderman Pezza seconded.

Alderman Kennedy stated the report recommends the replacement of concrete pavement and allows for repairs to concrete pavement damaged by water distribution system repairs, coming out of the 2011/12 budget.

Alderman Bram stated he pulled item **4f. Report – 2011 Concrete Pavement Patching Contract** to ask why Alderman Gutenkauf didn't sign the report. He also asked why the line items that were referenced in the report total \$130,000 but the capital expenditure budget total is \$170,000. He asked if it was a scrivener's error and since the bid is under budget will every linear foot be repaired.

Alderman Gutenkauf stated she was not at the meeting to sign the report but supports the committee recommendation.

Public Works Director Hughes responded two accounts could have been combined, he stated he will check on it. Director Hughes stated the intent was to include all linear feet.

Discussion ensued.

Voice vote on item **4f. Report – 2011 Concrete Pavement Patching Contract**. Motion carried.

REPORTS AND RECOMENDATIONS OF APPOINTED AND ELECTED OFFICIALS

5. a. UPDATES (Mayor DiCianni)

Alderman Mulliner stated the City Manager, Mayor and Aldermen are working to continue to work with ComEd to resolve the issue of power outages.

Alderman Bram stated the ComEd problem is not only a south Elmhurst problem but a Citywide problem that must be addressed.

OTHER BUSINESS

6. Alderman Levin recommended the City look at the possibility of providing additional communication to residents to alert them that the sirens are sounding off.

Alderman Healy presented a letter to Council that will be sent to Governor Quinn asking him to veto Senate Bill 1652, also known as the "ComEd Bill." He asked the aldermen who had not yet signed the letter to please do so. Alderman Healy stated the Council needs to protect the citizens of Elmhurst and force the ComEd monopoly to improve performance and reliability before any rate increases over the next ten (10) years are made into law.

Comments, concerns and support regarding the letter were made by the Council.

Alderman Bram asked the City Manager or Public Works Director Hughes to explain Elmhurst's siren system. He stated when a siren is heard it is a "warning" not an "all clear."

Discussion ensued.

ANNOUNCEMENTS

7. Alderman Dunn announced the resurfacing of West Avenue will begin in mid-August. He stated much of the construction is in the 2nd Ward.

Alderman Bram asked for an update on the Lake Street "Scissors" on the 290 ramp from PW Director Hughes or City Manager Grabowski.

Director Hughes stated they are behind in the construction due to the weather and internal problems. He stated they'll start up again in November and conclude in mid-March.

Alderman Healy announced September 11, 2011 is the 10 year anniversary of the 9/11 terrorists attacks. He stated a memorial will be re-dedicated at 1:00 p.m. on Spring Road and the Prairie Path on Sunday, September 11, 2011.

Alderman Pezza asked the chairs of Public Works & Buildings and Finance, Council Affairs & Administrative Services for an update on the sidewalk ordinance issue and the tax rebate program.

ADJOURNMENT

8. Alderman Gutenkauf moved to adjourn the meeting. Alderman Kennedy seconded. Voice vote. Motion carried. Meeting adjourned 8:07 p.m.

Peter P. DiCianni III, Mayor

Patty Spencer, City Clerk

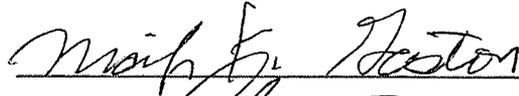
CITY OF ELMHURST

ACCOUNTS PAYABLE SUMMARY SHEET

AUGUST 15, 2011

	<u>REGULAR</u>	<u>INTERIM</u>	<u>TOTAL</u>
<u>CHECKS</u>			
GENERAL FUND	\$718,206.93	10,353.36	\$728,560.29
LIBRARY FUND	246.97	1,298.73	1,545.70
REDEVELOPMENT	28,251.73	8,204.47	36,456.20
INDUSTRIAL DEVELOPMENT	125.00	-	125.00
RT 83 COMMERCIAL DEVELOPMENT	175.00	-	175.00
MUNICIPAL UTILITY FUND	286,588.15	5,434.01	292,022.16
PARKING REVENUE SYSTEM FUND	18,652.76	-	18,652.76
	<u>1,052,246.54</u>	<u>25,290.57</u>	<u>1,077,537.11</u>

FINANCE REVIEW



CITY MANAGER REVIEW



TO THE CITY TREASURER,

THE PAYMENT OF THE ABOVE LISTED AMOUNTS HAS BEEN APPROVED BY THE
CITY COUNCIL AT A MEETING HELD ON AUGUST 15, 2011 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.

PREPARED 08/08/2011, 16:15:11
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 08/15/2011 CHECK DATE: 08/18/2011

BANK: 01

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000032 110656 110656	00 005794 005795	A & A EQPT & SUPPLY CO		01 08/15/2011 01 08/15/2011	110-6041-432.40-98 510-6052-501.40-98	OTHER SUPPLIES OTHER SUPPLIES	179.80 179.80	
VENDOR TOTAL *							359.60	
0012149 32707	00 005944	A ACCURATE DOOR SERVICE INC		01 08/15/2011	510-6057-502.50-01	DOOR REPAIR	205.62	
VENDOR TOTAL *							205.62	
0019545 08/04/2011	00 006418	A CHILD IS MISSING		01 08/15/2011	110-5030-421.60-27	DONATION	100.00	
VENDOR TOTAL *							100.00	
0000009 277670 277675 277790 277865 277663 277594 277612 277614 277633 277641 277581 277770 277663	00 005692 005693 006178 006179 005690 006218 005694 005695 006183 006184 005696 006214 005691	ACE HARDWARE		01 08/15/2011 01 08/15/2011	110-4020-422.50-01 110-4020-422.50-01 110-4020-422.50-01 110-5030-421.40-98 110-6040-431.40-98 110-6044-435.40-98 110-6046-418.50-01 110-6046-418.50-01 110-6046-418.50-01 110-6046-418.50-01 110-6046-418.50-01 110-7060-451.50-01 110-7060-451.50-01 510-6050-501.40-98	THERMOMETER MAGNET STRIP SWITCH COVERS EXTRA KEY-PORTABLE TOOLS TRK 117 SUPPLIES FOUNTAIN CLEAN UP FOUNTAIN CLEAN UP FOUNTAIN STONE CLEANING FOUNTAIN STONE CLEANING SPRINKLER HOSE STOCK/REPL FUSES TOOLS	3.59 2.69 6.97 1.79 9.00 7.17 14.82 3.14 19.77 18.87 11.05 39.56 8.99	
VENDOR TOTAL *							147.41	
0008328 51150187	00 005991	ADT SECURITY SERVICES, INC		01 08/15/2011	110-7060-451.30-98	CAROL LANE ALARM	165.69	
VENDOR TOTAL *							165.69	
0014376 858843 858842 858841 858921 858840 858839 858920 858718	00 005789 005790 005785 005783 005786 005787 005784 005788	AEREX PEST CONTROL		01 08/15/2011 01 08/15/2011 01 08/15/2011 01 08/15/2011 01 08/15/2011 01 08/15/2011 01 08/15/2011 01 08/15/2011 01 08/15/2011	110-4020-422.50-01 110-4020-422.50-01 110-5030-421.30-98 110-6046-418.50-01 110-6046-418.50-01 110-6046-418.50-01 110-6046-418.50-01 110-7060-451.50-01 110-7060-451.50-01	PEST CONTROL PEST CONTROL PEST CONTROL PEST CONTROL PEST CONTROL PEST CONTROL PEST CONTROL PEST CONTROL PEST CONTROL	45.00 33.00 43.00 86.00 54.00 43.00 23.00 28.00	
VENDOR TOTAL *							355.00	
0019010 507717 508326 508324	00 005732 006408 006409	AL PIEMONTE FORD SALES, INC		01 08/15/2011 01 08/15/2011 01 08/15/2011	110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16	F-17 STOCK AUTO/PARTS E-7	126.40 71.85 43.81	
VENDOR TOTAL *							242.06	
0000016	00	ALEXANDER EQPT CO INC						

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0000016	00	ALEXANDER EQPT CO INC						
77971	005683		01	08/15/2011	110-6043-434.50-08	CHAINSAW REPAIR	51.29	
77837	005733		01	08/15/2011	110-6047-512.50-16	CHIPPER KNIVES	159.80	
77836	005734		01	08/15/2011	110-6047-512.50-16	PW-92	419.90	
77888	005735		01	08/15/2011	110-6047-512.50-16	PW-37	60.45	
77965	005736		01	08/15/2011	110-6047-512.50-16	CHIPPER KNIVES	79.80	
77996	005737		01	08/15/2011	110-6047-512.40-18	FUEL FOR RENTAL	175.00	
78190	005738		01	08/15/2011	110-6047-512.50-16	PW-102	230.80	
78290	006250		01	08/15/2011	110-6047-512.50-16	PARTS/SUPPLIES	63.35	
78246	006410		01	08/15/2011	110-6047-512.50-16	TRK/PARTS PW92	489.95	
						VENDOR TOTAL *	1,730.34	
0004999	00	ALLIANCE PLBG & SEWER						
080111	005981		01	08/15/2011	110-4025-424.30-12	ABPA CONTINUING ED	115.00	
JULY 2011	005982		01	08/15/2011	110-4025-424.30-12	JULY PLUMBING INSPECTIONS	3,454.50	
JULY 2011	005983		01	08/15/2011	110-4025-424.30-12	IPIA MEETING FEES	20.00	
						VENDOR TOTAL *	3,589.50	
0000078	00	ALLIED WASTE/REPUBLIC #551						
0551-008787629	005668		01	08/15/2011	110-6045-441.30-65	WASTE DISPOSAL	330.00	
						VENDOR TOTAL *	330.00	
0013770	00	ALPINE SAP, INC - CAROL STREAM						
5181	005965		01	08/15/2011	510-6050-501.30-52	TESTING	2,167.50	
5182	005966		01	08/15/2011	510-6050-501.30-52	TESTING	3,995.00	
5183	005967		01	08/15/2011	510-6050-501.30-52	TESTING	3,378.75	
5184	005968		01	08/15/2011	510-6050-501.30-52	TESTING	3,378.75	
						VENDOR TOTAL *	12,920.00	
0005297	00	AMERICAN CHARGE SERVICE						
07/25/11	005806		01	08/15/2011	110-0083-443.60-49	SENIOR TAXI SVC	288.15	
07/25/11	005807		01	08/15/2011	110-0083-443.60-19	DISABLED TAXI SVC	5.60	
						VENDOR TOTAL *	293.75	
0017242	00	AMERICAN WATER WORKS ASSN - DENVER						
7000355526	005996		01	08/15/2011	510-6050-501.60-37	CUSTOMER 00092724	182.00	
						VENDOR TOTAL *	182.00	
0007283	00	ANASZEWICZ, WILLIAM						
8751115634739	006211		01	08/15/2011	110-4020-422.60-98	WIPER BLADES REIMB	39.98	
						VENDOR TOTAL *	39.98	
0013255	00	ANDERSON ELEVATOR CO						
114802	005774		01	08/15/2011	530-0088-503.30-25	FAN REPAIR	358.25	
						VENDOR TOTAL *	358.25	
0000730	00	ANI SAFETY INC						
771923	005768		01	08/15/2011	110-5030-421.40-98	OTHER SUPPLIES	173.62	
772218	005769		01	08/15/2011	110-5030-421.40-98	OTHER SUPPLIES	149.72	

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0018177	00	BARTELS CONSULTING, KEN						
08/04/2011	006314		01	08/15/2011	110-1001-411.30-12	PROFESSIONAL SVCS	765.00	
08/04/2011	006315		01	08/15/2011	110-3015-414.30-12	PROFESSIONAL SVCS	1,935.00	
08/04/2011	006313		01	08/15/2011	110-7060-451.30-12	PROFESSIONAL SVCS	967.50	
VENDOR TOTAL *							3,667.50	
0014328	00	BATTERIES UNLIMITED INC						
20924	006186		01	08/15/2011	110-6046-418.50-01	EMERGENCY LIGHT BATTERY	34.56	
20946	006189		01	08/15/2011	110-6046-418.50-01	EMERGENCY LIGHT BATTERY	12.90	
VENDOR TOTAL *							47.46	
0012081	00	BAXTER & WOODMAN						
0157759	005962		01	08/15/2011	510-6057-502.80-20	PROFESSIONAL SVCS	2,871.63	
0157758	005963		01	08/15/2011	510-6057-502.80-20	PROFESSIONAL SVCS	11,000.00	
0157760	005964		01	08/15/2011	510-6057-502.80-20	PROFESSIONAL SVCS	47,840.00	
VENDOR TOTAL *							61,711.63	
0004998	00	BELLASCAPES LLC						
000064919	UT		01	08/15/2011	510-0000-113.02-00	UB CR REFUND	101.92	
VENDOR TOTAL *							101.92	
0000059	00	BERGHEGER, BRIAN-PETTY CASH						
7/15-27/11	005993		01	08/15/2011	110-7060-451.60-65	PROGRAMS EXPENSES	76.79	
7/15-27/11	005994		01	08/15/2011	110-7060-451.60-98	MISC EXPENSES	16.07	
VENDOR TOTAL *							92.86	
0013075	00	BERKELEY TRUCKING INC						
35691	005969		01	08/15/2011	110-6043-434.30-79	STORM WASTE TRUCKING	390.00	
35678	006215		01	08/15/2011	110-6043-434.30-79	STORM TREE DISPOSAL	16,497.00	
35697	006414		01	08/15/2011	510-6052-501.40-57	STONE	3,758.59	
35705	006415		01	08/15/2011	510-6052-501.30-81	HAULING SVCS	2,280.00	
VENDOR TOTAL *							22,925.59	
0010307	00	BEST QUALITY CLEANING INC						
42731	006223		01	08/15/2011	110-6046-418.30-14	JULY CLEANING SVC	5,825.00	
42731	006224		01	08/15/2011	510-6057-502.30-14	JULY CLEANING SVC	320.00	
VENDOR TOTAL *							6,145.00	
0017368	00	BIOVIR LABORATORIES, INC						
110906	005959		01	08/15/2011	510-6057-502.30-33	LAB TESTING	595.00	
VENDOR TOTAL *							595.00	
0004998	00	BREAUX DEANNA QUALLEY						
000045569	UT		01	08/15/2011	510-0000-113.02-00	UB CR REFUND	22.52	
VENDOR TOTAL *							22.52	
0007199	00	BRETT EQPT CORP						
200941	005718		01	08/15/2011	110-6047-512.50-16	SQUAD 1 & STOCK	76.56	
VENDOR TOTAL *							76.56	
0007850	00	BREWER CO						

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0007850 534639	00	BREWER CO 005824	01	08/15/2011	110-6041-432.40-52	PAINT STRIPER PARTS	185.40	
						VENDOR TOTAL *	185.40	
0001899 00273407 00274608	00	BRISTOL HOSE & FITTING MAIN WAREHSE 005717 006407	01	08/15/2011	110-6047-512.50-16	PW-88	74.27	
						TRK/PARTS PW68	27.06	
						VENDOR TOTAL *	101.33	
0007057 JULY 18-31	00	BROADCAST PRODUCTION SERVICES INC 005938	01	08/15/2011	110-0086-453.30-52	PROFESSIONAL SVCS	570.00	
						VENDOR TOTAL *	570.00	
0014533 S2412898.002	00	BROOK ELECTRICAL DISTRIBUTION 006212	01	08/15/2011	110-6044-435.40-98	STOCK/REPL HANDHOLE COVER	1,015.38	
						VENDOR TOTAL *	1,015.38	
0012502 06825467.00	00	BROWNELLS, INC 006177	01	08/15/2011	110-5030-421.40-98	RANGE PARTS FOR GUNS	55.62	
						VENDOR TOTAL *	55.62	
0019884 112 S LAWDALE	00	BUENZ, CHRISTOPHER 005812	01	08/15/2011	110-6041-432.30-55	STORM LINE REIMB	1,000.00	
						VENDOR TOTAL *	1,000.00	
0000084 JULY 18-31	00	BURGIN, DENNIS 005937	01	08/15/2011	110-0086-453.30-52	PROFESSIONAL SVCS	338.00	
						VENDOR TOTAL *	338.00	
0009267 751230 751170	00	C J C AUTO PARTS & TIRES 006159 006160	01	08/15/2011	110-6047-512.40-53	RETURNED MERCHADISE	33.92-	
						SHOP TOOLS	56.58	
						VENDOR TOTAL *	22.66	
0018709 7/25-7/28 7/25-7/28 7/25-7/28 7/25-7/28	00	CALDWELL, PAT - PETTY CASH 006235 006236 006237 006238	01	08/15/2011	110-4020-422.40-98	PETTY CASH REIMB	9.00	
						PETTY CASH REIMB	23.82	
						PETTY CASH REIMB	23.81	
						CDL REIMBURSEMENT	50.00	
						VENDOR TOTAL *	106.63	
0019841 2	00	CAMP DRESSER & MCKEE INC 006015	01	08/15/2011	110-6046-418.30-26	PROFESSIONAL SVC	4,132.50	
						VENDOR TOTAL *	4,132.50	
0008716 033746 033746 033746	00	CASE LOTS INC 006282 006283 006284	01	08/15/2011	110-6041-432.40-98	SUPPLIES	40.42	
						SUPPLIES	40.42	
						SUPPLIES	40.42	

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0008716	00	CASE LOTS INC						
033547	005793		01	08/15/2011	110-6046-418.40-24	JANITORIAL SUPPLIES	218.60	
033746	006285		01	08/15/2011	110-6046-418.40-98	SUPPLIES	40.42	
033746	006287		01	08/15/2011	110-6047-512.40-24	SUPPLIES	101.06	
033746	006286		01	08/15/2011	510-6052-501.40-98	SUPPLIES	40.42	
033746	006288		01	08/15/2011	510-6057-502.40-24	SUPPLIES	101.09	
VENDOR TOTAL *							622.85	
0013254	00	CCP INDUSTRIES INC						
IN00731520	006055		01	08/15/2011	110-5030-421.40-98	OTHER SUPPLIES	312.34	
VENDOR TOTAL *							312.34	
0011925	00	CDC ENTERPRISES INC						
200800490	005961		01	08/15/2011	510-6056-502.50-10	OP10 TECH SUPPORT	2,090.00	
VENDOR TOTAL *							2,090.00	
0007069	00	CDW GOVERNMENT INC						
XZQ0416	005796		01	08/15/2011	110-2008-413.40-72	TAPE DRIVE LAPTOP DOCKG	2,482.94	
XXP7650	005797		01	08/15/2011	110-2008-413.40-72	TAPE DRIVE LAPTOP DOCKG	439.60	
VENDOR TOTAL *							2,922.54	
0008467	00	CERTIFIED LABORATORIES						
417481	005765		01	08/15/2011	510-6052-501.40-23	HYDRANTS	377.99	
VENDOR TOTAL *							377.99	
0014200	00	CHICAGO INTL TRUCKS, LLC						
16010946	006161		01	08/15/2011	110-6047-512.50-16	PW53-TRK PARTS	13.52	
1600884	006293		01	08/15/2011	110-6047-512.50-02	TRK/PARTS PW14	1,005.86	
VENDOR TOTAL *							1,019.38	
0014402	00	CHICAGO PARTS & SOUND LLC						
406793	005716		01	08/15/2011	110-6047-512.50-16	F-9	250.00	
407272	005763		01	08/15/2011	110-6047-512.50-16	PARTS & SUPPLIES	239.52	
407329	005832		01	08/15/2011	110-6047-512.50-16	F-9 RETURN CREDIT	100.00-	
407492	006057		01	08/15/2011	110-6047-512.50-16	PARTS/SUPPLIES	109.38	
407471	006405		01	08/15/2011	110-6047-512.50-16	AUTO/PARTS E-31	212.44	
407806	006406		01	08/15/2011	110-6047-512.50-16	STOCK	62.07	
VENDOR TOTAL *							773.41	
0016424	00	CHICAGO SALMON VINTAGE BASEBALLTEAM						
7/18/11	005987		01	08/15/2011	110-7060-451.60-98	VINTAGE BASEBALL GAME	100.00	
VENDOR TOTAL *							100.00	
0005933	00	CHICAGO SUBURBAN EXPRESS						
1972798	005773		01	08/15/2011	110-6046-418.50-01	BIKE RACK SHIPPING	41.62	
VENDOR TOTAL *							41.62	
0017346	00	CIVIC PLUS						
89291	005687		01	08/15/2011	110-2008-413.60-11	TRAINING	500.00	

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0017346 89289 88771	00	CIVIC PLUS 005688 005689	01	08/15/2011 08/15/2011	110-2008-413.60-11 110-2008-413.50-23	TRAINING SOFTWARE MAINT	250.00 8,034.00	
VENDOR TOTAL *							8,784.00	
0000109 6335078	00	CLARKE ENVIRONMENTAL MOSQUITO MGT 006058	01	08/15/2011	110-0084-442.30-42	JULY ABATEMENT SVC	45,183.00	
VENDOR TOTAL *							45,183.00	
0000630 67808 67744	00	CLASSIC GRAPHIC INDUSTRIES INC 005984 005663	01	08/15/2011 08/15/2011	110-1001-411.40-33 110-2006-413.40-33	LETTERHEAD PAPER SUPPLIES	654.51 342.36	
VENDOR TOTAL *							996.87	
0000114 8234047019 0477145001 8745266002 8577587009 8634040009 8661049027 8577601004 8745265005 0055090072 8745264008 8745412004 8661186016	00	COM ED 006344 006345 006346 006347 006348 006349 006350 006351 006353 006355 006352 006354	01	08/15/2011 08/15/2011 08/15/2011 08/15/2011 08/15/2011 08/15/2011 08/15/2011 08/15/2011 08/15/2011 08/15/2011 08/15/2011 08/15/2011	110-6044-435.30-24 110-6044-435.30-24 110-6044-435.30-24 110-6044-435.30-24 110-6044-435.30-24 110-6044-435.30-24 110-6044-435.30-24 110-6044-435.30-24 110-6044-435.30-24 110-6044-435.30-24 110-6044-435.30-24 530-0088-503.30-24 530-0088-503.30-24	MONTHLY ELECTRIC MONTHLY ELECTRIC	78.78 118.10 31.81 16.92 17.16 25.89 16.92 341.57 18.26 16.92 37.33 733.17	
VENDOR TOTAL *							1,452.83	
0014623 877120089004674005816	00	COMCAST CABLE 005816	01	08/15/2011	110-4020-422.60-98	STA 2 MONTHLY SERVICE	105.38	
VENDOR TOTAL *							105.38	
0009478 T1148213	00	COMMUNICATION REVOLVING FUND 005977	01	08/15/2011	110-5030-421.30-27	MONTHLY SERVICE	877.39	
VENDOR TOTAL *							877.39	
0006475 SR95901	00	COMMUNICATIONS DIRECT INC 005975	01	08/15/2011	110-5030-421.30-98	MONTHLY SERVICE	812.00	
VENDOR TOTAL *							812.00	
0000594 1482242-IN 1482242-IN 1482242-IN 1482242-IN	00	CONSERV FS, INC 006029 006030 006031 006032	01	08/15/2011 08/15/2011 08/15/2011 08/15/2011	110-6041-432.40-98 110-6043-434.40-98 110-6044-435.40-98 510-6052-501.40-98	OTHER SUPPLIES OTHER SUPPLIES OTHER SUPPLIES OTHER SUPPLIES	76.00 76.00 76.00 76.00	
VENDOR TOTAL *							304.00	
0015461	00	CROSSBOW INDUSTRIAL WATER						

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0015461 2056962	00	CROSSBOW INDUSTRIAL WATER 005945	01 08/15/2011	510-6057-502.40-25	WATER TANK EXCHANGE	172.57	
					VENDOR TOTAL *	172.57	
0000135 PM670675	00	DARLEY & CO, W S 005708	01 08/15/2011	110-6047-512.40-53	SHOP TOOLS-PUMP TESTING	72.80	
					VENDOR TOTAL *	72.80	
0005224 07/11/11	00	DATACOM 005799	01 08/15/2011	110-2008-413.50-23	UCC UPDATE	449.00	
					VENDOR TOTAL *	449.00	
0010805 216890	00	DISPATCH AUTOMOTIVE INC 005743	01 08/15/2011	110-6047-512.50-16	STOCK	135.00	
					VENDOR TOTAL *	135.00	
0005777 4	00	DOWN UNDER CONSTRUCTION 006399	01 08/15/2011	110-6041-432.30-55	2011 REAR YARD DRAIN PROG	12,085.16	
					VENDOR TOTAL *	12,085.16	
0003545 072211	00	DUDEK DESIGN 005811	01 08/15/2011	110-1001-411.40-98	BUSINESS CARDS	78.00	
					VENDOR TOTAL *	78.00	
0000157 210599	00	DUPAGE ANIMAL HOSPITAL 005971	01 08/15/2011	110-5030-421.60-01	IMPOUNDS	250.00	
					VENDOR TOTAL *	250.00	
0000160 06-02-221-003 06-12-120-009 06-12-120-010 06-02-231-001 06-01-109-014	00	DUPAGE COUNTY COLLECTOR 005590 005588 005589 005591 005592	01 08/15/2011 01 08/15/2011 01 08/15/2011 01 08/15/2011 01 08/15/2011	530-0000-202.02-00 530-0088-503.30-59 530-0088-503.30-59 530-0088-503.30-59 530-0088-503.30-59	RE TAX 2010/149 ADDISON RE TAX 2010 DIVISION/VALL RE TAX 2010 DIVISION/VALL RE TAX 2010/105 COTTAGE RE TAX 2010/IMMANUEL LUTH	261.51 1,103.01 1,103.01 4,959.15 5,974.23	
					VENDOR TOTAL *	13,400.91	
0000161 201107120188	00	DUPAGE COUNTY RECORDER 006206	01 08/15/2011	110-1001-411.30-54	RECORDING SVCS	59.00	
					VENDOR TOTAL *	59.00	
0000164 66136MB 66158MB 66194MB 66180MB 66173MB 66211MB 66230MB 66282MB	00	DUPAGE MATERIALS CO 005671 005673 005674 005675 005751 005752 005753 006198	01 08/15/2011 01 08/15/2011 01 08/15/2011 01 08/15/2011 01 08/15/2011 01 08/15/2011 01 08/15/2011 01 08/15/2011	110-6041-432.40-02 110-6041-432.40-02 110-6041-432.40-02 110-6041-432.40-02 110-6041-432.40-02 110-6041-432.40-02 110-6041-432.40-02 110-6041-432.40-02	ASPHALT ASPHALT ASPHALT ASPHALT ASPHALT ASPHALT ASPHALT ASPHALT	153.62 209.52 315.59 310.37 104.50 156.23 208.48 365.75	

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VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000164 66259MB	00	DUPAGE MATERIALS CO 006199	01	08/15/2011	110-6041-432.40-02	ASPHALT	235.13	
						VENDOR TOTAL *	2,059.19	
0010489 25011	00	DUPAGE SECURITY SOLUTIONS INC 006128	01	08/15/2011	110-6047-512.50-02	KEYS FOR BLDNG MAINT FIRE	8.07	
						VENDOR TOTAL *	8.07	
0000167 033544	00	DUPAGE TOPSOIL INC 006257	01	08/15/2011	110-6043-434.40-59	RESTORATION TOPSOIL	275.00	
						VENDOR TOTAL *	275.00	
0009586 15785 15795 15805	00	DUTCH VALLEY LANDSCAPING INC 005682 005825 006256	01	08/15/2011 08/15/2011 08/15/2011	110-6043-434.30-78 110-6043-434.30-78 110-6043-434.30-78	WASTE DISPOSAL STORM WASTE DISPOSAL STORM WASTE TREE REMVL	2,550.00 600.00 3,150.00	
						VENDOR TOTAL *	6,300.00	
0014731 08-3734 08-3734 08-3734 08-3734 08-3734 08-3734 08-3734	00	ECS 006227 006228 006229 006226 006230 006231 006232	01	08/15/2011 08/15/2011 08/15/2011 08/15/2011 08/15/2011 08/15/2011 08/15/2011	110-1001-411.20-07 110-4020-422.20-07 110-5030-421.20-07 110-6040-431.20-07 110-6040-431.20-07 510-6050-501.20-07 510-6055-502.20-07	PROFESSIONAL SVC PROFESSIONAL SVC PROFESSIONAL SVC PROFESSIONAL SVC PROFESSIONAL SVC PROFESSIONAL SVC PROFESSIONAL SVC	.23 30.60 62.78 855.00 118.58 10.11 2.70	
						VENDOR TOTAL *	1,080.00	
0009479 2666A	00	ELGIN SWEEPING SERVICES, INC 006274	01	08/15/2011	110-6041-432.30-98	STORM DAMAGE SWEEPING	19,080.59	
						VENDOR TOTAL *	19,080.59	
0006623 08-203158	00	ELMHURST ART MUSEUM 005587	01	08/15/2011	110-0000-220.90-00	EXPENSE REIMBURSEMENT	10,085.00	
						VENDOR TOTAL *	10,085.00	
0000177 1177	00	ELMHURST CHAMBER OF COMMERCE 006210	01	08/15/2011	110-1001-411.60-11	NEW TEACHERS LUNCHEON	50.00	
						VENDOR TOTAL *	50.00	
0001579 2010 2010 2010 2010 2010 2010	00	ELMHURST CITY CENTRE 006362 006363 006364 006365 006366 006367	01	08/15/2011 08/15/2011 08/15/2011 08/15/2011 08/15/2011 08/15/2011	110-0000-311.01-52 110-0000-311.01-52 110-0000-311.01-53 110-0000-311.01-53 310-0089-461.60-61 310-0089-461.60-61	RE TAX DIST - SSA #6 INT ON UNDISTRIB TAX RE TAX DIST - SSA #7 INT ON UNDISTRIB TAX TIF I CONTRIB TO SSA #6 TIF I CONTRIB TO SSA #7	1,846.54 .01 2,201.58 .01 4,017.40 1,055.88	
						VENDOR TOTAL *	9,121.42	
0014621	00	ELMHURST CLAIMS ACCOUNT - CLAIM SVC						

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0014621	00	ELMHURST CLAIMS ACCOUNT - CLAIM SVC						
7504366944	005561		01	08/15/2011	110-4020-422.20-07	SELF INSURED LOSS FUND	92.26	
7504366944	006044		01	08/15/2011	110-4020-422.20-07	SELF INSURED LOSS FUND	2,024.26	
7504366944	005562		01	08/15/2011	110-5030-421.20-07	SELF INSURED LOSS FUND	1,295.99	
7504366944	006045		01	08/15/2011	110-5030-421.20-07	SELF INSURED LOSS FUND	960.01	
7504366944	005563		01	08/15/2011	110-6040-431.20-07	SELF INSURED LOSS FUND	1,306.44	
7504366944	006046		01	08/15/2011	110-6040-431.20-07	SELF INSURED LOSS FUND	3,522.68	
						VENDOR TOTAL *	9,201.64	
0019902	00	ELMHURST DETAIL CENTER						
1022	005973		01	08/15/2011	110-6047-512.50-02	DETAIL SQUADS	1,850.00	
						VENDOR TOTAL *	1,850.00	
0015836	00	ELMHURST INDEPENDENT - ROCK VALLEY						
827853	005698		01	08/15/2011	110-3015-414.30-54	LEGAL NOTICE	67.50	
827895	006170		01	08/15/2011	110-6040-431.30-54	TRANS#827895-BID OPENING	64.12	
827895	006171		01	08/15/2011	510-6050-501.30-54	TRANS#827895-BID OPENING	64.13	
						VENDOR TOTAL *	195.75	
0017934	00	ELMHURST MEMORIAL OCCUP CAROL STRM						
64661	005585		01	08/15/2011	110-1003-412.30-47	PHYSICAL/DRUG SCREEN	295.00	
64661	005586		01	08/15/2011	110-2007-413.30-47	SHOT	25.00	
						VENDOR TOTAL *	320.00	
0000190	00	ELMHURST POSTMASTER-MUSEUM						
FALL 2011	005980		01	08/15/2011	110-7060-451.30-49	MUSEUM CALENDAR	2,524.52	
						VENDOR TOTAL *	2,524.52	
0000193	00	ELMHURST POSTMASTER-PERMIT 47						
8/2/11	006037		01	08/02/2011	510-6050-501.30-49	WATER BILL MAILINGS	CHECK #: 148019	1,800.00
8/2/11	006038		01	08/02/2011	510-6055-502.30-49	SEWER BILL MAILINGS	CHECK #: 148019	1,800.00
						VENDOR TOTAL *	.00	3,600.00
0000195	00	ENGINEMASTERS, INC						
66564	005754		01	08/15/2011	110-6047-512.50-16	PARTS & SUPPLIES	43.50	
						VENDOR TOTAL *	43.50	
0011437	00	EXELON ENERGY COMPANY						
500000600561	006343		01	08/15/2011	110-6041-432.30-24	MONTHLY ELECTRIC	93.64	
500000600561	006342		01	08/15/2011	510-6052-501.30-24	MONTHLY ELECTRIC	2,160.08	
500000600561	006341		01	08/15/2011	510-6057-502.30-24	MONTHLY ELECTRIC	32,799.90	
						VENDOR TOTAL *	35,053.62	
0017007	00	FACILITY SOLUTIONS GROUP						
2513803-00	006213		01	08/15/2011	110-6044-435.40-98	STOCK/REPL BALLAST KITS	201.00	
2523498-01	006017		01	08/15/2011	110-6046-418.50-01	BUILDING STOCK	82.52	
2523498-02	006018		01	08/15/2011	110-6046-418.50-01	BUILDING STOCK	17.58	
2523498-00	006019		01	08/15/2011	110-6046-418.50-01	BUILDING STOCK	169.94	
2523498-03	006245		01	08/15/2011	110-6046-418.50-01	BLDG SUPPLIES	165.04	

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0017007	00	FACILITY SOLUTIONS GROUP						
						VENDOR TOTAL *	636.08	
0013212	00	FEDEX						
7-567-18718		005686	01	08/15/2011	110-2006-413.30-49	SHIPPING FEE	34.90	
7-574-99525		005833	01	08/15/2011	110-6048-513.80-25	SHIPPING	40.19	
						VENDOR TOTAL *	75.09	
0012480	00	FELLER BUSINESS SOLUTIONS						
3401771		005800	01	08/15/2011	110-2008-413.40-33	INK/TONER	1,133.71	
340840		006411	01	08/15/2011	110-6040-431.40-33	LAMINATOR	154.41	
						VENDOR TOTAL *	1,288.12	
0019918	00	FERN, LINDA						
885 BRYAN		006273	01	08/15/2011	510-6056-502.30-89	OVERHEAD SEWER REIMBURSE	5,000.00	
						VENDOR TOTAL *	5,000.00	
0000685	00	FIFTH THIRD BANK						
1110013922		006035	01	07/26/2011	310-0089-461.90-01	LINE OF CREDIT INTEREST	CHECK #: 147987	8,204.47
						VENDOR TOTAL *	.00	8,204.47
0015916	00	FIFTH THIRD BANK - PROCUREMENT CARD						
JULY 15, 2011		005901	01	08/02/2011	110-2006-413.60-11	IL GOVMT FIN OFF ASSOC	CHECK #: 148021	30.00
JULY 15, 2011		005902	01	08/02/2011	110-2007-413.40-98	PANERA BREAD #768	CHECK #: 148021	30.37
JULY 15, 2011		005903	01	08/02/2011	110-2007-413.60-11	BNA 3	CHECK #: 148021	275.00
JULY 15, 2011		005904	01	08/02/2011	110-2008-413.80-03	MICROSOFT - OAKBROOK	CHECK #: 148021	1,299.99
JULY 15, 2011		005905	01	08/02/2011	110-2008-413.50-23	SYM SECURE SITE SSL	CHECK #: 148021	995.00
JULY 15, 2011		005910	01	08/02/2011	110-4020-422.50-01	PLASS APPLIANCE	CHECK #: 148021	499.99
JULY 15, 2011		005911	01	08/02/2011	110-4020-422.50-01	AGI EXT SERV PLANS CC	CHECK #: 148021	178.37
JULY 15, 2011		005906	01	08/02/2011	110-5030-421.60-98	JEWEL #3346	CHECK #: 148021	5.64
JULY 15, 2011		005907	01	08/02/2011	110-5030-421.60-08	JEWEL #3346	CHECK #: 148021	18.74
JULY 15, 2011		005908	01	08/02/2011	110-5030-421.60-98	JIMMY JOHNS - 1417	CHECK #: 148021	176.20
JULY 15, 2011		005924	01	08/02/2011	110-6041-432.50-11	OWL HARDWOOD LUMBER	CHECK #: 148021	205.60
JULY 15, 2011		005925	01	08/02/2011	110-6041-432.50-11	OWL HARDWOOD LUMBER	CHECK #: 148021	129.48
JULY 15, 2011		005912	01	08/02/2011	110-6046-418.40-98	BACKCOUNTRY.COM	CHECK #: 148021	191.52
JULY 15, 2011		005913	01	08/02/2011	110-6046-418.40-98	AMAZON.COM	CHECK #: 148021	75.00
JULY 15, 2011		005915	01	08/02/2011	110-6046-418.40-98	CREATIVE PRODUCTIONS	CHECK #: 148021	91.60
JULY 15, 2011		005916	01	08/02/2011	110-6046-418.50-01	PARKWOOD CHICAGO	CHECK #: 148021	1,285.00
JULY 15, 2011		005918	01	08/02/2011	110-6046-418.40-53	AMAZON.COM	CHECK #: 148021	159.99
JULY 15, 2011		005919	01	08/02/2011	110-6046-418.50-01	PARKWOOD CHICAGO	CHECK #: 148021	1,065.40
JULY 15, 2011		005917	01	08/02/2011	110-6047-512.50-02	NATIONWIDE GAGE CALIBR	CHECK #: 148021	205.00
JULY 15, 2011		005909	01	08/02/2011	110-7060-451.50-01	SPECTRA METAL SALES	CHECK #: 148021	133.74
JULY 15, 2011		005926	01	08/02/2011	110-7060-451.60-98	DISPLAYS 2 GO	CHECK #: 148021	43.54
JULY 15, 2011		005927	01	08/02/2011	110-7060-451.60-65	GFS MKTPLC #0200	CHECK #: 148021	68.61
JULY 15, 2011		005928	01	08/02/2011	110-7060-451.40-31	TARGET 00008375	CHECK #: 148021	209.98
JULY 15, 2011		005929	01	08/02/2011	110-7060-451.60-65	A MOON JUMP 4-U	CHECK #: 148021	1,500.00
JULY 15, 2011		005930	01	08/02/2011	110-7060-451.60-65	REVELL MONOGRAM.COM-PRD	CHECK #: 148021	678.60
JULY 15, 2011		005931	01	08/02/2011	210-8070-452.30-37	AMAZON.COM	CHECK #: 148021	329.90
JULY 15, 2011		005932	01	08/02/2011	210-8070-452.60-53	LANDS END BUS OUTFITTE	CHECK #: 148021	534.00

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO	NO	NO						AMOUNT
0015916	00	FIFTH THIRD BANK - PROCUREMENT CARD						
JULY 15, 2011	005933		01	08/02/2011	210-8070-452.40-04	INTERMOUNTAIN BOOKS	CHECK #: 148021	56.83
JULY 15, 2011	005934		01	08/02/2011	210-8070-452.40-04	LYRIC OPERA CHICAGO	CHECK #: 148021	378.00
JULY 15, 2011	005920		01	08/02/2011	510-6050-501.60-37	DEPT OF ENV QUALITY	CHECK #: 148021	92.00
JULY 15, 2011	005921		01	08/02/2011	510-6050-501.60-11	17 E ADAMS #0598	CHECK #: 148021	14.00
JULY 15, 2011	005922		01	08/02/2011	510-6050-501.40-98	AWARDING YOU	CHECK #: 148021	145.00
JULY 15, 2011	005923		01	08/02/2011	510-6056-502.40-98	WATER ENVIRONMENT FEDT	CHECK #: 148021	1,500.00
JULY 15, 2011	005914		01	08/02/2011	510-6057-502.50-01	SPECTRA METAL SALES	CHECK #: 148021	83.01
VENDOR TOTAL *							.00	12,685.10
0000648	00	FILTER RENU OF ILLINOIS, INC						
83623	005764		01	08/15/2011	110-6047-512.50-02	COMMERCIAL REPAIRS	90.50	
VENDOR TOTAL *							90.50	
0013587	00	FINDZALL COMMUNITY MARKETING						
JULY 2011	006338		01	08/15/2011	110-3015-414.30-12	CONSULTING SVCS	2,103.75	
JULY 2011	006339		01	08/15/2011	310-0089-461.30-52	CONSULTING SVCS	1,423.75	
VENDOR TOTAL *							3,527.50	
0006869	00	FISHER SCIENTIFIC						
2665944	005941		01	08/15/2011	510-6057-502.40-25	LAB SUPPLIES	65.05	
3165277	005956		01	08/15/2011	510-6057-502.40-98	REPL D.O. METER	1,946.86	
VENDOR TOTAL *							2,011.91	
0000220	00	FLESCH CO INC, GORDON						
1BD308	005805		01	08/15/2011	110-2006-413.30-21	COPIER MAINT	113.07	
1BD308	005831		01	08/15/2011	110-4020-422.30-21	COPIER MAINT	113.07	
1BB994	005594		01	08/15/2011	110-5030-421.30-21	COPIER MAINT	301.61	
1BB990	005978		01	08/15/2011	110-5030-421.30-21	FRONT DESK COPIER	771.42	
VENDOR TOTAL *							1,299.17	
0017446	00	FMP - FACTORY MOTOR PARTS						
61-130269	005744		01	08/15/2011	110-6047-512.50-16	CORE CREDIT	10.75-	
61-131854	006162		01	08/15/2011	110-6047-512.50-16	PD41-/AUTO PARTS	408.75	
VENDOR TOTAL *							398.00	
0005481	00	FRABIMOR EQPT & CONTROLS CO						
19879	006272		01	08/15/2011	510-6052-501.40-64	SLUCE VALVE GATE REPAIR	1,349.00	
VENDOR TOTAL *							1,349.00	
0013847	00	FRY'S ELECTRONICS, INC						
5322775	005802		01	08/15/2011	110-2008-413.40-72	SWITCH CAT 5 PARTS RAM	365.74	
VENDOR TOTAL *							365.74	
0000231	00	GASVODA & ASSOCS INC						
111PTS0440	005957		01	08/15/2011	110-6041-432.50-11	SUMP PUMB REPR LOWER ELMH	576.04	
111S0629	005958		01	08/15/2011	510-6056-502.50-10	IAWC FLOW METER CALIBRTN	561.50	
VENDOR TOTAL *							1,137.54	
0007925	00	GERARDI SEWER & WATER CO						

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0007925 #2	00	GERARDI SEWER & WATER CO 006225	01 08/15/2011	510-6052-501.80-12	WATERMAIN PROJECT	132,216.22	
					VENDOR TOTAL *	132,216.22	
0018185 AGJ5212-1	00	GLOBAL EMERGENCY PRODUCTS 006292	01 08/15/2011	110-6047-512.50-02	SEMI-ANNUAL MAINT PROGRAM	632.12	
					VENDOR TOTAL *	632.12	
0019895 11/014	00	GOLDSTEIN, ELLIOTT 005997	01 08/15/2011	110-0081-415.30-32	IAFF ARB CANCELLATION FEE	1,000.00	
					VENDOR TOTAL *	1,000.00	
0000242 9592943774 9592943774 9596295866 9592943774 9596295866 9592943774 9592943774 9592943774 9596295866	00	GRAINGER 005701 005702 006248 005703 006249 005704 005705 005706 006247	01 08/15/2011 01 08/15/2011 01 08/15/2011 01 08/15/2011 01 08/15/2011 01 08/15/2011 01 08/15/2011 01 08/15/2011 01 08/15/2011 01 08/15/2011	110-4020-422.40-98 110-6041-432.40-98 110-6041-432.40-98 110-6043-434.40-98 110-6043-434.40-98 110-6044-435.40-98 110-6046-418.40-98 510-6052-501.40-98 510-6057-502.40-98	OTHER SUPPLIES OTHER SUPPLIES OTHER SUPPLIES OTHER SUPPLIES OTHER SUPPLIES OTHER SUPPLIES OTHER SUPPLIES OTHER SUPPLIES OTHER SUPPLIES OTHER SUPPLIES	36.94 36.96 15.73 36.96 15.73 36.96 36.96 36.96 36.96 118.56	
					VENDOR TOTAL *	371.76	
0011686 171152 171209 171173 171024 171000 171066 171125 171363 171331 170967	00	GRAND AUTO PARTS 005739 005740 005741 005742 006011 006012 006013 006163 006164 006165	01 08/15/2011 01 08/15/2011 01 08/15/2011 01 08/15/2011 01 08/15/2011 01 08/15/2011 01 08/15/2011 01 08/15/2011 01 08/15/2011 01 08/15/2011	110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16	E-4 STOCK E-7 RETURN E-7 PW-100 PW-12 CREDIT RETURN CREDIT RETURN FOR STOCK FOR STOCK FOR STOCK	83.20 48.14- 114.14 9.39 1,354.98 200.00- 14.54- 54.00 18.00 16.00	
					VENDOR TOTAL *	1,387.03	
0012796 7149	00	GRASSROOTS LANDSCAPE SPECIALTIES 005955	01 08/15/2011	510-6057-502.50-01	LAWN MAINT	345.00	
					VENDOR TOTAL *	345.00	
0011478 26030	00	GUERRIERI, MARGARET 006404	01 08/15/2011	110-0000-316.00-00	TRANSFER STAMP REFUND	1,132.50	
					VENDOR TOTAL *	1,132.50	
0004296 052560057852	00	HIGHLAND ESTATES COFFEE TRADERS 005593	01 08/15/2011	110-6046-418.40-98	VENDING MACHINE REFILL	81.61	
					VENDOR TOTAL *	81.61	
0019906	00	HIGHLAND PARK POLICE DEPT					

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0019906 T-MOBILE	00	HIGHLAND PARK POLICE DEPT 006209	01 08/15/2011	110-5030-421.60-50	INVESTIGATION SHARE COST	100.00	
VENDOR TOTAL *						100.00	
0009456 814303	00	HIGHWAY TECHNOLOGIES, INC 006217	01 08/15/2011	110-6044-435.40-98	BARRICADE REPAIRS	41.40	
VENDOR TOTAL *						41.40	
0000275 421607	00	HOLIDAY CAMERA INC 006173	01 08/15/2011	110-5030-421.40-31	CAMERA REMOTE AND FLASH	80.92	
VENDOR TOTAL *						80.92	
0012341 014802/0012426	00	HOME DEPOT 1982-OAKBROOK TERR 006127	01 08/15/2011	110-4020-422.50-01	PLUGS FOR PROP FIRE #2	138.24	
027995/7022522		005820	01 08/15/2011	110-6041-432.40-98	BITS	127.87	
015442/9560267		005782	01 08/15/2011	110-6046-418.50-01	BULBS/AED BATTERIES	29.98	
022634/2123524		005950	01 08/15/2011	510-6056-502.50-11	ATRIUM/ADAMS/BERKLEY	117.40	
VENDOR TOTAL *						413.49	
0007888 17890 17889	00	HOMER TREE CARE INC 006275 006276	01 08/15/2011 01 08/15/2011	110-6043-434.30-22 110-6043-434.30-88	DED TREE REMOVAL DED TREE REMOVAL	6,165.50 24,789.50	
VENDOR TOTAL *						30,955.00	
0000278 23654 23424	00	HOUSE OF GLASS 006181 006182	01 08/15/2011 01 08/15/2011	110-6046-418.50-01 530-0088-503.50-14	CABINET GLASS MULLION REPAIR	10.21 200.00	
VENDOR TOTAL *						210.21	
0011052 07/20-07/22/11	00	HOWELL, LYNNCHERIE 006417	01 08/15/2011	110-5030-421.60-11	EXPENSE REIMBURSEMENT	225.66	
VENDOR TOTAL *						225.66	
0015741 17696 17696	00	HUNTCO SUPPLY, LLC 005817 005818	01 08/15/2011 01 08/15/2011	530-0088-503.50-14 530-0088-503.50-15	BIKE RACKS BIKE RACKS	483.00 966.00	
VENDOR TOTAL *						1,449.00	
0000799 27303	00	HUNTER & ASSOCS, INC, F L 006180	01 08/15/2011	110-1003-412.30-52	FIRE FIGHTER APP EXAMS	300.00	
VENDOR TOTAL *						300.00	
0012264 8/1/11	00	I D O A REGION 3 006036	01 08/02/2011	110-5030-421.60-14	5TH GRADE DARE WKBOOKS	CHECK #: 148020	801.00
VENDOR TOTAL *						.00	801.00
0007329 5019400054	00	IKON OFFICE SOLUTIONS 005595	01 08/15/2011	110-5030-421.30-21	COPIER MAINT	246.44	
VENDOR TOTAL *						246.44	
0000291	00	IL SEC OF STATE - TITLE APPLIC FEES,CK GRP-1					

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VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0015651 01577C	00	JORDAN, CATHERINE 005999	01 08/15/2011	110-0083-443.60-85	COMMUNITY CONV TELEPHONE	100.00	
VENDOR TOTAL *						100.00	
0000314 568444 569517 568874 568873 568872 568871 568868 568665	00	KALE UNIFORMS 005596 005597 005598 005599 005600 005601 005602 005603	01 08/15/2011 01 08/15/2011 01 08/15/2011 01 08/15/2011 01 08/15/2011 01 08/15/2011 01 08/15/2011 01 08/15/2011	110-5030-421.40-11 110-5030-421.40-11 110-5030-421.40-11 110-5030-421.40-11 110-5030-421.40-11 110-5030-421.40-11 110-5030-421.40-11 110-5030-421.40-11	UNIFORM SUPPLIES UNIFORM SUPPLIES UNIFORM SUPPLIES UNIFORM SUPPLIES UNIFORM SUPPLIES UNIFORM SUPPLIES UNIFORM SUPPLIES UNIFORM SUPPLIES	118.00 44.50 80.00 35.50 59.00 135.96 69.00 19.50	
VENDOR TOTAL *						561.46	
0000323 176896 177005 176896 177158 177069 177070	00	KIEFT BROTHERS, INC - A/P 005677 005822 005676 005826 005827 005828	01 08/15/2011 01 08/15/2011 01 08/15/2011 01 08/15/2011 01 08/15/2011 01 08/15/2011	110-6041-432.40-48 110-6041-432.40-08 510-6052-501.40-63 510-6052-501.40-63 510-6056-502.40-29 510-6056-502.40-29	CEMENT STORM INLET VAULTS FAIRFIELD/CRESCENT OLIVE/SUNNYSIDE SEWER REP OLIVE/SUNNYSIDE SEWER REP	132.00 370.00 198.00 596.00 238.00 280.00	
VENDOR TOTAL *						1,814.00	
0011896 2035401 2052542	00	KIMBALL MIDWEST 005714 006290	01 08/15/2011 01 08/15/2011	110-6047-512.40-53 110-6047-512.50-16	SHOP TOOLS NUTS/BOLTS/SUPPLIES	50.36 519.44	
VENDOR TOTAL *						569.80	
0015276 3927 3920 3926	00	KING, DAVID & ASSOCS, INC 005834 005998 005935	01 08/15/2011 01 08/15/2011 01 08/15/2011	110-6046-418.60-69 110-6046-418.60-69 310-0089-461.30-52	JULY 2011 MGMNT FEES PROFESSIONAL SVCS JULY MGMNT FEES	1,000.00 1,631.92 1,000.00	
VENDOR TOTAL *						3,631.92	
0015660 24030	00	KINGS POINT TRUCK LANE 006289	01 08/15/2011	110-6047-512.50-02	SAFETY TEST/PW8	25.00	
VENDOR TOTAL *						25.00	
0010360 42256	00	KUSSMAUL ELECTRONICS CO INC 006271	01 08/15/2011	110-6047-512.50-02	SQUAD 1	85.66	
VENDOR TOTAL *						85.66	
0019892 566 N WALNUT	00	KUTTY, THOMAS 005730	01 08/15/2011	110-6041-432.30-55	2011 REAR YARD DRAIN PRGM	200.00	
VENDOR TOTAL *						200.00	
0016626 9728	00	LAI, LTD 005940	01 08/15/2011	510-6052-501.50-18	N RESERV CL2 SWITCH	438.67	

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VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0016626	00	LAI, LTD					
					VENDOR TOTAL *	438.67	
0013313	00	LEACH ENTERPRISES, INC					
923884	005713		01 08/15/2011	110-6047-512.50-16	PW-89	76.00	
923968	005755		01 08/15/2011	110-6047-512.50-16	PARTS & SUPPLIES	242.66	
924008	005756		01 08/15/2011	110-6047-512.50-16	PARTS & SUPPLIES RETURN	157.64	
924007	005757		01 08/15/2011	110-6047-512.50-16	PARTS & SUPPLIES	27.60	
924084	006033		01 08/15/2011	110-6047-512.50-16	PARTS/SUPPLIES	46.38	
924319	006281		01 08/15/2011	110-6047-512.50-16	FILTERS	65.01	
					VENDOR TOTAL *	300.01	
0006622	00	LEN'S ACE HARDWARE					
167171/1	005830		01 08/15/2011	510-6052-501.40-98	INSECT FOGGER	35.96	
					VENDOR TOTAL *	35.96	
0017434	00	LEXIPOL LLC					
5766	005979		01 08/15/2011	110-5030-421.30-12	ANNUAL SUBSCRIPTION RENWL	3,200.00	
					VENDOR TOTAL *	3,200.00	
0012723	00	LEXISNEXIS					
152580520110630006401			01 08/15/2011	110-2006-413.60-98	OFFENDER INFORMATION	27.61	
152580520110731006403			01 08/15/2011	110-2006-413.60-98	OFFENDER INFORMATION	27.61	
152580520110630006400			01 08/15/2011	530-0088-503.30-09	OFFENDER INFORMATION	82.89	
152580520110731006402			01 08/15/2011	530-0088-503.30-09	OFFENDER INFORMATION	82.89	
					VENDOR TOTAL *	221.00	
0000617	00	M & M REPORTING, INC					
49035	005699		01 08/15/2011	110-3015-414.30-13	COURT REPORTING	340.50	
49034	005700		01 08/15/2011	110-3015-414.30-13	COURT REPORTING	268.50	
					VENDOR TOTAL *	609.00	
0007486	00	MAMMA MARIA'S PIZZA					
5	005606		01 08/15/2011	110-5030-421.60-08	MEETING REFRESHMENTS	66.75	
					VENDOR TOTAL *	66.75	
0007259	00	MARCOTT ENTERPRISES, INC					
16273	005960		01 08/15/2011	510-6057-502.30-58	DRYING BED SAND	584.99	
					VENDOR TOTAL *	584.99	
0018018	00	MARQUARDT & BELMONTE, PC					
4310	006356		01 08/15/2011	110-0081-415.30-63	TRAFFIC PROSECUTIONS	4,504.80	
4312	006357		01 08/15/2011	110-0081-415.30-19	DUI PROSECUTIONS	4,138.16	
					VENDOR TOTAL *	8,642.96	
0015536	00	MARTENSON TURF PRODUCTS, INC					
36838	006254		01 08/15/2011	110-6043-434.40-50	HYDROSEEDING SUPPLIES	1,660.00	
36838	006255		01 08/15/2011	110-6043-434.40-27	HYDROSEEDING SUPPLIES	699.60	
					VENDOR TOTAL *	2,359.60	
0017477	00	MCALLISTER EQPT CO					

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO	NO	NO						AMOUNT
0017477	00	MCALLISTER EQPT CO						
VP9578	006269		01	08/15/2011	110-6047-512.50-16	PW-68	122.48	
VP9601	006270		01	08/15/2011	110-6047-512.50-16	PW-149	339.70	
VENDOR TOTAL *							462.18	
0007176	00	MCCANN INDUSTRIES INC						
01285807	005823		01	08/15/2011	110-6041-432.40-48	CEMENT	27.40	
VENDOR TOTAL *							27.40	
0001049	00	MCI						
08611797999	004910		01	08/04/2011	110-0094-454.30-75	MONTHLY PHONE	CHECK #:	147859 .95-
08611797999	004910		01	08/03/2011	110-0094-454.30-75	MONTHLY PHONE	CHECK #:	148005 .95
08611797999	004899		01	08/04/2011	110-1001-411.30-75	MONTHLY PHONE	CHECK #:	147859 20.02-
08611797999	004899		01	08/03/2011	110-1001-411.30-75	MONTHLY PHONE	CHECK #:	148005 20.02
08611797999	004900		01	08/04/2011	110-2006-413.30-75	MONTHLY PHONE	CHECK #:	147859 50.86-
08611797999	004900		01	08/03/2011	110-2006-413.30-75	MONTHLY PHONE	CHECK #:	148005 50.86
08611797999	004908		01	08/04/2011	110-2007-413.30-75	MONTHLY PHONE	CHECK #:	147859 2.87-
08611797999	004908		01	08/03/2011	110-2007-413.30-75	MONTHLY PHONE	CHECK #:	148005 2.87
08611797999	004909		01	08/04/2011	110-2008-413.30-75	MONTHLY PHONE	CHECK #:	147859 70.36-
08611797999	004909		01	08/03/2011	110-2008-413.30-75	MONTHLY PHONE	CHECK #:	148005 70.36
08611797999	004901		01	08/04/2011	110-3015-414.30-75	MONTHLY PHONE	CHECK #:	147859 32.42-
08611797999	004901		01	08/03/2011	110-3015-414.30-75	MONTHLY PHONE	CHECK #:	148005 32.42
08611797999	004902		01	08/04/2011	110-4020-422.30-75	MONTHLY PHONE	CHECK #:	147859 17.13-
08611797999	004902		01	08/03/2011	110-4020-422.30-75	MONTHLY PHONE	CHECK #:	148005 17.13
08611797999	004903		01	08/04/2011	110-4022-423.30-75	MONTHLY PHONE	CHECK #:	147859 .66-
08611797999	004903		01	08/03/2011	110-4022-423.30-75	MONTHLY PHONE	CHECK #:	148005 .66
08611797999	004904		01	08/04/2011	110-5030-421.30-75	MONTHLY PHONE	CHECK #:	147859 134.97-
08611797999	004904		01	08/03/2011	110-5030-421.30-75	MONTHLY PHONE	CHECK #:	148005 134.97
08611797999	004905		01	08/04/2011	110-6040-431.30-75	MONTHLY PHONE	CHECK #:	147859 22.74-
08611797999	004905		01	08/03/2011	110-6040-431.30-75	MONTHLY PHONE	CHECK #:	148005 22.74
08611797999	004906		01	08/04/2011	110-7060-451.30-75	MONTHLY PHONE	CHECK #:	147859 9.97-
08611797999	004906		01	08/03/2011	110-7060-451.30-75	MONTHLY PHONE	CHECK #:	148005 9.97
08611797999	004907		01	08/04/2011	510-6055-502.30-75	MONTHLY PHONE	CHECK #:	147859 15.17-
08611797999	004907		01	08/03/2011	510-6055-502.30-75	MONTHLY PHONE	CHECK #:	148005 15.17
VENDOR TOTAL *							.00	
0002941	00	MCMaster-CARR SUPPLY CO-A/P ADDRESS						
89448258	005308		01	08/04/2011	110-5030-421.50-01	DOOR REPAIR	CHECK #:	147860 22.73-
89448258	005308		01	08/04/2011	110-5030-421.50-01	DOOR REPAIR	CHECK #:	148006 22.73
91684584	006277		01	08/15/2011	110-6041-432.40-98	STUDS		55.67
90215788	005775		01	08/15/2011	110-6046-418.40-98	REPLACEMENT TOOL		25.24
90450229	005776		01	08/15/2011	110-6046-418.50-01	BIKE RACK	354.02	
90080624	005777		01	08/15/2011	110-6046-418.40-98	REPLACEMENT TOOL		10.44
90092716	005778		01	08/15/2011	110-6046-418.40-98	REPLACEMENT TOOL RETURN		10.44-
90092728	005779		01	08/15/2011	110-6046-418.40-98	CREDIT RETURN		25.24-
89534919	005302		01	08/04/2011	110-6046-418.40-98	RETURNED MERCHANDISE	CHECK #:	147860 10.35
89534919	005302		01	08/04/2011	110-6046-418.40-98	RETURNED MERCHANDISE	CHECK #:	148006 10.35-
89629881	005307		01	08/04/2011	110-6046-418.40-98	SOCKETS	CHECK #:	147860 25.24-
89629881	005307		01	08/04/2011	110-6046-418.40-98	SOCKETS	CHECK #:	148006 25.24

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0002941	00	MCMASTER-CARR			ADDRESS			
91014995	006191		01	08/15/2011	110-6046-418.50-01	ASHTRAY SAND	36.90	
90556778	005707		01	08/15/2011	110-6047-512.50-16	TRUCK 2	57.62	
87386587	005304		01	08/04/2011	110-6047-512.50-16	STOCK	CHECK #: 147860	10.31-
87386587	005304		01	08/04/2011	110-6047-512.50-16	STOCK	CHECK #: 148006	10.31
90772271	006185		01	08/15/2011	110-7060-451.50-01	SOAP DISPENSERS	95.77	
91018386	005951		01	08/15/2011	510-6056-502.50-11	ATRIUM/ADAMS/BERKLEY	413.75	
86343025	005303		01	08/04/2011	510-6057-502.50-01	FAUCET REPLACEMENT	CHECK #: 147860	440.86-
86343025	005303		01	08/04/2011	510-6057-502.50-01	FAUCET REPLACEMENT	CHECK #: 148006	440.86
89531431	005306		01	08/04/2011	510-6057-502.50-08	LOWER BEARING REPAIR	CHECK #: 147860	174.62-
89531431	005306		01	08/04/2011	510-6057-502.50-08	LOWER BEARING REPAIR	CHECK #: 148006	174.62
89630068	005305		01	08/04/2011	510-6057-502.50-01	SAND BLASTER MEDIA	CHECK #: 147860	35.42-
89630068	005305		01	08/04/2011	510-6057-502.50-01	SAND BLASTER MEDIA	CHECK #: 148006	35.42
89523611	005301		01	08/04/2011	530-0088-503.50-14	FENCE REPAIR	CHECK #: 147860	145.54-
89523611	005301		01	08/04/2011	530-0088-503.50-14	FENCE REPAIR	CHECK #: 148006	145.54
VENDOR TOTAL *							1,013.73	
0000366	00	MEL'S ACE HARDWARE						
416367/4	005108		01	08/04/2011	110-4020-422.50-01	DOOR SEAL	CHECK #: 147862	13.36-
416367/4	005108		01	08/04/2011	110-4020-422.50-01	DOOR SEAL	CHECK #: 148007	13.36
416899/4	005278		01	08/04/2011	110-6041-432.40-98	DRIVE-SEAL/BRUSH	CHECK #: 147862	24.28-
416899/4	005278		01	08/04/2011	110-6041-432.40-98	DRIVE-SEAL/BRUSH	CHECK #: 148007	24.28
416901/4	005277		01	08/04/2011	110-6041-432.40-98	JHOOK	CHECK #: 147862	12.59-
416901/4	005277		01	08/04/2011	110-6041-432.40-98	JHOOK	CHECK #: 148007	12.59
416963/4	005279		01	08/04/2011	110-6041-432.40-98	SPRAY PAINT	CHECK #: 147862	10.77-
416963/4	005279		01	08/04/2011	110-6041-432.40-98	SPRAY PAINT	CHECK #: 148007	10.77
416797/4	004991		01	08/04/2011	110-6044-435.40-98	GROUNDING PLUG	CHECK #: 147862	4.94-
416797/4	004991		01	08/04/2011	110-6044-435.40-98	GROUNDING PLUG	CHECK #: 148007	4.94
416793/4	005781		01	08/15/2011	110-6046-418.50-01	COFFEE POT	109.99	
416998/4	005780		01	08/15/2011	510-6052-501.40-98	FLASH LIGHTS/WATER METERS	26.96	
416718/4	005106		01	08/04/2011	510-6057-502.50-01	GRAFFITI REMOVAL	CHECK #: 147862	22.48-
416718/4	005106		01	08/04/2011	510-6057-502.50-01	GRAFFITI REMOVAL	CHECK #: 148007	22.48
416753/4	005107		01	08/04/2011	510-6057-502.50-01	GATE REPAIR	CHECK #: 147862	2.24-
416753/4	005107		01	08/04/2011	510-6057-502.50-01	GATE REPAIR	CHECK #: 148007	2.24
416821/4	005353		01	08/04/2011	510-6057-502.50-01	WEED TRIMMER LINE	CHECK #: 147862	5.40-
416821/4	005353		01	08/04/2011	510-6057-502.50-01	WEED TRIMMER LINE	CHECK #: 148007	5.40
416848/4	005355		01	08/04/2011	510-6057-502.50-01	LEAF RAKE REPLACEMENT	CHECK #: 147862	10.79-
416848/4	005355		01	08/04/2011	510-6057-502.50-01	LEAF RAKE REPLACEMENT	CHECK #: 148007	10.79
416851/4	005354		01	08/04/2011	510-6057-502.50-01	BOAT HOIST REPAIRS	CHECK #: 147862	32.70-
416851/4	005354		01	08/04/2011	510-6057-502.50-01	BOAT HOIST REPAIRS	CHECK #: 148007	32.70
416926/4	005358		01	08/04/2011	510-6057-502.50-01	CLEANING WAX	CHECK #: 147862	21.58-
416926/4	005358		01	08/04/2011	510-6057-502.50-01	CLEANING WAX	CHECK #: 148007	21.58
416944/4	005356		01	08/04/2011	510-6057-502.50-01	CAR WAX	CHECK #: 147862	8.54-
416944/4	005356		01	08/04/2011	510-6057-502.50-01	CAR WAX	CHECK #: 148007	8.54
416958/4	005357		01	08/04/2011	510-6057-502.50-08	PUMP REPAIR	CHECK #: 147862	38.52-
416958/4	005357		01	08/04/2011	510-6057-502.50-08	PUMP REPAIR	CHECK #: 148007	38.52
VENDOR TOTAL *							136.95	
0014625	00	MEL'S CAR CARE CENTER						

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO	NO	NO						AMOUNT
0014625	00	MEL'S CAR CARE CENTER						
56232	005401		01	08/04/2011	110-6047-512.50-16	TRK/PARTS PW95	CHECK #: 147863	48.00-
56232	005401		01	08/04/2011	110-6047-512.50-16	TRK/PARTS PW95	CHECK #: 148008	48.00
56263	005400		01	08/04/2011	110-6047-512.50-02	REPAIR GAS TANK/PW81	CHECK #: 147863	285.00-
56263	005400		01	08/04/2011	110-6047-512.50-02	REPAIR GAS TANK/PW81	CHECK #: 148008	285.00
VENDOR TOTAL *							.00	
0012075	00	MENARDS-GLENDALE HEIGHTS						
62751	005122		01	08/04/2011	110-5030-421.50-01	DOOR REPAIR	CHECK #: 147864	27.51-
62751	005122		01	08/04/2011	110-5030-421.50-01	DOOR REPAIR	CHECK #: 148009	27.51
VENDOR TOTAL *							.00	
0019893	00	MENICHINI, MICHAEL						
527 MITCHELL	005808		01	08/15/2011	510-6056-502.30-90	SAN SVC LINE REIMB	1,697.50	
VENDOR TOTAL *							1,697.50	
0017680	00	METRO NORTH INDUSTRIAL TIRE & SPPLY						
71168	005712		01	08/15/2011	110-6047-512.50-20	PW-69	40.95	
70993	005062		01	08/04/2011	110-6047-512.50-20	PW60-TRK PARTS	CHECK #: 147865	90.95-
70993	005062		01	08/04/2011	110-6047-512.50-20	PW60-TRK PARTS	CHECK #: 148010	90.95
VENDOR TOTAL *							40.95	
0000368	00	METRO PARAMEDIC SERVICES, INC						
278-001269	005149		01	08/04/2011	110-0084-442.30-01	AMBULANCE SERVICE AUG2011	CHECK #: 147866	10,555.50-
278-001269	005149		01	08/04/2011	110-0084-442.30-01	AMBULANCE SERVICE AUG2011	CHECK #: 148011	10,555.50
278-001312	006340		01	08/15/2011	110-0084-442.30-01	AMBULANCE SVC/SEPT 2011	10,555.50	
VENDOR TOTAL *							10,555.50	
0009371	00	MICRO CENTER A/R						
2601986	005798		01	08/15/2011	110-2008-413.40-72	BLUETOOTH PORTS	100.97	
VENDOR TOTAL *							100.97	
0003384	00	MICROFLEX						
IN1223911	005791		01	08/15/2011	510-6057-502.40-98	OTHER SUPPLIES	251.60	
VENDOR TOTAL *							251.60	
0019890	00	MIDWAY USA						
13974628	005815		01	08/15/2011	110-4020-422.60-11	CEREMONIAL RIFLE AMMO	132.20	
VENDOR TOTAL *							132.20	
0016200	00	MIDWEST WELDING SUPPLY INC						
496072	005792		01	08/15/2011	110-6047-512.40-98	OTHER SUPPLIES	102.90	
497475	006251		01	08/15/2011	110-6047-512.40-98	OTHER SUPPLIES	12.12	
VENDOR TOTAL *							115.02	
0019904	00	MILES, ERIK						
214/073	006010		01	08/15/2011	530-0000-341.50-03	REFUND QTRLY & OVERN PASS	110.00	
VENDOR TOTAL *							110.00	
0016423	00	MLRP 388 CAROL LLC						

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VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0016423 SEPT 2011	00 005804	MLRP 388 CAROL LLC	01 08/15/2011	110-7060-451.60-47	MONTHLY RENT	671.00	
					VENDOR TOTAL *	671.00	
0019425 194735	00 006265	MM TOOL SALES, INC	01 08/15/2011	110-6047-512.40-53	TOOL REPLACEMENT	13.75	
					VENDOR TOTAL *	13.75	
0007257 IL10-445231 IL10-445030 IL10-445230	00 005946 005947 005948	MOTION INDUSTRIES, INC	01 08/15/2011 01 08/15/2011 01 08/15/2011	510-6057-502.50-08 510-6057-502.50-08 510-6057-502.50-08	WASTE SLUDGE PUMP 1 REPR WASTE SLUDGE PUMP 1 REPR WASTE SLUDGE PUMP 1 REPR	20.93 148.08 211.13	
					VENDOR TOTAL *	380.14	
0019917 26039	00 006216	MUEHLEIS, JOHN	01 08/15/2011	110-0000-316.00-00	TRANSFER STAMP REFUND	405.00	
					VENDOR TOTAL *	405.00	
0000383 102011 102012	00 006278 006279	NAFISCO, INC	01 08/15/2011 01 08/15/2011	110-6041-432.30-06 110-6041-432.30-06	BARRICADE RENTAL BARRICADE RENTAL	305.60 100.00	
					VENDOR TOTAL *	405.60	
0000392 9631	00 006246	NCL EQPT SPECIALTIES INC	01 08/15/2011	110-6041-432.40-52	SIGNS/POSTS/PAINT	365.60	
					VENDOR TOTAL *	365.60	
0000394 735874	00 005658	NEENAH FOUNDRY CO	01 08/15/2011	110-6041-432.40-08	INLETS	1,420.00	
					VENDOR TOTAL *	1,420.00	
0005845 5209073557	00 3 005582	NICOR GAS	01 08/15/2011	110-4020-422.30-29	MONTHLY GAS	133.50	
					VENDOR TOTAL *	133.50	
0017755 6164013	00 006263	NORTHWEST FORD & STERLING TRUCK	01 08/15/2011	110-6047-512.50-16	PW-65	27.25	
					VENDOR TOTAL *	27.25	
0016554 SEPT 2011 SEPT 2011 SEPT 2011 SEPT 2011 SEPT 2011 SEPT 2011 SEPT 2011 SEPT 2011 SEPT 2011	00 006368 006382 006369 006383 006370 006384 006371 006385 006372	NORTHWESTERN GROUP MARKETING	01 08/15/2011 01 08/15/2011 01 08/15/2011 01 08/15/2011 01 08/15/2011 01 08/15/2011 01 08/15/2011 01 08/15/2011 01 08/15/2011	110-1001-411.20-05 110-1001-411.20-04 110-2006-413.20-05 110-2006-413.20-04 110-2007-413.20-05 110-2007-413.20-04 110-2008-413.20-05 110-2008-413.20-04 110-3015-414.20-05	DENTAL INS HEALTH INS DENTAL INS HEALTH INS DENTAL INS HEALTH INS DENTAL INS HEALTH INS DENTAL INS	28.38 35.41 93.40 82.80 19.86 17.65 41.59 36.75 11.84	

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INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0016554	00	NORTHWESTERN GROUP MARKETING						
SEPT 2011	006386		01	08/15/2011	110-3015-414.20-04	HEALTH INS	14.53	
SEPT 2011	006373		01	08/15/2011	110-4020-422.20-05	DENTAL INS	353.27	
SEPT 2011	006387		01	08/15/2011	110-4020-422.20-04	HEALTH INS	405.83	
SEPT 2011	006374		01	08/15/2011	110-4025-424.20-05	DENTAL INS	57.08	
SEPT 2011	006388		01	08/15/2011	110-4025-424.20-04	HEALTH INS	76.45	
SEPT 2011	006375		01	08/15/2011	110-5030-421.20-05	DENTAL INS	587.27	
SEPT 2011	006389		01	08/15/2011	110-5030-421.20-04	HEALTH INS	666.62	
SEPT 2011	006376		01	08/15/2011	110-6040-431.20-05	DENTAL INS	157.94	
SEPT 2011	006390		01	08/15/2011	110-6040-431.20-04	HEALTH INS	164.21	
SEPT 2011	006377		01	08/15/2011	110-7060-451.20-05	DENTAL INS	23.03	
SEPT 2011	006391		01	08/15/2011	110-7060-451.20-04	HEALTH INS	22.55	
SEPT 2011	006378		01	08/15/2011	210-8070-452.20-05	DENTAL INS	116.43	
SEPT 2011	006395		01	08/15/2011	210-8070-452.20-04	HEALTH INS	126.09	
SEPT 2011	006379		01	08/15/2011	510-6050-501.20-05	DENTAL INS	23.68	
SEPT 2011	006392		01	08/15/2011	510-6050-501.20-04	HEALTH INS	34.42	
SEPT 2011	006380		01	08/15/2011	510-6055-502.20-05	DENTAL INS	12.16	
SEPT 2011	006393		01	08/15/2011	510-6055-502.20-04	HEALTH INS	38.88	
SEPT 2011	006381		01	08/15/2011	530-0088-503.20-05	DENTAL INS	13.79	
SEPT 2011	006394		01	08/15/2011	530-0088-503.20-04	HEALTH INS	14.09	
VENDOR TOTAL *							3,276.00	
0018147	00	NOVAPRO RISK SOLUTIONS, LP						
GM00040559	006233		01	08/15/2011	110-0082-416.60-28	G/L FEE	2,550.00	
GM00040559	006234		01	08/15/2011	110-0082-416.60-02	AUTO LIAB FEE	300.00	
GM00040572	006360		01	08/15/2011	110-0082-416.60-28	CLAIM FEES	850.00	
VENDOR TOTAL *							3,700.00	
0019870	00	O'MEARA, PATRICK						
196 S LAWDALE	005985		01	08/15/2011	510-6056-502.30-89	OVERHEAD SEWER REIMB	5,000.00	
VENDOR TOTAL *							5,000.00	
0008640	00	OFFICE DEPOT						
572266739001	006001		01	08/15/2011	110-1001-411.40-33	OFFICE SUPPLIES	27.66	
572266739001	006000		01	08/15/2011	110-2006-413.40-33	OFFICE SUPPLIES	16.42	
572266739001	006002		01	08/15/2011	110-2006-413.40-33	OFFICE SUPPLIES	41.56	
572012418001	006016		01	08/15/2011	110-2006-413.40-33	OFFICE SUPPLIES	184.06	
573048030001	006412		01	08/15/2011	110-6040-431.40-33	SUPPLIES	3.46	
573048240001	006413		01	08/15/2011	110-6040-431.40-33	SUPPLIES	19.14	
VENDOR TOTAL *							292.30	
0000415	00	ORR SAFETY CORP						
INV1956355	005942		01	08/15/2011	510-6056-502.50-10	LS CALIBRATION GAS	226.38	
VENDOR TOTAL *							226.38	
0008717	00	PAT KEAN'S FRIENDLY FORD						
167217	006266		01	08/15/2011	110-6047-512.50-16	PW-65	159.50	
167232	006267		01	08/15/2011	110-6047-512.50-16	PW-83	146.24	
167251	006268		01	08/15/2011	110-6047-512.50-16	CORE CREDIT	35.00-	

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NO	NO	NO						AMOUNT
0008717	00	PAT KEAN'S FRIENDLY FORD						
0000618	00	PROGRESSIVE ELECTRONICS				VENDOR TOTAL *	270.74	
1245	005972		01	08/15/2011	110-5030-421.50-08	RADAR GUN REPAIR	146.10	
0000444	00	PROSAFETY INC				VENDOR TOTAL *	146.10	
1/229700	006021		01	08/15/2011	110-6041-432.40-98	OTHER SUPPLIES	6.36	
1/229700	006022		01	08/15/2011	110-6043-434.40-98	OTHER SUPPLIES	6.33	
1/229700	006023		01	08/15/2011	110-6044-435.40-98	OTHER SUPPLIES	6.33	
1/229700	006024		01	08/15/2011	110-6046-418.40-98	OTHER SUPPLIES	6.33	
1/229700	006025		01	08/15/2011	110-6047-512.40-98	OTHER SUPPLIES	6.33	
1/229700	006026		01	08/15/2011	510-6052-501.40-98	OTHER SUPPLIES	6.33	
1/229700	006027		01	08/15/2011	510-6057-502.40-98	OTHER SUPPLIES	6.33	
0019905	00	QUAZ, ERIC				VENDOR TOTAL *	44.34	
266 INDIANA	006204		01	08/15/2011	510-6056-502.30-90	SAN LINE REIMB	1,875.00	
0019889	00	RADOVANOVIC, LILIANA				VENDOR TOTAL *	1,875.00	
646 HILLSIDE	005697		01	08/15/2011	510-6056-502.30-90	SEWER LINE REIMBURSEMENT	1,900.00	
0001842	00	RANDALL INDUSTRIES				VENDOR TOTAL *	1,900.00	
115948	006190		01	08/15/2011	110-7060-451.50-01	LIFT RENTAL ROOF REPAIR	1,020.50	
0017050	00	REINDERS, INC				VENDOR TOTAL *	1,020.50	
1352606-00	006014		01	08/15/2011	110-6047-512.50-16	PARTS/SUPPLIES	42.83	
0019903	00	ROBERTS, LAWRENCE A				VENDOR TOTAL *	42.83	
120 AVON RD	005970		01	08/15/2011	510-6056-502.30-89	OVERHEAD SEWER REIMB	4,228.50	
0005687	00	ROESCH FORD				VENDOR TOTAL *	4,228.50	
12181	005745		01	08/15/2011	110-6047-512.50-16	PD-7	18.41	
12196	005746		01	08/15/2011	110-6047-512.50-16	F-17	27.26	
12255	005747		01	08/15/2011	110-6047-512.50-16	E-7	240.08	
12291	006129		01	08/15/2011	110-6047-512.50-16	E-31/AUTO PARTS	57.30	
0008861	00	ROYAL RECOGNITION				VENDOR TOTAL *	343.05	
11-13987	005986		01	08/15/2011	110-2007-413.60-23	SERVICE AWARD	139.66	
0005536	00	RUNNION EQPT				VENDOR TOTAL *	139.66	

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0005536 116798	00	RUNNION EQPT 005711	01	08/15/2011	110-6047-512.50-16	PW-88 LOG LOADER	314.56	
						VENDOR TOTAL *	314.56	
0000473 268657 268444	00	SAKASH, JOHN CO INC 005821 005715	01	08/15/2011	110-6041-432.40-98	CHAIN	112.12	
						08/15/2011 110-6047-512.50-16 FIRE EQPT REPAIR	30.94	
						VENDOR TOTAL *	143.06	
0019908 1595969	00	SCHIFF HARDIN LLP 006361	01	08/15/2011	110-0081-415.30-36	PROFESSIONAL SVCS	3,783.00	
						VENDOR TOTAL *	3,783.00	
0011986 7/29/11 7/15/11 3473	00	SCHROEDER & SCHROEDER INC 006241 006242 006243	01	08/15/2011	110-6041-432.80-15	STREET RESURFACING	172,717.64	
						08/15/2011 110-6041-432.30-70 ELM PARK AVE SIDEWALK	10,902.50	
						08/15/2011 110-6041-432.30-70 ELM PARK AVE SIDEWALK	1,000.00	
						VENDOR TOTAL *	184,620.14	
0010169 75391 75545	00	SEAWAY SUPPLY 005762 006034	01	08/15/2011	110-6046-418.40-24	JANITORIAL SUPPLIES	401.25	
						08/15/2011 110-6046-418.40-24 JANITORIAL SUPPLIES	391.20	
						VENDOR TOTAL *	792.45	
0015637 SS042695	00	SHERWIN INDUSTRIES, INC 006280	01	08/15/2011	110-6041-432.40-52	PAINT/PAVEMENT STRIPING	1,265.00	
						VENDOR TOTAL *	1,265.00	
0004780 2288 2327 2288 2327	00	SPECIAL T UNLIMITED 005678 005680 005679 005681	01	08/15/2011	110-6041-432.40-62	UNIFORM SUPPLIES	222.50	
						08/15/2011 110-6041-432.40-62 UNIFORM SUPPLIES	222.50	
						08/15/2011 510-6052-501.40-62 UNIFORM SUPPLIES	222.50	
						08/15/2011 510-6052-501.40-62 UNIFORM SUPPLIES	222.50	
						VENDOR TOTAL *	890.00	
0018176 58010M	00	SPIROFF & GOSSELAR, LTD 006312	01	08/15/2011	110-0081-415.30-36	PROFESSIONAL SVCS	867.00	
						VENDOR TOTAL *	867.00	
0000740 C66846	00	STANDARD EQPT CO 005761	01	08/15/2011	110-6041-432.40-58	SWEeper PARTS	371.94	
						VENDOR TOTAL *	371.94	
0018502 029643	00	STAPLES ADVANTAGE-WAS CORP EXPRESS 005771	01	08/15/2011	110-2008-413.40-72	PRINTER/WIRELESS MICE/	645.11	
						VENDOR TOTAL *	645.11	
0014481 005308	00	STAPLES CREDIT PLAN 005801	01	08/15/2011	110-2008-413.50-25	TRAC PHONE MINUTES	39.99	

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0014481	00	STAPLES CREDIT PLAN						
						VENDOR TOTAL *	39.99	
0008126 4002707339	00	STERICYCLE INC 005974		01 08/15/2011	110-5030-421.30-98	QUARTERLY SERVICE	327.99	
						VENDOR TOTAL *	327.99	
0017966	00	STORINO, RAMELLO & DURKIN						
55094	006294			01 08/15/2011	110-0081-415.30-32	PROFESSIONAL SVCS	560.00	
55094	006296			01 08/15/2011	110-0081-415.30-36	PROFESSIONAL SVCS	31,885.33	
55092	006299			01 08/15/2011	110-0081-415.30-36	PROFESSIONAL SVCS	743.75	
55125	006300			01 08/15/2011	110-0081-415.30-32	PROFESSIONAL SVCS	3,816.50	
55230	006302			01 08/15/2011	110-0081-415.30-16	PROFESSIONAL SVCS	678.18	
55091	006303			01 08/15/2011	110-0081-415.30-36	PROFESSIONAL SVCS	950.06	
55093	006304			01 08/15/2011	110-0081-415.30-36	PROFESSIONAL SVCS	5,810.50	
55183	006305			01 08/15/2011	110-0081-415.30-32	PROFESSIONAL SVCS	9,500.10	
55095	006306			01 08/15/2011	110-0081-415.30-36	PROFESSIONAL SVCS	350.00	
55185	006307			01 08/15/2011	110-0081-415.30-32	PROFESSIONAL SVCS	125.00	
55151	006308			01 08/15/2011	110-0081-415.30-32	PROFESSIONAL SVCS	859.25	
55184	006309			01 08/15/2011	110-0081-415.30-32	PROFESSIONAL SVCS	1,675.00	
55186	006310			01 08/15/2011	110-0081-415.30-32	PROFESSIONAL SVCS	62.50	
55099	006311			01 08/15/2011	110-0081-415.30-36	PROFESSIONAL SVCS	842.25	
55094	006295			01 08/15/2011	110-1003-412.30-36	PROFESSIONAL SVCS	157.50	
55097	006297			01 08/15/2011	310-0089-461.30-52	PROFESSIONAL SVCS	323.75	
55098	006298			01 08/15/2011	310-0089-461.30-52	PROFESSIONAL SVCS	87.50	
55096	006301			01 08/15/2011	325-0092-465.30-52	PROFESSIONAL SVCS	175.00	
						VENDOR TOTAL *	58,602.17	
0000504 50751	00	SUB TRAILER HITCH 005748		01 08/15/2011	110-6047-512.50-16	PW-100	16.80	
						VENDOR TOTAL *	16.80	
0008228	00	SUBURBAN LABORATORIES INC						
10768	005953			01 08/15/2011	510-6051-501.30-33	LAB TESTING	117.00	
10579	005954			01 08/15/2011	510-6051-501.30-33	LAB TESTING	117.00	
10654	005952			01 08/15/2011	510-6057-502.30-33	LAB TESTING	288.00	
						VENDOR TOTAL *	522.00	
0007885	00	SUBURBAN LIFE PUBLICATIONS						
3278	006167			01 08/15/2011	110-1001-411.30-54	AD#0000535269-PREVAILING	153.39	
3277	006168			01 08/15/2011	110-6040-431.30-54	AD#0000535267-BID OPENING	73.40	
3277	006169			01 08/15/2011	510-6050-501.30-54	AD#0000535269-PREVAILING	73.40	
						VENDOR TOTAL *	300.19	
0002854 2334	00	SUNRISE COMMUNICATIONS, INC 005936		01 08/15/2011	110-0086-453.30-52	PROFESSIONAL SVCS	147.00	
						VENDOR TOTAL *	147.00	
0000523	00	TERMINAL SUPPLY CO						

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0000523	00	TERMINAL SUPPLY CO						
63430-00	006047		01	08/15/2011	110-4020-422.40-98	OTHER SUPPLIES	23.34	
63430-00	006048		01	08/15/2011	110-6041-432.40-98	OTHER SUPPLIES	23.34	
63430-00	006049		01	08/15/2011	110-6043-434.40-98	OTHER SUPPLIES	23.34	
63430-00	006050		01	08/15/2011	110-6044-435.40-98	OTHER SUPPLIES	23.34	
63430-00	006051		01	08/15/2011	110-6046-418.40-98	OTHER SUPPLIES	23.34	
61515-00	005710		01	08/15/2011	110-6047-512.40-53	SHOP TOOLS	32.98	
63430-00	006052		01	08/15/2011	110-6047-512.40-98	OTHER SUPPLIES	23.34	
63430-00	006053		01	08/15/2011	510-6052-501.40-98	OTHER SUPPLIES	23.34	
63430-00	006054		01	08/15/2011	510-6057-502.40-98	OTHER SUPPLIES	23.34	
						VENDOR TOTAL *	219.70	
0000525	00	TERRACE SUPPLY CO						
70030265	006264		01	08/15/2011	110-6047-512.40-53	TOOL REPAIR	12.34	
						VENDOR TOTAL *	12.34	
0000533	00	TRAFFIC CONTROL & PROTECTION						
70119	006020		01	08/15/2011	110-6041-432.40-52	SIGNS/POSTS/PARTS	485.10	
						VENDOR TOTAL *	485.10	
0019907	00	TRANSCAT, INC						
535447	006221		01	08/15/2011	510-6057-502.50-10	TRANSMATION REPAIR	479.80	
536945	006222		01	08/15/2011	510-6057-502.50-10	TRANSMATION REPAIR	323.38	
						VENDOR TOTAL *	803.18	
0005044	00	TRANSYSTEMS CORP						
INV-0002127991	006359		01	08/15/2011	110-6048-513.80-25	PROF ENG SVCS	11,376.48	
INV-0002128224	006240		01	08/15/2011	310-0089-461.80-24	PROFESSIONAL SVCS	17,143.45	
						VENDOR TOTAL *	28,519.93	
0000536	00	TREE TOWNS REPROGRAPHICS, INC						
0000163395	006205		01	08/15/2011	530-0088-503.30-26	CONSTRUCTION SIGN	66.00	
						VENDOR TOTAL *	66.00	
0000538	00	TRI-STATE HYDRAULICS INC						
319876	006262		01	08/15/2011	110-6047-512.50-02	PW-13	330.00	
						VENDOR TOTAL *	330.00	
0019534	00	UNIFIRST CORP						
081 0717179	005749		01	08/15/2011	110-6041-432.40-62	UNIFORM CLEANING	118.12	
081 0719193	006252		01	08/15/2011	110-6041-432.40-62	UNIFORMS	104.77	
081 0717179	005750		01	08/15/2011	510-6052-501.40-62	UNIFORM CLEANING	118.12	
081 0719193	006253		01	08/15/2011	510-6052-501.40-62	UNIFORMS	104.77	
						VENDOR TOTAL *	445.78	
0002337	00	UNION PACIFIC RAILROAD CO-OMAHA						
194-88	006358		01	08/15/2011	530-0088-503.30-59	PARKING LOT LEASE	2,064.94	
						VENDOR TOTAL *	2,064.94	
0003709	00	UNIQUE PRODUCTS & SERV CORP						

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0003709 225380	00 006028	UNIQUE PRODUCTS & SERV CORP	01	08/15/2011	110-6046-418.40-24	JANITORIAL SUPPLIES	369.89	
						VENDOR TOTAL *	369.89	
0008222 INV724370	00 005803	UNITED VISUAL	01	08/15/2011	110-2008-413.30-52	AV SERVICE CALL CITY HALL	290.00	
						VENDOR TOTAL *	290.00	
0017465 00005A30E3301 00005A30E3301 00005A30E3291 00005A30E3301 00005A30E3291	00 005758 005759 005766 005760 005767	UPS SHIPPER 5A30E3	01	08/15/2011	110-4020-422.30-49 110-5030-421.30-49 110-5030-421.30-49 110-6044-435.40-98 510-6057-502.40-98	POSTAGE POSTAGE POSTAGE POSTAGE POSTAGE	6.94 22.65 8.77 9.62 16.66	
						VENDOR TOTAL *	64.64	
0000550 JULY 18-31	00 005939	URICK, EUGENIE	01	08/15/2011	110-0086-453.30-52	PROFESSIONAL SVCS	682.50	
						VENDOR TOTAL *	682.50	
0005793 447652	00 005949	USA BLUEBOOK	01	08/15/2011	510-6056-502.50-11	ATRIUM/ADAMS/BERKLEY	260.44	
						VENDOR TOTAL *	260.44	
0016782 U24371236	00 005976	USA MOBILITY WIRELESS, INC	01	08/15/2011	110-5030-421.30-75	PAGER SERVICE	38.02	
						VENDOR TOTAL *	38.02	
0000555 JULY 2011 JULY 2011 JULY 2011	00 006396 006397 006398	VAN SLYKE ENTERPRISES	01	08/15/2011	110-3015-414.30-12 310-0089-461.30-52 320-0090-462.30-52	CITY PROPERTY PLANNING TIF I TIF II	4,700.00 3,200.00 125.00	
						VENDOR TOTAL *	8,025.00	
0000559 23003A	00 006043	VIKING AWARDS	01	08/15/2011	110-6046-418.40-98	AWARD PLATE	12.00	
						VENDOR TOTAL *	12.00	
0000560 01774395 01773855 01774591 01774220 01774730	00 006200 006220 006202 006219 006201	VILLA PARK ELECTRICAL SUPPLY	01	08/15/2011	110-4020-422.50-01 110-4020-422.50-01 110-6046-418.50-01 110-7060-451.50-01 530-0088-503.50-14	FIRE TRAINING TOWER COVER BALLAST KIT-FS 2 CH EMERGENCY BREAKER BALLAST KIT-GLOS SCHILLER DECK EXIT LIGHT	6.65 99.00 10.50 26.25 39.00	
						VENDOR TOTAL *	181.40	
0014891 221399/2	00 005943	VILLA PARK HARDWARE	01	08/15/2011	510-6057-502.50-01	LEAF BLOWER REPAIR	6.39	
						VENDOR TOTAL *	6.39	
0001178	00	VILLA PARK OFFICE EQPT						

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 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 08/15/2011 CHECK DATE: 08/18/2011

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
INVOICE NO	VOUCHER NO	P.O. NO						
0001178 38370	00	VILLA PARK OFFICE EQPT 005770		01 08/15/2011	110-6046-418.50-01	BOOKCASE	170.00	
						VENDOR TOTAL *	170.00	
0006055 157581	00	VILLAGE OF BENSENVILLE 006166		01 08/15/2011	110-7060-451.30-98	ONE ROOM SCHOOLHOUSE JULY	184.62	
						VENDOR TOTAL *	184.62	
0006095 79710	00	VITAL SIGNS USA INC 006172		01 08/15/2011	110-0094-454.60-32	ROLL SIGN PRINT	156.00	
						VENDOR TOTAL *	156.00	
0001816 010560157507 010560157507	00	WALL STREET JOURNAL 005033 005033		01 08/04/2011 01 08/04/2011	110-2006-413.60-51 110-2006-413.60-51	SUBSCRIPTION SUBSCRIPTION	CHECK #: 147934 CHECK #: 148012	374.40- 374.40
						VENDOR TOTAL *	.00	
0017343 384 WEST AVE 384 WEST AVE	00	WALLER, MOLLIE C 005008 005008		01 08/04/2011 01 08/04/2011	510-6056-502.30-90 510-6056-502.30-90	SEWER LINE REIMBURSEMENT SEWER LINE REIMBURSEMENT	CHECK #: 147935 CHECK #: 148013	2,000.00- 2,000.00
						VENDOR TOTAL *	.00	
0005259 404091	00	WAUSAU TILE INC 005819		01 08/15/2011	110-6041-432.40-20	STREETSCAPE BOLLARDS	882.00	
						VENDOR TOTAL *	882.00	
0019857 256 NIAGARA	00	WEBERLING, ALMA 005009		01 08/04/2011	510-6056-502.30-90	SEWER LINE REIMBURSEMENT	CHECK #: 147936	2,000.00-
						VENDOR TOTAL *	.00	2,000.00-
0019857 256 NIAGARA	00	WEBERLING, ALMA,CK GRP- 005009		01 08/04/2011	510-6056-502.30-90	SEWER LINE REIMBURSEMENT	CHECK #: 148014	2,000.00
						VENDOR TOTAL *	.00	2,000.00
0001317 1675877	00	WEF MEMBERSHIP 006416		01 08/15/2011	510-6050-501.60-37	MEMBERSHIP	108.00	
						VENDOR TOTAL *	108.00	
0009763 15414 15414 15414 15414 15414 15414 15414 15414 15414 15414 15414 15414	00	WELLNESS INC 005607 005608 005609 005610 005611 005612 005613 005614 005615 005616		01 08/15/2011 01 08/15/2011	110-1001-411.20-04 110-2006-413.20-04 110-2007-413.20-04 110-2008-413.20-04 110-3015-414.20-04 110-4020-422.20-04 110-4025-424.20-04 110-5030-421.20-04 110-6040-431.20-04 110-7060-451.20-04	HEALTH INS HEALTH INS HEALTH INS HEALTH INS HEALTH INS HEALTH INS HEALTH INS HEALTH INS HEALTH INS HEALTH INS	1.25 2.92 .62 1.30 .51 14.32 2.70 23.53 15.12 .80	

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0009763	00	WELLNESS INC						
15414	005620		01	08/15/2011	210-8070-452.20-04	HEALTH INS	4.45	
15414	005617		01	08/15/2011	510-6050-501.20-04	HEALTH INS	5.59	
15414	005618		01	08/15/2011	510-6055-502.20-04	HEALTH INS	4.39	
15414	005619		01	08/15/2011	530-0088-503.20-04	HEALTH INS	.50	
VENDOR TOTAL *							78.00	
0015717	00	WENTWORTH TIRE-BENSENVILLE						
405640	005709		01	08/15/2011	110-6047-512.50-20	JUNK TIRES	8.00	
405220	005059		01	08/04/2011	110-6047-512.50-20	JUNK TIRES		20.00-
405220	005059		01	08/04/2011	110-6047-512.50-20	JUNK TIRES		20.00
405281	005058		01	08/04/2011	110-6047-512.50-20	STOCK		93.29-
405281	005058		01	08/04/2011	110-6047-512.50-20	STOCK		93.29
405286	005056		01	08/04/2011	110-6047-512.50-16	PD21- AUTO PARTS		310.68-
405286	005056		01	08/04/2011	110-6047-512.50-16	PD21- AUTO PARTS		310.68
405384	005057		01	08/04/2011	110-6047-512.50-20	PW85T-TRK PARTS		178.18-
405384	005057		01	08/04/2011	110-6047-512.50-20	PW85T-TRK PARTS		178.18
405505	005488		01	08/04/2011	110-6047-512.50-20	TIRE DISPOSAL		18.00-
405505	005488		01	08/04/2011	110-6047-512.50-20	TIRE DISPOSAL		18.00
405554	005490		01	08/04/2011	110-6047-512.50-20	TIRES/PW92		249.46-
405554	005490		01	08/04/2011	110-6047-512.50-20	TIRES/PW92		249.46
405555	005489		01	08/04/2011	110-6047-512.50-20	STOCK		249.46-
405555	005489		01	08/04/2011	110-6047-512.50-20	STOCK		249.46
405925	006261		01	08/15/2011	110-6047-512.50-20	PW-66/TIRE DISPOSALS		
VENDOR TOTAL *							45.00	
0000573	00	WEST AUTOMOTIVE SERVICE INC						
44940	006260		01	08/15/2011	110-6047-512.50-02	PD-20	93.84	
VENDOR TOTAL *							93.84	
0000681	00	WEST CENTRAL MUNICIPAL CONFERENCE						
0005599-IN	006003		01	08/15/2011	110-6043-434.30-77	SPR 2011 CONTRACT PLANTG	81,893.00	
0005599-IN	006004		01	08/15/2011	110-6043-434.40-61	SPR 2011 TREES	66,707.00	
VENDOR TOTAL *							148,600.00	
0000575	00	WEST SIDE TRACTOR SALES CO						
W05126	006258		01	08/15/2011	110-6047-512.50-16	PW-82	256.73	
W05126	006259		01	08/15/2011	110-6047-512.50-16	RETURNED MERCHANDISE	16.21-	
VENDOR TOTAL *							240.52	
0000576	00	WEST SUBURBAN OP, INC.						
118963	005504		01	08/04/2011	110-4025-424.40-33	STAMP		65.92-
118963	005504		01	08/04/2011	110-4025-424.40-33	STAMP		65.92
118967	005654		01	08/15/2011	110-5030-421.40-33	SUPPLIES	143.59	
118496	005002		01	08/04/2011	110-5030-421.40-33	SUPPLIES		12.96-
118496	005002		01	08/04/2011	110-5030-421.40-33	SUPPLIES		12.96
118496	005003		01	08/04/2011	110-5030-421.60-08	SUPPLIES		36.80-
118496	005003		01	08/04/2011	110-5030-421.60-08	SUPPLIES		36.80
118572	005210		01	08/04/2011	110-5030-421.40-33	LABELER TAP		63.47-

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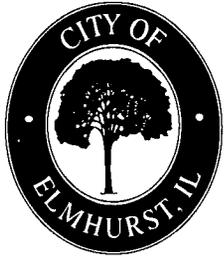
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0000576	00	WEST SUBURBAN OP, INC.						
118572	005210		01	08/04/2011	110-5030-421.40-33	LABELER TAP	CHECK #: 148016	63.47
118761	006193		01	08/15/2011	110-5030-421.50-01	NUMBER DECALS	12.72	
118800	005646		01	08/15/2011	110-6040-431.40-33	SUPPLIES	11.39	
119268	006194		01	08/15/2011	110-6040-431.40-33	OFFICE SUPPLIES	24.99	
119116	006196		01	08/15/2011	110-6040-431.40-33	OFFICE SUPPLIES	4.64	
119077	006192		01	08/15/2011	110-6046-418.40-98	EASEL PAPER PAD	15.49	
118800	005649		01	08/15/2011	510-6050-501.40-33	SUPPLIES	11.39	
119268	006195		01	08/15/2011	510-6050-501.40-33	OFFICE SUPPLIES	24.99	
119116	006197		01	08/15/2011	510-6050-501.40-33	OFFICE SUPPLIES	4.64	
119063	005829		01	08/15/2011	510-6052-501.40-98	OFFICE SUPPLIES	9.55	
						VENDOR TOTAL *	263.39	
0004668	00	WEST TOWN REFRIGERATION						
198809	005604		01	08/15/2011	110-5030-421.50-01	BELTS	277.77	
198726	005216		01	08/04/2011	110-5030-421.50-01	A/C CHECKING DUE TO	CHECK #: 147939	590.00-
198726	005216		01	08/04/2011	110-5030-421.50-01	A/C CHECKING DUE TO	CHECK #: 148017	590.00
						VENDOR TOTAL *	277.77	
0015020	00	WHITE KNIGHT DETAIL						
2813	005312		01	08/04/2011	110-6047-512.50-16	DETAILING SVC/PD-10	CHECK #: 147940	90.00-
2813	005312		01	08/04/2011	110-6047-512.50-16	DETAILING SVC/PD-10	CHECK #: 148018	90.00
						VENDOR TOTAL *	.00	
0002838	00	WHOLESALE DIRECT						
000187091	006056		01	08/15/2011	110-6043-434.40-98	OTHER SUPPLIES	134.32	
						VENDOR TOTAL *	134.32	
0010931	00	WORLD FUEL SERVICES						
402186	005809		01	08/15/2011	110-6047-512.40-19	GASOLINE PURCHASE	23,465.02	
						VENDOR TOTAL *	23,465.02	
0000582	00	ZENGER'S INDUSTRIAL SUPPLY						
1261509-1	005684		01	08/15/2011	510-6052-501.40-98	SWIVEL SOCKET REPLACEMENT	23.49	
						VENDOR TOTAL *	23.49	
0019849	00	ZERKIS, GREG						
311 ELM PARK	005810		01	08/15/2011	110-6041-432.30-55	STORM LINE REIMB	1,000.00	
						VENDOR TOTAL *	1,000.00	
0000585	00	ZIEBELL WATER SERVICE PRODUCTS						
213040-000	005685		01	08/15/2011	510-6052-501.40-07	WATER MAIN REPAIR	365.00	
						VENDOR TOTAL *	365.00	
0009183	00	303 TAXI						
18724	005583		01	08/15/2011	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	2,290.40	
18724	005584		01	08/15/2011	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	127.00	
						VENDOR TOTAL *	2,417.40	

PREPARED 08/08/2011, 16:15:11
PROGRAM: GM339L
CITY OF ELMHURST, ILLINOIS
CITY

EXPENDITURE APPROVAL LIST
AS OF: 08/15/2011 CHECK DATE: 08/18/2011

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO						AMOUNT
0009183	00							
						HAND ISSUED TOTAL ***		25,290.57
						TOTAL EXPENDITURES ****	1,052,246.54	25,290.57
					GRAND TOTAL	*****		1,077,537.11



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
JAMES A. GRABOWSKI
CITY MANAGER

August 11, 2011

TO: Mayor DiCianni and Members of the City Council
RE: Bid Results, 2011 Sidewalk Replacement

In response to an invitation to bid for the 2011 Sidewalk Replacement, the City of Elmhurst advertised in the Elmhurst Independent on Wednesday, July 21, 2011 bids were received from four contractors. All bid packages were complete.

Bids were opened at 10:00 a.m. on Tuesday, August 2, 2011 by the Deputy City Clerk. The following is a summary of the bids received:

<u>Contractor</u>	<u>Total Price</u>
Kings Point General Cement, Inc. Bensenville, IL	\$93,900.00
Schroeder & Schroeder Skokie, IL	\$108,910.00
RAI Concrete, Inc. West Chicago, IL	\$112,472.00
Globe Construction Addison, IL	\$120,150.00

Respectfully submitted,

Patty Spencer
City Clerk

**1 Copies To All
Elected Officials**
8/11/2011



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CITY CLERK
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CITY TREASURER
JAMES A. GRABOWSKI
CITY MANAGER

August 11, 2011

TO: Mayor DiCianni and Members of the City Council
RE: Bid Results, Ford Expedition Special Service Vehicle

In response to an invitation to bid for Two (2) 2011 or Current Model Year Ford Expedition EL 4x4 Special Service Vehicle, the City of Elmhurst advertised in the Elmhurst Press on Friday, July 15, 2011 bids were received from six contractors. All bid packages were complete.

Bids were opened at 10:00 a.m. on Tuesday, August 9, 2011 by the City Clerk. The following is a summary of the bids received:

<u>Contractor</u>	<u>Total Bid Price Replace F13</u>	<u>Total Bid Price to Replace PD17</u>
Freeway Ford Lyons, IL	\$30,492.00	\$30,992.00
Roesch Ford Bensenville, IL	\$30,700.00	\$31,200.00
Northwest Ford Truck Franklin Park, IL	\$30,836.00	\$32,736.00
Haggerty Ford West Chicago, IL	\$31,388.00	\$32,688.00
Ewald Automotive Group Hartford, WI	\$32,536.00	\$32,536.00
Sutton Ford Matteson, IL	\$32,940.00	\$32,440.00

Respectfully submitted,

Patty Spencer
City Clerk

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Elected Officials

08/11/2011



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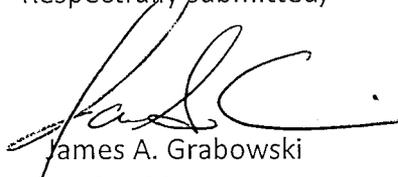
PETER "PETE" DICIANNI
MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
JAMES A. GRABOWSKI
CITY MANAGER

August 11, 2011

To: Mayor DiCianni and Members of the City Council
Re: Case Number 11-HPC-01/Donna M. Almerico @ 208 Arlington Ave.

It is respectfully requested that the attached Historic Preservation Commission report be referred to the Development, Planning and Zoning Committee for their review, evaluation and subsequent recommendation for City Council action.

Respectfully submitted,



James A. Grabowski
City Manager

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Elected Officials
08/11/2011

Memo

To: Jim Grabowski
From: Brian Bergheger
CC: Historic Preservation Commission
Date: 7/15/2011
Re: Historic Preservation Commission

After holding a public hearing recently, the City's Historic Preservation Commission determined that the house at 208 S. Arlington Avenue meets the criteria to be eligible for Landmark Designation and voted in favor of nominating the house for Landmark Designation. As required by the Historic Preservation Ordinance, the Historic Preservation Commission's evaluation, recommendation, and supporting documentation is hereby submitted to the City Council.

The Historic Preservation Commission was pleased to consider the application for this house and was happy to work with the home owner throughout the application process. Commissioners will be available to answer any questions the City Council may have during its deliberation of application.

RECEIVED JUL 18 2011



CITY OF ELMHURST

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ELMHURST, ILLINOIS 60126-2759
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PETER "PETE" DICIANNI
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CITY TREASURER
JAMES A. GRABOWSKI
CITY MANAGER

July 14, 2011

TO: Mayor DiCianni and Members of the City Council

RE: Case Number 11-HPC-01/ Donna M. Almerico @ 208 Arlington Ave.
Request for historic landmark designation pursuant to Article III of the Elmhurst
Preservation Ordinance on property commonly known as 208 S. Arlington Avenue (PIN:
number 06-01-307-020).

DATES OF AUTHORIZATION:

Date of Application Filed	April 23, 2011
Date of Legal Notice of Public Hearing:	April 28, 2011
Date of First Class Mailing Notices;	April 20, 2011
Date of Pubic Hearing	May 11, 2011
Date of Deliberation:	May 11, 2011

APPLICANT'S REQUEST:

Donna M. Almerico is requesting landmark designation status for the house commonly known as "Robinwood" at 208 Arlington Ave pursuant to Article III of the Elmhurst Historic Preservation Ordinance.

OWNERSHIP & OCCUPANCY:

The subject site is owned and occupied by Mrs. Donna Almerico.

LANDMARK NOMINATION:

The Donna Almerico Home is nominated by the Elmhurst Historic Preservation Commission, as directed by the Elmhurst City Council.

NOTE:
FULL REPORT
ATTACHMENTS ARE
NOT INCLUDED.
08/11/2011

PUBLIC HEARING TESTIMONY:

Mrs. Ella Budynsky for Donna M. Almerico presented her case to the Elmhurst Historic Preservation Commission. Ms. Budynsky provided the history of the home to be eligible as an Elmhurst landmark property. In the landmark criteria outlined in the Elmhurst Historic Preservation Ordinance, the first element is that a structure must be 50 years old or more. Mrs. Budynsky said that the structure was over 50 years old and is worthy of landmark designation by the City of Elmhurst for all the following reasons: home was built in 1908 and is a fine example of the English Cottage style and can be best understood as a Romantic early 20th century interpretation of a variety of architectural traditions.

Despite the work of Frank Lloyd Wright and native Walter Burley Griffin, Elmhurst retained a relatively conservative building stock. Of particular interest is the dominance of English-based designs during the first three decades of the 20th century. Residential neighborhoods both east and west of York Road contain noticeably large number of Tudor Revival and English Cottage style brick homes.

The home is set back deeply from the street and, although substantial in construction, is modest in size. "Robinwood" brings together a number of different characteristics of early twentieth century revival styles: it has the symmetry of the Colonial Revival, the gables and overhang of the Flemish Revival, the materials and warmth of detail of the English Cottage Revival and the underlying sensibility of the Arts & Crafts movement. This unusual combination of characteristics made this house notable in 1907 and has continued to keep it in the public eye for more than one hundred years. The 2-car garage built from a Sears's kit stands in the northwest corner of the lot behind the house.

The materials are as follows: Foundation is Indiana limestone; roof is asphalt and the walls are limestone and brick, Architectural classification is a Tudor Revival/ English Cottage with minor alterations. Architect was Joy Wheeler Dow. This home sits on a 100' x 190' lot and is located close of the northern edge of the lot.

"Robinwood" retains sufficient integrity for it to be listed on the National Register of Historic Places. In the National Register report one small change was mentioned, that the Flemish-topped windows of the front door originally echoed the Flemish dormers of the 2nd floor. These dormers were altered to simple gables prior to 1968. The dormers still contain their original leaded-glass casement windows.

“Robinwood” was designed by Joy Wheeler Dow, a New Jersey architect and was built for George H. and Bernice Porter Miller. Mr. Miller was a Chicago businessman. This house is a fine example of the kind of close imitation of historical styles that was common in Chicago during the first quarter of the 20th century. Following the death of George Miller in the spring of 1929, Mrs. Miller’s older sister Jessie C. Porter moved to Elmhurst to live with her. Jessie Porter, an extremely forceful and well-educated woman, became one of Elmhurst’s most notable citizens. Although Bernice Miller passed away in 1936, Jessie Porter continued to live the house until 1968. The house was left to Jessie Porter’s nurse, Louise Mikulski, from whom the Almerico family purchased it in 1968. Ownership of property is a private home. This home is located in one of Elmhurst’s most prestigious neighborhoods and embodies the distinctive characteristics of a type, period, or method of construction.

This home is across the street from 197 Arlington, a French Eclectic/Craftsman home by architect Davis & Davis and 219 Arlington, a well preserved Colonial Revival built in 1923 called the Henry P. Nottelman House. Both of these homes are considered to have historical significance because of their age, architectural merit and integrity.

LANDMARK DESIGNATION CRITERIA

Each proposed landmark must meet a set of criteria before the City can landmark a local site.

- 1. to be eligible for landmark designation, a property, area, building, structure object or site shall satisfy the two following criteria. .**
 - a. be of an age of at least fifty (50) years; and**
 - b. be listed on the National or State Register of Historic Places, before the filing of an application of designation by the City**

The Donna M. Almerico House is listed on National Register of Historic Places on January 221, 2004.

Commission Discussion:

The Historic Preservation Commission deliberated the subject case on May 11, 2011. The Board reviewed the application materials and the testimony provided by the applicant at the Public Hearing.

RECOMMENDATION:

Commissioner Beebe moved to approve Case Number 11-HPC-01/Donna Americo House at 208 Arlington Ave. with recommendation to identify the property in the future with a plaque or marker, as presented: Commissioner Sarna seconded. Roll call vote as follows:

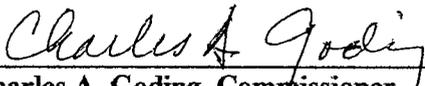
Ayes: Beebe, Goding, Michals, Sarna.

Abstained: Tellefsen.

Motion approved.

Therefore, the Historic Preservation Commission recommends that the City Council approve the petitioner's request for landmark designation as presented.

Respectfully submitted,
HISTORIC PRESERVATION COMMISSION



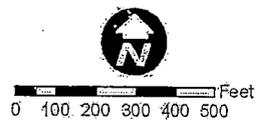
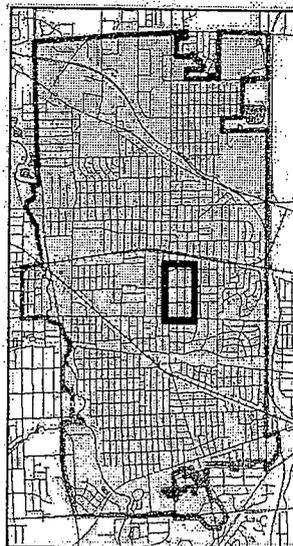
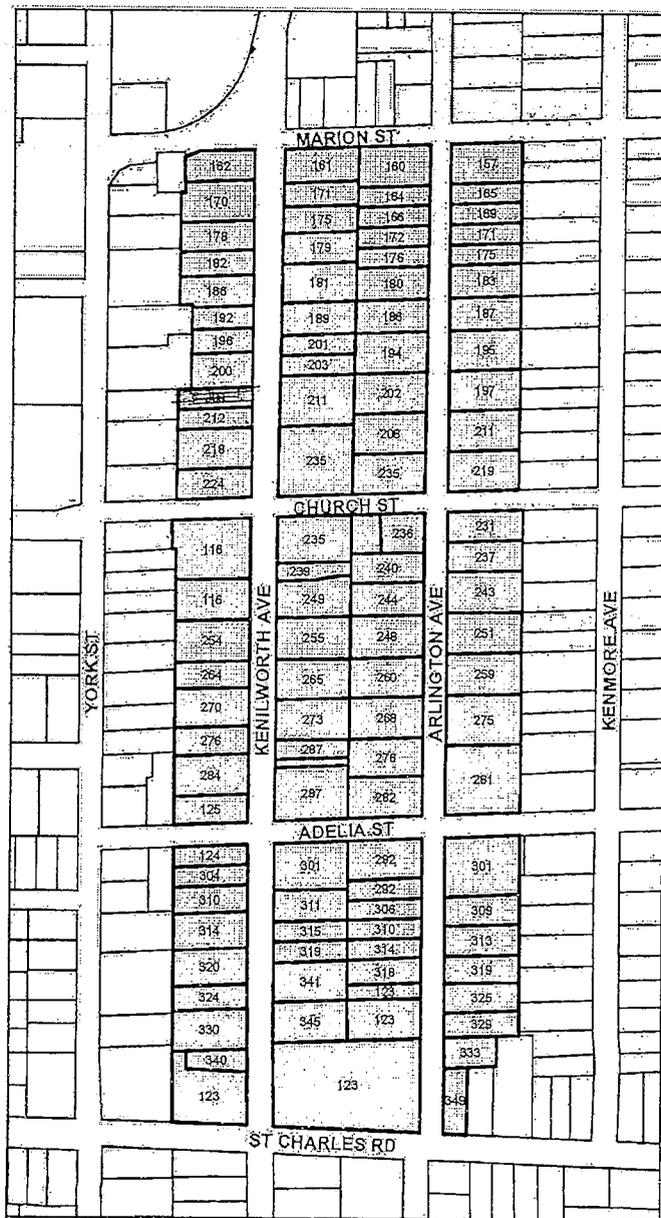
Charles A. Goding, Commissioner

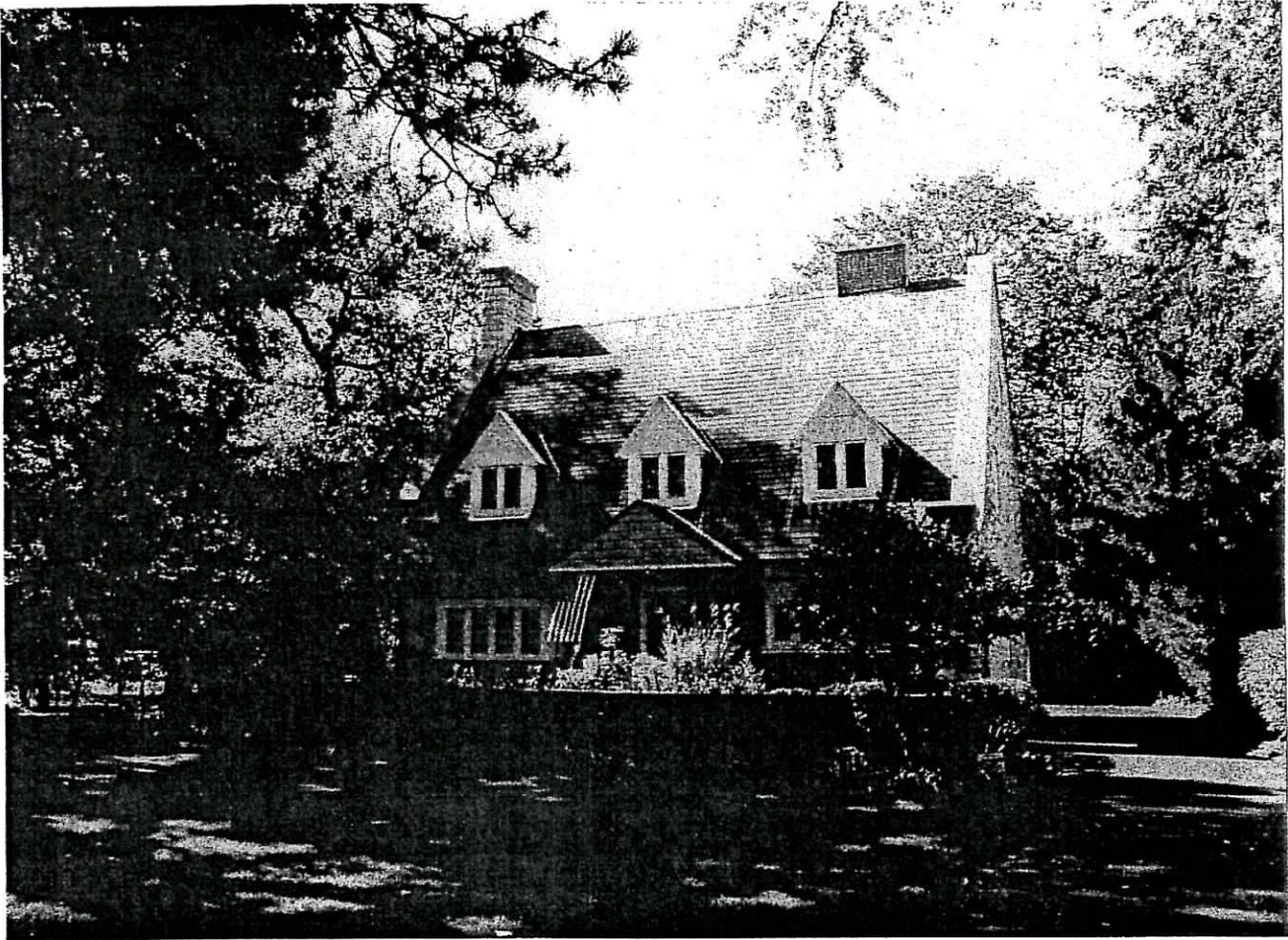
Attachments: Landmark Application, Plat of Survey, Building Photographs & elevations

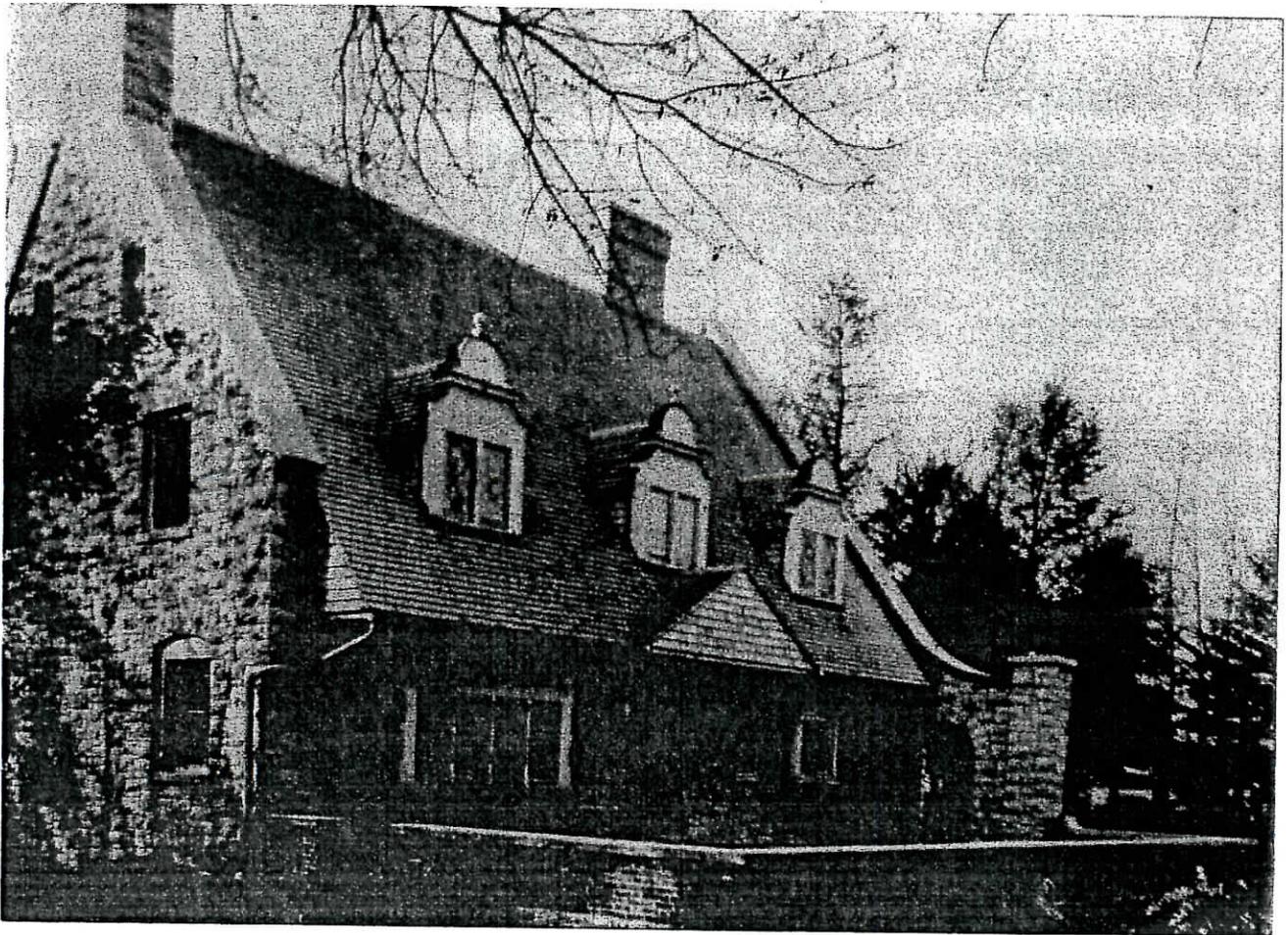
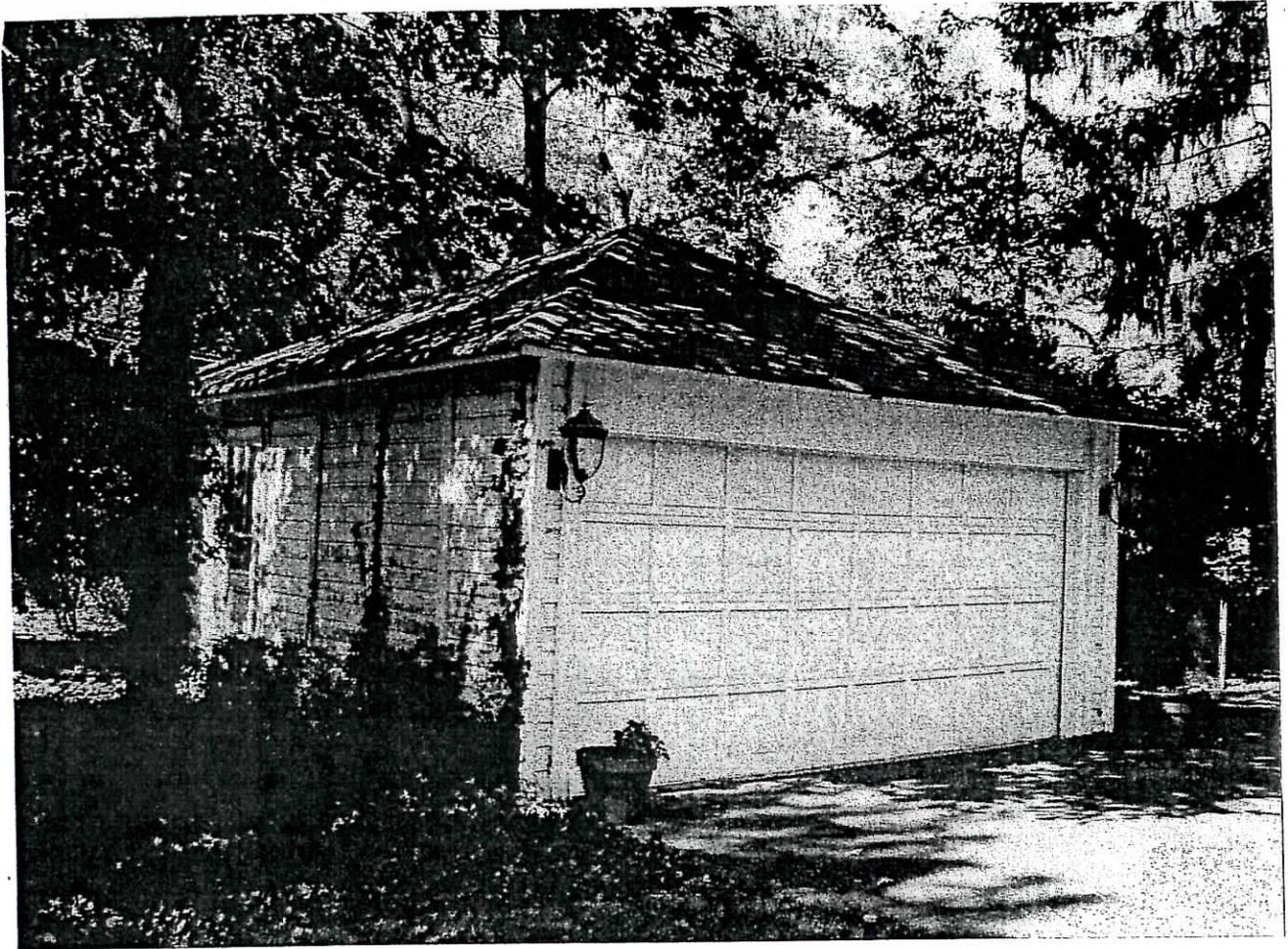
Vicinity Map

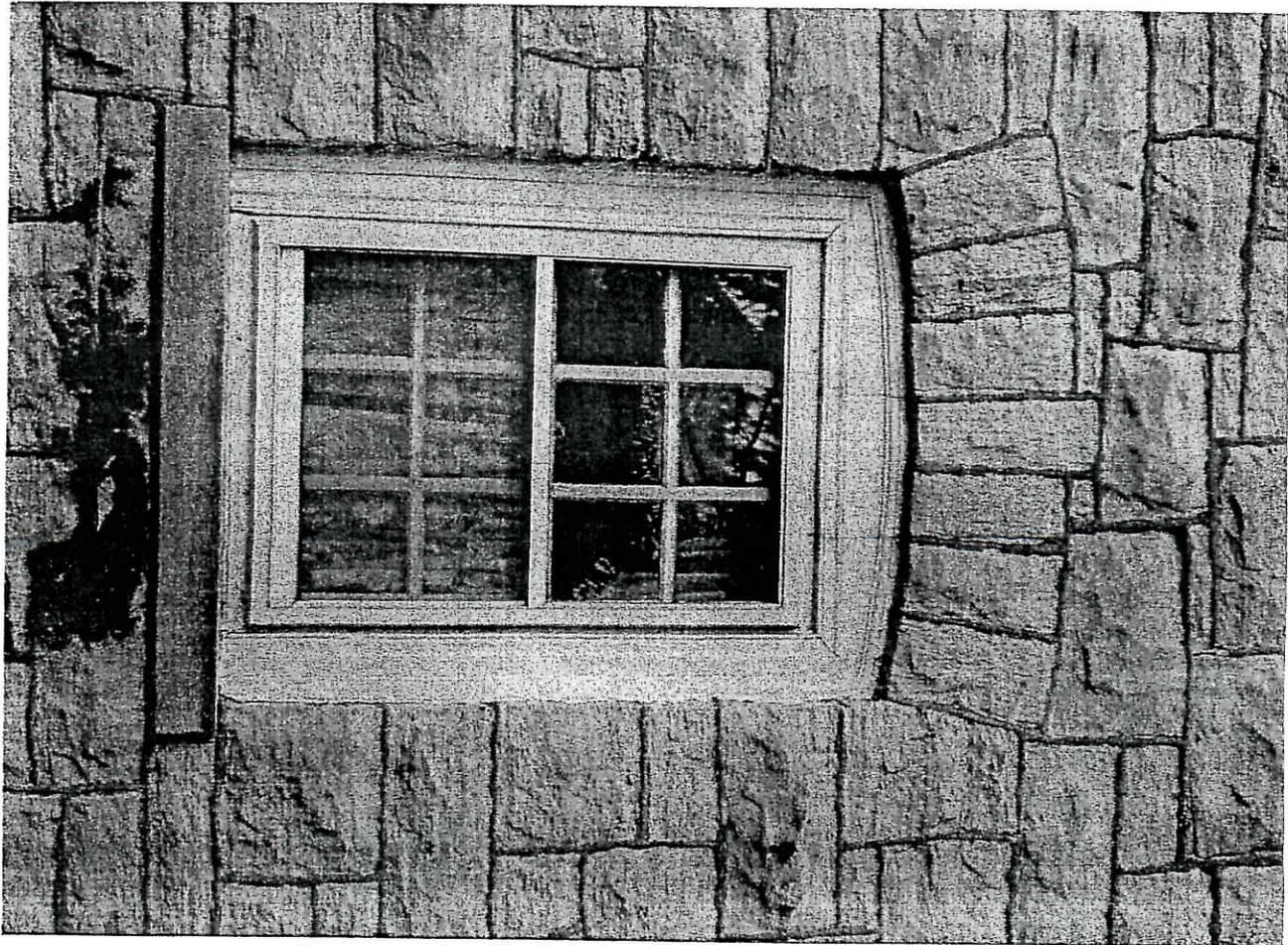
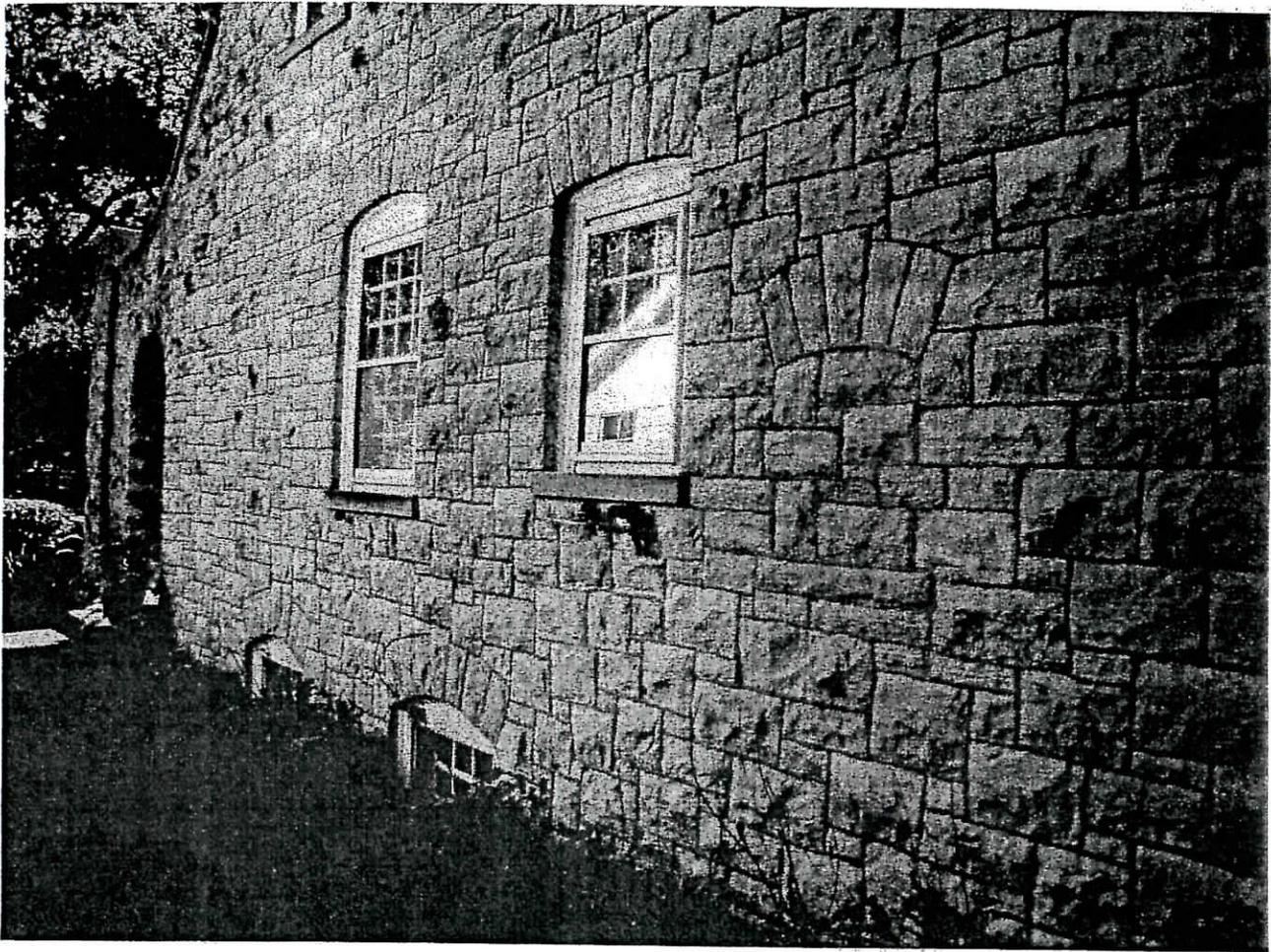
National Register of Historic Places Registration Form

SURVEY BOUNDARY MAP











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
JAMES A. GRABOWSKI
CITY MANAGER

August 8, 2011

TO: Mayor DiCianni and Members of the City Council

RE: **Two (2) 2011 Case Model 590-SN Loader Backhoes**

The Public Works and Buildings Committee met on Monday, July 25, 2011 and again on August 8, 2011 to discuss the purchase of Two (2) 2011 Case Model 590-SN Loader Backhoes.

Prices on the machines were included in the 2011 State of Illinois, Central Management Services contract. As part of the bid packet, the State of Illinois includes the opportunity for other taxing bodies in the state to participate in the joint purchase of the vehicles and materials.

The state joint purchase low bidder on the Loader Backhoes is McCann Industries Inc., 543 South Rohling Road, Addison, IL 60101. The prices for the equipment with necessary options and trade-in are listed below

<u>Unit No.</u>	<u>Total Price</u> (Inc. Trade)
PW-31	\$62,455.51
PW-94	\$71,768.01

The Loader Backhoes are used by the City Public Works Department for street and sewer repairs and emergency situations such as repairing water main breaks, flooding, or storm damage.

Both units have been in service for many years and are utilized in extremely difficult conditions. Currently the mechanics report that there are several major repairs which will need to be taken on in the near future. For PW-31 the hydraulic cylinders and valves will need to be repaired at a cost of \$7,980 and the loader arms and backhoe pins and bushings will cost an estimated \$8,800. For PW-94 the future repairs looming include repairing the hydraulic cylinders and valve at an estimated cost of \$8,450 and repairing the loader arms and backhoe pins and bushings at an estimated cost of \$10,700. In addition, both of these pieces of equipment are utilized in emergency work and reliability of the equipment is of paramount importance.

**Copies To All
Elected Officials**
8-11-11

**cc: P.W. and
Bldg. Comm.**
8-4-11

TO: Mayor DiCianni and Members of the City Council
RE: **Two (2) 2011 Case Model 590-SN Loader Backhoes**

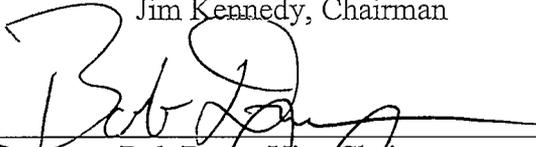
PW-31 will replace the unit used in the Public Works Department, Streets Division. Funds have been provided in the FY2011/2012 budget under the following account number: \$92,000.00 in 110-6041-432-8007. PW-94 will be used in the Public Works Department, Utilities Division. Funds have been provided in the FY2011/2012 budget under the following account number: \$102,000.00 in 510-6052-501-8006. The total purchase price for both of the 2011 Case Model 590-SN Loader Backhoes is \$134,223.52. The prices reflect a trade-in allowance for old PW-31 of \$12,000.00 and a trade-in allowance for old PW-94 of \$18,000.00. Delivery is 100 days after receipt of order.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the State of Illinois, Central Management Services contract purchase bid from McCann Industries Inc., for the provision of two (2) 2011 Case Model 590-SN Loader Backhoes, in the amount of \$134,223.52 be accepted and that the City Attorney prepare the appropriate resolution.

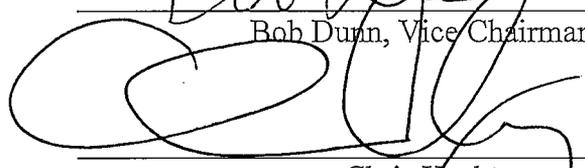
Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE

Jim Kennedy, Chairman



Bob Dunn, Vice Chairman



Chris Healy



Diane Gutenkauf

**RE: Two (2) 2011 Case Model 590-SN Loader Backhoes
Summary Sheet**

Street Division Backhoe Loader PW-31

1991 Case

- 20 years old
- 5,500 use hours
- Rusted Flooring
- Worn Loader Arms and backhoe, Hydraulics

2011 Repair and Maintenance Cost (labor and parts) \$6,730

Lifetime Repair and Maintenance Cost (labor and parts) \$55,822

Repair Estimates

- Hydraulic cylinders and valve repairs \$7,980
- Loader arms and backhoe pins and bushings \$8,800

Trade-in Value \$12,000

Critical Uses

- Inlet Repairs
- Salt Loading during Snow Operations

Utility Division Backhoe Loader with Concrete Breaker PW-94

1996 Case

- 15 years old
- 8,178 use hours
- Worn Loader Arms and backhoe, Hydraulics
- Weak Breakout Force on Concrete Breaker

2011 Repair and Maintenance Cost (labor and parts) \$1,464

Lifetime Repair and Maintenance Cost (labor and parts) \$67,058

Repair Estimates

- Hydraulic cylinders and valve repairs \$8,450
- Loader arms and backhoe pins and bushings \$10,700

Trade-in Value \$18,000

Critical Uses

- Hydrant and valve repairs
- Water main break repairs

Priority for Replacement

Both backhoes warrant replacement in 2011. However, PW-94 is the higher priority for replacement. It has more use hours than PW-31 and the breakout force of the hydraulic concrete breaker is critical to break through concrete streets and frozen ground to repair watermains, especially in the winter months.

RE: Two (2) 2011 Case Model 590-SN Loader Backhoes

PW 31 Street Division Backhoe
Model Year 1991: 5,500 hours
Floor Bed Rusted , Loader Arms Worn



PW 94 Utility Division Backhoe With Concrete Breaker
Model Year 1996: 8,178 hours
Loader and Backhoe Arms and Cylinders Worn
Weak Breakout Force on Concrete Breaker





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JAMES A. GRABOWSKI
CITY MANAGER

August 9, 2011

To: Mayor DiCianni and Members of the City Council

RE: WWTP Anaerobic Digester Construction Engineering Services and Loan Assistance Proposal

The Public Works and Buildings Committee met on Monday, August 8, 2011, to discuss the extension of the current Baxter & Woodman engineering services contract to include construction management services and loan assistance for the new anaerobic digester (third) at the City of Elmhurst's Waste Water Facility at 625 S. Route 83, Elmhurst, IL.

A contract for professional engineering services was awarded to Baxter & Woodman, Inc. for the design of the new anaerobic digester at the City of Elmhurst's Waste Water Treatment Facility in 2009. The City of Elmhurst's 2008 WWTP Master Plan proposed the addition of a third anaerobic digester to be constructed as part of future major improvements to the facility. More recently, a digester sizing study was prepared based on the available plant data. This project is the next step in the process. The purpose of the addition of the third digester is to reduce digester foaming and to provide additional capacity that will be required when a future phosphorus effluent limit is imposed on the City or when future development/growth of industrial wastewater occurs.

The design phase is now completed.

Funds have been provided in the amount of \$5,510,000 for the construction of the anaerobic digester in the 2011/12 budget in account number 510-6057-502-80-20. The fees for the construction-related services shall be computed on the basis of their hourly rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel costs for the period from the Notice of Intent to Award to the original construction contract final completion date. The total amount will not exceed four hundred thousand dollars (\$400,000). The professional hourly rates are as follows:

Resident Project Representative, Sr.	\$ 115.00/hour
Construction Manager, Sr.	\$ 135.00/hour
Senior Engineer	\$ 165.00/hour

**Copies To All
Elected Officials**

8-11-11

Page 2

To: Mayor DiCianni and Members of the City Council

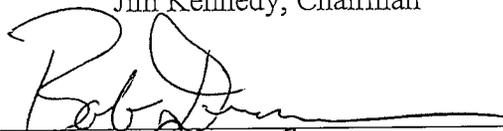
RE: **WWTP Anaerobic Digester Construction Management Services and Loan Assistance Proposal**

Therefore it is the recommendation of the Public Works and Buildings Committee that the City of Elmhurst extend the agreement to include construction and loan assistance services for the new anaerobic digester that will be located at the Waste Water Reclamation Facility.

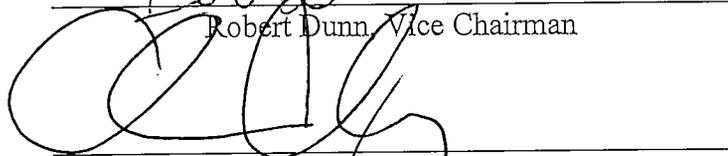
Respectfully Submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE

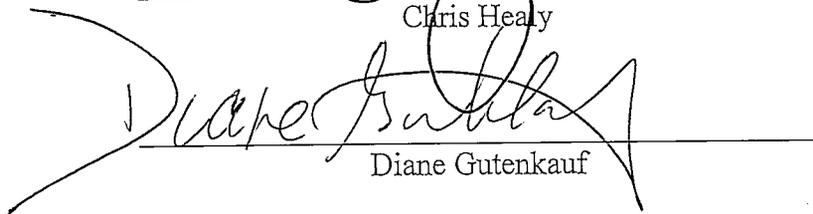
Jim Kennedy, Chairman



Robert Dunn, Vice Chairman



Chris Healy



Diane Gutenkauf

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

THIS AGREEMENT, made and entered into by and between THE CITY OF ELMHURST, ILLINOIS, hereinafter referred to as the "CITY," and BAXTER & WOODMAN, INC., hereinafter referred to as the "ENGINEER," has been prepared and executed to provide professional engineering services for the construction-related services required for anaerobic digester improvements in Elmhurst, Illinois, hereinafter referred to as the "PROJECT." The PROJECT services include the following: engineering services related to construction of improvements to the anaerobic digesters at the CITY's existing wastewater treatment plant, hereinafter referred to as the "WWTP", and assistance with reimbursement requests for the loan from the Water Pollution Control Loan Program, hereinafter referred to as the "WPCLP", which is administered by the Illinois Environmental Protection Agency, hereinafter referred to as the "IEPA".

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

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

A. THE ENGINEER AGREES:

1. The ENGINEER shall serve as the CITY's professional engineering consultant in completion of the PROJECT to which this AGREEMENT applies.
2. The ENGINEER shall perform, the following Engineering Services for the CITY:
 - a. Project Administration and Communication.

- (i.) Communication. The ENGINEER will confirm the goals and objectives of the PROJECT by conferring with the CITY and its staff from time to time, to clarify and define the general scope, extent, and character of the PROJECT. A key element of communication will be a PROJECT status report that will be emailed to the CITY at least every two weeks. The actual frequency will depend on the state of the PROJECT and what needs to be communicated to the CITY.
- (ii.) Project Management. The ENGINEER will plan, schedule, and control all engineering tasks that must be completed in order to satisfactorily complete the PROJECT, including but not limited to managing the PROJECT budget, schedule, and scope.

b. CS100 - PROJECT INITIATION

- (i.) The ENGINEER shall attend and prepare minutes for the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.
- (ii.) The ENGINEER shall prepare the Award Letter, Agreement, Contract Documents, Performance/ Payment Bonds, and Notice to Proceed. The ENGINEER shall also review the Contractor's insurance documents.

c. CS105 - CONSTRUCTION ADMINISTRATION

- (i.) The ENGINEER shall attend periodic construction progress meetings.
- (ii.) The ENGINEER shall check, review, and approve Shop Drawings, Manufacturer's Literature, Samples, and other submittals received from the Contractor, but only for compliance with the Drawings and Specifications as to quality of materials and performance of equipment. Such review shall not be construed as relieving the Contractor of the responsibility to meet requirements of the Construction Contract Documents.
- (iii.) The ENGINEER shall prepare for construction layout and staking.
- (iv.) The ENGINEER shall review construction record drawings for completeness prior to submission to CADD.
- (v.) The ENGINEER shall prepare Construction Contract Change Orders and Work Directives when authorized by the CITY.

- (vi.) The ENGINEER shall review the Contractor's requests for payments as construction work progresses, and advise the CITY of amounts due and payable to the Contractor in accordance with the terms of the Construction Contract Documents.
- (vii.) The ENGINEER shall research and prepare written response by ENGINEER to requests for information from the CITY and Contractor.
- (viii.) The ENGINEER shall provide up to eight site visits by design staff disciplines to observe related construction items.

d. CS107 - PREPARATION OF LOAN DOCUMENTS

- (i.) The ENGINEER shall prepare Loan Documentation requesting reimbursement to the CITY for payments to the contractor and ENGINEER.

e. CS110 - FIELD OBSERVATION

- (i.) The ENGINEER shall provide Resident Project Representatives at the construction site on a full-time basis of forty (40) hours per week from Monday through Friday, not including legal holidays, or on a periodic part-time basis from the ENGINEER's office of not more than eight (8) hours per regular weekday, not including legal holidays as deemed necessary by the ENGINEER, to stake-out construction lines and grades, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. The construction Contractor is a separate company from the ENGINEER. The CITY understands and acknowledges that the ENGINEER is not responsible for the Contractor's construction means, methods, techniques, sequences or procedures, time of performance, compliance with Laws and Regulations, or safety precautions and programs in connection with the PROJECT, and the ENGINEER does not guarantee the performance of the Contractor and is not responsible for the Contractor's failure to execute the work in accordance with the Construction Contract Documents.

(ii.) The ENGINEER shall provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.

(iii.) The ENGINEER shall keep a daily record of the Contractor's work on those days that the ENGINEER is at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the CITY of the construction progress and working days charged against the Contractor's time for completion.

f. CS115 – START-UP ASSISTANCE

(i.) The ENGINEER shall provide a certified Class 1 wastewater treatment operator upon request by City for up to 40 work hours to assist the CITY with start-up of the new treatment equipment and processes,

g. CS120 - SUBSTANTIAL COMPLETION OF PROJECT

(i.) The ENGINEER shall provide construction inspection services when notified by the Contractor that the PROJECT is substantially complete. Prepare written punch lists during substantial completion inspections.

(ii.) The ENGINEER shall prepare Certificate of Substantial Completion.

h. CS130 - COMPLETION OF PROJECT

(i.) The ENGINEER shall provide construction inspection services when notified by the Contractor that the PROJECT is complete. Prepare written punch lists during final completion inspections.

(ii.) The ENGINEER shall review the Contractor's written guarantees and issue a Notice of Acceptability for the PROJECT by the CITY.

(iii.) The ENGINEER shall review the Contractor's requests for final payment, and advise the CITY of the amounts due and payable to the Contractor in accordance with the terms of the Construction Contract Documents.

(iv.) The ENGINEER shall complete field survey work to be used in completing the construction record drawings.

(v.) The ENGINEER shall prepare construction record drawings which show field measured dimensions of the completed work which the ENGINEER considers significant and provide the CITY with one set of reproducible record drawings.

i. CS140 - PROJECT CLOSEOUT

(i.) The ENGINEER shall provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services.

j. CS160 - WARRANTY AND ANNIVERSARY SERVICES

(i.) The ENGINEER shall provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services after the original construction contract final completion date for the PROJECT.

(ii.) The ENGINEER shall provide construction-related engineering services regarding warranty/anniversary work by the Contractor after the PROJECT, or parts thereof, has been accepted for operational use by the CITY. Such services will include, but not be limited to assistance to the CITY in enforcing the Contractor's guaranty to repair or replace defective work within the warranty time stated in the Construction Contract Documents for the PROJECT.

3. The ENGINEER shall complete the Engineering Services set forth in subparagraphs A.2.a.-h. for the CITY within thirty (30) consecutive calendar days from the date the CITY notifies the ENGINEER in writing of approval of the final pay request to the contractor for construction of the PROJECT.

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

5. The Engineering Services do not include management of Davis-Bacon Wage Act requirements.

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

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

b. Minimum Limits of Insurance

The ENGINEER shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$5,000,000 per claim and aggregate.
- (4) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$100,000 per accident.
- (5) Excess Umbrella Policy: \$5,000,000 per claim and aggregate.

c. Deductibles and Self-Insured Retentions

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

d. Other Insurance Provisions

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

(1) General Liability and Automobile Liability Coverages

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

(2) All Coverages

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

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

e. Acceptability of Insurers

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

f. Verification of Coverage

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

7. To the fullest extent permitted by law, the ENGINEER shall be responsible for any and all injuries to persons or damages to property due to the negligent or willful act or omission of the ENGINEER arising out of or in consequence of the performance of the services by the ENGINEER. The ENGINEER shall indemnify and hold harmless the CITY, its officials, employees and volunteers against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the CITY, its officials, and employees, due to the negligent or willful act or omission of the ENGINEER arising out of or in consequence of the performance of the services by the ENGINEER. If any judgment shall be rendered against the CITY, its officials, agents, and employees, in any such action, the ENGINEER shall, at its own expense, satisfy and discharge the same but only to the extent caused by, and on a percentage basis of fault as ultimately determined by a court of competent jurisdiction. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the ENGINEER to indemnify the CITY, its officials, agents, employees and volunteers for their own negligent acts or omissions.

The CITY acknowledges that the ENGINEER is a Business Corporation and not a Professional Service Corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees.

The CITY and ENGINEER agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the AGREEMENT, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

8. 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 the CITY, its officials, agents, and employees as herein provided.

9. 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.

10. 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.

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

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

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

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

14. 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.

15. 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.

16. The ENGINEER will maintain all books, documents, papers, accounting records, and other evidence pertaining to its costs incurred and to make such materials available to the CITY 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.

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

18. 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.

19. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases

created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in performance of these services under this AGREEMENT (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

20. 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.

21. The drawings, specifications, reports, and any other PROJECT documents prepared by the ENGINEER in connection with any or all of the services furnished hereunder shall be delivered to the CITY for the use of the CITY. The ENGINEER shall have the right to retain originals of all PROJECT documents and drawings for its files. Furthermore, it is understood and agreed that the PROJECT documents such as, but not limited to, reports, calculations, drawings, and specifications prepared for the PROJECT, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this PROJECT. The CITY may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the PROJECT. Any reuse of PROJECT documents, without the express written consent of the ENGINEER, shall be at CITY's sole risk; and the CITY shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Electronic media are furnished without guarantee of compatibility with the CITY's software or hardware, and the ENGINEER's sole responsibility for such media is to furnish replacements of defective disks within 30 days after initial delivery. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others, the ENGINEER is not responsible for accuracy, completeness, nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for PROJECT construction. If additional detail is requested by the CITY to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. The ENGINEER shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the ENGINEER's promotional and professional materials. The ENGINEER's materials shall not include the CITY's confidential and proprietary information.

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

- a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases which are not otherwise known to the public.
- b. All information relating to the Engineering Services being performed by the ENGINEER under this AGREEMENT, regardless of its type or form and which are not otherwise known to the public.
- c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by the ENGINEER under this AGREEMENT which are created, designed, or enhanced by the ENGINEER and which are not otherwise known to the public.
- d. Financial information and police records. This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER's wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

23. 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.

24. 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.

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

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

27. The PROJECT will be partially funded through the IEPA, WPCLP and the ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance of WPCLP loan work under this AGREEMENT consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The IEPA or any of its authorized representatives shall have access to books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided by the ENGINEER for access and inspection.

Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.

All information and reports resulting from access to records pursuant to this section shall be disclosed to the IEPA. The ENGINEER shall have an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.

- (1) Books, records, documents and other evidence directly pertinent to performance of WPCLP loan work under this Agreement shall be maintained consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
- (2) Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
- (3) All information and reports resulting from access to records pursuant to subsection (1) above shall be disclosed to the Agency. The auditing agency shall afford the ENGINEERS an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.

Records under this section shall be maintained and made available during the performance of the PROJECT under this AGREEMENT and for 3 years after the final loan closing. In addition, those records that related to any dispute pursuant to Section 365.650 of the procedures for issuing loans from the WPCLP, litigation, the settlement of claims arising out of PROJECT performance, costs or items to which an audit exception has been taken shall be maintained and made available for 3 years after the resolution of the appeal, litigation, claim or exception.

28. The ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the CITY shall have the right to annul this AGREEMENT without liability, or, in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

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

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

B. THE CITY AGREES:

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

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

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

a. Amount of ENGINEER's Fee.

(i.) The ENGINEER's fee for the construction-related services described in subparagraphs A.2.a. through i. above, shall be computed on the basis of their hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel costs for the period from the Notice of Intent to Award to the original construction contract final completion date, the total amount of the ENGINEER's fee shall not exceed Four Hundred Thousand Dollars (\$400,000.00).

(ii.) The ENGINEER's fee for the construction-related services described in subparagraph A.2.j. above shall be computed on the basis of their hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel costs. Costs for post-completion and warranty work described in subparagraph A.2.j. above, are separate expenses to the CITY and are not included in the fee amount given in subparagraph B.3.a.(i.) above.

(iii.) The not-to-exceed amount for construction-related engineering services set forth in Section A.2. above does not include any overtime hours for Resident Project Representatives. In the event the Contractor works more than eight (8) hours on any weekday, or works any time on Saturdays, Sundays or holidays, during which time Resident Project Representatives are required to be present, the City shall pay the ENGINEER extra compensation at the ENGINEER's hourly rates on a time-and-a-half basis for all time of more than eight (8) hours on any weekday and all time on Saturdays, and on a double time basis for all time on Sundays and holidays.

b. 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:

(i.) 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.

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

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

5. The CITY will provide the site for the PROJECT, and it warrants that all known hazardous materials on or beneath the site have been identified to the ENGINEER. The ENGINEER and the ENGINEER's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the PROJECT site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances. The ENGINEER shall not be required by the CITY to provide certifications that soils, including soil mixed with other clean construction or demolition debris, are or are not contaminated.

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

C. IT IS MUTUALLY AGREED:

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

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

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

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

- a. If to the CITY:
CITY OF ELMHURST
209 N. York Street
Elmhurst, Illinois 60126
Attn: Mr. James Grabowski
- b. If to the ENGINEER:
BAXTER & WOODMAN, INC.
8678 Ridgefield Road
Crystal Lake, Illinois 60012
Attn: Mr. Steve Larson
- c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

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

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

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

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

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

D. CERTIFICATION OF ENGINEER

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

- a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42,1-1;
- b. not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- c. not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;

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

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

(1) Publishing a statement:

- (A) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the ENGINEER's workplace;
- (B) Specifying the actions that will be taken against employees for violations of such prohibition;
- (C) Notifying the employee that, as a condition of employment on this agreement, the employee will;

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

the contract on the basis of race, color, age, religion, national origin, disability, or sex;

- f. the ENGINEER, at the time the ENGINEER submitted a bid on this contract, had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210;
- g. no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of any interest in the ENGINEER; or, if the ENGINEER's stock is traded on a nationally recognized securities market, that no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of more than one percent (1%) of the ENGINEER, but if any City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of less than one percent (1%) of such ENGINEER, the ENGINEER has disclosed to the CITY in writing the name(s) of the holder of such interest.
- h. no officer or employee of the CITY has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the ENGINEER in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code; and
- i. the ENGINEER has not given to any officer or employee of the CITY any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code.
- j. in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the ENGINEER is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program

requirements of the Substance Abuse Prevention on Public Works Projects Act.

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

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

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

Executed by the CITY, this _____ day of _____, 2011.

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

ATTEST:

By _____
Peter DiCianni, Mayor

By _____
Patty Spencer, City Clerk

Executed by the ENGINEER, this 2nd day of August, 2011.

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

ATTEST:

By 
John V. Ambrose, Vice President

By 
Deputy Secretary

CITY OF ELMHURST, ILLINOIS
 CONSTRUCTION AND LOAN ASSISTANCE
 SERVICES REQUIRED FOR ANAEROBIC DIGESTER IMPROVEMENTS

BAXTER & WOODMAN, INC.
 2011 BILLING RATES AND EXPENSE ITEMS
 FOR PROFESSIONAL SERVICES

EMPLOYEE CLASSIFICATION	HOURLY BILLING RATES
Principal	\$185 to \$185
Senior Engineer	\$112 to \$185
Construction Manager, Sr.	\$100 to \$155
Resident Project Representative, Sr.	\$92 to \$150
Engineer	\$88 to \$130
Environmental Specialist	\$130 to \$130
Designer	\$100 to \$125
Water/Wastewater Operations	\$104 to \$116
Construction Manager	\$90 to \$104
Resident Project Representative	\$76 to \$110
Staff Engineer	\$72 to \$95
CADD Operator	\$88 to \$95
Surveyor/Technician	\$74 to \$90
Administrative Assistant	\$72 to \$73
Secretary	\$60 to \$88
Technician	\$65 to \$98

Hourly Billing Rates include direct labor and indirect overhead expenses, readiness to serve, and profit, and are for 8 hours/day and 40 hours/week regularly scheduled work hours.

Mileage Charges - As set by the U.S. Internal Revenue Service.

All-Terrain Vehicle usage is \$40/hour,

Savannah Rain Logger usage is \$10/day,

Traffic Counters \$50/day.

City of Elmhurst, Illinois
WWTP Anaerobic Digester Improvements

Fee Breakdown
August 4, 2011

Below is the fee for construction related engineering services broken down by employee classification. This is an approximation. Actual staff and hours may vary.

<u>Employee Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Senior Engineer	200	\$165	\$33,000
Construction Manager, Sr.	500	\$135	\$67,500
Resident Project Representative, Sr. Engineer	2,360	\$115	\$271,400
Water/Wastewater Operations	140	\$100	\$14,000
CADD Operator	40	\$116	\$4,640
Secretary	30	\$90	\$2,700
Expenses	20	\$65	\$1,300
Total			<u>\$5,460</u>
			\$400,000



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
JAMES A. GRABOWSKI
CITY MANAGER

August 9, 2011

To: Mayor DiCianni and Members of the City Council

RE: Anaerobic Digester Construction Contract at the Elmhurst Waste Water Reclamation Facility

The Public Works and Buildings Committee met on Monday, August 8, 2011, to discuss bids received for the construction of the new anaerobic digester (third) at the City of Elmhurst's Waste Water Reclamation Facility at 625 S. Route 83, Elmhurst, IL.

A contract for professional engineering services was awarded to Baxter & Woodman, Inc. for the design of the new anaerobic digester at the City of Elmhurst's Waste Water Treatment Facility in 2009. The City of Elmhurst's 2008 WWTP Master Plan proposed the addition of a third anaerobic digester to be constructed as part of future major improvements to the facility. More recently, a digester sizing study was prepared based on the available plant data. This project is the next step in the process. The purpose of the addition of the third digester is to reduce excessive digester foaming, provide adequate digester capacity for wet weather high sludge loads, to replace an ageing boiler and to provide additional capacity that will be required when a future phosphorus effluent limit is imposed on the City. As noted in the NPDES Permit No. IL0028746 issued by Illinois Environmental Protection Agency page 2, total phosphorus has been identified as a pollutant which causes impairment to aquatic life in water bodies on the 303(d) list. 35 IAC 304.123 requires monthly monitoring and subsequent reporting to IEPA according to page 3 of the NPDES Permit No. IL0028746. Special Condition 17 stipulates that the monitoring will be evaluated and the EPA will modify the permit if necessary in accordance with Special Condition 1 of the NPDES Permit which allows that "the permit may be modified to include different final effluent limitations or requirements which are consistent with applicable laws, regulations, or judicial orders."

A legal advertisement appeared in the press and Invitations to Bid were sent to thirty-eight general/sub-contractors and vendors. Plans and specifications were made available at the Public Works counter. Bids were received from nine general contractors and are summarized below. All bidders included a bid bond. A tally of the bids follows:

Contractor	Bid
Maxim Construction, Volo, IL	\$3,788,000
Concord Construction, Lake Zurich, IL	\$3,869,900
Manusos Construction, Fox Lake, IL	\$3,979,000
Whitaker Construction, Earlville, IL	\$4,040,000
JJ Henderson, Gurney, IL	\$4,058,000
Keno Construction, Lake Bluff, IL	\$4,128,450
IHC, LLC, Elgin, IL	\$4,188,400
Madison Construction, Orland Park, IL	\$4,280,000
EVS Construction, Aurora, IL	\$4,351,000

**Copies To All
Elected Officials**

8-11-11

Page 2

To: Mayor DiCianni and Members of the City Council

RE: **Digester Construction Contract at the Elmhurst Waste Water Reclamation Facility**

References have been checked on the low bidder, Maxim Construction and are satisfactory (see Attachment A).

Funds have been provided in the amount of \$5,510,000 for the construction of the anaerobic digester in the 2011/12 budget in account number 510-6057-502-80-20. The City has applied to the Illinois EPA for a low interest loan at 1.25% to be paid over a twenty year period for the construction of this project.

Therefore it is the recommendation of the Public Works and Buildings Committee that the bid for the construction of the new anaerobic digester at the City of Elmhurst's Waste Water Facility from Maxim Construction, Volo, IL in the amount of \$3,788,000 be accepted.

Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE

Jim Kennedy, Chairman

Bob Dunn *AKS*

Bob Dunn, Vice Chairman

Chris Healy *AKS*

Chris Healy

Diane Gutenkauf *AKS*

Diane Gutenkauf

NPDES Permit No. IL0028746
Notice No. GY:10021601.bah

Public Notice Beginning Date: December 3, 2010

Public Notice Ending Date: January 3, 2010

National Pollutant Discharge Elimination System (NPDES)
Permit Program

PUBLIC NOTICE/FACT SHEET
of

Draft Reissued NPDES Permit to Discharge into Waters of the State

Public Notice/Fact Sheet Issued By:

Illinois EPA
Division of Water Pollution Control
Permit Section
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62794-9276
217/782-0610

Name and Address of Discharger:

City of Elmhurst
209 North York Street
Elmhurst, Illinois 60126

Name and Address of Facility:

City of Elmhurst STP
625 South Route 83
Elmhurst, Illinois
(DuPage County)

DRAFT

DEC 03 2010

PUBLIC NOTICE

The Illinois Environmental Protection Agency (IEPA) has made a tentative determination to issue a NPDES Permit to discharge into the waters of the state and has prepared a draft Permit and associated fact sheet for the above named discharger. The Public Notice period will begin and end on the dates indicated in the heading of this Public Notice/Fact Sheet. All comments on the draft Permit and requests for hearing must be received by the IEPA by U.S. Mail, carrier mail or hand delivered by the Public Notice Ending Date. Interested persons are invited to submit written comments on the draft Permit to the IEPA at the above address. Commentors shall provide his or her name and address and the nature of the issues proposed to be raised and the evidence proposed to be presented with regards to those issues. Commentors may include a request for public hearing. Persons submitting comments and/or requests for public hearing shall also send a copy of such comments or requests to the Permit applicant. The NPDES Permit and notice numbers must appear on each comment page.

The application, engineer's review notes including load limit calculations, Public Notice/Fact Sheet, draft Permit, comments received, and other documents are available for inspection and may be copied at the IEPA between 9:30 a.m. and 3:30 p.m. Monday through Friday when scheduled by the interested person.

If written comments or requests indicates a significant degree of public interest in the draft Permit, the permitting authority may, at its discretion, hold a public hearing. Public notice will be given 45 days before any public hearing. Response to comments will be provided when the final Permit is issued. For further information, please call Getie Yilma at 217/782-0610.

The following water quality and effluent standards and limitations were applied to the discharge:

Title 35: Environmental Protection, Subtitle C: Water Pollution, Chapter I: Pollution Control Board and the Clean Water Act were applied in determining the applicable standards, limitations and conditions contained in the draft Permit.

The applicant is engaged in treating domestic and industrial wastewater for the City of Elmhurst.

The length of the Permit is approximately 5 years.

The main discharge number is 001. The seven day once in ten year low flow (7Q10) of the receiving stream, Salt Creek, is 34 cfs and receives flow from outfalls 001, A01, 002 and 005. Outfalls 003, 004, 006, 007, 008, 009 and 010 discharge to unnamed tributaries to Salt Creek and outfalls 011, 012 and 013 discharge to unnamed tributaries to Des Plaines River.

design average flow (DAF) for the facility is 8.0 million gallons per day (MGD) and the design maximum flow (DMF) for the facility is 20.0 MGD. Treatment consists of screening, aerated grit removal, primary clarification, activated sludge, secondary clarification, chlorination, dechlorination, and sludge handling facilities. Excess flow treatment facilities are utilized during heavy flow periods.

This reissued NPDES Permit does not increase the facility's DAF, DMF, concentration limits, and/or load limits.

Application is made for the existing discharge(s) which is (are) located in DuPage County, Illinois. The following information identifies the discharge point, receiving stream and stream classifications:

Outfall	Receiving Stream	Latitude	Longitude	Stream Classification	Integrity Rating
001	Salt Creek	41° 52' 57" North	87° 57' 32" West	General Use	Not Rated

To assist you further in identifying the location of the discharge(s) please see the attached map.

The stream segment(s) receiving the discharge from outfall(s) 001 is (are) on the 2006 and draft 2008 303 (d) lists of impaired waters.

The following parameters have been identified as the pollutants causing impairment:

Potential Causes

aldrin, DDT, nickel, nitrogen (total), phosphorus (total), sedimentation/siltation, sulfates, zinc mercury, polychlorinated biphenyls (PCBs) fecal coliform

Uses Impaired 2006 303(d) List

aquatic life
fish consumption
primary contact recreation

Potential Causes

aldrin, chloride, DDT, pH, phosphorus (total), sedimentation/siltation, total suspended solids mercury, polychlorinated biphenyls (PCBs) fecal coliform

Uses Impaired Draft 2008 303(d) List

aquatic life
fish consumption
primary contact

DEC 02 2010

Discharge(s) from the facility is (are) proposed to be monitored and limited at all times as follows:

Discharge Number(s) and Name(s): 001 STP Outfall

Load limits computed based on a design average flow (DAF) of 8.0 MGD (design maximum flow (DMF) of 20.0 MGD):

The effluent of the above discharge(s) shall be monitored and limited at all times as follows:

Parameter	LOAD LIMITS lbs/day*			CONCENTRATION LIMITS mg/L			Regulation	
	Monthly Average	Weekly Average	Daily Maximum	Monthly Average	Weekly Average	Daily Maximum		
CBOD ₅	667 (1668)		1334 (3336)	10		20	35 IAC 304.120 40 CFR 133.102	
Suspended Solids	801 (2002)		1601 (4003)	12		24	35 IAC 304.120 40 CFR 133.102	
pH	Shall be in the range of 6 to 9 Standard Units						35 IAC 304.125	
Fecal Coliform	Daily Maximum shall not exceed 400 per 100 mL (May through October)						35 IAC 304.121	
Chlorine Residual							0.05	35 IAC 302.208
Ammonia Nitrogen:								
April-May/Sept.-Oct.	100 (250)	254 (634)	307 (767)	1.5	3.8	4.6	35 IAC 355 and	
June-August	107 (267)	267 (667)	307 (767)	1.6	4.0	4.6	35 IAC 302	
Nov.-Feb.	267 (667)	—	661 (1651)	4.0	—	9.9		
March	100 (250)	254 (634)	560 (1401)	1.5	3.8	8.4		
Phosphorus	Monitoring Only							35 IAC 304.123
Total Nitrogen	Monitoring Only							35 IAC 309.146
				Monthly Average not less than	Weekly Average not less than	Daily Minimum		
Dissolved Oxygen								
March - July				N/A	6.0	5.0	35 IAC 302.206	
August - February				5.5	4.0	3.5		

*Load Limits are calculated by using the formula: 8.34 x (Design Average and/or Maximum Flow in MGD) x (Applicable Concentration in mg/L).

Effluent Limitations, Monitoring, and Reporting

FINAL

Discharge Number(s) and Name(s): 001 STP Outfall

Load limits computed based on a design average flow (DAF) of 8.0 MGD (design maximum flow (DMF) of 20.0 MGD).

Excess flow facilities (if applicable) shall not be utilized until the main treatment facility is receiving its maximum practical flow.

From the effective date of this Permit until the expiration date, the effluent of the above discharge(s) shall be monitored and limited at all times as follows:

Parameter	LOAD LIMITS lbs/day			CONCENTRATION			Sample Frequency	Sample Type	
	Monthly Average	Weekly Average	Daily Maximum	Monthly Average	Weekly Average	Daily Maximum			
Flow (MGD)							Continuous		
CBOD ₅ **	667 (1668)		1334 (3336)	10		20	4 days/week	Composite	
Suspended Solids	801 (2002)		1601 (4003)	12		24	4 days/week	Composite	
pH	Shall be in the range of 6 to 9 Standard Units							4 days/week	Grab
Fecal Coliform***	Daily Maximum shall not exceed 400 per 100 mL (May through October)							4 days/week	Grab
Chlorine Residual****						0.05	4 days/week	Grab	
Ammonia Nitrogen as (N)									
April-May/Sept.-Oct.	100 (250)	254 (634)	307 (767)	1.5	3.8	4.6	4 days/week	Composite	
June-August	107 (267)	267 (667)	307 (767)	1.6	4.0	4.6	4 days/week	Composite	
Nov.-Feb.	267 (667)	—	661 (1651)	4.0	—	9.9	4 days/week	Composite	
March	100 (250)	254 (634)	560 (1401)	1.5	3.8	8.4	4 days/week	Composite	
Phosphorus****	Monitoring Only							1 Day/Month	Composite
Total Nitrogen****	Monitoring Only							1 Day/Month	Composite
				Monthly Average not less than	Weekly Average not less than	Daily Minimum			
Dissolved Oxygen									
March - July				N/A	6.0	5.0	4 days/week	Grab	
August - February				5.5	4.0	3.5	4 days/week	Grab	

*Load limits based on design maximum flow shall apply only when flow exceeds design average flow.

**Carbonaceous BOD₅ (CBOD₅) testing shall be in accordance with 40 CFR 136.

***See Special Condition 8.

**** See Special Condition 17.

Flow shall be reported on the Discharge Monitoring Report (DMR) as monthly average and daily maximum.

Fecal Coliform shall be reported on the DMR as a daily maximum value.

pH shall be reported on the DMR as minimum and maximum value.

Chlorine Residual shall be reported on DMR as daily maximum value.

Dissolved oxygen shall be reported on the DMR as a minimum value.

Special Conditions

The Permittee may choose to submit electronic DMRs (eDMRs) instead of mailing paper DMRs to the IEPA. More information, including registration information for the eDMR program, can be obtained on the IEPA website, <http://www.epa.state.il.us/water/edmr/index.html>.

The completed Discharge Monitoring Report forms shall be submitted to IEPA no later than the 25th day of the following month, unless otherwise specified by the permitting authority.

Permittees not using eDMRs shall mail Discharge Monitoring Reports with an original signature to the IEPA at the following address:

Illinois Environmental Protection Agency
Division of Water Pollution Control
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62794-9276

Attention: Compliance Assurance Section, Mail Code # 19

DEC 2 2010

SPECIAL CONDITION 17. Monitoring for Total Nitrogen & Phosphorus shall be as described on Page 2 of the Permit. The Agency will evaluate the data collected and modify the Permit if necessary in accordance with Special Condition 1 of the NPDES Permit.

SPECIAL CONDITION 18. The Permittee shall work towards the goals of achieving no discharges from the outfalls listed in Special Condition 13 of this permit and ensuring that overflows or backups, when they do occur do not cause or contribute to violations of applicable standards or cause impairment in any adjacent receiving water. In order to accomplish these goals, the Permittee shall update their Capacity, Management, Operations, and Maintenance (CMOM) plan and submit it to the IEPA within twelve (12) months of the effective date of this Permit. The Permittee may be required to construct additional sewage transport and/or treatment facilities in future permits or other enforceable documents.

The CMOM plan shall include the following elements:

a. Measures and Activities:

1. A complete map of the collection system;
2. Schedules, checklists, and mechanisms to ensure that preventative maintenance is performed on equipment;
3. An assessment of the capacity of the collection and treatment system at critical junctions and immediately upstream of locations where overflows and backups occur or are likely to occur; and
4. Identification and prioritization of structural deficiencies in the system.

b. Design and Performance Provisions:

1. Monitor the effectiveness of CMOM;
2. Upgrade the elements of the CMOM plan as necessary; and,
3. Maintain a summary of CMOM activities.

c. Overflow Response Plan:

1. Know where overflows and backups occur; and,
2. Respond to each overflow or backup to determine additional actions such as clean up.

d. System Evaluation Plan.

e. Reporting and Monitoring Requirements. (See Special Condition 13.5)

SPECIAL CONDITION 19. The provisions of 40 CFR Section 122.41(m) & (n) are applicable and are hereby incorporated by reference.

SPECIAL CONDITION 20. The Permittee may collect data in support of developing site-specific effluent limitations for ammonia nitrogen. Instream monitoring for pH and temperature would be required. Samples should be taken downstream at a point representative of substantial mixing with the receiving stream and below the surface. A monitoring plan must be submitted to the Agency for approval which indicates the location, sample frequency and the duration of the monitoring program. Should the instream monitoring data indicate that less stringent ammonia nitrogen effluent limitations are protective of the receiving stream, this Permit may be modified to include alternate ammonia nitrogen effluent limitations designed to prevent exceedances of the ammonia nitrogen water quality standards.



CITY OF ELMHURST

209 NORTH YORK STREET
ELMHURST, ILLINOIS 60126-2759

(630) 530-3000
www.elmhurst.org

PETER "PETE" DICIANNI
MAYOR
PATY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
JAMES A. GRABOWSKI
CITY MANAGER

August 8, 2011

To: Mayor DiCianni and Members of the City Council

RE: Removal and Abandonment of Well #6

The Public Works and Buildings Committee met on Monday, July 25, 2011 and again on August 8, 2011 to discuss proposals received for the removal and abandonment of Well # 6 at 383 Armitage, Elmhurst IL.

Proposals were received from three contractors and are summarized below.

Contractor

Water Well Solutions, Elburn, IL	\$ 46,873
Municipal Well & Pump, Waupun, WI	\$ 49,707
Layne – Western, Aurora, IL	\$ 62,865

References have been checked on the low proposal, Water Well Solutions and are satisfactory.

During the decision making process to close the wells, it was determined at that time to be a cost effective move. The EPA had implemented regulations on radium for all drinking water with which the City would have had to comply. The cost for the equipment necessary to treat radium is approximately \$2 million per well. At that time it was determined that proceeding with the well abandonments would be the most prudent measure.

The abandonment and sealing of this our last emergency water well will conform to our letter of intent sent to the Illinois Environmental Protection Agency on June 8, 2010. All three (3) of the City's remaining public wells were for emergency use only and have not been used since the City of Elmhurst changed over to Lake Michigan water. This is the last City well to be abandoned. The City of Elmhurst believes the cost of operating and sampling these wells does not best serve the interests of the community and therefore they should be de-commissioned and properly abandoned under County Authority.

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Elected Officials**

08-11-11

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To: Mayor DiCianni and Members of the City Council
RE: Removal and Abandonment of Well #6

Funds have been provided in the amount of \$48,600 for the provision of the well abandonment and sealing in the 2011/12 budget in account number 510-6051-501-30-57.

Therefore it is the recommendation of the Public Works and Buildings Committee that the proposal for the removal and sealing of the water well # 6 from Water Well Solutions in the amount of \$ 46,873 be accepted.

Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE

Jim Kennedy, Chairman

Bob Dunn *PPS*

Bob Dunn, Vice Chairman

Chris Healy *PPS*

Chris Healy

Diane Gutenkauf *PPS*

Diane Gutenkauf



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August 9, 2011

To: Mayor DiCianni and Members of the City Council

Re: Property Tax Rebate Program Review

The Finance, Council Affairs and Administrative Services Committee met twice, most recently August 8, 2011, to review the City's Property Tax Rebate Program.

As the City Council will recall, a Property Tax Rebate Program was approved in 2010 in response to the continuing negative economic conditions, and to the property tax increase that was implemented for the 2009 property tax year. The rebate was 100% of the increase in the City portion of the current (2009) property tax bill compared to the City portion of the prior year (2008) property tax bill, for the identical property. The components of the City's portion of the tax bill are the Pension Fund line (which includes the Police Pension, Firefighters Pension and IMRF) and the City of Elmhurst line (which includes part of the cost of Fire Protection, Ambulance and Debt Service). The program was available to persons whose annual household income for the applicable tax levy year was equal to or less than the very low income limits for that year as defined by the U.S. Department of Housing and Urban Development, and who lived in an owner-occupied single family or multi-family (i.e. condominium) dwelling. There were twenty-six participants in the program, and the total rebate amount was \$5,520.42. Fifteen of the twenty-six participants (58%) were age 65 or older.

The Finance Committee reviewed the guidelines required to be met to qualify for the Property Tax Rebate Program, specifically the income criteria. The current criteria that must be met by a household is that the household income is equal to or less than the very low income limits for that year as defined by the U.S. Department of Housing and Urban Development (HUD). Very low income is defined as 50% of the median income for a household, by county, in this case DuPage County. For a four person household, the 2011 median income in DuPage County is \$74,800, and the very low income limit is \$37,400. The Finance Committee reviewed the 2011 HUD income limits, alternatives between very low income and low income limits, and the 2011 poverty guidelines (see attached). After discussion, it was the consensus of the Finance Committee to recommend that the income limit for the 2011 Property Tax Rebate Program be increased from 50% of median income to 60% of median income. The qualifying income limit for a four person household would increase from \$37,400 to \$44,880; the qualifying income limit for a one person household would increase from \$26,200 to \$31,440. The qualifying income limit adjustment is intended to allow more households experiencing economic stress to qualify for the property tax rebate.

The Finance Committee also reviewed the time frame over which the rebate would be calculated, and agreed that the rebate should continue to be based on the increase of the City portion of the current year property tax bill (2010) compared to the City portion of the prior year property tax bill (2009). Based on the 2010 property tax bills for the twenty-six 2009 participants, the rebates would be in the range of \$35-\$50 per participant. The 2011-12 budget provides \$10,000 for property tax rebates, which would allow 200-285 rebates at \$35-\$50 each. The Elmhurst Public Library (EPL) also supports the

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08/11/2011

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August 9, 2011

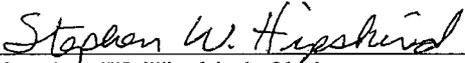
To: Mayor DiCianni and Members of the City Council

Re: Property Tax Rebate Program Review

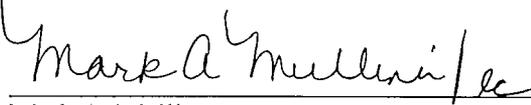
program, and provides rebates of 100% of the increase in the EPL property tax line, based on the City's policy guidelines.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council approve increasing the qualifying income limit from 50% of the 2011 median income for DuPage County (very low income) to 60% of the 2011 median income for DuPage County, for the Property Tax Rebate Program for the 2010 property tax bills.

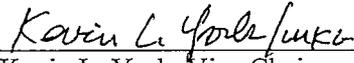
Respectfully submitted,
FINANCE, COUNCIL AFFAIRS AND
ADMINISTRATIVE SERVICES
COMMITTEE



Stephen W. Hipskind, Chairman



Mark A. Mulliner



Kevin L. York, Vice Chairman



Scott M. Levin

**2011 Income Limits Summary
DuPage County**

Median Income - \$74,800 (a)		<u>1 Person</u>	<u>2 Person</u>	<u>3 Person</u>	<u>4 Person</u>	<u>5 Person</u>	<u>6 Person</u>	<u>7 Person</u>	<u>8 Person</u>
Extremely Low Income Limits (a)	30.0%	\$ 15,750	\$ 18,000	\$ 20,250	\$ 22,450	\$ 24,250	\$ 26,050	\$ 27,850	\$ 29,650
(1) Very Low Income Limits (a)	50.0%	\$ 26,200	\$ 29,950	\$ 33,700	\$ 37,400	\$ 40,400	\$ 43,400	\$ 46,400	\$ 49,400
Low Income Limits (a)	80.0%	\$ 41,900	\$ 47,900	\$ 53,900	\$ 59,850	\$ 64,650	\$ 69,450	\$ 74,250	\$ 79,050
<u>Committee/Staff Alternatives -</u>									
Between Very Low Income and Low Income Limits	55.0%	\$ 28,820	\$ 32,945	\$ 37,070	\$ 41,140	\$ 44,440	\$ 47,740	\$ 51,040	\$ 54,340
	60.0%	\$ 31,440	\$ 35,940	\$ 40,440	\$ 44,880	\$ 48,480	\$ 52,080	\$ 55,680	\$ 59,280
	65.0%	\$ 34,060	\$ 38,935	\$ 43,810	\$ 48,620	\$ 52,520	\$ 56,420	\$ 60,320	\$ 64,220
	70.0%	\$ 36,680	\$ 41,930	\$ 47,180	\$ 52,360	\$ 56,560	\$ 60,760	\$ 64,960	\$ 69,160

2011 Poverty Guidelines (b)

<u>Household #</u>	<u>100%</u>	<u>125%</u>	(Free Lunch) <u>130%</u>	<u>150%</u>	(Reduced Lunch) <u>185%</u>	<u>200%</u>
1	\$ 10,890	\$ 13,613	\$ 14,157	\$ 16,335	\$ 20,147	\$ 21,780
2	\$ 14,710	\$ 18,388	\$ 19,123	\$ 22,065	\$ 27,214	\$ 29,420
3	\$ 18,530	\$ 23,163	\$ 24,089	\$ 27,795	\$ 34,281	\$ 37,060
4	\$ 22,350	\$ 27,938	\$ 29,055	\$ 33,525	\$ 41,348	\$ 44,700
5	\$ 26,170	\$ 32,713	\$ 34,021	\$ 39,255	\$ 48,415	\$ 52,340
6	\$ 29,990	\$ 37,488	\$ 38,987	\$ 44,985	\$ 55,482	\$ 59,980
7	\$ 33,810	\$ 42,263	\$ 43,953	\$ 50,715	\$ 62,549	\$ 67,620
8	\$ 37,630	\$ 47,038	\$ 48,919	\$ 56,445	\$ 69,616	\$ 75,260

Note: (1) City currently uses Very Low Income Limit for property and utility tax rebate programs

Sources: (a) U.S. Department of Housing and Urban Development
(b) U.S. Department of Health and Human Services



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CITY MANAGER

August 9, 2011

TO: Mayor DiCianni and Members of City Council

RE: Case Number 11ZBA-07/Spudeas Variation

Request for Rear Yard Variation of seven (7) feet, from thirty (30) feet to twenty-three (23) feet for the purpose of constructing an addition on property commonly known as 444 E. Madison Court (PIN 06-13-207-020).

The Development, Planning and Zoning Committee met on August 8, 2011 to review the Zoning & Planning Commission report dated July 18, 2011 recommending approval of the subject request. The Committee also reviewed the complete packet of documents and information submitted by the applicant, and the transcripts of the public hearings.

The Committee discussed the proposed addition that is the subject of this request. The Committee noted that the Applicant is requesting this variation to replace a covered patio; the current covered patio is a three season room formed by an awning and screen windows on a concrete slab and, as such, is not considered a permanent structure. The proposed addition would be 106 square feet smaller than the current, existing covered patio.

The Committee agreed with the findings of the Zoning and Planning Commission that the Applicant's request is warranted and meets the three Standards for Variations. Upon conclusion of discussion, the Committee concurred with the Zoning & Planning Commission's recommendation that sufficient evidence was presented to warrant the requested rear yard variation.

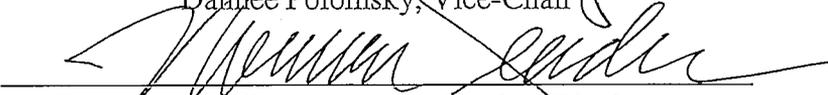
It is, therefore, the recommendation of the Development, Planning and Zoning Committee to support the recommendation of the Zoning & Planning Commission for approval of this request. The City Attorney is hereby directed to prepare the necessary documents for City Council approval.

Respectfully submitted,
DEVELOPMENT PLANNING AND ZONING COMMITTEE

Steven Morley, Chairman



Danee Polomsky, Vice-Chair



Norman Leader, Alderman, 2nd Ward

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Elected Officials

8/11/11

O-44-2011

**AN ORDINANCE AUTHORIZING EXECUTION OF
CERTAIN AGREEMENTS BY AND BETWEEN VERIZON WIRELESS
AND THE CITY OF ELMHURST AND TO ACCEPT THE PROPOSAL
OF VERIZON WIRELESS FOR CELLULAR PHONE SERVICE
AND ADDITIONAL SERVICES TO BE
PERFORMED PURSUANT TO SAID AGREEMENTS**

WHEREAS, the City of Elmhurst (hereinafter the "City") currently has one hundred thirty-three (133) cellular phones in service at a monthly cost of approximately Three Thousand Nine Hundred Fifty (\$3,950.00) Dollars; and

WHEREAS, the City's current cellular service providers have been unreliable, especially during the past two storm events; and

WHEREAS, the City's Finance, Council Affairs and Administrative Services Committee (hereinafter the "Committee") met on July 11, 2011, to review the City's cellular phone service options and reviewed quotes and proposals for cellular phone service from three major cellular service providers, being: Sprint/Nextel, Verizon Wireless, and AT&T; and

WHEREAS, the Committee determined that the service features included in the three quotes for cellular service and pricing were comparable and that all three quotes for cellular service met the City's needs; and

WHEREAS, the Committee noted that, pursuant to a certain Verizon Wireless Local Government Entity Authorized User Agreement (the "Agreement") entered into between CellCo Partnership, a Delaware General Partnership on behalf of itself and its controlled and/or managed affiliates doing business as Verizon Wireless (hereinafter "Verizon"), and the City of Elmhurst on July 16, 2008, the City of Elmhurst has previously participated in a State of Illinois Joint Purchasing program authorized by the Governmental Joint Purchasing Act (30 ILCS 525/0.01 *et seq.*) whereby

the City receives discounted prices on telecommunications equipment and services from Verizon;
and

WHEREAS, pursuant to the terms of the Agreement, Verizon provides the City's Police Department with MDT data service which was operational during the past two storm events and that Verizon maintains a back-up generator pursuant to Verizon's cellular tower lease with the City; and

WHEREAS, the Agreement has currently expired and to take continued advantage of the discounted prices for goods and services offered by Verizon, the City of Elmhurst must execute a new Verizon Wireless Local Government Entity Authorized User Agreement (the "Amended Agreement") and a Mutual Nondisclosure Agreement in the forms attached hereto as Exhibit A; and

WHEREAS, the Mayor and City Council have determined that it is in the best interests of the City to continue participation in the State of Illinois Joint Purchasing program, and to execute the Amended Agreement and Mutual Nondisclosure Agreement; and

WHEREAS, Section 3.20(g) of the Elmhurst Municipal Code specifically authorizes the City's participation in the Joint Purchasing Plan; and

WHEREAS, pursuant to price discounts received pursuant to the Amended Agreement, Verizon's quote for monthly cellular service is approximately Six Hundred Eighty (\$680.00) Dollars per month less than the City's current monthly cost; and

WHEREAS, Verizon has represented that the City of Elmhurst's costs for monthly cellular service as participants in the state of Illinois Joint Purchasing Program will be approximately Three Thousand Two Hundred Seventy Dollars (\$3,270.00) per month; and

WHEREAS, based upon this information and evaluation, and pursuant to the Amended Agreement which provides for the provision of additional wireless communications devices and services upon the City's request, the Committee recommends converting the City's one hundred

thirty-three (133) cellular phones, and the services required thereby, to Verizon; and

WHEREAS, Section 3.20(g) of the Elmhurst Municipal Code exempts any purchase made pursuant to the joint purchasing for the proposal and competitive bidding requirements of the Elmhurst Municipal Code; and

WHEREAS, the Mayor and City Council have determined that it is in the best interests of the City, pursuant to the Amended Agreement, to request additional wireless communications devices and services from Verizon for provision of the City's cellular phone service.

NOW, THEREFORE, BE IT ORDAINED by the 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 Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2: The City hereby authorizes and approves the acquisition of one hundred thirty three (133) cellular telephones, and the services required thereby, from Verizon Wireless for an approximate monthly cost of Three Thousand Two Hundred Seventy Dollars (\$3,270.00).

Section 3: The Mayor, City Clerk, or their designee, be and are hereby authorized and directed to execute the Amended Agreement and Mutual Nondisclosure Agreement in substantially the forms attached hereto as Exhibit A and to request additional services, as described herein, from Verizon pursuant to the terms of the Amended Agreement and to take all necessary steps to effectuate the intent of this Ordinance.

[REST OF PAGE LEFT INTENTIONALLY BLANK]

Section 4: That this Ordinance shall be in full force and effect upon and after its passage and approval in the manner provided by law.

ADOPTED this ____ day of _____, 2011.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2011.

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

ATTESTED and filed in my office,
this ____ day of _____, 2011.

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

Verizon Wireless Local Government Entity Authorized User Agreement

Verizon Wireless and the State of Illinois, Department of Central Management Services, ("Customer") have entered into Master Services Agreement #PBC #08-33559, IPB Ref. #22016963 (Master Contract Number CMS033559P) for Statewide Wireless Services (the "Master Agreement") with an effective date beginning on March 9, 2010, and any and all attachments, amendments and/or addenda thereto. Pursuant to the terms and conditions of the Master Agreement, the Customer has designated the following government entity as an "Authorized User" and by execution of this Local Government Entity Authorized User Agreement ("User Agreement") the Authorized User is made a part thereof. This User Agreement is made by and between Celco Partnership, a Delaware General Partnership, having its principal place of business at One Verizon Way, Basking Ridge, NJ 07920-1097, on behalf of itself and its controlled and/or managed affiliates doing business as Verizon Wireless (collectively "Verizon Wireless") and Authorized User (identified below) (each a "Party" or jointly the "Parties") and becomes effective on the date executed by Verizon Wireless.

Authorized User			Verizon Wireless	
Government Agency Name:			TO: Verizon Wireless 200 Allegheny Drive Warrendale, PA 15086 Attention: Midwest Area Contracts	CC: Verizon Wireless Legal & External Affairs Dept. 1515 E. Woodfield Road, Suite 1400 Schaumburg, IL 60173 Attention: Midwest Area Legal – B2B Contract Administration
Government Agency Address:				
City:	State:	ZIP:		
Fed. Tax ID #:			Authorized User's Authorized Contact(s)	
Address for Legal Notices (if different from above)			Name:	
Name:			Address:	
Address:			Title:	Phone:
			E-mail:	
Name:			Address:	
City:	State:	ZIP:	Address:	
State of Illinois Joint Purchasing Program Number (Required For Participation):			Title:	Phone:
			E-mail:	

In accordance with the definitions, terms and conditions set forth in the Master Agreement, Authorized User, as a designated government entity, may purchase wireless services and products under the terms, conditions, and pricing established by the Master Agreement for Authorized User participation. Participation is further subject to any and all applicable local and/or municipal purchasing statutes and ordinances. The Authorized User states, acknowledges and agrees, as follows:

- (1) It is an Authorized User as defined under the terms of the Master Agreement;
- (2) It is eligible and desires to purchase wireless services and products from Verizon Wireless pursuant to the terms and conditions of the Master Agreement and this User Agreement and any and all addenda and schedules as the Customer may specify from time to time;
- (3) It will provide documentation and substantiate Authorized User status as appropriate and as requested from time to time by Verizon Wireless;
- (4) It will ensure that this User Agreement will be used only in support of government business;
- (5) The undersigned is designated and granted authority to act on behalf of the Authorized User for any and all matters contemplated by Authorized User; and
- (6) The undersigned is duly authorized by the Authorized User to designate the above listed individual(s) (the "Authorized Contact(s)") who is (are) authorized to take action with respect to the account with Verizon Wireless to purchase equipment, add lines of service, cancel lines of service and make changes to the account that financially bind the Authorized User to the terms and conditions of this User Agreement, the Master Agreement, and execute Verizon Wireless Customer Agreements for lines of wireless service, subject to the additional terms and conditions included therein.

**VERIZON WIRELESS LOCAL GOVERNMENT ENTITY AUTHORIZED USER AGREEMENT
SIGNATURES**

Each Party represents and warrants to the other that: (a) it is in good standing under the laws of the state of its formation; (b) the execution, delivery and performance of this User Agreement have been duly authorized by all necessary governmental action to the extent applicable; and (c) the person signing this User Agreement on its behalf is duly authorized to bind it to this User Agreement. Authorized User further represents and warrants that it shall not sell or resell Verizon Wireless service to any third party unless it does so under a separate written agreement with Verizon Wireless. AUTHORIZED USER ACKNOWLEDGES THAT UPON ACTIVATION OR CHANGE OF WIRELESS SERVICE OR EQUIPMENT, NOW OR IN THE FUTURE, THE CALLING PLAN, FEATURE, SERVICE AND EQUIPMENT TERMS, CONDITIONS AND PRICING APPLICABLE AT THE TIME OF ACTIVATION OR CHANGE SHALL APPLY TO ANY SUCH ACTIVATIONS OR CHANGES.

AUTHORIZED USER		VERIZON WIRELESS	
Signature:	Date:	Signature:	Date:
Name:		Name:	
Title:		Title:	

ANY CHANGES TO THIS USER AGREEMENT MUST BE AGREED TO BY ALL PARTIES IN WRITING.

VERIZON WIRELESS USE ONLY BELOW

Sales Force ID	Master Contract #	CMS033559P	Version #	#20 – 06-18-2010
Sales Office ID	ECPD Profile ID #		PBC #08-33559, IPB Ref. #22016963 Statewide Wireless Services	
Sales Rep.Name	Contract ID #			
Sales Mobile #	Existing Authorized User Acct. #:			

MUTUAL NONDISCLOSURE AGREEMENT

This Agreement, effective when executed by both Parties, is made between ("Authorized User"), with offices located as specified on the face of the Verizon Wireless Local Government Entity Authorized User Agreement, as executed between the parties, and Celco Partnership d/b/a Verizon Wireless, a Delaware general partnership, having an office and principal place of business at One Verizon Way, Basking Ridge, NJ 07920 ("Verizon Wireless"), to protect Confidential Information (hereinafter defined) to be disclosed by the Parties to each other respecting a matter of mutual interest described as proprietary material as well as material subject to and protected by state or federal laws regarding secrecy of communications or trade secrets, and may include information acquired by the disclosing Party from a third party under an obligation of confidentiality (the "Purpose"), please refer to section 1 below for further details.

1. To facilitate discussions, meetings and the conduct of business between the Parties respecting the Purpose, the Parties may disclose Confidential Information to each other. "Confidential Information" means information (in written, graphic, oral or other tangible or intangible form) concerning the disclosing Party's business, customers, products, services, trade secrets and personnel, and designated as confidential by the disclosing Party (if tangible information) by conspicuous markings or (if oral information) by announcement at the time of initial disclosure and written documentation thereof within 30 days thereafter, or if not so marked or announced and documented should reasonably have been understood as being confidential information of the disclosing Party either because of other legends or markings, the circumstances of disclosure or the nature of the information itself. Confidential Information may include proprietary material as well as material subject to and protected by state or federal laws regarding secrecy of communications or trade secrets, and may include information acquired by the disclosing Party from a third party under an obligation of confidentiality. To the extent not inconsistent with applicable law, information that is marked proprietary and confidential by Verizon Wireless, under an exception to the Freedom of Information ("FOI") laws, shall be considered Confidential Information and protected under this Agreement and applicable statutes.

2. Unless terminated earlier by written notice, the term of this Agreement shall be for three (3) years. The obligations hereunder respecting any Confidential Information shall extend for three (3) years following the date of disclosure of that Confidential Information, except that information disclosed by Verizon Wireless concerning its customers shall remain confidential forever. All such obligations hereunder shall survive any expiration or termination of this Agreement.

3. Each Party acknowledges and agrees as follows:

- a. That all Confidential Information shall be and shall remain the exclusive property of the disclosing Party;
- b. To inform the receiving Party, in advance of any disclosure of Confidential Information, in non-confidential terms, of the nature of the proposed disclosure, and to afford the receiving Party the option of declining to receive the Confidential Information;
- c. Information which is disclosed orally shall not be considered Confidential Information unless it is reduced to writing or to a written summary which identifies the specific information to be considered as Confidential Information, and such writing is provided to the receiving Party at the time of disclosure or within thirty (30) days;
- d. To receive in confidence any Confidential Information; to use such Confidential Information only for purposes of performing work, services or analysis related to the Purpose and for other purposes only upon terms as may be agreed upon by the Parties in writing;
- e. To limit access to Confidential Information to a Party's employees, contractors, and agents who (i) have a need to know

the Confidential Information in order to participate in the Purpose; and (ii) have entered into a written agreement with the receiving Party that provides the same or greater protections to any Confidential Information as provided hereunder. Upon request, Authorized User shall provide a copy of each such agreement to Verizon Wireless; and

f. At the disclosing Party's request, to return promptly to the disclosing Party or to destroy any tangible copies of such Confidential Information, and make commercially reasonable efforts to erase all electronic or other intangible copies, and provide to the disclosing Party a list of all such material destroyed; provided, however, the receiving Party may retain Confidential Information as may reasonably form a part of the governance record of the receiving Party, and as necessary to comply with legal requirements pertaining to the retention of documents.

4. These obligations do not apply to Confidential Information that, as shown by reasonably documented proof:

- a. Was in the other Party's possession prior to receipt from the disclosing Party;
- b. Was received by one Party in good faith from a third party not subject to a confidential obligation to the other Party;
- c. Is or becomes publicly known without any breach of a confidential obligation by the receiving Party;
- d. Was developed by the receiving Party without its having access to any of the other Party's Confidential Information;
- e. Is authorized in writing by the disclosing Party to be released or is designated in writing by that Party as no longer being confidential or proprietary; or
- f. Is required to be disclosed by subpoena or other legal process, limited to the extent required by the terms of such subpoena or other legal process.

5. Authorized User agrees that Verizon Wireless may disclose Confidential Information to an Affiliate, subject to the terms and conditions set forth herein. "Affiliate" means (i) an entity that controls, is controlled by, or is under common control with Verizon Wireless; and (ii) Vodafone Group PLC, its affiliates and partner networks.

6. Other than as required by law or as set forth in Section 3(e), neither Party, without the other Party's prior written consent, shall disclose to any person, or make a public announcement of, the existence of this Agreement or any of its terms, or discussions or negotiations relating to the Purpose or any Confidential Information.

7. If a Party ("Ordered Party") receives a request to disclose any Confidential Information of the other Party, whether pursuant to a valid subpoena or an order issued by a court or regulatory body, governmental body or any political subdivision thereof ("Ordering Party"), or a request under applicable FOI laws, and on advice of legal counsel that disclosure is required by law, then prior to disclosure, the Ordered Party shall (i) notify the other Party of the terms of such request and advice, (ii)

cooperate with the other Party in taking lawful steps to resist, narrow, or eliminate the need for such disclosure, and (iii) if disclosure is nonetheless required, work with the other Party to take into account the other Party's reasonable requirements as to its timing, content and manner of making or delivery and use best efforts to obtain a protective order or other binding assurance from the Ordering Party that confidential treatment shall be afforded to such portion of the Confidential Information as is required to be disclosed. The foregoing is without limitation of the other Party's ability to seek a protective order or other relief limiting such disclosure; in such a case, the Ordered Party shall cooperate in such efforts with the other Party.

8. All disclosures of Confidential Information between the Parties pursuant to this Agreement shall be made by or under the supervision of an Authorized Contact (s) or Designated Coordinator for each Party. Such Authorized Contact(s) or Designated Coordinators for the Parties are as indicated on the face of the Verizon Wireless Local Government Entity Authorized User Agreement, as executed between the Parties.

Each Party may change its Authorized Contact(s) or Designated Coordinator at any time during the term of this Agreement by notifying the Authorized Contact(s) or Designated Coordinator for the other Party in writing.

9. It is agreed that a violation of this Agreement may cause irreparable harm to the non-violating Party and that Party shall be entitled, in addition to any other rights and remedies it may have at law or in equity, to seek an injunction enjoining the violating Party from doing or continuing to do any such act and any other violations or threatened violations of this Agreement. Absent a showing of willful violation of this Agreement, neither Party shall be liable to the other, whether in contract or in tort or otherwise, for special, indirect, incidental or consequential damages, including lost income or profits of any kind, even if such Party has been advised of the possibility thereof. In no event shall either Party be liable to the other for punitive or exemplary damages.

10. Neither disclosure of Confidential Information nor this Agreement shall be construed as a license to make, use or sell the Confidential Information or derived products, or as an agreement, promise or representation by either Party to do business with the other or to do anything except as set out specifically in this Agreement.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to any choice of law or conflicts of law principles, and both Parties consent to the exclusive jurisdiction of the federal or state courts in Illinois.

12. If any provision of this Agreement shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13. This Agreement may be executed originally or by facsimile, and in counterparts, each of which shall be deemed an original, and such counterparts together shall constitute one and the same instrument. When so executed and delivered by each Party to the other, this Agreement shall become binding.

14. This Agreement is the entire agreement between the Parties, and supersedes all prior agreements and understandings, with respect to use and nondisclosure of Confidential Information pertaining to the Purpose. This Agreement may be amended only by a writing executed by both Parties, shall not be assigned or transferred by either Party

without the prior written consent of the other, and shall be binding on successors and permitted assigns of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

AUTHORIZED USER
By:
Name:
Title:
Date:

CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS
By:
Name:
Title:
Date:

COUNCIL ACTION SUMMARY

SUBJECT:

An Ordinance authorizing execution of certain agreements be and between Verizon Wireless and the City of Elmhurst and to accept the proposal of Verizon Wireless for cellular phone service and additional services to be performed pursuant to said agreements.

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the Finance, Council Affairs and Administrative Services Committee, based on Verizon's reliability of service and Verizon's cost estimate for monthly service, the City Attorney prepared an ordinance to authorize execution of an amended Verizon Wireless Local Government Entity Authorized User Agreement and Mutual Nondisclosure Agreement, accept the proposal of Verizon for cellular phone service and authorize the request by the City of Elmhurst for additional equipment and services from Verizon as described herein.

MCO -10- 2011

AN ORDINANCE TO AMEND ARTICLE VI ENTITLED, "SPECIAL STOPS," OF
CHAPTER 44 ENTITLED, "MOTOR VEHICLES AND TRAFFIC," OF THE
MUNICIPAL CODE OF THE CITY OF ELMHURST, ILLINOIS
(Montrose Avenue at Rex Boulevard)
(Vallete Street at Rex Boulevard)
(Fairview Avenue at Prairie Path Lane)
(Sunnyside Avenue at Prairie Path Lane)

WHEREAS, pursuant to 625 ILCS 5/11-208(a)(6), the City of Elmhurst (the "City") is empowered to designate any intersection within its jurisdiction as a stop intersection and require all vehicles to stop at one or more entrances to such intersections; and

WHEREAS, the City conducted traffic studies with respect to certain intersections under its jurisdiction and determined that stop intersections were appropriate for eastbound Montrose Avenue at Rex Boulevard, eastbound Vallette Street at Rex Boulevard, northbound Fairview Avenue at Prairie Path Lane, and northbound Sunnyside Avenue at Prairie Path Lane; and

WHEREAS, the City deems it necessary and desirable to amend Chapter 44 of the Elmhurst Municipal Code.

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

SECTION 1. That Section 44.92 entitled, "Stop intersections enumerated," of Article VI entitled, "Special Stops," of Chapter 44 entitled, "Motor Vehicles and Traffic," of the Elmhurst Municipal Code is amended as follows:

By amending Section 44.92 (b) as follows:

By adding, the following language under "Streets and Roadways" in proper alphabetical order:

"Fairview Avenue at Prairie Path Lane"
"Sunnyside Avenue at Prairie Path Lane"

SECTION 2. That Section 44.92 entitled, "Stop intersections enumerated," of Article VI entitled, "Special Stops," of Chapter 44 entitled, "Motor Vehicles and Traffic," of the Elmhurst Municipal Code is further amended as follows:

By amending Section 44.92 (c) as follows:

By adding, the following language under "Streets and Roadways" in proper alphabetical order:

“Montrose Avenue at Rex Boulevard”
“Vallette Street at Rex Boulevard”

SECTION 3: That the Director of Public Works shall cause the appropriate signage to be posted.

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

SECTION 5. That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law, and after the installation of the appropriate signage.

Approved this _____ day of _____, 2011.

Peter P. DiCianni III, Mayor

Passed this _____ day of _____, 2011.

Ayes: _____ Nays: _____

Patty Spencer, City Clerk

CITY ACTION SUMMARY

SUBJECT: Ordinance-Revision of stop intersections

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Attached for City Council consideration is an Ordinance establishing stop intersections at each of the following locations:

- 1) eastbound Montrose Avenue at Rex Boulevard
- 2) eastbound Vallette Street at Rex Boulevard
- 3) northbound Vairview Avenue at Prairie Path Lane
- 4) northbound Sunnyside Avenue at Prairie Path Lane

MCO-11 -2011

AN ORDINANCE AMENDING ARTICLE II, ENTITLED
"RETAIL LICENSES," OF CHAPTER 36, ENTITLED
"LIQUOR," OF THE MUNICIPAL CODE OF ORDINANCES OF
THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS
(ANGELO'S)

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

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

WHEREAS, the City Council of the City of Elmhurst finds that it is necessary, desirable, proper and in the best interest of the City to amend the Municipal Code of Ordinances of the City of Elmhurst to provide for an additional classification of liquor license in the City.

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

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

Section 2. Section 36.09, entitled "Classification of Licenses," of Article II, entitled "Retail Licenses," of Chapter 36, entitled "Liquor," of the Municipal Code of Ordinances of the City of Elmhurst, as amended, is hereby further amended as follows:

39.09 – Classification of Licenses

Retail liquor licenses as issued under this Chapter are hereby divided into classes, as follows:

- (a) Class "B" licenses, shall authorize the retail sale of alcoholic beverages for consumption on the premises described in the license. Alcoholic liquor may be sold at retail in the original package by a Class "B" license, but only incidentally, to a customer making a purchase for consumption on the premises described in the license. Partially consumed bottles of wine sealed as required by Section 36.39(d) of this Chapter and accompanied by a dated receipt may be removed from the premises pursuant to said Section 36.39(d). No merchandise shall be displayed in original packages except on the back bar of said premises, and it shall be unlawful to advertise such merchandise in any other manner.
- (b) Class "PL" licenses shall authorize the retail sale of alcoholic liquor in original packages, and not for consumption on the premises where sold, on the premises specified, which shall not include convenience stores.
- (c) Class "CBW" licenses shall authorize the retail sale on the premises specified, of beer and wine only, only in original packages and not for consumption on the premises where sold. Such premises shall either be commercial stores or premises in which the primary business is the sale of drugs or the sale of foods and foodstuffs, commonly known as groceries or convenience stores, and only as an incident to such convenience store or drug or grocery business.
- (d) Class "C" licenses shall authorize the retail sale of alcoholic liquor by a club, to its members only and their guests, only by individual drink, and only for consumption within the premises maintained by the club.
- (e) Class "RSB" licenses shall authorize the retail sale of alcoholic liquor in restaurants and recreational facilities for consumption only on the premises, only from a service bar, without bar stools, and only at the table where food service is provided. Partially consumed bottles of wine sealed as required by Section 36.39(d) of this Chapter and accompanied by a dated receipt may be removed from the premises pursuant to said Section 36.39(d). No merchandise shall be displayed in the original package except as may be incidental to serving customers on the premises.
- (f) Class "RHA" licenses shall authorize the retail sale of alcoholic liquor in restaurants for consumption on the premises. A Class "RHA" licensee may, in addition to the sale of alcoholic liquor at a table where food service is provided, operate and sell alcoholic liquor in a room adjacent to and separate from the restaurant facility, so long as such room is on the licensed premises, is operated solely as a waiting area for restaurant patrons and occupies no more than ten (10) percent of the total floor area of the restaurant facility. Partially consumed bottles of wine sealed as required by Section 36.39(d) of this Chapter and accompanied by a dated receipt may be removed from the premises pursuant to said Section 36.39(d). No merchandise shall be displayed in original packages except on the back of the bar of such premises, and it shall be unlawful to advertise such merchandise in any other manner.

- (g) Class "RL" licenses shall authorize the retail sale of alcoholic liquor in restaurants for consumption only on the premises. A Class "RL" license may operate and sell alcoholic liquor in a room separate from the restaurant facility, but such room must be adjacent to and on the licensed premises, shall not exceed fifty (50) percent of the total floor area of the restaurant facility, and shall provide food service at all hours of operation except the last hour prior to closing. Partially consumed bottles of wine sealed as required by Section 36.39(d) of this Chapter and accompanied by a dated receipt may be removed from the premises pursuant to said Section 36.39(d). No merchandise may be displayed in the original package except on the back of the bar in such premises, and it shall be unlawful to advertise such merchandise in any other manner.
- (h) Class "D" licenses shall authorize the retail sale of alcoholic liquor, only by bona fide social, fraternal or religious organizations, only special occasions and at locations as approved by the local liquor commissioner, and only for consumption on the premises described in the license. In addition, Class "D" licenses shall authorize the retail sale of wine and beer by the not-for-profit sponsor of the City Fair, all as set forth in Section 36.35
- (i) A Class "BRW" license shall authorize the limited retail sale of beer in original packages not for consumption on the premises, when sold by a licensee engaged in the manufacture of beer, and only at the place of such manufacture. A Class "BRW" licensee shall, as a condition of such license, be the holder of a Class 3 Brewer's license issued by the State of Illinois. Limited retail sales shall be those sales incident to promotion of the brewery facility, and without display or advertising of the retail sale of beer other than within the licensed premises.
- (j) A Class "PD" license shall authorize the retail sale of alcoholic liquor by the Elmhurst Park District, only by individual drink and only for consumption within the premises known as the Lizzadro Museum of Lapidary Arts located at 220 Cottage Hill, Elmhurst, Illinois, and within the premises known as the Courts Plus located at 186 South West Avenue, Elmhurst, Illinois, and only at and during one-day events organized and supervised by the Park District, which one-day events shall not exceed forty (40) per calendar year.
- (k) Class "H" licenses shall authorize the retail sale of alcoholic liquor for consumption on the premises where the business is that of a hotel. Partially consumed bottles of wine sealed as required by Section 36.39(d) of this Chapter and accompanied by a dated receipt may be removed from the premises pursuant to said Section 36.39(d).
- (l) Class "SPR" licenses shall authorize the retail sale of spirits, as such term is defined in the Liquor Control Act of 1934 (235 ILCS 5/1-1, et seq.) in coffee bars for consumption on the premises only, only from a service bar without bar stools, and only at the table where coffee, tea or food service is provided. The service of

spirits without the purchase and service of coffee or tea is prohibited. Spirits shall be served in a cup or glass which by shape, color or other means is distinct from the cup or glass used for the service of nonalcoholic beverages, as approved by the local liquor commissioner. No merchandise shall be displayed in the original package and it shall be unlawful to advertise such merchandise in any other manner.

- (m) Class "SPB" licenses shall authorize the sale of alcoholic liquor in restaurants for consumption only on the premises, only from a service bar, without bar stools, and only at the table where food service is provided. In addition, a Class "SPB" license shall authorize the limited retail sale of specialty house beer in original packages and not for consumption on the premises where sold, on the premises specified in the license. The display or advertising of the retail sale of such beer shall be permitted provided such display or advertising is not visible from outside the premises. As used herein, specialty house beer shall mean a beer as defined in the Liquor Control Act of 1934 (235 ILCS 5/1-1, et seq.) and a beer brewed for and bearing the name of the liquor establishment at which it is sold. Only one brand of beer for consumption off-premise shall be permitted to be sold for each "SPB" license.

- (n) Class "WB" liquor license shall authorize the retail sale of wine and beer only, and only in its original package or when sold in gift boxes or in gift baskets; provided, however, that the "WB" liquor license shall also authorize wine and beer tastings, to a maximum of three per day per consumer only of products registered with the Illinois State Liquor Commission, consisting of no more than one ounce of wine or two ounces of beer. Tastings must be conducted by the licensee or a registered tasting representative in accordance with the rules and regulations of the Illinois Liquor Control Commission. A "WB" liquor license shall not be granted or retained for any premises whose primary business is that of a convenience store.

- (o) A Class "WBB" liquor license shall authorize the retail sale of bottled wines and premium beers only, and only in the original package in an establishment that specializes principally in fine bottled wines and not for consumption on the premises where sold provided, however that a "WBB" liquor license shall also authorize the sale of wine and premium beers by the glass, for consumption on the premises subject to the following conditions:
 - (1) Seating for patrons consuming wine or premium beer on the premises is limited to the lesser of three percent of the total square footage of the licensed premises or sixty (60) seats;

 - (2) The principal stock in trade of such establishment is fine wines and premium beers, with ancillary sales being limited to wine related accessories, small packages of gourmet food products and specialty gift products, such as fine food accessories;

- (3) The size of the establishment does not exceed three thousand (3,000) square feet in total area. A "WBB" liquor license shall not be granted or retained for any premises whose primary business is that of a convenience store.
- (p) Class "TWS" liquor license shall authorize the retail sale of wine only and only in its original package and not for consumption on the premises where sold. Sales shall be made only electronically via the internet or via telephone. No wine shall be transferred to the customer at the licensed premises and all wine sold shall be delivered via Federal Express, UPS or a similar overnight courier service, to be delivered to the customer at his residence or place of business.
- (q) Class "WBBS" liquor license shall authorize the retail sale of bottled wines and premium beers in the original package in an establishment that specializes principally in fine bottled wines and not for consumption on the premises where sold, provided, however, that a "WBBS" liquor license shall further authorize the sale of wine, premium beers and spirits by the glass, for consumption on the premises, subject to the following conditions:
- (1) Seating for patrons consuming wine or premium beer on the premises is limited to the lesser of three percent of the total square footage of the licensed premises or sixty (60) seats;
 - (2) The principal stock in trade of such establishment is fine wines and premium beers, with ancillary sales being limited to spirits by the glass, wine-related accessories, small packages of gourmet food products and specialty gift products, such as fine food accessories; and
 - (3) The size of the establishment does not exceed three thousand (3,000) square feet in total area. A "WBBS" liquor license shall not be granted or retained for any premises whose primary business is that of a convenience store.
- (r) A Class "CBBW" shall authorize the retail sale of beer and wine only, only in the original packages and not for consumption on the premises where sold. Such premises shall be commercial stores or establishments where the primary business is the sale of quality gourmet groceries, sandwiches, fresh baked goods and hybrid fuels. The sale of beer and wine shall be incidental to the primary business of the licensed establishment. A "CBBW" license shall be further subject to the following conditions:
- (1) The sale of beer and wine shall be made at a cash register or point of sale dedicated solely to the sale of beer and wine only, and located no less than ten (10) feet from any cash register or point of sale capable of ringing up or selling gasoline or other products offered for sale other than beer or wine;

- (2) Floor displays of beer and wine shall be at least ten (10) feet from any point of ingress or egress and floor displays of beer and wine shall not be stacked or stored so as to obstruct the view of the interior of the Premises from the exterior of the premises;
 - (3) The floor area of the store open to the public shall be no less than three thousand two hundred (3,200) square feet and inventory and displays of beer and wine shall not exceed one thousand two hundred (1,200) square feet inclusive of chilling coolers;
 - (4) The interior of walk-in chilling coolers shall be monitored by a closed circuit video or television monitoring system;
 - (5) A "CBBW" license shall not authorize or permit the sale of individual cans or bottles of beer or wine in bottles or containers smaller than seven hundred fifty (750) ml; and
 - (6) No sales of beer or wine shall be made from a drive-thru window or drive-thru point of sale.
- (s) A Class "DL" liquor license shall authorize the retail sale of alcoholic liquor by bona fide, social, fraternal, or religious organizations, only for consumption on the licensed premises and only for limited special events or special occasions not to exceed one hundred twenty (120) such events during each license year.
- (1) For purposes of this subsection (s), a "special occasion" or a "special event" shall be defined as the sale or delivery of alcoholic liquor to patrons on the licensed premises between the hours of 6:00 a.m. on any Monday, Tuesday, Wednesday or Thursday and 12:45 a.m. on the following day, or between the hours of 6:00 a.m. on any given Friday or Saturday and 1:45 a.m. on the following day or between the hours of 12:00 noon on any given Sunday and 12:45 a.m. on the following day.
 - (2) The holder of a Class "DL" retail local liquor license shall, no later than the last day of each month, provide the City Clerk with a written list of all scheduled special occasions or special events to be held at the licensed premises during the following month.
 - (3) No Class "DL" local liquor license shall be issued to any person, partnership, corporation or club that does not first satisfy all requirements for issuance of a City of Elmhurst retail local liquor license as provided in this Chapter 36.
- (t) A Class "RPDL" liquor license shall authorize the sale of alcoholic liquor in restaurants for consumption on the premises. The holder of a Class "RPDL"

liquor license is also authorized to sell beer and wine, only in its original package for consumption off premises, in a room separate from the restaurant facility, where ready-to-eat food products are sold, commonly known as a delicatessen, but such delicatessen must be adjacent to and on the licensed premises. The Class "RPDL" liquor license shall authorize the consumption of alcohol to customers dining in the delicatessen, only when point of sale for said liquor is made at the bar in the restaurant portion of the facility. The display or advertising of the retail sale of beer and wine shall be permitted, provided such display or advertising is not visible from outside the premises. The holder of a "RPDL" liquor license is also authorized to sell alcoholic liquor for consumption at a banquet facility located on the licensed premises to customers for special occasions or special events.

- (1) For purposes of this subsection (t), a "special occasion" or a "special event" shall be defined as the sale or delivery of alcoholic liquor to patrons on the licensed premises between the hours of 6:00 a.m. on any Monday, Tuesday, Wednesday or Thursday and 12:45 a.m. on the following day; or between the hours of 6:00 a.m. on any given Friday or Saturday and 1:45 a.m. on the following day or between the hours of 12:00 noon on any given Sunday and 12:45 a.m. on the following day.
- (2) The holder of a Class "RPDL" liquor license shall operate its restaurant, delicatessen and banquet facility under single ownership.
- (3) No Class "RPDL" liquor license shall be issued to any person, partnership, corporation or club that does not first satisfy all requirements for issuance of a City of Elmhurst retail local liquor license as provided in this Chapter 36.

Section 3. Section 36.10, entitled "Terms – Fees," of Article II, entitled "Retail Licenses," of Chapter 36, entitled "Liquor," of the Municipal Code of Ordinances of the City of Elmhurst, as amended, is hereby further as follows:

36.10 - Terms—Fees

- (a) The term of each license issued hereunder shall be from July 1 of each calendar year to June 30 of the following calendar year, provided that licenses in effect as of March 1, 1996, shall expire on February 28, 1997.
- (b) The fee for the various classes of licenses shall be as follows:

License	Annual Fee		
	1992	1993	Subsequent Years

B	\$ 2,600	\$ 3,000	See 36.10(c)
PL	2,600	3,000	See 36.10(c)
CBW	1,500	See 36.10(c)	See 36.10(c)
C	1,500	See 36.10(c)	See 36.10(c)
RSB	1,200	See 36.10(c)	See 36.10(c)
RHA	1,500	See 36.10(c)	See 36.10(c)
RL	2,600	3,000	See 36.10(c)
D	50	50	See 36.10(c)
BRW	550	See 36.10(c)	See 36.10(c)
PD	- 0 -	- 0 -	See 36.10(c)
H	2,500	See 36.10(c)	See 36.10(c)
SPR	N/A	N/A	See 36.10(c)
SPB	N/A	N/A	See 36.10(c)

- (c) The annual fee for Class "CBW," "C," "RSB," "RHA" and "H" licenses for 1993 shall be equal to the 1992 fee increased by the annual percentage increase in the Consumer Price Index-All Urban Consumers as published by the federal government (CPI). In 1994 and subsequent years, annual fees for all license classes shall be increased in January of each year by an amount equal to the annual percentage increase in the CPI for the year immediately preceding. The annual fee for a Class "CBBW" liquor license for 2009 shall be two thousand five hundred (\$2,500.00) dollars; in subsequent years, the fee shall be increased in July of each year by an amount equal to the annual percentage increase in the CPI for the year immediately preceding.

The annual fee for Class "SPB" licenses for 1996 shall be one thousand three hundred thirty-five dollars (\$1,335.00); in subsequent years the annual fee shall be increased in January of each year by an amount equal to the annual percentage increase in the CPI for the year immediately preceding.

The annual fee for Class "SPR" licenses for 1996 shall be one thousand three hundred thirty-one dollars (\$1,331.00); in subsequent years the annual fee shall be increased in January of each year by an amount equal to the annual percentage increase in the CPI for the year immediately preceding.

The annual fee for Class "WB" licenses for 2001 shall be two thousand dollars (\$2,000.00); in subsequent years the fee shall be increased in July of each year by an amount equal to the annual percentage increase in the CPI for the year immediately preceding.

The annual fee for a Class "IWS" license for 2002 shall be one thousand dollars (\$1,000.00); in subsequent years the fee shall be increased in July of each

year by an amount equal to the annual percentage increase in the CPI for the year immediately preceding.

The annual fee for Class "WBB" licenses for 2007 shall be three thousand dollars (\$3,000.00); in subsequent years the fee shall be increased in July of each year by an amount equal to the annual percentage increase in the CPI for the year immediately preceding.

The annual fee for a Class "WBBS" liquor license for 2009 shall be four thousand three hundred fifty-one dollars (\$4,351.00); in subsequent years, the fee shall be increased in July of each year by an amount equal to the annual percentage increase in the CPI for the year immediately preceding.

The annual fee for a Class "DL" liquor license for 2010 shall be seven hundred fifty dollars (\$750.00); in subsequent years, the fee shall be increased in July of each year by an amount equal to the annual percentage increase in the CPI for the year immediately preceding.

The annual fee for Class "RPDL" licenses for 2011 shall be four thousand nine hundred fifty dollars (\$4,950.00); in subsequent years the annual fee shall be increased in January of each year by an amount equal to the annual percentage increase in the CPI for the year immediately preceding.

- (d) License fees may be prorated for persons or firms not holding a liquor license at the time of application according to the following schedule:

Period	Prorated Fee
For licenses issued between July 1 through September 30 of each year	100% of full license fee
For licenses issued between October 1 through December 31 of each year	75% of full license fee
For licenses issued between January 1 through March 31 of each year	50% of full license fee
For licenses issued between April 1 through June 30 of each year	25% of full license fee

There shall be no refund of a license fee for any portion of a license period during which the licensee ceases to engage in the business of selling alcoholic liquor.

- (e) The annual fee shall be due and payable on or before that date which is five business days prior to June 30 in each year. Notwithstanding any provision of this Chapter to the contrary, licenses in effect as of March 1, 1996 shall expire as of March 1, 1997, provided such licenses may be renewed upon payment of a sum equal to one hundred thirty-three and one-third (133 1/3%) percent of the then current annual license fee, with such fee being due and payable on or before February 24, 1997. All renewals shall be subject to all other license qualifications.

No licensee shall continue to engage in the business of selling alcoholic liquor after expiration of a license, unless the required fee has been paid.

- (f) All required fees shall be paid to the City Clerk, in cash or by certified or cashier's check, at the time of issuance of the license after approval of the local liquor commissioner pursuant to Section 36.07 of this Chapter. All such fees shall be forthwith deposited with the City Treasurer.
- (g) It is the intention of the City to review and, if justified, adjust license fees annually based upon the costs and expenses incurred by the City to administer this Chapter; provided, however, that nothing herein shall require such review nor impair or prohibit any adjustment in fees as may from time to time be approved by the City Council.

Section 4. Section 36.11, entitled "Limitation on Number of Licenses," of Article II, entitled "Retail Licenses," of Chapter 36, entitled "Liquor," of the Municipal Code of Ordinances of the City of Elmhurst, as amended, is hereby further amended as follows:

36.11 – Limitation on Number of Licenses

The number of licenses in each classification, as defined in Section 36.09 of this Chapter, which shall be lawful to issue shall be limited so that the licenses in force and effect at any time shall not exceed the following

License Class	Maximum Number of Licenses
B	9
PL	10
CBBW	1
CBW	5
C	1
RSB	16
RHA	2
RL	13
D	unlimited
BRW	0
PD	1
H	4
SPR	0

SPB	0
WB	2
IWS	1
WBB	1
WBBS	2
DL	1
RPDL	1

Section 5. All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

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

Approved this _____ day of _____, 2011.

Peter P. DiCianni, Mayor

Passed this _____ day of _____, 2011.

Ayes: _____ Nays: _____

Patty Spencer, City Clerk

COUNCIL ACTION SUMMARY

SUBJECT: Ordinance to amend Article II entitled "Retail Licenses" of Chapter 36 entitled "Liquor" of the Municipal Code of Ordinances of the City of Elmhurst

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER: At the direction of the Public Affairs and Safety Committee, the City Attorney prepared the necessary Ordinance to amend the Municipal Code to provide for an additional classification of liquor license in the City; such classification being a Class "RPDL" liquor license.

**A RESOLUTION AUTHORIZING
THE ISSUANCE OF A NOTICE OF AWARD FOR
2011 ASPHALT REJUVENATING TREATMENT CONTRACT**

WHEREAS, the City of Elmhurst (hereinafter the "City") sent invitations to bid to qualified contractors, and publicly advertised for sealed bids for the 2011 Asphalt Rejuvenating Treatment Contract (hereinafter the "Project"); and

WHEREAS, Instructions to Bidders and proposal forms (hereinafter referred to as the "Bid Documents") were made available to prospective bidders; and

WHEREAS, in the Bid Documents, the bid for the Project calls for the application of Reclamite, a preservative seal, to approximately seventy thousand (70,000) square yards of asphalt pavement in the City; and

WHEREAS, the City received and evaluated bids from two (2) potential contractors; and

WHEREAS, the City's Public Works and Buildings Committee reviewed the bids and has recommended that Corrective Asphalt Materials, LLC of South Roxana, Illinois (hereinafter "CAM") be found to have provided the lowest responsive bid for the Project; and

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

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

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

Section 2. It is hereby determined that it is advisable, necessary and in the public interest

that the City agree to the 2011 Asphalt Rejuvenating Treatment Contract.

Section 3. It is hereby determined that CAM is the lowest responsible bidder for the Project, and CAM has not been disqualified from bidding, and its proposal met, without exception, all of the requirements of the Bid Documents.

Section 4. The City Council does hereby determine that it is in the best interests of the City to enter into a contract for this Project, and does hereby direct that a Notice of Award be issued to CAM for the Project at the prices set forth in its proposal.

Section 5. The Mayor is hereby authorized to execute, and the City Clerk is hereby authorized to attest to the Notice of Award for the Project, which Notice of Award is attached hereto marked as Exhibit "A" and made a part hereof.

Section 6. The Mayor is hereby authorized to execute, and the City Clerk is hereby authorized to attest to the contract with CAM for the 2011 Asphalt Rejuvenating Treatment Contract, which contract is attached hereto as Exhibit "B" and made a part hereof, provided that CAM returns to the City, within ten (10) days of receipt of the Notice of Award, an executed contract with all other necessary written contract documents attached, properly executed by it, along with the proper contract bonds and certificates of insurance.

Section 7. The general prevailing rate of wages in DuPage County, Illinois, for each craft or type of worker or mechanic needed to execute the contract or perform the work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor, shall be paid for each craft or type of worker needed to execute the contract or to perform such work.

Section 8. This Resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this ____ day of _____, 2011, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2011.

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

ATTESTED and filed in my office,
this ____ day of _____, 2011.

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

COUNCIL ACTION SUMMARY

SUBJECT: Resolution Authorizing the Issuance of a Notice of Award for the 2011 Asphalt Rejuvenating Treatment Contract

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

The City authorized the advertisement of bids for the 2011 Asphalt Rejuvenating Treatment Contract. There were two contractors that bid for this project. Upon the Public Works and Buildings Committee's review of the bids, it was determined that Corrective Asphalt Materials, LLC of South Roxana, Illinois was found to be the lowest responsible bidder.

EXHIBIT "A"
NOTICE OF AWARD

TO: Corrective Asphalt Materials, LLC
300 Daniel Boone Trail
South Roxana, Illinois 62087

PROJECT DESCRIPTION: 2011 Asphalt Rejuvenating Treatment Contract

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

YOU ARE HEREBY NOTIFIED that your bid has been accepted for items in the amount of Forty-Five Thousand Five Hundred and 00/100ths Dollars (\$45,500.00), subject to the execution of the Contract and the furnishing of the proper bonds and insurance.

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

Dated this ____ day of _____, 2011.

City of Elmhurst, Illinois,

By: _____
Peter P. DiCianni III, Mayor of the City of
Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,
this ____ day of _____, 2011.

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

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by
_____, this ____ day of _____, 2011.

Corrective Asphalt Materials, LLC
By: _____

CONTRACT

This Contract is made this ___ day of _____, 2011, between the City of Elmhurst, the City, and Corrective Asphalt Materials, LLC, the Contractor, for the **2011 Concrete Pavement Patching Program, Project 11-09**.

The Contractor hereby agrees as hereinafter set forth:

1. **The Work.** For and in consideration of the payments to be made by the City to the Contractor, and according to the terms of the Contract, the City and the Contractor agree that the Contractor at its own proper cost and expense shall perform all of the work required for the **2011 Concrete Pavement Patching Program, Project Number 11-09**, in the City of Elmhurst, DuPage County, Illinois, and to furnish all materials and labor necessary to complete the Work and in full compliance with all of the terms and the requirements of this agreement in strict compliance with the contract documents, which contract documents are made an essential part of this Contract.

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

The total contract price is Forty-Five Thousand Five Hundred and 00/100ths Dollars (\$45,500.00).

3. **Contract Time.** The Work will commence expeditiously after the date the City gives the Contractor written notice to proceed. The Contractor shall complete the contract work by October 15, 2011, unless an extension of time is granted in accordance with the Specifications.

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

5. **Assignment of Contract.** The Contract shall be deemed to be exclusive between City and Contractor. This Contract shall not be assigned by the Contractor without first obtaining permission in writing from the City. The City may refuse to accept any substitute Contractor for any reason.

6. **Notices.** Written notices between City and Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

a. If to City:

City of Elmhurst
209 North York Road
Elmhurst, Illinois 60126
Attn: Mr. Jimmy S. Hirakawa, P.E., Street Superintendent

b. If to Contractor:

Attn: _____

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

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

- (a) Addenda, if any (none unless indicated here) _____
- (b) Notice to Bidders and Invitation for Bids
- (c) Table of Contents
- (d) Instructions to Bidders
- (e) Proposal Bid Bond
- (f) Proposal
- (g) Contractor's Certification
- (h) City of Elmhurst Qualification Forms
- (i) Affidavit of Availability
- (j) Contract Bond
- (k) Contract
- (l) Specifications
- (m) Check Sheet for Recurring Special Provisions
- (n) Special Provisions
- (o) Standard Specifications for Road and Bridge Construction adopted January 1, 2007, as amended by the ERRATA to the Standard Specifications for Road and Bridge Construction, adopted January 1, 2007 and revised January 1, 2011; all of the Supplemental Specifications listed in the contract documents and those Recurring Special Provisions and Recurring Local Roads and Streets Special Provisions, adopted January 1, 2011, indicated on the Check Sheet included in the contract documents supplement the Standard Specifications for Road and Bridge Construction, the Bureau of Design and Environment (BDE) Special Provisions, indicated on the Check Sheet included in the contract documents, the Local Roads

Special Provisions, LR 105, "Cooperation with Utilities"; LR 107-4, "Insurance"; LR 107-5 "Substance Abuse Prevention Program" and the "Manual for Materials Inspection," January 1, 2007, all issued by the State of Illinois, Department of Transportation and the "National Manual on Uniform Traffic Control Devices for Streets and Highways" supplemented by the "Illinois Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways" (2009 Edition) issued by the Illinois Department of Transportation

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

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

In case of conflict between the terms contained herein and those contained in the General Conditions, the terms herein shall control. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the City and Contractor. This Contract is executed that day and year first written above.

8. Contractor Investigation. The Contractor represents that it has, before executing this Contract, carefully examined the provisions of this Contract, inspected in detail the site of the proposed Work, investigated and become familiar with all the local conditions affecting the contract and is fully acquainted with the detailed requirements of the Work. By executing this Contract the Contractor conclusively assures and warrants to the City that it has made these examinations and that it understands all requirements for the performance of the Work. The Contractor shall be responsible for all errors resulting from its failure or neglect to comply with the provisions of the Contract and agrees that the City will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from a failure or neglect of the Contractor to make these examinations.

City: **City of Elmhurst**

Contractor: _____

By: _____
Peter DiCianni, Mayor

By: _____
, President

Attest:

Attest:

By: _____
Patty Spencer, City Clerk

By: _____
, Secretary

R - 29 - 2011

**A RESOLUTION AUTHORIZING
THE ISSUANCE OF A NOTICE OF AWARD FOR
THE 2011 CONCRETE PAVEMENT PATCHING
PROGRAM FOR THE CITY OF ELMHURST, ILLINOIS**

WHEREAS, the City of Elmhurst (hereinafter the "City") sent invitations to bid to qualified contractors, and publicly advertised for sealed bids for the 2011 Concrete Pavement Patching Program (hereinafter the "Project"); and

WHEREAS, Instructions to Bidders and proposal forms (hereinafter referred to as the "Bid Documents") were made available to prospective bidders; and

WHEREAS, in the Bid Documents, the bid for the Project calls for the removal and replacement of deteriorated concrete pavement, curb, and gutter at various locations throughout the City; and

WHEREAS, the City received and evaluated bids from eight (8) potential contractors; and

WHEREAS, the City's Public Works and Buildings Committee reviewed the bids and has recommended that Kings Point General Cement, Inc. of Bensenville, Illinois (hereinafter "Kings Point") be found to have provided the lowest responsive bid for the Project; and

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

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

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

Section 2. It is hereby determined that it is advisable, necessary and in the public interest

that the City contract for the 2011 Concrete Pavement Patching Program.

Section 3. It is hereby determined that Kings Point is the lowest responsible bidder for the Project, and Kings Point has not been disqualified from bidding, and its proposal met, without exception, all of the requirements of the Bid Documents.

Section 4. The City Council does hereby determine that it is in the best interests of the City to enter into a contract for this Project, and does hereby direct that a Notice of Award be issued to Kings Point for the Project at the prices set forth in its proposal.

Section 5. The Mayor is hereby authorized to execute, and the City Clerk is hereby authorized to attest to the Notice of Award for the Project, which Notice of Award is attached hereto marked as Exhibit "A" and made a part hereof.

Section 6. The Mayor is hereby authorized to execute, and the City Clerk is hereby authorized to attest to the contract with Kings Point for 2011 Concrete Pavement Patching Program, which contract is attached hereto as Exhibit "B" and made a part hereof, provided that Kings Point returns to the City, within ten (10) days of receipt of the Notice of Award, an executed contract with all other necessary written contract documents attached, properly executed by it, along with the proper contract bonds and certificates of insurance.

Section 7. The general prevailing rate of wages in DuPage County, Illinois, for each craft or type of worker or mechanic needed to execute the contract or perform the work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor, shall be paid for each craft or type of worker needed to execute the contract or to perform such work.

Section 8. This Resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this ____ day of _____, 2011, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2011.

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

ATTESTED and filed in my office,
this ____ day of _____, 2011.

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

COUNCIL ACTION SUMMARY

SUBJECT: Resolution Authorizing the Issuance of a Notice of Award for the 2011 Contract Pavement Patching Program

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

The City authorized the advertisement of bids for the 2011 Concrete Pavement Patching Program. There were eight contractors that bid for this project. Upon the Public Works and Buildings Committee's review of the bids, it was determined that Kings Point General Cement, Inc. of Bensenville, Illinois was found to be the lowest responsible bidder.

EXHIBIT "A"
NOTICE OF AWARD

TO: Kings Point General Cement, Inc.
920 County Line Road
Bensenville, Illinois 60106

PROJECT DESCRIPTION: City of Elmhurst 2011 Concrete Pavement Patching Program

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

YOU ARE HEREBY NOTIFIED that your bid has been accepted for items in the amount of One Hundred Five Thousand Three Hundred Fifty and 00/100ths Dollars (\$105,350.00), subject to the execution of the Contract and the furnishing of the proper bonds and insurance.

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

Dated this ____ day of _____, 2011.

City of Elmhurst, Illinois,

By: _____
Peter P. DiCianni III, Mayor of the City of
Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,
this ____ day of _____, 2011.

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

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by
_____, this ____ day of _____, 2011.

Kings Point General Cement, Inc.
By:

CONTRACT

This Contract is made this ___ day of _____, 2011, between the City of Elmhurst, the City, and Kings Point General Cement, Inc., the Contractor, for the **2011 Asphalt Rejuvenating Treatment Contract, Project 11-03**.

The Contractor hereby agrees as hereinafter set forth:

1. **The Work.** For and in consideration of the payments to be made by the City to the Contractor, and according to the terms of the Contract, the City and the Contractor agree that the Contractor at its own proper cost and expense shall perform all of the work required for the **2011 Asphalt Rejuvenating Treatment Contract, Project 11-03**, in the City of Elmhurst, DuPage County, Illinois, and to furnish all materials and labor necessary to complete the Work and in full compliance with all of the terms and the requirements of this agreement in strict compliance with the contract documents, which contract documents are made an essential part of this Contract.

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

The total contract price is One Hundred Five Thousand Three Hundred Fifty and 11/100ths Dollars (\$105,350.00).

3. **Contract Time.** The Work will commence after the date the City gives the Contractor written notice to proceed. The Contractor shall complete the contract work by October 28, 2011, unless an extension of time is granted in accordance with the Specifications.

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

5. **Assignment of Contract.** The Contract shall be deemed to be exclusive between City and Contractor. This Contract shall not be assigned by the Contractor without first obtaining permission in writing from the City. The City may refuse to accept any substitute Contractor for any reason.

6. **Notices.** Written notices between City and Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

a. If to City:

City of Elmhurst
209 North York Road
Elmhurst, Illinois 60126
Attn: Mr. Jimmy S. Hirakawa, P.E., Street Superintendent

b. If to Contractor:

Attn: _____

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

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

- (a) Addenda, if any (none unless indicated here) _____
- (b) Notice to Bidders and Invitation for Bids
- (c) Table of Contents
- (d) Instructions to Bidders
- (e) Proposal Bid Bond
- (f) Proposal
- (g) Contractor's Certification
- (h) City of Elmhurst Qualification Forms
- (i) Contract Bond
- (j) Contract
- (k) Specifications
- (l) Check Sheet for Recurring Special Provisions
- (m) Special Provisions
- (n) Standard Specifications for Road and Bridge Construction adopted January 1, 2007, as amended by the ERRATA to the Standard Specifications for Road and Bridge Construction, adopted January 1, 2007 and revised January 1, 2011; all of the Supplemental Specifications listed in the contract documents and those Recurring Special Provisions and Recurring Local Roads and Streets Special Provisions, adopted January 1, 2011, indicated on the Check Sheet included in the contract documents supplement the Standard Specifications for Road and Bridge Construction, the Bureau of Design and Environment (BDE) Special Provisions, indicated on the Check Sheet included in the contract documents, the Local Roads Special Provisions, LR 107-4, "Insurance"; LR 107-5 "Substance Abuse Prevention Program" and the "Manual for Materials Inspection," January 1, 2007, all issued by the State of Illinois, Department of Transportation and the "National Manual on Uniform Traffic Control Devices for Streets and Highways" (2009 Edition) supplemented by the "Illinois

Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways" issued by the Illinois Department of Transportation.

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

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

In case of conflict between the terms contained herein and those contained in the General Conditions, the terms herein shall control. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the City and Contractor. This Contract is executed that day and year first written above.

8. Contractor Investigation. The Contractor represents that it has, before executing this Contract, carefully examined the provisions of this Contract, inspected in detail the site of the proposed Work, investigated and become familiar with all the local conditions affecting the contract and is fully acquainted with the detailed requirements of the Work. By executing this Contract the Contractor conclusively assures and warrants to the City that it has made these examinations and that it understands all requirements for the performance of the Work. The Contractor shall be responsible for all errors resulting from its failure or neglect to comply with the provisions of the Contract and agrees that the City will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from a failure or neglect of the Contractor to make these examinations.

City: City of Elmhurst

Contractor: _____
(Name of Contractor)

By: _____
Peter DiCianni, Mayor

By: _____
(Name of Owner or Officer), (Title or Office)

Attest:

Attest:

By: _____
Patty Spencer, City Clerk

By: _____
(Name of Officer Attesting) (Title or Office)

**A RESOLUTION AUTHORIZING
THE ISSUANCE OF A NOTICE OF AWARD FOR THE
GENERATOR REPLACEMENT AT THE ELMHURST
WASTEWATER TREATMENT PLANT**

WHEREAS, the City of Elmhurst (hereinafter the "City") sent invitations to bid to qualified contractors, and publicly advertised for sealed bids for the Generator Replacement at the Elmhurst Wastewater Treatment Plant (hereinafter the "Project"); and

WHEREAS, Instructions to Bidders and proposal forms (hereinafter referred to as the "Bid Documents") were made available to prospective bidders; and

WHEREAS, in the Bid Documents, the bid for the Project called for the removal and replacement of the existing dual fuel (natural gas/digester gas) generator at the City of Elmhurst's Wastewater Treatment Plant at 625 S. Route 83 in the City; and

WHEREAS, the City received and evaluated bids from four (4) potential contractors; and

WHEREAS, the City's Public Works and Buildings Committee reviewed the bids and has recommended that Newcastle Electric, Inc. of Itasca, Illinois (hereinafter "Newcastle") be found to have provided the lowest responsive bid for the Project; and

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

WHEREAS, the City has been awarded an Energy Efficiency and Conservation Block Grant in the amount of One Hundred Fifty-Five Thousand Three Hundred and 00/100ths Dollars (\$155,300.00).

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

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

Section 2. It is hereby determined that it is advisable, necessary and in the public interest that the City contract for the Generator Replacement at the Elmhurst Wastewater Treatment Plant.

Section 3. It is hereby determined that Newcastle is the lowest responsible bidder for the Project, and Newcastle has not been disqualified from bidding, and its proposal met, without exception, all of the requirements of the Bid Documents.

Section 4. The City Council does hereby determine that it is in the best interests of the City to enter into a contract for this Project, and does hereby direct that a Notice of Award be issued to Newcastle for the Project at the prices set forth in its proposal, provided that, One Hundred Fifty-Five Thousand Three Hundred and 00/100ths Dollars (\$155,300.00) of the cost of the Project shall be paid for by the Energy Efficiency and Conservation Block Grant awarded to the City.

Section 5. The Mayor is hereby authorized to execute, and the City Clerk is hereby authorized to attest to the Notice of Award for the Project, which Notice of Award is attached hereto marked as Exhibit "A" and made a part hereof.

Section 6. The Mayor is hereby authorized to execute, and the City Clerk is hereby authorized to attest to the contract with Newcastle for the Generator Replacement at the Elmhurst Wastewater Treatment Plant, which contract is attached hereto as Exhibit "B" and made a part hereof, provided that Newcastle returns to the City, within ten (10) days of receipt of the Notice of Award, an executed contract with all other necessary written contract documents attached, properly executed by it, along with the proper contract bonds and certificates of insurance.

Section 7. The general prevailing rate of wages in DuPage County, Illinois, for each craft or type of worker or mechanic needed to execute the contract or perform the work, also the general

prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor, shall be paid for each craft or type of worker needed to execute the contract or to perform such work.

Section 8. This Resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this ____ day of _____, 2011, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2011.

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

ATTESTED and filed in my office,
this ____ day of _____, 2011.

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

COUNCIL ACTION SUMMARY

SUBJECT: Resolution Authorizing the Issuance of a Notice of Award for the Generator Replacement at the Elmhurst Wastewater Treatment Plant

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

The City authorized the advertisement of bids for the Generator Replacement at the Elmhurst Wastewater Treatment Plant. There were four contractors that bid for this project. Upon the Public Works and Buildings Committee's review of the bids, it was determined that Newcastle Electric, Inc. of Itasca, Illinois was found to be the lowest responsible bidder.

EXHIBIT "A"
NOTICE OF AWARD

TO: Newcastle Electric, Inc.
1505 Industrial Drive
Itasca, Illinois 60143

PROJECT DESCRIPTION: Generator Replacement at the Elmhurst Wastewater Treatment Plant

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

YOU ARE HEREBY NOTIFIED that your bid has been accepted for items in the amount of Three Hundred Twenty Thousand and 00/100ths Dollars (\$320,000.00), subject to the execution of the Contract and the furnishing of the proper bonds and insurance.

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

Dated this ____ day of _____, 2011.

City of Elmhurst, Illinois,

By: _____
Peter P. DiCianni III, Mayor of the City of
Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,
this ____ day of _____, 2011.

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

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by
_____, this ____ day of _____, 2011.
Newcastle Electric, Inc.
By: _____

EXHIBIT "B"
CONTRACT

This Contract is made this ____ day of _____ 20__ between the City of Elmhurst, the City, and Newcastle Electric, Inc., the Contractor, for the Generator Replacement at the Elmhurst Wastewater Treatment Plant.

The Contractor hereby agrees as hereinafter set forth:

1. **The Work.** For and in consideration of the payments to be made by the City to the Contractor, and according to the terms of the Contractor's Certification, the Contract Bond, and the project drawings, the City and the Contractor agree that the Contractor at its own proper cost and expense shall perform the following Work:

removal of the existing generator and the provision and installation of a new generator and related equipment in accordance with the plans and specifications at the City of Elmhurst's Waste Water Facility at 625 S. Route 83, Elmhurst, IL.

2. **Contract Sum.** The City shall pay the Contractor for the performance of the Work, at the unit prices set forth below:

Bid Item	Description	Unit – Specify Generator Make, Model	Total Price
1.	removal of the existing generator and the provision and installation of a new generator and related equipment in accordance with the plans and specifications at the City of Elmhurst's Waste Water Facility at 625 S. Route 83, Elmhurst, IL		

3. **Contract Time.** The Work will commence on July 1, 2011. The Contractor shall complete the Work within **120 calendar days** of the commencement of the Work unless an extension of time is granted in accordance with the Specifications.

4. **Progress Payments.** On or before the first day of each month, the Contractor shall submit to the City a written Application for Payment showing the value of Work (on a percentage basis) completed. The City shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for services performed prior to the termination consistent with the

requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq.*).

5. **Final Payment.** Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by the City to the Contractor as follows:

As soon as the work under this contract is completed and accepted by the City, the City will within thirty (30) days submit to the City Council a final estimate of payment. Within thirty (30) days after approval by the City Council of the final estimate of payment, payment will be issued to the Contractor.

6. **Insurance.**

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001;
- (2) Insurance Services Office form number CA 0001 covering Automobile Liability, symbol 01 "any auto"
- (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 Contractor shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be \$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: Statutory Workers' Compensation limits and as 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 \$4,000,000 for each occurrence.

c. Deductibles and Self-Insured Retentions

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

d. Other Insurance Provisions

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

(1) General Liability and Automobile Liability Coverages

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

(2) All Coverages

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

e. Acceptability of Insurers

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

f. Verification of Coverage

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

7. **Assignment of Contract.** The Contract shall be deemed to be exclusive between City and Contractor. This Contract shall not be assigned by the Contractor without first obtaining permission in writing from the City. The City may refuse to accept any substitute Contractor for any reason.

8. **Notices.** Written notices between City and Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

a. If to City:

City of Elmhurst
209 North York Road
Elmhurst, Illinois 60126
Attn: City Manager

b. If to Contractor:

Newcastle Electric, Inc.
1505 Industrial Drive
Itasca, Illinois 60143
Attn: _____

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

9. **Entire Contract.** This Contract (including the contract documents) represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This Contract may only be amended or a provision hereof

waived by the parties by written instrument executed by authorized signatories of the City and Contractor. This Contract is executed that day and year first written above.

10. Contractor Investigation. The Contractor represents that it has, before executing this Contract, carefully examined the provisions of this Contract, inspected in detail the site of the proposed Work, investigated and become familiar with all the local conditions affecting the contract and is fully acquainted with the detailed requirements of the Work. By executing this Contract the Contractor conclusively assures and warrants to the City that it has made these examinations and that it understands all requirements for the performance of the Work. The Contractor shall be responsible for all errors resulting from its failure or neglect to comply with the provisions of the Contract and agrees that the City will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from a failure or neglect of the Contractor to make these examinations.

City: City of Elmhurst

Contractor: Newcastle Electric, Inc.

By: _____
Peter DiCianni, Mayor

By: _____
(Name of Owner or Officer), (Title or Office)

Attest:

Attest:

By: _____
Patty Spencer, City Clerk

By: _____
(Name of Officer Attesting) (Title or Office)