

AGENDA
OF BUSINESS TO BE BROUGHT BEFORE THE MEETING
OF THE CITY COUNCIL OF ELMHURST, ILLINOIS, 209 NORTH YORK
TUESDAY, SEPTEMBER 6, 2011
7:30 P.M.

- 1. Executive Session 6:30 p.m. – Pending Litigation (Conf. Room #2)**
- 2. Introduction of 2011 “Mayor for a Day” Contest Winners: 1st Place Madeline Jaras & 2nd Place Frannie Cervone**
- 3. Call to Order /Pledge of Allegiance/Roll Call**
- 4. Receipt of Written Communications and Petitions from the Public**
- 5. Public Forum**
- 6. Consent Agenda**
 - a. Minutes of the Regular Meeting Held on Monday, August 15, 2011 (City Clerk Spencer): Approve as published
 - b. Minutes of the Executive Session Held on Monday, August 15, 2011 (City Clerk Spencer): Receive and place on file
 - c. Accounts Payable – August 31, 2011, Total \$ 1,610,063.30
 - d. Negotiation of Lower Electricity Usage Rates – Aldermen Polomsky, Morley, Kennedy and Healy (City Manager Grabowski): Refer to the Finance, Council Affairs and Administrative Services Committee
 - e. Report – CY 2011-12 State of Illinois Joint Purchase Contract for Rock Salt (PW&B)
 - f. Report – 2011 Sidewalk Replacement Program (PW&B)
 - g. Report – Proposal for Supplemental Smoke Testing (PW&B)
 - h. Report – Bid, Ford Expedition Special Service Vehicles Purchase (PA&S)
 - i. Report – Purchase of AFIS Live Scan Fingerprint Equipment System for Police Department (PA&S)
 - j. Report – Municipal Code of Ordinances Chapter 2 Revisions (F,CA&AS)
 - k. Report – Banking Services Review (F,CA&AS)
 - l. Report – Case Number 11-HPC-01/Donna M. Almerico @ 208 S. Arlington Avenue (DP&Z)
 - m. ZO-06-2011 – An Ordinance Granting a Rear Yard Variation on the Property Commonly Known as 444 East Madison Court (Spudeas 06-13-207-020)
 - n. R-31-2011 – A Resolution Authorizing the Purchase By the City of Elmhurst of Two Replacement Loader Backhoes for the City’s Public Works Department
 - o. R-32-2011 –A Resolution to Approve and Authorize the Execution of a Construction Engineering and Loan Assistance Proposal Services Agreement for the Anaerobic Digester at the Wastewater Treatment Plant By and Between Baxter & Woodman, Inc. and the City of Elmhurst
 - p. R-33-2011 – A Resolution Authorizing the Issuance of a Notice of Intent to Award for the Construction Contract at the Elmhurst Wastewater Treatment Plant in the City of Elmhurst, Illinois
 - q. R-34-2011 – A Resolution Approving and Authorizing the Execution of a Well Abandonment Agreement By and Between Water Well Solutions and the City of Elmhurst
 - r. R-35-2011 – A Resolution Authorizing the Issuance of a Notice of Award for the 2011 Sidewalk Replacement Program in the City of Elmhurst, Illinois
- 7. Reports and Recommendations of Appointed and Elected Officials**
 - a. Updates (Mayor DiCianni)
 - b. Status of Progress on Stormwater Comprehensive Plan (City Manager Grabowski)

c. Budget Planning Calendar (City Manager Grabowski)

8. Other Business

9. Announcements

10. Adjournment

PLEASE NOTE:

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

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF THE ELMHURST, ILLINOIS
HELD ON MONDAY, AUGUST 15, 2011
209 NORTH YORK STREET
ELMHURST, ILLINOIS**

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**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF ELMHURST, ILLINOIS
HELD ON MONDAY, AUGUST 15, 2011
209 NORTH YORK STREET
ELMHURST, ILLINOIS**

EXECUTIVE SESSION 6:30 P.M. – PENDING LITIGATION, SECURITY PROCEDURES AND THE USE OF PERSONNEL, THREATENED/IMMINENT LITIGATION

1. In the absence of Mayor DiCianni, the Executive Session Meeting of the Elmhurst City Council was called to order by City Clerk Spencer at 6:30 p.m.

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

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

Present: Paula Pezza, Michael J. Bram, Dannee Polomsky, Kevin L. York, Chris Healy, Scott Levin, Jim Kennedy, Steve Morley, Mark A. Mulliner

Absent: Diane Gutenkauf (arrived at 6:32 p.m.), Norman Leader (arrived 6:35 p.m.), Bob Dunn (arrived 6:35 p.m.), Stephen Hipskind, Patrick Wagner

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

Alderman Gutenkauf moved to convene into executive session for the purpose of discussing Pending Litigation, Security Procedures and the Use of Personnel, Threatened/Imminent Litigation. Alderman Morley seconded. Roll call vote:

Ayes: Gutenkauf, Morley, Mulliner, Pezza, Bram, Polomsky, York, Healy, Levin, Kennedy

Nays: None

10 ayes, 0 nays, 4 absent

Motion duly carried

Alderman Healy moved to adjourn executive session. Alderman Morley seconded. Voice vote. Motion carried. Executive session adjourned at 7:29 p.m.

CALL TO ORDER/PLEDGE OF ALLEGIANCE/ROLL CALL

Attendance: 12

2. In the absence of Mayor DiCianni, the Regular Meeting of the Elmhurst City Council was called to order by Mayor Pro-Tempore Mulliner at 7:30 p.m.

Present: Paula Pezza, Diane Gutenkauf, Norman Leader, Bob Dunn, Michael J. Bram, Dannee Polomsky, Kevin L. York, Stephen Hipskind, Chris Healy, Scott Levin, Jim Kennedy, Steve Morley, Mark A. Mulliner

Absent: Mayor DiCianni, Patrick Wagner

Also in Attendance: City Treasurer Dyer, City Attorney Storino, City Manager Grabowski, Assistant City Manager/ Fire Chief Kopp, Director of Finance & Administration Gaston, Police Chief Neubauer, Water/Wastewater Manager Smith

RECEIPT OF WRITTEN COMMUNICATIONS AND PETITIONS FROM THE PUBLIC

3. Liz Widmaier, 908 Saylor Ave. submitted a letter regarding power outages in Southwest Elmhurst and problems with ComEd from January 2005 on behalf of Marilyn Arado, 912 Saylor Ave., Elmhurst, IL 60126.

PUBLIC FORUM

4. Gilbert Fischer
586 N. Van Auken

Elmhurst, IL 60126

Spoke regarding the condition of Van Auken Street, stating it is like driving over railroad tracks. He also spoke regarding a pipe from the storm sewer on his property. He stated the City takes money but for no services.

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

Thanked the Finance, Council Affairs & Administrative Services Committee for the change in the tax rebate program. He asked Council not to pass item 5i on the consent agenda. He commented on Burke's report on an explanation of water.

Liz Widmaier
908 Saylor Ave.
Elmhurst, IL 60126

Spoke regarding ComEd solutions and the citizens haven't heard any report since May 2011. She spoke of a January 2005 letter from the City stating solutions for tree trimming. She also spoke on power outages in south Elmhurst since 2001.

Kathleen Sullivan
133 Pine St.
Elmhurst, IL 60126

Spoke stating Saturday morning the power went out when the storms were over. She asked about the storm/flood update that used to be given on the 3rd Monday of each month stating even though it is not on the agenda she looks forward to hearing a report from the City Manager.

CONSENT AGENDA

5. The following items on the Consent Agenda were presented:
- 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

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. \$112,472.00
West Chicago, IL

Globe Construction \$120,150.00
Addison, IL

Respectfully submitted,
/s/ Patty Spencer
City Clerk

- d. BID RESULTS, FORD EXPEDITION SPECIAL SERVICE VEHICLE (City Clerk Spencer): Refer to the Public Affairs & Safety Committee

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,
/s/ Patty Spencer
City Clerk

- e. CASE NUMBER 11-HPC-01/DONNA M. ALMERICO @ 208 ARLINGTON AVE. (City Manager Grabowski): Refer to the Development, Planning & Zoning Committee

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,
/s/ James A. Grabowski

City Manager

- f. REPORT – TWO (2) 2011 CASE MODEL 590-SN LOADER BACKHOES The following report of the Public Works & Buildings Committee was presented:

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.

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 Building Committee

/us/ Jim Kennedy

Chairman

/s/ Bob Dunn

Vice-Chairman

/s/ Chris Healy
/s/ Diane Gutenkauf

- g. REPORT – WWTP ANAEROBIC DIGESTER CONSTRUCTION ENGINEERING SERVICES AND LOAN ASSISTANCE PROPOSAL The following report of the Public Works & Buildings Committee was presented:

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

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 Building Committee

/us/ Jim Kennedy
Chairman

/s/ Bob Dunn
Vice-Chairman

/s/ Chris Healy

/s/ Diane Gutenkauf

- h. REPORT – ANAEROBIC DIGESTER CONSTRUCTION CONTRACT AT THE ELMHURST WASTE WATER RECLAMATION FACILITY The following report of the Public Works & Buildings Committee was presented:

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

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 Building Committee

/us/ Jim Kennedy
Chairman

/s/ Bob Dunn
Vice-Chairman

/s/ Chris Healy
/s/ Diane Gutenkauf

- i. REPORT – REMOVAL AND ABANDONMENT OF WELL #6 The following report of the Public Works & Buildings Committee was presented:

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.

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 Building Committee

/us/ Jim Kennedy
Chairman

/s/ Bob Dunn
Vice-Chairman

/s/ Chris Healy

/s/ Diane Gutenkauf

- j. REPORT – PROPERTY TAX REBATE PROGRAM REVIEW The following report of the Finance, Council Affairs & Administrative Services Committee was presented:

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 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
/s/ Stephen Hipskind
Chairman
/s/ Kevin York
Vice-Chairman
/s/ Mark Mulliner
/s/ Scott Levin

- k. REPORT – CASE NUMBER 11ZBA-07/SPUDEAS VARIATION The following report of the Development, Planning & Zoning Committee was presented:

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

/us/ Steven Morley

Chairman

/s/ Dannee Polomsky

Vice-Chairman

/s/ Norman Leader

- 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

Ordinance O-44-2011 was presented for passage.

- 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.)

Ordinance MCO-10-2011 was presented for passage.

- 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)

Ordinance MCO-11-2011 was presented for passage.

o. R-28-2011 – A RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD FOR 2011 ASPHALT REJUVENATING TREATMENT CONTRACT

Resolution R-28-2011 was presented for passage.

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

Resolution R-29-2011 was presented for passage.

q. R-30-2011 – A RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD FOR THE GENERATOR REPLACEMENT AT THE ELMHURST WASTEWATER TREATMENT PLANT

Resolution R-30-2011 was presented for passage.

Alderman Gutenkauf pulled item **5i. Report – Removal and Abandonment of Well #6** from the Consent Agenda.

Alderman York moved to approve the contents of the Consent Agenda less item **5i. Report – Removal and Abandonment of Well #6**. Alderman Morley seconded. Roll call vote:

Ayes: York, Morley, Mulliner, Pezza, Gutenkauf, Leader, Dunn, Bram, Polomsky, Hipskind, Healy, Levin, Kennedy

Nays: None

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

Alderman Kennedy moved to accept item **5i. Report – Removal and Abandonment of Well #6**. Alderman Pezza seconded.

Alderman Kennedy deferred to Alderman Gutenkauf.

Alderman Gutenkauf stated she pulled item **5i. Report – Removal and Abandonment of Well #6** to respond to a comment made in Public Forum. She stated the de-commission and sealing of Well #6 will not allow the City to have use of the well.

Voice vote on item **5i. Report – Removal and Abandonment of Well #6**. Motion carried.

REPORTS AND RECOMENDATIONS OF APPOINTED AND ELECTED OFFICIALS

6. a. UPDATES

City Manager Grabowski stated his apology for omitting the stormwater update on the agenda.

The City Manager announced each of the sub-committee chairs are meeting to discuss how each of the committees will work.

City Manager Grabowski stated he will attend a public hearing on power outages tomorrow, August 16, 2011 at 10:00 a.m. at Highland Park Country Club. He asked any Council members who are available to also attend.

City Manager Grabowski read from a prepared statement from the City of Elmhurst, stating with the electrical grid system primarily overhead lines, ComEd needs to invest in more tree trimming. He also stated ComEd knows storms happen and need to prepare for them in a more **convincing** manner.

Alderman Pezza stated after discussion SB1652 with Representatives Nybo and Reboletti and Senator Millner's Officer, she did not sign the letter read by Alderman Healy to Governor Quinn at the August 1, 2011 Council meeting regarding ComEd and SB1652. She asked everyone to let their representatives know how important it is to their constituents that they continue to support SB1652. She thanked Representatives Nybo and Reboletti and Senator Millner's office for their help and co-operation.

OTHER BUSINESS

7. Aldermen Morley, York and Dunn stated their support of the aforementioned letter to Governor Quinn regarding SB1652. Alderman Bram stated he did not sign the letter, stating the City is holding ComEd accountable.

Alderman Kennedy asked City Manager Grabowski to comment on his meeting with ComEd.

City Manager Grabowski stated he and Mayor DiCianni met with ComEd a couple of weeks ago and asked questions about the smart grid bill and how many dollars will be applied to Elmhurst. He stated ComEd was not prepared with any figures and stated they would get back this week. The City Manager stated he would send out a report to Council with their response.

ANNOUNCEMENTS

8. Alderman York announced that he and Alderman Hipskind will host a 4th Ward Town Hall meeting on Wednesday, September 7, 2011 at 7:00 p.m. in the Council Chambers.

Alderman Gutenkauf announced the 1st Ward newsletter is available by emailing ward1news@comcast.net.

ADJOURNMENT

9. Alderman Morley moved to adjourn the meeting. Alderman Kennedy seconded. Voice vote. Motion carried. Meeting adjourned 8:00 p.m.

Peter P. DiCianni III, Mayor

Patty Spencer, City Clerk

CITY OF ELMHURST

ACCOUNTS PAYABLE SUMMARY SHEET

AUGUST 31, 2011

	<u>REGULAR</u>	<u>INTERIM</u>	<u>TOTAL</u>
<u>CHECKS</u>			
GENERAL FUND	\$990,519.76	1,429.17	\$991,948.93
LIBRARY FUND	24,693.09	-	24,693.09
STORMWATER	996.25	-	996.25
MUNICIPAL UTILITY FUND	569,844.54	-	569,844.54
PARKING REVENUE SYSTEM FUND	16,733.99	-	16,733.99
FIRE PENSION FUND	262.50	-	262.50
POLICE PENSION FUND	1,375.00	4,209.00	5,584.00
	<u>1,604,425.13</u>	<u>5,638.17</u>	<u>1,610,063.30</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 SEPTEMBER 6, 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.

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
0012142 5073101	00	ABBOTT RUBBER CO INC 006826	01	08/31/2011	110-4020-422.40-22	HOSE REPAIR	376.00	
						VENDOR TOTAL *	376.00	
0008401 18764	00	ACCURATE TANK TECHNOLOGIES 006890	01	08/31/2011	110-6047-512.40-18	DIESEL PUMP REPAIR	215.00	
						VENDOR TOTAL *	215.00	
0000009 277268 276151 276155 278073 277939 277994 277799 278023 277963 277996 277928 277866 278033 278226 277836 278108	00	ACE HARDWARE 007153 007223 007226 007224 007225 006859 006857 006860 006952 006953 006954 006955 006862 007222 006858 006861	01	08/31/2011	110-4020-422.60-11 110-6041-432.40-44 110-6041-432.40-98 110-6044-435.40-98 110-6044-435.40-98 110-6046-418.50-01 110-7060-451.50-01 110-7060-451.50-01 110-7060-451.40-98 110-7060-451.50-01 110-7060-451.50-01 110-7060-451.60-65 510-6052-501.40-98 510-6052-501.40-98 530-0088-503.50-14 530-0088-503.50-14	SUPPLIES BITS RETURNED MERCHANDISE COUPLINGS MASKING TAPE/NUTS/BOLTS/ LIME-RUST REMOVER/SCRUBBE LIGHT BULBS CAULK CARPET FRESHNER/FAN DOORS REPAIR DOORS REPAIR SAND PAPER PROPANE REPLACEMENT WD40/TRK#121 EXHAUST FAN REPAIR EXHAUST FAN REPAIR	24.96 8.98 .40- 6.74 4.58 8.63 13.48 8.09 47.72 11.14 106.67 6.28 2.99 4.99 6.70 10.15	
						VENDOR TOTAL *	271.70	
0014279 074066	00	ADDISON ELECTRIC 007003	01	08/31/2011	110-6041-432.50-11	CONTROLS REPAIR	210.00	
						VENDOR TOTAL *	210.00	
0008328 52165283 52258304 52662997 52569076 50545304 51150263 53660140 53660139 53160636	00	ADT SECURITY SERVICES, INC 007128 007147 007148 007149 007150 007151 007410 007411 007336	01	08/31/2011	110-4021-425.40-41 110-4021-425.40-41 110-4021-425.40-41 110-4021-425.40-41 110-4021-425.40-41 110-4021-425.40-41 110-4021-425.40-41 110-4021-425.50-98 110-7060-451.30-98	RADIO PARTS RADIO PARTS RADIO PARTS ANTENNA SERVICE CALL RADIO PARTS RADIOS INSTALL PRO RATED SVC CHARGE SECURITY SVCS	206.00 136.00 184.00 696.00 136.00 8,226.42 5,780.00 75.50 165.69	
						VENDOR TOTAL *	15,605.61	
0019010 508858 509064 508855	00	AL PIEMONTE FORD SALES, INC 006785 006786 006787	01	08/31/2011	110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16	TRK/PARTS PW83 TRK/PARTS PW112/STOCK AUTO/PARTS E-23/STOCK	84.66 35.58 96.96	
						VENDOR TOTAL *	217.20	
0003441	00	ALEXANDER CHEMICAL CORP						

BANK: 01

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
0003441	00	ALEXANDER CHEMICAL CORP						
0458079-IN	007005		01	08/31/2011	510-6057-502.40-10	SULFUR DIOXIDE	997.00	
VENDOR TOTAL *							997.00	
0000016	00	ALEXANDER EQPT CO INC						
78377	006518		01	08/31/2011	110-6043-434.50-08	CHAIN REPAIRS	168.69	
78310	006519		01	08/31/2011	110-6043-434.50-08	BAR OIL	147.00	
78376	006520		01	08/31/2011	110-6043-434.50-08	VESTS REPLACEMENT	135.00	
78668	007216		01	08/31/2011	110-6047-512.50-02	KNIFE GRINDING	79.80	
VENDOR TOTAL *							530.49	
0016508	00	ALL AMERICAN LANDSCAPING LTD						
2347	006914		01	08/31/2011	110-6043-434.30-34	GRASS CUTTING	130.00	
2348	006915		01	08/31/2011	110-6043-434.30-34	GRASS CUTTING	130.00	
2349	006916		01	08/31/2011	110-6043-434.30-34	GRASS CUTTING	130.00	
VENDOR TOTAL *							390.00	
0016250	00	ALLIED GARAGE DOOR INC						
0000017961	006656		01	08/31/2011	110-5030-421.50-01	DOOR REPAIR	545.00	
VENDOR TOTAL *							545.00	
0000078	00	ALLIED WASTE/REPUBLIC #551						
8801526	006633		01	08/31/2011	110-0085-417.60-12	STORM RECOVERY	78,700.78	
0551-008805772	006674		01	08/31/2011	110-6041-432.30-81	WASTE DISPOSAL	1,436.00	
8801526	006631		01	08/31/2011	110-6045-441.30-65	REFUSE COLLECTION	191,902.25	
8801526	006632		01	08/31/2011	110-6045-441.30-83	REFUSE COLLECTION	39,048.30	
0551-008805772	006675		01	08/31/2011	110-6045-441.30-65	WASTE DISPOSAL	1,462.22	
0551-008805558	006863		01	08/31/2011	510-6056-502.30-81	WASTE DISPOSAL	3,440.00	
VENDOR TOTAL *							315,989.55	
0010804	00	ALLSTAR AUTO GLASS INC						
W0876807	006889		01	08/31/2011	110-6047-512.50-02	TRK/PARTS PD-19	95.00	
VENDOR TOTAL *							95.00	
0006621	00	ALTEC INDUSTRIES, INC						
9791996	006784		01	08/31/2011	110-6047-512.50-16	TRK/PARTS PW14	64.83	
VENDOR TOTAL *							64.83	
0002200	00	AMERICAN ASSN FOR STATE & LOCAL						
90370	006967		01	08/31/2011	110-7060-451.60-37	MEMBERSHIP	115.00	
VENDOR TOTAL *							115.00	
0005297	00	AMERICAN CHARGE SERVICE						
08/02/2011	006467		01	08/31/2011	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	345.00	
08/02/2011	006468		01	08/31/2011	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	12.80	
08/08/2011	006537		01	08/31/2011	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	274.60	
08/08/2011	006538		01	08/31/2011	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	30.80	
08/23/2011	007232		01	08/31/2011	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	532.60	
VENDOR TOTAL *							1,195.80	
0002076	00	AMERICAN PAYROLL INSTITUTE INC						

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						
0002076 74121	00	AMERICAN PAYROLL INSTITUTE INC 006460	01	08/31/2011	110-2006-413.60-37	MEMBERSHIP	219.00	
VENDOR TOTAL *							219.00	
0008412 139454	00	AMERICAN PUBLIC WORKS ASSN - KC POB 006616	01	08/31/2011	110-6040-431.60-11	REGISTRATION	350.00	
VENDOR TOTAL *							350.00	
0006708 04153634 04153585 04152788 04152210	00	AMLINGS FLOWERLAND 006615 006616 006822 006657	01	08/31/2011 08/31/2011 08/31/2011 08/31/2011	110-2007-413.60-23 110-2007-413.60-23 110-4020-422.40-98 110-5030-421.60-98	FLOWER ARRANGEMENT FLOWER ARRANGEMENT FLOWER ARRANGEMENT FLOWER ARRANGEMENT	62.94 62.94 57.99 67.99	
VENDOR TOTAL *							251.86	
0013255 115024 115024 115024 115024	00	ANDERSON ELEVATOR CO 006834 006831 006833 006832	01	08/31/2011 08/31/2011 08/31/2011 08/31/2011	110-5030-421.50-01 110-6046-418.30-25 110-7060-451.50-01 530-0088-503.30-25	MONTHLY MAINT FEE MONTHLY MAINT FEE MONTHLY MAINT FEE MONTHLY MAINT FEE	110.00 110.00 160.00 330.00	
VENDOR TOTAL *							710.00	
0000035 0653936 0653938	00	ANDERSON LOCK 006839 006840	01	08/31/2011 08/31/2011	110-6046-418.50-01 110-6046-418.50-01	DOOR REPAIR DOOR REPAIR	207.98 24.60	
VENDOR TOTAL *							232.58	
0012722 1675 1601	00	ARMOR SYSTEMS CORP 006475 006474	01	08/31/2011 08/31/2011	510-6050-501.30-09 530-0088-503.30-09	UTILITY BILLING COLLECT PARKING COLLECTIONS	15.61 489.00	
VENDOR TOTAL *							504.61	
0019942 APC382844	00	ASSOCIATED PATHOLOGY CONSULTANTS 006763	01	08/31/2011	110-2007-413.30-47	PHYSICAL	18.00	
VENDOR TOTAL *							18.00	
0012277 63053030075410 63053030075410 63078266949097 63053030075410 63053030075410 63053030075410 63053030075410 63029919617851 63029919307818 63053030075410 63053030075410 63083200803668	00	AT&T 006694 006695 006424 006681 006682 006683 006684 006984 006985 006685 006686 006809	01	08/31/2011 08/31/2011 08/31/2011 08/31/2011 08/31/2011 08/31/2011 08/31/2011 08/31/2011 08/31/2011 08/31/2011 08/31/2011 08/31/2011 08/31/2011	110-0086-453.30-75 110-0094-454.30-75 110-1001-411.30-75 110-1001-411.30-75 110-2006-413.30-75 110-2007-413.30-75 110-2008-413.30-75 110-2008-413.30-98 110-2008-413.30-98 110-3015-414.30-75 110-4020-422.30-75 110-4020-422.30-75	MONTHLY PHONE MONTHLY PHONE	59.16 22.16 23.24 1,035.29 340.17 162.69 976.13 226.31 226.31 229.24 325.38 69.15	

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						
0012277	00	AT&T						
70822603773592	006982		01	08/31/2011	110-4020-422.30-75	MONTHLY PHONE	163.96	
63022613552388	007384		01	08/31/2011	110-4020-422.30-75	MONTHLY PHONE	326.11	
63040705638276	006627		01	08/31/2011	110-4021-425.50-98	MONTHLY PHONE	40.78	
63083200045401	006920		01	08/31/2011	110-4021-425.30-75	MONTHLY PHONE	41.85	
84727365350170	007111		01	08/31/2011	110-4021-425.30-75	MONTHLY PHONE	262.84	
63053030075410	006693		01	08/31/2011	110-4022-423.30-75	MONTHLY PHONE	192.27	
63053030075410	006687		01	08/31/2011	110-4025-424.30-75	MONTHLY PHONE	147.90	
63053050866185	006680		01	08/31/2011	110-5030-421.30-75	MONTHLY PHONE	23.74	
63053030075410	006688		01	08/31/2011	110-5030-421.30-75	MONTHLY PHONE	2,292.42	
70822603942320	006980		01	08/31/2011	110-5030-421.30-75	MONTHLY PHONE	163.96	
63022603952325	006983		01	08/31/2011	110-5030-421.30-75	MONTHLY PHONE	35.97	
63022655290673	007112		01	08/31/2011	110-5030-421.30-27	MONTHLY PHONE	242.32	
63053030075410	006689		01	08/31/2011	110-6040-431.30-75	MONTHLY PHONE	983.52	
63029950633668	006972		01	08/31/2011	110-6040-431.30-75	MONTHLY PHONE	137.93	
70822611450803	006976		01	08/31/2011	110-6040-431.30-75	MONTHLY PHONE	673.42	
63029979019998	006977		01	08/31/2011	110-6040-431.30-75	MONTHLY PHONE	241.26	
63029950643667	006978		01	08/31/2011	110-6040-431.30-75	MONTHLY PHONE	163.05	
70822613280851	006979		01	08/31/2011	110-6040-431.30-75	MONTHLY PHONE	132.91	
630R0605979200	006973		01	08/31/2011	110-6046-418.50-01	MONTHLY PHONE	134.84	
63053030075410	006692		01	08/31/2011	110-7060-451.30-75	MONTHLY PHONE	221.85	
70822611762223	007199		01	08/31/2011	110-7060-451.30-75	MONTHLY PHONE	132.91	
63053030075410	006690		01	08/31/2011	510-6050-501.30-75	MONTHLY PHONE	140.50	
70822611450803	006975		01	08/31/2011	510-6052-501.30-75	MONTHLY PHONE	336.72	
70822611739932	006986		01	08/31/2011	510-6052-501.30-75	MONTHLY PHONE	194.11	
63053030075410	006691		01	08/31/2011	510-6055-502.30-75	MONTHLY PHONE	266.22	
70822611450803	006974		01	08/31/2011	510-6055-502.30-75	MONTHLY PHONE	336.72	
70822603793590	006981		01	08/31/2011	510-6055-502.30-75	MONTHLY PHONE	163.96	
63027936943334	006425		01	08/31/2011	530-0088-503.30-75	MONTHLY PHONE	23.60	
63027939823392	006426		01	08/31/2011	530-0088-503.30-75	MONTHLY PHONE	37.66	
VENDOR TOTAL *							11,950.53	
0019948	00	AT&T SERVICES, INC-SUBPOENA CENTER						
GS80608133	007115		01	08/31/2011	110-5030-421.60-50	SUBPOENA	50.00	
VENDOR TOTAL *							50.00	
0012291	00	AUTO TECH CENTERS INC						
228277	006887		01	08/31/2011	110-6047-512.50-20	TIRES/PD-4, PD-7	307.00	
228278	006888		01	08/31/2011	110-6047-512.50-20	TIRES/PD-19	406.00	
VENDOR TOTAL *							713.00	
0014328	00	BATTERIES UNLIMITED INC						
21102	006836		01	08/31/2011	110-7060-451.50-01	BULBS	50.80	
VENDOR TOTAL *							50.80	
0013718	00	BENES, JAMES J, & ASSOCS, INC						
1091 196	006926		01	08/31/2011	110-6040-431.30-26	PROF ENG SVCS	2,066.70	
1091 100	006927		01	08/31/2011	110-6040-431.30-26	PROF ENG SVCS	325.68	
1091 194	006928		01	08/31/2011	110-6040-431.30-26	PROF ENG SVCS	766.25	

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
0013718	00	BENES, JAMES J, & ASSOCS, INC						
1091 197	006929		01	08/31/2011	110-6040-431.30-26	PROF ENG SVCS	1,119.53	
1091 198	006930		01	08/31/2011	110-6040-431.30-26	PROF ENG SVCS	569.94	
1091 174	006931		01	08/31/2011	110-6040-431.30-26	PROF ENG SVCS	325.68	
1091 192	006932		01	08/31/2011	110-6040-431.30-26	PROF ENG SVCS	651.36	
1091 196	006933		01	08/31/2011	110-6040-431.30-26	PROF ENG SVCS	2,686.86	
1091 197	006934		01	08/31/2011	110-6040-431.30-26	PROF ENG SVCS	244.26	
1091 195	006971		01	08/31/2011	110-6040-431.30-26	PROF ENG SVCS	895.62	
VENDOR TOTAL *							9,651.88	
0000059	00	BERGHEGER, BRIAN-PETTY CASH						
07/27-08/18/11	006968		01	08/31/2011	110-7060-451.60-65	PETTY CASH REIMBURSEMENT	67.80	
07/27-08/18/11	006969		01	08/31/2011	110-7060-451.30-49	PETTY CASH REIMBURSEMENT	44.00	
VENDOR TOTAL *							111.80	
0013075	00	BERKELEY TRUCKING INC						
35702	006653		01	08/31/2011	510-6052-501.30-81	HAULING SVCS	4,615.00	
35696	006864		01	08/31/2011	510-6052-501.30-81	HAULING SVCS	4,900.00	
VENDOR TOTAL *							9,515.00	
0010307	00	BEST QUALITY CLEANING INC						
43108	007358		01	08/31/2011	110-6046-418.30-14	CLEANING SVCS	5,825.00	
43108	007359		01	08/31/2011	510-6057-502.30-14	CLEANING SVCS	320.00	
VENDOR TOTAL *							6,145.00	
0007199	00	BRETT EQPT CORP						
201326	006783		01	08/31/2011	110-6047-512.50-16	HITCH PARTS	333.32	
201577	006885		01	08/31/2011	110-6047-512.50-16	STOCK	9.82	
VENDOR TOTAL *							343.14	
0001899	00	BRISTOL HOSE & FITTING MAIN WAREHSE						
00275304	006782		01	08/31/2011	110-6047-512.50-01	CRIMP/COUPLER/CAP	25.30	
00275841	007244		01	08/31/2011	110-6047-512.50-16	HOSE PARTS	118.92	
00274077	007243		01	08/31/2011	510-6056-502.40-31	HOSE FITINGS	41.58	
VENDOR TOTAL *							185.80	
0012502	00	BROWNELLS, INC						
06848052.00	006793		01	08/31/2011	110-5030-421.40-98	GUN MAGAZINES	137.95	
06854388.00	006943		01	08/31/2011	110-5030-421.40-98	GUN MAGAZINES	637.95	
06825467.01	007116		01	08/31/2011	110-5030-421.40-98	GUN CLEANING SUPPLIES	23.82	
VENDOR TOTAL *							799.72	
0012934	00	BUILDING & FIRE CODE ACADEMY						
47474	007126		01	08/31/2011	110-4025-424.40-12	TRAINING CLASS	395.00	
VENDOR TOTAL *							395.00	
0000084	00	BURGIN, DENNIS						
08/01-08/16/11	006807		01	08/31/2011	110-0086-453.30-52	CATV PROF SVCS	832.50	
08/10/2011	006808		01	08/31/2011	110-0086-453.30-52	PROFESSIONAL SVCS	120.00	

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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
0000084	00	BURGIN, DENNIS						
						VENDOR TOTAL *	952.50	
0009267	00	C J C AUTO PARTS & TIRES						
751633	006493		01	08/31/2011	110-6047-512.50-16	PARTS/SUPPLIES	270.48	
751231	006712		01	08/31/2011	110-6047-512.40-53	SHOP TOOL	22.66	
752191	006713		01	08/31/2011	110-6047-512.50-16	TOOLS	22.96	
752243	006714		01	08/31/2011	110-6047-512.50-16	STOCK	25.41	
752320	006715		01	08/31/2011	110-6047-512.50-16	RETURNED MERCHANDISE	22.96-	
752841	006895		01	08/31/2011	110-6047-512.50-16	STOCK	4.60	
752991	006896		01	08/31/2011	110-6047-512.50-16	TRK/PARTS TRK#1	37.95	
753551	007235		01	08/31/2011	110-6047-512.50-16	TRK/PARTS PD-27	12.51	
754451	007236		01	08/31/2011	110-6047-512.50-16	TRK/PARTS PW106	22.40	
						VENDOR TOTAL *	396.01	
0018709	00	CALDWELL, PAT - PETTY CASH						
08/04-08/17/11	006810		01	08/31/2011	110-1001-411.40-98	PETTY CASH REIMBURSEMENT	40.65	
08/04-08/17/11	006811		01	08/31/2011	110-2008-413.50-25	PETTY CASH REIMBURSEMENT	63.85	
08/04-08/17/11	006812		01	08/31/2011	110-6043-434.40-98	PETTY CASH REIMBURSEMENT	16.99	
08/04-08/17/11	006813		01	08/31/2011	510-6057-502.60-41	PETTY CASH REIMBURSEMENT	50.00	
						VENDOR TOTAL *	171.49	
0012518	00	CAR REFLECTIONS						
012184	007246		01	08/31/2011	110-5030-421.80-06	DETAILING SVC/NEW VEHICLE	495.00	
012185	007247		01	08/31/2011	110-5030-421.80-06	DETAILING SVC/NEW VEHICLE	495.00	
012186	007248		01	08/31/2011	110-5030-421.80-06	DETAILING SVC/NEW VEHICLE	200.00	
012187	007249		01	08/31/2011	110-5030-421.80-06	DETAILING SVC/NEW VEHICLE	200.00	
012183	007245		01	08/31/2011	110-6047-512.50-16	STOCK	495.00	
						VENDOR TOTAL *	1,885.00	
0003130	00	CARDINAL TRACKING, INC						
97415	006641		01	08/31/2011	530-0088-503.40-98	PARKING ENFORCEMENT HAND	4,248.37	
						VENDOR TOTAL *	4,248.37	
0017032	00	CARDSDIRECT						
536050	006660		01	08/31/2011	110-5030-421.40-98	CARDS	84.00	
						VENDOR TOTAL *	84.00	
0013254	00	CCP INDUSTRIES INC						
IN00739241	007173		01	08/31/2011	110-5030-421.40-98	SUPPLIES	280.89	
						VENDOR TOTAL *	280.89	
0007069	00	CDW GOVERNMENT INC						
ZCV7865	006626		01	08/31/2011	110-2008-413.40-72	PRINTERS	1,276.09	
ZHG7840	007356		01	08/31/2011	110-2008-413.80-03	COMPUTER EQUIP	196.00	
ZGN5068	007357		01	08/31/2011	110-2008-413.80-03	COMPUTER EQUIP	2,284.69	
						VENDOR TOTAL *	3,756.78	
0012836	00	CERTIFIED FLEET SERVICES, INC						

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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
0012836	00	CERTIFIED FLEET SERVICES, INC						
S13029	006781		01	08/31/2011	110-6047-512.50-16	TRK/PARTS F-6	86.59	
S13036	006884		01	08/31/2011	110-6047-512.50-16	TRK/PARTS TRK#1	27.36	
VENDOR TOTAL *							113.95	
0014291	00	CERTIFION CORP-ENTERSECT						
39295	005213		01	08/04/2011	110-5030-421.30-98	MONTHLY CONTRACT	CHECK #: 147762	84.95-
39295	005213		01	08/09/2011	110-5030-421.30-98	MONTHLY CONTRACT	CHECK #: 148476	84.95
VENDOR TOTAL *							.00	
0014402	00	CHICAGO PARTS & SOUND LLC						
408387	006491		01	08/31/2011	110-6047-512.50-16	PARTS/SUPPLIES	219.31	
408785	006492		01	08/31/2011	110-6047-512.50-16	PARTS/SUPPLIES	126.00	
409498	006663		01	08/31/2011	110-6047-512.50-16	PARTS/SUPPLIES	338.86	
409835	007210		01	08/31/2011	110-6047-512.50-16	PARTS/SUPPLIES	25.86	
411365	007211		01	08/31/2011	110-6047-512.50-16	PARTS/SUPPLIES	186.66	
411171	007212		01	08/31/2011	110-6047-512.50-16	TRK/PARTS PW87	109.38	
409836	007213		01	08/31/2011	110-6047-512.50-16	AUTO/PARTS E-27	37.08	
411467	007367		01	08/31/2011	110-6047-512.50-16	PARTS/SUPPLIES	193.56	
411787	007398		01	08/31/2011	110-6047-512.50-16	PARTS/SUPPLIES	87.98	
VENDOR TOTAL *							1,324.69	
0003457	00	CHICAGO SUN-TIMES - SOLUTIONS CTR						
2410019197	007203		01	08/31/2011	110-4020-422.60-98	SUBSCRIPTION	133.64	
VENDOR TOTAL *							133.64	
0000104	00	CHICAGO TRIBUNE - COLLECTIONS CTR						
113793	006480		01	08/31/2011	110-6040-431.30-54	AD	654.50	
113793	006481		01	08/31/2011	510-6050-501.30-54	AD	654.50	
VENDOR TOTAL *							1,309.00	
0018608	00	CITY OF NORTHLAKE						
18	006923		01	08/31/2011	110-6040-431.30-26	ENGINEERING	166.69	
VENDOR TOTAL *							166.69	
0000630	00	CLASSIC GRAPHIC INDUSTRIES INC						
67895	007177		01	08/31/2011	110-2006-413.40-33	ENVELOPES	542.75	
67979	007209		01	08/31/2011	110-2006-413.40-33	ENVELOPES	532.75	
68046	007396		01	08/31/2011	510-6050-501.40-98	SHIPPING FEES	17.50	
68046	007397		01	08/31/2011	510-6055-502.40-98	SHIPPING FEES	17.50	
VENDOR TOTAL *							1,110.50	
0000112	00	COCA-COLA BOTTLING CO						
0348168409	006609		01	08/31/2011	110-1001-411.60-98	VENDING MACHINE REFILL	80.00	
VENDOR TOTAL *							80.00	
0000114	00	COM ED						
6729081007	006439		01	08/31/2011	110-4022-423.30-24	MONTHLY ELECTRIC	25.23	
6983225007	006440		01	08/31/2011	110-4022-423.30-24	MONTHLY ELECTRIC	35.52	

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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
0000114	00	COM ED						
8327608004	006446		01	08/31/2011	110-4022-423.30-24	MONTHLY ELECTRIC	32.03	
8409121006	006448		01	08/31/2011	110-4022-423.30-24	MONTHLY ELECTRIC	44.92	
0263168092	006427		01	08/31/2011	110-6044-435.30-24	MONTHLY ELECTRIC	42.78	
8075341005	006429		01	08/31/2011	110-6044-435.30-24	MONTHLY ELECTRIC	25.89	
4248089012	006430		01	08/31/2011	110-6044-435.30-24	MONTHLY ELECTRIC	50.94	
4163053034	006431		01	08/31/2011	110-6044-435.30-24	MONTHLY ELECTRIC	96.94	
1843000001	006432		01	08/31/2011	110-6044-435.30-24	MONTHLY ELECTRIC	171.81	
3000022009	006433		01	08/31/2011	110-6044-435.30-24	MONTHLY ELECTRIC	72.83	
6563743015	006434		01	08/31/2011	110-6044-435.30-24	MONTHLY ELECTRIC	42.79	
7065190004	006435		01	08/31/2011	110-6044-435.30-24	MONTHLY ELECTRIC	190.83	
6563744012	006436		01	08/31/2011	110-6044-435.30-24	MONTHLY ELECTRIC	65.64	
6563742009	006437		01	08/31/2011	110-6044-435.30-24	MONTHLY ELECTRIC	37.25	
1459073058	006438		01	08/31/2011	110-6044-435.30-24	MONTHLY ELECTRIC	89.89	
6897727003	006441		01	08/31/2011	110-6044-435.30-24	MONTHLY ELECTRIC	134.55	
8157271002	006442		01	08/31/2011	110-6044-435.30-24	MONTHLY ELECTRIC	306.98	
0174056074	006443		01	08/31/2011	110-6044-435.30-24	MONTHLY ELECTRIC	94.07	
0114017015	006444		01	08/31/2011	110-6044-435.30-24	MONTHLY ELECTRIC	264.07	
0323144010	006445		01	08/31/2011	110-6044-435.30-24	MONTHLY ELECTRIC	64.51	
6981441003	006447		01	08/31/2011	110-6044-435.30-24	MONTHLY ELECTRIC	405.61	
6563745019	006449		01	08/31/2011	110-6044-435.30-24	MONTHLY ELECTRIC	31.32	
0809054019	006450		01	08/31/2011	110-6044-435.30-24	MONTHLY ELECTRIC	706.49	
4609164001	006451		01	08/31/2011	110-6044-435.30-24	MONTHLY ELECTRIC	236.74	
8256051035	006522		01	08/31/2011	110-6044-435.30-24	MONTHLY ELECTRIC	19.76	
8661158012	006428		01	08/31/2011	110-6046-418.30-24	MONTHLY ELECTRIC	343.62	
						VENDOR TOTAL *	3,633.01	
0014623	00	COMCAST CABLE						
877120089014023006821			01	08/31/2011	110-4020-422.60-98	INTERNET SVCS	59.95	
877120089008715007122			01	08/31/2011	110-4020-422.60-98	CABLE/INTERNET SVCS	150.81	
877120089004674007401			01	08/31/2011	110-4020-422.60-98	CABLE SVC	102.22	
877120089014023007402			01	08/31/2011	110-4020-422.60-98	INTERNET SVC	59.95	
						VENDOR TOTAL *	372.93	
0009478	00	COMMUNICATION REVOLVING FUND						
T1145368	006637		01	08/31/2011	110-2008-413.30-52	INTERNET T1	310.00	
						VENDOR TOTAL *	310.00	
0006475	00	COMMUNICATIONS DIRECT INC						
SR95172	006801		01	08/31/2011	110-5030-421.30-98	MONTHLY SVC	812.00	
						VENDOR TOTAL *	812.00	
0000594	00	CONSERV FS, INC						
1486042-IN	006870		01	08/31/2011	110-6043-434.40-09	FERTILIZER	1,002.50	
						VENDOR TOTAL *	1,002.50	
0017925	00	CONSERVATION LAND STEWARDSHIP INC						
4167	007004		01	08/31/2011	305-6041-432.80-22	LANDSCAPING MAINT	996.25	
						VENDOR TOTAL *	996.25	
0004107	00	CONTINENTAL WEATHER SERVICE						

PREPARED 08/29/2011, 14:15:59
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 08/31/2011 CHECK DATE: 09/08/2011

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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
0004107 11691	00	CONTINENTAL WEATHER SERVICE 006662	01 08/31/2011	110-6042-433.30-98	MONTHLY WEATHER FORECAST	170.00	
					VENDOR TOTAL *	170.00	
0007535 68323	00	CONTRACTORS EQUIPMENT RENTAL 006866	01 08/31/2011	510-6052-501.40-31	PUMP SCREEN	20.00	
					VENDOR TOTAL *	20.00	
0006771 711-18299	00	CUMMINS/NPOWER LLC 006780	01 08/31/2011	110-6047-512.50-16	TRK/PARTS TRK#1	69.29	
					VENDOR TOTAL *	69.29	
0000689 60839376	00	DAY-TIMERS, INC 006818	01 08/31/2011	110-4025-424.40-33	CALENDAR	43.98	
					VENDOR TOTAL *	43.98	
0004998 000001277	00	DELGADO STACIE UT	01 08/31/2011	510-0000-113.02-00	UB CR REFUND	258.98	
					VENDOR TOTAL *	258.98	
0006182 6870764	00	DELTA SONIC CAR WASH SYSTEMS 006941	01 08/31/2011	110-6047-512.50-16	CAR WASHES	252.00	
					VENDOR TOTAL *	252.00	
0019928 18396	00	DERO BIKE RACK CO 006648	01 08/31/2011	530-0088-503.50-14	BIKE RACK	585.00	
					VENDOR TOTAL *	585.00	
0019923 08/08/2011	00	DEVEGA CONCRETE LLC 006620	01 08/31/2011	110-0000-331.02-00	REGISTRATION FEE REIMBURS	100.00	
					VENDOR TOTAL *	100.00	
0014277 500209284	00	DEX ONE 006650	01 08/31/2011	110-7060-451.30-75	ADVERTISING	109.00	
					VENDOR TOTAL *	109.00	
0019945 11-70000546	00	DICIANNI, JOSEPH 006935	01 08/31/2011	110-0000-332.98-00	PERMIT REFUND	392.00	
					VENDOR TOTAL *	392.00	
0017351 48618 48616 48619 48620 48617	00	DON-EZ SERVICES, INC 007204 007205 007206 007207 007208	01 08/31/2011 01 08/31/2011 01 08/31/2011 01 08/31/2011 01 08/31/2011	110-6043-434.30-34 110-6043-434.30-34 110-6043-434.30-34 110-6043-434.30-34 110-6043-434.30-34	LAWN CUTTING LAWN CUTTING LAWN CUTTING LAWN CUTTING LAWN CUTTING	80.00 130.00 130.00 130.00 130.00	
					VENDOR TOTAL *	600.00	
0004998	00	DOTY JOHN G					

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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
0004998 000030961	00	DOTY JOHN G UT	01	08/31/2011	510-0000-113.02-00	UB CR REFUND	24.31	
						VENDOR TOTAL *	24.31	
0000152 1769254	00	DREISILKER ELECTRIC MOTORS 006835	01	08/31/2011	530-0088-503.50-14	EXHAUST FAN REPAIR	559.17	
						VENDOR TOTAL *	559.17	
0016481 21137	00	DU-KANE ASPHALT CO 007393	01	08/31/2011	110-6041-432.40-02	ASPHALT	797.28	
						VENDOR TOTAL *	797.28	
0000157 211170	00	DUPAGE ANIMAL HOSPITAL 006607	01	08/31/2011	110-5030-421.60-01	ANIMAL CONTROL	40.00	
						VENDOR TOTAL *	40.00	
0002873 409	00	DUPAGE CONVENTION & VISITORS BUREAU 007335	01	08/31/2011	110-0094-454.60-11	REGISTRATION	30.00	
						VENDOR TOTAL *	30.00	
0000159 301-17028	00	DUPAGE COUNTY ANIMAL CARE & CONTROL 007062	01	08/31/2011	110-5030-421.60-01	ANIMAL CONTROL	300.00	
						VENDOR TOTAL *	300.00	
0000624 V JOHNSON	00	DUPAGE COUNTY CLERK 007106	01	08/31/2011	110-2007-413.60-37	NOTARY CERTIFICATE	10.00	
						VENDOR TOTAL *	10.00	
0014421 11-16-0002	00	DUPAGE COUNTY DEPT OF ECONOMIC 007144	01	08/23/2011	110-6048-513.80-25	STORMWATER MGMT PERMIT	CHECK #: 148497	710.00
						VENDOR TOTAL *	.00	710.00
0000161 201107220241 201108030196 201108150166	00	DUPAGE COUNTY RECORDER 006479 006614 006936	01	08/31/2011 08/31/2011 08/31/2011	110-1001-411.30-54 110-1001-411.30-54 110-1001-411.30-54	RECORDING SVCS RECORDING SVCS RECORDING SVCS	45.00 89.50 57.50	
						VENDOR TOTAL *	192.00	
0007246 9191	00	DUPAGE COUNTY TREASURER-IT 006803	01	08/31/2011	110-5030-421.30-27	MONTHLY FEE	250.00	
						VENDOR TOTAL *	250.00	
0000164 66299MB 66310MB 65640MB 65659MB 65682MB 65713MB	00	DUPAGE MATERIALS CO 006498 006499 006666 006667 006668 006669	01	08/31/2011 08/31/2011 08/31/2011 08/31/2011 08/31/2011 08/31/2011	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	ASPHALT ASPHALT ASPHALT ASPHALT ASPHALT ASPHALT	209.00 212.14 254.49 247.35 208.08 298.35	

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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	00	DUPAGE MATERIALS CO						
66399MB	007194		01	08/31/2011	110-6041-432.40-02	ASPHALT	267.00	
66411MB	007195		01	08/31/2011	110-6041-432.40-02	ASPHALT	209.00	
66326MB	007196		01	08/31/2011	110-6041-432.40-02	ASPHALT	104.50	
66343MB	007197		01	08/31/2011	110-6041-432.40-02	ASPHALT	156.75	
66353MB	007217		01	08/31/2011	110-6041-432.40-02	ASPHALT	156.75	
66385MB	007218		01	08/31/2011	110-6041-432.40-02	ASPHALT	261.77	
66444MB	007219		01	08/31/2011	110-6041-432.40-02	ASPHALT	83.23	
66429MB	007220		01	08/31/2011	110-6041-432.40-02	ASPHALT	104.50	
						VENDOR TOTAL *	2,772.91	
0000169	00	DUPAGE WATER COMMISSION						
09248	006466		01	08/31/2011	510-6050-501.90-90	FIXED COST ASSESSMENT	31,462.23	
09248	006465		01	08/31/2011	510-6051-501.30-20	WATER CONSUMPTION	325,118.88	
						VENDOR TOTAL *	356,581.11	
0009586	00	DUTCH VALLEY LANDSCAPING INC						
15833	007363		01	08/31/2011	110-0085-417.60-12	TREE WASTE DISPOSAL	4,650.00	
						VENDOR TOTAL *	4,650.00	
0009707	00	E J EQUIPMENT INC						
0045584	007252		01	08/31/2011	110-6041-432.40-98	TRANSMITTER/PW106	1,390.00	
0046153	006990		01	08/31/2011	510-6056-502.40-31	Y ELIMINATOR CABLE	304.23	
						VENDOR TOTAL *	1,694.23	
0019929	00	EASTMAN PARK MICROGRAPHICS INC						
40751	006638		01	08/31/2011	110-2008-413.50-22	BURSTER/MAINT	3,988.40	
						VENDOR TOTAL *	3,988.40	
0000176	00	ELMHURST CAMERA IMAGE CENTER						
8173	007413		01	08/31/2011	110-4020-422.30-28	PHOTO PROCESSING	33.21	
						VENDOR TOTAL *	33.21	
0000177	00	ELMHURST CHAMBER OF COMMERCE						
1189	006966		01	08/31/2011	110-7060-451.60-37	LUNCHEON	50.00	
						VENDOR TOTAL *	50.00	
0001579	00	ELMHURST CITY CENTRE						
08/12/2011	006634		01	08/31/2011	110-1001-411.60-98	GIFT CERTIFICATE/BIKE TAS	50.00	
						VENDOR TOTAL *	50.00	
0014621	00	ELMHURST CLAIMS ACCOUNT - CLAIM SVC						
7504366944	006420		01	08/31/2011	110-4020-422.20-07	SELF INSURED LOSS FUND	213.59	
7504366944	006421		01	08/31/2011	110-5030-421.20-07	SELF INSURED LOSS FUND	1,916.59	
7504366944	006755		01	08/31/2011	110-5030-421.20-07	SELF INSURED LOSS FUND	2,219.78	
7504366944	007073		01	08/31/2011	110-5030-421.20-07	SELF INSURED LOSS FUND	121.30	
7504366944	006422		01	08/31/2011	110-6040-431.20-07	SELF INSURED LOSS FUND	915.59	
7504366944	006756		01	08/31/2011	110-6040-431.20-07	SELF INSURED LOSS FUND	721.95	
7504366944	007074		01	08/31/2011	110-6040-431.20-07	SELF INSURED LOSS FUND	3,981.16	

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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						
0014621	00	ELMHURST CLAIMS ACCOUNT - CLAIM SVC						
7504366944	006423		01	08/31/2011	510-6050-501.20-07	SELF INSURED LOSS FUND	52.61	
						VENDOR TOTAL *	10,142.57	
0004998	00	ELMHURST COLLEGE/FRICK						
000013039	UT		01	08/31/2011	510-0000-113.02-00	UB CR REFUND	1,056.14	
						VENDOR TOTAL *	1,056.14	
0004998	00	ELMHURST COLLEGE/IRION						
000013043	UT		01	08/31/2011	510-0000-113.02-00	UB CR REFUND	1,056.14	
						VENDOR TOTAL *	1,056.14	
0019941	00	ELMHURST MEMORIAL HOSPITAL						
E00003156444	006764		01	08/31/2011	110-2007-413.30-47	PHYSICAL	260.05	
						VENDOR TOTAL *	260.05	
0017934	00	ELMHURST MEMORIAL OCCUP CAROL STRM						
65029	006485		01	08/31/2011	110-2007-413.30-47	DRUG SCREEN	205.00	
						VENDOR TOTAL *	205.00	
0007247	00	ELMHURST POSTMASTER-PERMIT 85						
2011	007145		01	08/24/2011	110-1001-411.30-49	BUSINESS REPLY PERMIT 85	CHECK #: 148498	190.00
						VENDOR TOTAL *	.00	190.00
0019395	00	EMERGENCY TELEPHONE SYSTEM						
11-105N	007063		01	08/31/2011	110-5030-421.30-98	NETRMS COSTS	5,791.70	
						VENDOR TOTAL *	5,791.70	
0017744	00	ENTERSECT CORP						
39578	006655		01	08/31/2011	110-5030-421.30-98	MONTHLY SVC	84.95	
						VENDOR TOTAL *	84.95	
0011437	00	EXELON ENERGY COMPANY						
500000600571	007388		01	08/31/2011	110-6041-432.30-24	MONTHLY ELECTRIC	4,104.18	
500000600571	007390		01	08/31/2011	110-6044-435.30-24	MONTHLY ELECTRIC	743.87	
500000600571	007386		01	08/31/2011	510-6051-501.30-24	MONTHLY ELECTRIC	333.51	
500000600571	007387		01	08/31/2011	510-6052-501.30-24	MONTHLY ELECTRIC	3,777.74	
500000600571	007385		01	08/31/2011	510-6057-502.30-24	MONTHLY ELECTRIC	5,609.32	
500000600571	007389		01	08/31/2011	530-0088-503.30-24	MONTHLY ELECTRIC	2,955.64	
						VENDOR TOTAL *	17,524.26	
0017007	00	FACILITY SOLUTIONS GROUP						
2532952-00	007181		01	08/31/2011	110-6047-512.50-16	GE CAPACITOR	324.15	
						VENDOR TOTAL *	324.15	
0000209	00	FASTENAL CO						
ILELM8781	007221		01	08/31/2011	510-6052-501.40-98	CUTTING WHEELS	10.76	
						VENDOR TOTAL *	10.76	
0012480	00	FELLER BUSINESS SOLUTIONS						

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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
0012480	00	FELLER BUSINESS SOLUTIONS						
341072	006913		01	08/31/2011	110-2006-413.40-33	LABELS	38.97	
3406961	006622		01	08/31/2011	110-2008-413.40-73	INK CARTRIDGES	451.92	
3409591	006623		01	08/31/2011	110-2008-413.40-73	INK CARTRIDGES/TONERS	1,217.23	
VENDOR TOTAL *							1,708.12	
0019958	00	FERGUS, MIKE						
827 KENT AVE	007416		01	08/31/2011	510-6056-502.30-90	SEWER LINE REIMBURSEMENT	1,625.63	
VENDOR TOTAL *							1,625.63	
0002177	00	FIREHOUSE						
2011-2012	007403		01	08/31/2011	110-4020-422.60-51	SUBSCRIPTION	29.95	
VENDOR TOTAL *							29.95	
0010948	00	FJELDSTAD, ERIK						
26049	006495		01	08/31/2011	110-0000-316.00-00	TRANSFER STAMP REFUND	501.00	
VENDOR TOTAL *							501.00	
0005438	00	FLEET SAFETY SUPPLY						
53288	006779		01	08/31/2011	110-5030-421.80-06	SET UP NEW VEHICLE/PD-2	103.60	
53435	007253		01	08/31/2011	110-5030-421.80-06	SET UP NEW VEHICLE/PD-12,	305.80	
53259	006778		01	08/31/2011	110-6047-512.50-16	AUTO/PARTS E-1	368.45	
53409	006883		01	08/31/2011	110-6047-512.50-16	AUTO/PARTS E-1	352.80	
VENDOR TOTAL *							1,130.65	
0005844	00	FLINK SNOW PLOWS & SPREADERS						
39659	007255		01	08/31/2011	110-6042-433.50-16	SNOW PARTS	46.53	
39622	007254		01	08/31/2011	110-6047-512.50-16	TRK/PARTS PW38,PW52	625.92	
VENDOR TOTAL *							672.45	
0017446	00	FMP - FACTORY MOTOR PARTS						
61-132382	006894		01	08/31/2011	110-6047-512.50-16	TRK/PARTS F-16	123.03	
VENDOR TOTAL *							123.03	
0005480	00	FORESTRY SUPPLIERS, INC						
210330-00	006869		01	08/31/2011	110-6043-434.50-08	HARDHATS/PARTS REPLACE	115.07	
VENDOR TOTAL *							115.07	
0007611	00	FORMAN, JENNIFER						
AT11-28319	007105		01	08/31/2011	110-0000-115.07-02		500.00	
VENDOR TOTAL *							500.00	
0005481	00	FRABIMOR EQPT & CONTROLS CO						
19886	006654		01	08/31/2011	510-6056-502.40-98	SLUICE GATE STEM	220.00	
VENDOR TOTAL *							220.00	
0013847	00	FRY'S ELECTRONICS, INC						
5388883	006621		01	08/31/2011	110-2008-413.40-72	COMPUTER HARDWARE	29.99	
VENDOR TOTAL *							29.99	
0003749	00	G M MOUNTING & LAMINATING, INC						

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0003749 0000016536	00 006825	G M MOUNTING & LAMINATING, INC	01	08/31/2011	110-4020-422.50-13	LAMINATING SVCS	12.75	
						VENDOR TOTAL *	12.75	
0008274 624418MB	00 007370	GALLAGHER MATERIALS, INC	01	08/31/2011	110-6041-432.40-02	ASPHALT	2,195.64	
						VENDOR TOTAL *	2,195.64	
0019959 878 KIRK AVE	00 007417	GERNES	01	08/31/2011	510-6056-502.30-90	SEWER LINE REIMBURSEMENT	1,562.50	
						VENDOR TOTAL *	1,562.50	
0000241 0162002	00 007372	GOVERNMENT FINANCE OFFICERS ASSN	01	08/31/2011	110-2006-413.60-37	MEMBERSHIP	305.00	
						VENDOR TOTAL *	305.00	
0000242 9596295858	00 006845	GRAINGER	01	08/31/2011	110-4020-422.50-01	DOOR REPAIR	17.69	
9604969544	006846		01	08/31/2011	110-4020-422.50-01	DOOR REPAIR	62.96	
9576503255	007158		01	08/31/2011	110-4020-422.40-98	SUPPLIES	48.99	
9576503255	007159		01	08/31/2011	110-5030-421.40-98	SUPPLIES	48.99	
9601142517	006503		01	08/31/2011	110-6041-432.40-98	SUPPLIES	30.85	
9576503255	007160		01	08/31/2011	110-6041-432.40-98	SUPPLIES	48.99	
9601142517	006504		01	08/31/2011	110-6043-434.40-98	SUPPLIES	30.85	
9576503255	007161		01	08/31/2011	110-6043-434.40-98	SUPPLIES	48.99	
9601142517	006505		01	08/31/2011	110-6044-435.40-98	SUPPLIES	127.58	
9576503255	007162		01	08/31/2011	110-6044-435.40-98	SUPPLIES	48.99	
9601142517	006506		01	08/31/2011	110-6046-418.40-98	SUPPLIES	30.85	
9605743880	006847		01	08/31/2011	110-6046-418.50-01	RETURNED MERCHANDISE	22.86-	
9576503255	007163		01	08/31/2011	110-6046-418.40-98	SUPPLIES	48.99	
9601142517	006507		01	08/31/2011	110-6047-512.40-98	SUPPLIES	30.85	
9576503255	007164		01	08/31/2011	110-6047-512.40-98	SUPPLIES	48.99	
9601142517	006508		01	08/31/2011	510-6052-501.40-98	SUPPLIES	30.85	
9576503255	007165		01	08/31/2011	510-6052-501.40-98	SUPPLIES	48.99	
9601142517	006509		01	08/31/2011	510-6057-502.40-98	SUPPLIES	30.85	
9576503255	007166		01	08/31/2011	510-6057-502.40-98	SUPPLIES	49.02	
9526821690	006651		01	08/31/2011	530-0088-503.50-14	WATER VALVES	42.84	
9525762143	006652		01	08/31/2011	530-0088-503.50-14	WATER VALVES	44.28	
						VENDOR TOTAL *	898.53	
0011686 171595	00 006665	GRAND AUTO PARTS	01	08/31/2011	110-6047-512.50-16	PARTS/SUPPLIES	22.00	
171655	006719		01	08/31/2011	110-6047-512.50-16	TRK/PARTS PW112	24.00	
171698	006720		01	08/31/2011	110-6047-512.50-16	TRK/PARTS PW112/STOCK	100.40	
171531	006721		01	08/31/2011	110-6047-512.50-16	TRK/PARTS PW83	380.50	
171506	006722		01	08/31/2011	110-6047-512.50-16	TRK/PARTS PD-45	8.80	
171502	006723		01	08/31/2011	110-6047-512.50-16	TRK/PARTS PD-45	5.50	
171697	006724		01	08/31/2011	110-6047-512.50-16	TRK/PARTS F-16/STOCK	173.00	
171654	006725		01	08/31/2011	110-6047-512.50-16	AUTO/PARTS E-22	24.50	

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INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0011686	00	GRAND AUTO PARTS						
171596	006726		01	08/31/2011	110-6047-512.50-16	STOCK	12.00	
171871	006891		01	08/31/2011	110-6047-512.50-16	TRK/PARTS PW117	48.00	
171699	006892		01	08/31/2011	110-6047-512.50-16	TRK/PARTS PW44	36.00	
172056	007237		01	08/31/2011	110-6047-512.50-16	TRK/PARTS PW87	466.00	
172057	007238		01	08/31/2011	110-6047-512.50-16	TRK/PARTS PW87/STOCK	466.00	
172191	007239		01	08/31/2011	110-6047-512.50-16	TRK/PARTS PD-47	217.00	
172167	007240		01	08/31/2011	110-6047-512.50-16	TRK/PARTS PD-9/STOCK	13.77	
172112	007241		01	08/31/2011	110-6047-512.50-16	TRK/PARTS PD-1	42.00	
172055	007242		01	08/31/2011	110-6047-512.50-16	AUTO/PARTS E-1	8.97	
						VENDOR TOTAL *	2,048.44	
0000247	00	GRAYBAR						
955557424	007009		01	08/31/2011	510-6057-502.50-01	EXCESS FLOW STRUCTURE	7,138.63	
						VENDOR TOTAL *	7,138.63	
0007182	00	GREAT NORTH AMERICAN COMPANIES, INC						
214454	006658		01	08/31/2011	110-5030-421.60-45	BIKE SAFETY COLOR BOOKS	524.25	
						VENDOR TOTAL *	524.25	
0000254	00	HACH CO						
7348906	006521		01	08/31/2011	510-6057-502.40-25	LAB SUPPLIES	182.95	
						VENDOR TOTAL *	182.95	
0000255	00	HAHN & ASSOCS, LTD						
SEPT 2011	006942		01	08/31/2011	110-5030-421.30-48	SOCIAL SVCS	4,203.04	
						VENDOR TOTAL *	4,203.04	
0002046	00	HASTINGS AIR-ENERGY CONTROL						
39113	006886		01	08/31/2011	110-4020-422.50-01	AIR LEAK REPAIR	280.35	
39488	007361		01	08/31/2011	110-4020-422.50-01	RELEASE AIRLINE REPAIR	129.95	
						VENDOR TOTAL *	410.30	
0008035	00	HAUGER, JOHN						
30742	007369		01	08/31/2011	110-0000-115.01-00	DUPLICATE PAYMENT REFUND	100.00	
						VENDOR TOTAL *	100.00	
0005494	00	HBK WATER METER SERVICE, INC						
11-282	006516		01	08/31/2011	510-6052-501.30-98	WATER METER TESTING	212.16	
						VENDOR TOTAL *	212.16	
0015904	00	HD SUPPLY WATERWORKS, LTD						
3319112	006517		01	08/31/2011	510-6052-501.40-64	VALVE PARTS	108.00	
						VENDOR TOTAL *	108.00	
0011839	00	HEALTHCARE SERVICE CORP						
014582	007075		01	08/31/2011	110-1001-411.20-04	HEALTH INS	6,098.36	
014582	007076		01	08/31/2011	110-2006-413.20-04	HEALTH INS	14,259.77	
014582	007077		01	08/31/2011	110-2007-413.20-04	HEALTH INS	3,040.33	

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INVOICE NO	VOUCHER NO	P.O. NO						
0011839	00	HEALTHCARE SERVICE CORP						
014582	007078		01	08/31/2011	110-2008-413.20-04	HEALTH INS	6,329.21	
014582	007079		01	08/31/2011	110-3015-414.20-04	HEALTH INS	2,502.44	
014582	007080		01	08/31/2011	110-4020-422.20-04	HEALTH INS	69,889.87	
014582	007081		01	08/31/2011	110-4025-424.20-04	HEALTH INS	13,166.30	
014582	007082		01	08/31/2011	110-5030-421.20-04	HEALTH INS	114,801.49	
014582	007083		01	08/31/2011	110-6040-431.20-04	HEALTH INS	28,279.45	
014582	007084		01	08/31/2011	110-7060-451.20-04	HEALTH INS	3,883.71	
014582	007088		01	08/31/2011	210-8070-452.20-04	HEALTH INS	21,711.68	
014582	007085		01	08/31/2011	510-6050-501.20-04	HEALTH INS	5,926.76	
014582	007086		01	08/31/2011	510-6055-502.20-04	HEALTH INS	6,695.50	
014582	007087		01	08/31/2011	530-0088-503.20-04	HEALTH INS	2,427.03	
						VENDOR TOTAL *	299,011.90	
0000129	00	HERITAGE CRYSTAL CLEAN, LLC						
11803966	006882		01	08/31/2011	110-6047-512.50-16	PARTS WASHER	179.72	
						VENDOR TOTAL *	179.72	
0004296	00	HIGHLAND ESTATES COFFEE TRADERS						
052560058863	006647		01	08/31/2011	110-6046-418.40-98	VENDING MACHINE REFILL	116.73	
						VENDOR TOTAL *	116.73	
0009456	00	HIGHWAY TECHNOLOGIES, INC						
65085180-001	006502		01	08/31/2011	110-6041-432.40-52	SIGNS/POSTS/PAINT	1,979.75	
						VENDOR TOTAL *	1,979.75	
0019269	00	HIMPLEMANN, MATTHEW-PD EXPENSE REIM						
08/08-08/10/11	006947		01	08/31/2011	110-5030-421.60-05	EXPENSE REIMBURSEMENT	122.76	
08/08-08/10/11	006948		01	08/31/2011	110-5030-421.60-11	EXPENSE REIMBURSEMENT	15.56	
						VENDOR TOTAL *	138.32	
0005299	00	HINSDALE INTL						
7271	007103		01	08/23/2011	760-0000-491.60-59	FIDUCIARY LIAB RENEWAL	CHECK #: 148496	4,209.00
						VENDOR TOTAL *	.00	4,209.00
0006864	00	HOME DEPOT 1919-NORTHLAKE						
009592/4090070	006827		01	08/31/2011	110-7060-451.50-01	WEATHER STRIPPING	22.57	
						VENDOR TOTAL *	22.57	
0012341	00	HOME DEPOT 1982-OAKBROOK TERR						
022607/1011342	007322		01	08/31/2011	110-6041-432.40-52	SPRAY PAINT	9.34	
008317/5026014	007321		01	08/31/2011	110-6044-435.40-98	WASHERS	4.16	
012404/1585803	006828		01	08/31/2011	110-6046-418.40-98	BACK BELTS	55.52	
001312/2014504	006600		01	08/31/2011	510-6057-502.50-01	GROUTING REPAIRS	12.25	
						VENDOR TOTAL *	81.27	
0000278	00	HOUSE OF GLASS						
23792	006837		01	08/31/2011	530-0088-503.30-24	GLASS REPAIR	150.00	
						VENDOR TOTAL *	150.00	
0019957	00	HYPER TEXT GROUP, INC						

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0019957 712011	00 007414	HYPER TEXT GROUP, INC	01 08/31/2011	110-1001-411.30-52	PHONE/EMAIL BROADCASTS	989.00	
					VENDOR TOTAL *	989.00	
0000285 800935 800935 800935	00 007110 007108 007109	I D E S	01 08/31/2011 01 08/31/2011 01 08/31/2011	110-1001-411.20-08 110-6040-431.20-08 110-7060-451.20-08	2ND QUARTER 2011 UNEMPLOY 2ND QUARTER 2011 UNEMPLOY 2ND QUARTER 2011 UNEMPLOY	5,775.00 2,716.00 4,580.00	
					VENDOR TOTAL *	13,071.00	
0012264 08192011	00 006900	I D O A REGION 3	01 08/19/2011	110-5030-421.60-14	5TH GR DARE WKBK SHIPPING	CHECK #: 148495	72.00
					VENDOR TOTAL *	.00	72.00
0007329 5019547985	00 006496	IKON OFFICE SOLUTIONS	01 08/31/2011	110-2007-413.30-21	COPIER MAINT	1,171.42	
					VENDOR TOTAL *	1,171.42	
0011618 L17-1365 L17-1365 L17-1528 L17-1528	00 006461 006462 006463 006464	IL ENVIRONMENTAL PROT - CHICAGO	01 08/31/2011 01 08/31/2011 01 08/31/2011 01 08/31/2011	510-6055-502.90-13 510-6055-502.90-39 510-6055-502.90-14 510-6055-502.90-40	1999 EPA LOAN INTEREST 1999 EPA LOAN PRINCIPAL 2000 EPA LOAN INTEREST 2000 EPA LOAN PRINCIPAL	12,346.07 46,668.91 4,106.50 15,188.23	
					VENDOR TOTAL *	78,309.71	
0000288 09/15-09/17/11	00 007071	IL MUNICIPAL LEAGUE	01 08/31/2011	110-1001-411.60-11	REGISTRATION	250.00	
					VENDOR TOTAL *	250.00	
0010337 98377-000 98377-000	00 007174 007175	IL PAPER & COPIER CO	01 08/31/2011 01 08/31/2011	110-2006-413.40-33 110-5030-421.40-33	PAPER SUPPLIES PAPER SUPPLIES	1,435.20 956.80	
					VENDOR TOTAL *	2,392.00	
0001319 2011	00 006877	IL SEC OF STATE - VEHICLE SVCS	01 08/12/2011	110-6040-431.40-65	VEHICLE INFO - STICKERS	CHECK #: 148492	500.00
					VENDOR TOTAL *	.00	500.00
0015700 079530 079531 079532	00 007325 007326 007327	IL SEC OF STATE-DEPT OF BUSINESS SV	01 08/31/2011 01 08/31/2011 01 08/31/2011	110-1001-411.40-33 110-1001-411.40-33 110-1001-411.40-33	TRADEMARK RENEWALS TRADEMARK RENEWALS TRADEMARK RENEWALS	5.00 5.00 5.00	
					VENDOR TOTAL *	15.00	
0019187 08/10/2011	00 006802	IL STATE POLICE-LIQUOR CONTROL COMM	01 08/31/2011	110-5030-421.30-98	FINGERPRINT PROCESSING	157.00	
					VENDOR TOTAL *	157.00	
0014808	00	IL STATE TREASURER-WKRS' COMP					

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0014808	00	IL STATE TREASURER-WKRS' COMP						
01/01-06/60/11	006922		01	08/31/2011	110-1001-411.20-07	SECOND INJURY W/C FUND	90.37	
						VENDOR TOTAL *	90.37	
0003391	00	IL TACTICAL OFFICERS ASSN						
1799	007344		01	08/31/2011	110-5030-421.60-11	TRAINING EXERCISE	125.00	
11/20-11/22/11	007345		01	08/31/2011	110-5030-421.60-11	REGISTRATION	265.00	
						VENDOR TOTAL *	390.00	
0015044	00	INDUSTRIAL STEEL SERVICE CENTER INC						
30005	007256		01	08/31/2011	110-6047-512.50-02	TRK/PARTS TRK#2	110.00	
						VENDOR TOTAL *	110.00	
0006347	00	INLAND COMMERCIAL PROPERTY MGT INC						
002-1593380	007334		01	08/31/2011	530-0088-503.50-15	MONTHLY MAINT CONTRACT	1,150.00	
						VENDOR TOTAL *	1,150.00	
0010731	00	INTERSTATE BATTERY SYSTEM OF						
130055788	006789		01	08/31/2011	110-6047-512.50-16	BATTERIES	587.70	
130055917	007234		01	08/31/2011	110-6047-512.50-16	AUTO/PARTS E-27	89.95	
						VENDOR TOTAL *	677.65	
0003395	00	INTL PUBLIC MGMT ASSN						
24175089	006484		01	08/31/2011	110-1003-412.60-42	INTERVIEW HANDBOOK	80.00	
						VENDOR TOTAL *	80.00	
0007321	00	INTL SOCIETY OF ARBORICULTURE						
388045	006830		01	08/31/2011	110-6040-431.60-37	MEMBERSHIP	134.80	
						VENDOR TOTAL *	134.80	
0009561	00	INTOXIMETERS, INC						
339780	006945		01	08/31/2011	110-5030-421.60-75	INTOXILIZER DRY GAS	172.45	
						VENDOR TOTAL *	172.45	
0000344	00	JC LICHT - NETWORK PLACE						
1203-8553546	006853		01	08/31/2011	110-6046-418.50-01	PAINT	69.94	
1203-8562419	006854		01	08/31/2011	110-6046-418.50-01	PAINT	50.87	
1203-8570818	006855		01	08/31/2011	110-6046-418.50-01	WALL PAPER REPAIR	3.29	
						VENDOR TOTAL *	124.10	
0000976	00	JIM'S TOWING						
92378	006937		01	08/31/2011	110-5030-421.30-76	TOWING SVCS	90.00	
92379	006938		01	08/31/2011	110-5030-421.30-76	TOWING SVCS	90.00	
92380	006939		01	08/31/2011	110-5030-421.30-76	TOWING SVCS	90.00	
92381	006940		01	08/31/2011	110-5030-421.30-76	TOWING SVCS	90.00	
						VENDOR TOTAL *	360.00	
0013509	00	K A STEEL CHEMICALS INC						
0726140-IN	007007		01	08/31/2011	510-6057-502.40-10	SODIUM HYPOCHLORITE	3,013.93	

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EXPENDITURE APPROVAL LIST
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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
0013509 0729519-IN	00	K A STEEL CHEMICALS INC 007008	01	08/31/2011	510-6057-502.40-10	SODIUM HYPOCHLORITE	3,179.96	
							VENDOR TOTAL *	6,193.89
0000314 576523 573407 573406 573404	00	KALE UNIFORMS 007412 006798 006799 006800	01	08/31/2011	110-4020-422.60-98 110-5030-421.40-11 110-5030-421.40-11 110-5030-421.40-11	BADGES UNIFORM SUPPLIES UNIFORM SUPPLIES UNIFORM SUPPLIES	310.04 163.49 121.99 123.00	
							VENDOR TOTAL *	718.52
0019654 10524 10525	00	KANE, MCKENNA & ASSOCIATES INC 006618 006619	01	08/31/2011	110-3015-414.30-52 110-3015-414.30-52	PROFESSIONAL SVCS PROFESSIONAL SVCS	1,112.50 725.00	
							VENDOR TOTAL *	1,837.50
0000323 177585 177696 177744 178172 178250 177695 177744 177988 178249	00	KIEFT BROTHERS, INC - A/P 006642 006643 007156 007230 007231 006868 007157 007154 007155	01	08/31/2011	110-6041-432.40-08 110-6041-432.40-08 110-6041-432.40-48 110-6041-432.40-08 110-6041-432.40-08 510-6052-501.40-63 510-6052-501.40-63 510-6056-502.40-29 510-6056-502.40-29	INLET REPAIR INLET REPAIR CEMENT INLET REPAIR INLET REPAIR VALVE VAULT VALVE VAULTS STOCK HYDRANT INSTALL	20.00 93.00 176.00 471.61 316.50 395.00 264.00 208.60 175.00	
							VENDOR TOTAL *	2,119.71
0011896 2063117 2072950	00	KIMBALL MIDWEST 006881 007257	01	08/31/2011	110-6047-512.50-16 110-6047-512.50-16	STOCK STOCK	438.53 439.88	
							VENDOR TOTAL *	878.41
0004998 000020903	00	KING JOHN P UT	01	08/31/2011	510-0000-113.02-00	UB CR REFUND	55.52	
							VENDOR TOTAL *	55.52
0016535 08/12/2011 08/12/2011	00	KINGS POINT GENERAL CEMENT 007324 007323	01	08/31/2011	110-6041-432.30-11 510-6052-501.30-11	CONCRETE PATCHES CONCRETE PATCHES	5,310.00 3,600.00	
							VENDOR TOTAL *	8,910.00
0015660 24217	00	KINGS POINT TRUCK LANE 007258	01	08/31/2011	110-6047-512.50-16	SAFETY TEST/PW14,PW33,PW7	100.00	
							VENDOR TOTAL *	100.00
0016987 44966	00	KMPARTS.COM, INC 006997	01	08/31/2011	510-6056-502.50-11	COMMINATOR REPAIR	166.80	
							VENDOR TOTAL *	166.80
0016004	00	KRANSBERGER, CHRIS						

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0016004 08/15/2011	00	KRANSBERGER, CHRIS 007121	01 08/31/2011	110-4025-424.40-62	EXPENSE REIMBURSEMENT	36.79	
					VENDOR TOTAL *	36.79	
0016626 9696	00	LAI, LTD 006612	01 08/31/2011	510-6057-502.50-08	PUMP REPAIR	4,017.82	
					VENDOR TOTAL *	4,017.82	
0002524 1455612	00	LAW BULLETIN 006661	01 08/31/2011	110-5030-421.30-98	COURT DOCKETS	55.00	
					VENDOR TOTAL *	55.00	
0017657 9300005975	00	LAWSON PRODUCTS, INC 007176	01 08/31/2011	110-4020-422.40-24	SUPPLIES	319.49	
					VENDOR TOTAL *	319.49	
0013313 924458 924370 924453 924942 924943 924683 925184 925185 925097 925099 925096 925321 925460	00	LEACH ENTERPRISES, INC 006494 006776 006777 006879 006880 007182 007183 007184 007259 007260 007261 007368 007391	01 08/31/2011 01 08/31/2011	110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16	FILTERS STOCK STOCK STOCK STOCK FILTERS FILTERS FILTERS TRK/PARTS TRK#2 TRK/PARTS TRK#2 TRK/PARTS TRK#2 PARTS/SUPPLIES PARTS/SUPPLIES	235.03 142.67 68.90 76.61 102.40 38.46 11.40 11.40 99.52 233.52 480.58 323.19 315.49	
					VENDOR TOTAL *	2,139.17	
0012723 103874020110731006606	00	LEXISNEXIS 006606	01 08/31/2011	110-5030-421.30-98	MONTHLY CONTRACT FEE	541.00	
					VENDOR TOTAL *	541.00	
0007702 2239	00	LHA/WORLD INC 006490	01 08/31/2011	110-0094-454.60-45	AD	300.00	
					VENDOR TOTAL *	300.00	
0017643 11350958 11351887 11366027	00	LIGHT BULB DEPOT 006500 006670 007392	01 08/31/2011 01 08/31/2011 01 08/31/2011	110-6044-435.40-26 110-6044-435.40-26 110-6044-435.40-26	LAMPS LAMPS LAMPS	344.88 363.84 320.64	
					VENDOR TOTAL *	1,029.36	
0000509 08/01-08/16/11	00	LILJEBERG, GLEN R. 006806	01 08/31/2011	110-0086-453.30-52	CATV PROF SVCS	273.75	
					VENDOR TOTAL *	273.75	
0019946	00	LUCKY MOTORS, INC					

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0019946 08/19/2011	00 007070	LUCKY MOTORS, INC	01	08/31/2011	110-0000-312.01-11	SALES TAX REBATE 2010	24,103.15	
						VENDOR TOTAL *	24,103.15	
0005157 275946	00 007064	LUSTRE-CAL	01	08/31/2011	110-5030-421.30-50	BIKE LICENSE	84.00	
						VENDOR TOTAL *	84.00	
0007611 AT11-29683	00 006679	MACK, FAY	01	08/31/2011	110-0000-115.07-02		500.00	
						VENDOR TOTAL *	500.00	
0007486 18	00 007065	MAMMA MARIA'S PIZZA	01	08/31/2011	110-5030-421.60-08	MEETING REFRESHMENT	70.75	
						VENDOR TOTAL *	70.75	
0007259 16281	00 007228	MARCOTT ENTERPRISES, INC	01	08/31/2011	510-6052-501.40-57	STONE	567.96	
						VENDOR TOTAL *	567.96	
0010694 11-160D	00 006757	MAROUS & CO	01	08/31/2011	110-1001-411.30-52	APPRAISAL SVCS	4,000.00	
						VENDOR TOTAL *	4,000.00	
0015536 36893 36893	00 006897 006898	MARTENSON TURF PRODUCTS, INC	01 01	08/31/2011 08/31/2011	110-6043-434.40-27 110-6043-434.40-50	LANDSCAPING MATERIALS SEED	521.40 1,660.00	
						VENDOR TOTAL *	2,181.40	
0001049 08611797999 08611797999 08611797999 08611797999 08611797999 08611797999 08611797999 08611797999 08611797999 08611797999 08611797999 08611797999 08611797999	00 006536 006526 006527 006534 006535 006528 006529 006530 006531 006532 006533	MCI	01	08/31/2011	110-0094-454.30-75 110-1001-411.30-75 110-2006-413.30-75 110-2007-413.30-75 110-2008-413.30-75 110-3015-414.30-75 110-4020-422.30-75 110-5030-421.30-75 110-6040-431.30-75 110-7060-451.30-75 510-6055-502.30-75	MONTHLY PHONE MONTHLY PHONE	.11 19.92 39.34 1.11 83.64 19.88 20.53 116.95 22.47 10.66 11.79	
						VENDOR TOTAL *	346.40	
0002941 91587995 92449994 91961506 91832872 93376230	00 006848 006851 006849 006852 007152	MCMASTER-CARR SUPPLY CO-A/P ADDRESS	01	08/31/2011	110-6046-418.40-98 110-6046-418.50-01 110-6047-512.50-16 510-6052-501.40-98 510-6052-501.40-67	GREASE FITTING PARTS V-BELTS TRK/PARTS PW106 GATORADE NYLON CABLE TIES	6.87 26.46 20.20 108.14 6.86	

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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						
0002941	00	MCMASTER-CARR SUPPLY CO-A/P ADDRESS						
92322427	006988		01	08/31/2011	510-6057-502.50-08	CLARIFIER REPAIR	61.90	
91832823	006850		01	08/31/2011	530-0088-503.50-08	V-BELTS	20.07	
VENDOR TOTAL *							250.50	
0013303	00	MECHANICAL INC						
CHI150527	006843		01	08/31/2011	110-4020-422.50-01	HVAC REPAIR	512.02	
CHI150785	006844		01	08/31/2011	110-4020-422.50-01	HVAC REPAIR	344.00	
CHI150405	006841		01	08/31/2011	110-6046-418.50-01	HVAC REPAIR	1,263.36	
CHI150493	006842		01	08/31/2011	110-6046-418.50-01	HVAC REPAIR	3,201.96	
VENDOR TOTAL *							5,321.34	
0000366	00	MEL'S ACE HARDWARE						
417076/4	006829		01	08/31/2011	110-4020-422.50-01	OVERHEAD DOOR PM'S	8.35	
417154/4	006596		01	08/31/2011	110-6041-432.40-09	PROPANE TANK	17.09	
417179/4	006597		01	08/31/2011	110-6041-432.40-98	EPOXY	6.74	
417139/4	006649		01	08/31/2011	110-6041-432.40-09	CHEMICALS	20.67	
417263/4	007229		01	08/31/2011	110-6041-432.40-53	TOOL BOX/KEY RING	25.71	
417070/4	006515		01	08/31/2011	510-6052-501.40-98	WATER COOLER	36.89	
417186/4	006994		01	08/31/2011	510-6052-501.40-98	BUG SPRAY	29.67	
417003/4	006598		01	08/31/2011	510-6057-502.50-01	SLIP TUBE RAKE	13.04	
417075/4	006599		01	08/31/2011	510-6057-502.50-01	LANDSCAPE EQUIP	22.99	
417151/4	006995		01	08/31/2011	510-6057-502.50-01	WEED TRIMMER LINE	13.04	
416820/4	006996		01	08/31/2011	510-6057-502.50-01	WEED TRIMMER LINE	7.64	
VENDOR TOTAL *							201.83	
0007364	00	METROPOLITAN LIFE INSURANCE CO						
00128	007089		01	08/31/2011	110-1001-411.20-05	DENTAL INS	334.69	
00128	007090		01	08/31/2011	110-2006-413.20-05	DENTAL INS	768.06	
00128	007091		01	08/31/2011	110-2007-413.20-05	DENTAL INS	180.91	
00128	007092		01	08/31/2011	110-2008-413.20-05	DENTAL INS	459.68	
00128	007093		01	08/31/2011	110-3015-414.20-05	DENTAL INS	179.27	
00128	007094		01	08/31/2011	110-4020-422.20-05	DENTAL INS	3,355.94	
00128	007095		01	08/31/2011	110-4025-424.20-05	DENTAL INS	779.57	
00128	007096		01	08/31/2011	110-5030-421.20-05	DENTAL INS	6,165.90	
00128	007097		01	08/31/2011	110-6040-431.20-05	DENTAL INS	1,643.84	
00128	007098		01	08/31/2011	110-7060-451.20-05	DENTAL INS	210.52	
00128	007099		01	08/31/2011	210-8070-452.20-05	DENTAL INS	1,245.01	
00128	007100		01	08/31/2011	510-6050-501.20-05	DENTAL INS	330.58	
00128	007101		01	08/31/2011	510-6055-502.20-05	DENTAL INS	166.11	
00128	007102		01	08/31/2011	530-0088-503.20-05	DENTAL INS	144.69	
VENDOR TOTAL *							15,964.77	
0012290	00	MICHAEL'S UNIFORM COMPANY						
61898	007319		01	08/31/2011	510-6052-501.40-62	UNIFORM SUPPLIES	268.75	
VENDOR TOTAL *							268.75	
0009371	00	MICRO CENTER A/R						
2615082	007354		01	08/31/2011	110-2008-413.40-72	MONITOR MOUNT	237.97	

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0009371 2625125	00 007355	MICRO CENTER A/R		01 08/31/2011	110-2008-413.40-72	RETURNED MERCHANDISE	12.99-	
						VENDOR TOTAL *	224.98	
0017021 44589D1	00 006951	MID-AMERICA ARTS ALLIANCE		01 08/31/2011	110-7060-451.60-44	EXHIBIT RENTAL	1,250.00	
						VENDOR TOTAL *	1,250.00	
0017125 OCT 2011 OCT 2011 OCT 2011	00 007200 007202 007201	MIDWEST OPERATING ENGRS BENEFITS		01 08/31/2011 01 08/31/2011 01 08/31/2011	110-6040-431.20-04 510-6050-501.20-04 510-6055-502.20-04	HEALTH INS HEALTH INS HEALTH INS	47,700.00 20,900.00 16,300.00	
						VENDOR TOTAL *	84,900.00	
0016200 497789	00 006501	MIDWEST WELDING SUPPLY INC		01 08/31/2011	110-6047-512.40-98	LIQUID PETROLEUM GAS	102.90	
						VENDOR TOTAL *	102.90	
0019425 197293	00 006788	MM TOOL SALES, INC		01 08/31/2011	110-6047-512.50-08	TOOLS UPGRADE	949.00	
						VENDOR TOTAL *	949.00	
0013812 611 ARMITAGE	00 007328	MONDO BUILDERS		01 08/31/2011	110-0000-371.98-00	TREE DEPOSIT REFUND	1,700.00	
						VENDOR TOTAL *	1,700.00	
0013967 022838020	00 007415	MOORE WALLACE		01 08/31/2011	110-1001-411.40-98	LICENSE PAPER/2012	1,116.50	
						VENDOR TOTAL *	1,116.50	
0015510 50031	00 006718	MORTON GROVE AUTOMOTIVE WEST		01 08/31/2011	110-6047-512.50-02	ALTERNATOR REPAIR/TRK#1	195.00	
						VENDOR TOTAL *	195.00	
0007257 IL10-446624 IL10-446740	00 006998 006999	MOTION INDUSTRIES, INC		01 08/31/2011 01 08/31/2011	510-6057-502.50-08 510-6057-502.50-08	BLOWER REPAIR BLOWER REPAIR	132.66 .39	
						VENDOR TOTAL *	133.05	
0000378 13847745 13847437 90714231 90715167 90715167 90714285 90728840 90728840 90731546	00 006624 006625 006772 006773 006774 006775 007262 007263 007264	MOTOROLA - COLLECTION CTR DR		01 08/31/2011 01 08/31/2011 01 08/31/2011 01 08/31/2011 01 08/31/2011 01 08/31/2011 01 08/31/2011 01 08/31/2011 01 08/31/2011 01 08/31/2011	110-2008-413.80-03 110-2008-413.80-03 110-5030-421.40-41 110-5030-421.40-98 110-5030-421.40-41 110-5030-421.80-06 110-5030-421.40-41 110-5030-421.40-98 110-5030-421.80-06	COMPUTER EQUIP COMPUTER EQUIP RADIO PARTS BATTERIES RADIO PARTS SET UP NEW VEHICLE/PD-2 RADIO REPAIR EARPIECE SET UP NEW VEHICLE/PD-2,	6,453.30 6,453.30 10.90 44.85 94.20 78.66 40.02 44.85 82.80	

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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
0000378	00	MOTOROLA - COLLECTION CTR DR						
						VENDOR TOTAL *	13,302.88	
0007206	00	MUNICIPAL CLERKS OF DUPAGE COUNTY						
2011/2012	006478		01	08/31/2011	110-1001-411.60-37	MEMBERSHIP	35.00	
09/07/2011	006636		01	08/31/2011	110-1001-411.60-11	MEETING/DINNER	50.00	
						VENDOR TOTAL *	85.00	
0000857	00	MUNICIPAL CLERKS OF ILLINOIS						
2011/2012	006635		01	08/31/2011	110-1001-411.60-37	MEMBERSHIP	105.00	
						VENDOR TOTAL *	105.00	
0011645	00	MUNICIPAL EMERGENCY SERVICES						
00253353_SNV	006819		01	08/31/2011	110-4020-422.40-45	KNEE PADS	30.94	
						VENDOR TOTAL *	30.94	
0017664	00	MY CAR WASH						
07/01-07/31/11	007066		01	08/31/2011	110-6047-512.50-16	CAR WASHES	44.00	
						VENDOR TOTAL *	44.00	
0015134	00	MY FAVORITE TOY STORE						
08/11/2011	006970		01	08/31/2011	110-7060-451.40-43	RESALE MERCHANDISE	70.66	
						VENDOR TOTAL *	70.66	
0019131	00	NATIONAL IGNITION						
32943	006893		01	08/31/2011	110-6047-512.50-02	STARTER/F-7	228.00	
						VENDOR TOTAL *	228.00	
0009496	00	NEXTEL COMMUNICATIONS						
162511511-114	007380		01	08/31/2011	110-2007-413.30-75	MONTHLY MOBILE BILL	110.86	
162511511-114	007381		01	08/31/2011	110-2008-413.30-75	MONTHLY MOBILE BILL	225.07	
162511511-114	007383		01	08/31/2011	110-3015-414.30-75	MONTHLY MOBILE BILL	214.90	
162511511-114	007378		01	08/31/2011	110-4020-422.30-75	MONTHLY MOBILE BILL	344.24	
162511511-114	007379		01	08/31/2011	110-4022-423.30-75	MONTHLY MOBILE BILL	49.18	
162511511-114	007382		01	08/31/2011	110-5030-421.30-75	MONTHLY MOBILE BILL	1,245.77	
162511511-114	007375		01	08/31/2011	110-6040-431.30-75	MONTHLY MOBILE BILL	1,230.35	
162511511-114	007376		01	08/31/2011	510-6050-501.30-75	MONTHLY MOBILE BILL	393.71	
162511511-114	007377		01	08/31/2011	510-6055-502.30-75	MONTHLY MOBILE BILL	836.63	
						VENDOR TOTAL *	4,650.71	
0018135	00	NFPA						
2055661	007405		01	08/31/2011	110-4020-422.60-51	SUBSCRIPTION	150.00	
						VENDOR TOTAL *	150.00	
0005845	00	NICOR GAS						
26-13-75-0650	2006454		01	08/31/2011	110-4020-422.30-29	MONTHLY GAS	102.30	
54-23-78-0000	5006455		01	08/31/2011	110-4020-422.30-29	MONTHLY GAS	15.93	
5209073557	3 006921		01	08/31/2011	110-4020-422.30-29	MONTHLY GAS	136.39	
1200340000	4 006458		01	08/31/2011	110-5030-421.30-29	MONTHLY GAS	151.20	

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0005845	00	NICOR GAS						
02-25-68-0000	0006452		01	08/31/2011	110-6046-418.30-29	MONTHLY GAS	118.55	
1545680000	006457		01	08/31/2011	110-6046-418.30-29	MONTHLY GAS	32.70	
1428340000	006459		01	08/31/2011	110-6046-418.30-29	MONTHLY GAS	97.48	
7816640000	006525		01	08/31/2011	110-6046-418.30-29	MONTHLY GAS	252.98	
39-23-24-0000	0006629		01	08/31/2011	110-7060-451.30-29	MONTHLY GAS	65.82	
7763000144	006456		01	08/31/2011	210-8070-452.30-29	MONTHLY GAS	416.40	
75-23-24-0000	4006453		01	08/31/2011	510-6056-502.30-29	MONTHLY GAS	76.98	
99-81-68-0000	9006523		01	08/31/2011	510-6056-502.30-29	MONTHLY GAS	24.28	
2403240000	006524		01	08/31/2011	510-6056-502.30-29	MONTHLY GAS	26.32	
43-64-24-0000	6006628		01	08/31/2011	510-6056-502.30-29	MONTHLY GAS	76.14	
52-71-78-0000	8006630		01	08/31/2011	510-6056-502.30-29	MONTHLY GAS	28.60	
VENDOR TOTAL *							1,622.07	
0018895	00	NORTHERN IL UNIV - OUTREACH PENSION						
2011	006476		01	08/31/2011	760-0000-491.60-59	REGISTRATION	1,375.00	
VENDOR TOTAL *							1,375.00	
0017755	00	NORTHWEST FORD & STERLING TRUCK						
6164346	006769		01	08/31/2011	110-6047-512.50-16	TRK/PARTS PW112	18.13	
6164288	006770		01	08/31/2011	110-6047-512.50-16	TRK/PARTS PW112	127.37	
6164334	006771		01	08/31/2011	110-6047-512.50-16	TRK/PARTS PW83	104.39	
VENDOR TOTAL *							249.89	
0004552	00	NOVELL INC						
220147274	007333		01	08/31/2011	110-2008-413.50-23	SOFTWARE MAINT	16,391.38	
VENDOR TOTAL *							16,391.38	
0016932	00	O'HARE AUTO BODY LTD						
27447	007233		01	08/31/2011	110-6047-512.50-02	VEHICLE REPAIRS/PD-27	5,015.16	
VENDOR TOTAL *							5,015.16	
0002228	00	O'HERRON CO INC, RAY - LOMBARD						
0041406-IN	007339		01	08/31/2011	110-5030-421.40-31	TASER PAINT BALLS	515.00	
0041407-IN	007340		01	08/31/2011	110-5030-421.40-31	TASER AIR CARTRIDGES	8,891.65	
0041431-IN	007341		01	08/31/2011	110-5030-421.40-31	TASER WARRANTY	1,294.65	
VENDOR TOTAL *							10,701.30	
0015942	00	OAK LAWN PARK DIST RACQUET CLUB						
R38978	007123		01	08/31/2011	110-4020-422.60-98	MEMBERSHIP	225.00	
VENDOR TOTAL *							225.00	
0008640	00	OFFICE DEPOT						
572859633001	006497		01	08/31/2011	110-2006-413.40-33	SUPPLIES	164.40	
574491170001	007011		01	08/31/2011	110-2006-413.40-33	SUPPLIES	93.67	
575730479001	007371		01	08/31/2011	110-2006-413.40-33	SUPPLIES	101.66	
VENDOR TOTAL *							359.73	
0008045	00	ORIENTAL TRADING CO INC						

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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
0008045	00	ORIENTAL TRADING CO INC						
645891340-01	006958		01	08/31/2011	110-7060-451.60-65	EDUCATION SUPPLIES	23.50	
645891340-01	006959		01	08/31/2011	110-7060-451.60-44	EXHIBIT SUPPLIES	9.00	
645891340-01	006960		01	08/31/2011	110-7060-451.40-43	RESALE MERCHANDISE	36.00	
VENDOR TOTAL *							68.50	
0004957	00	PANICO, DOMINIC						
05/18-08/11/11	006794		01	08/31/2011	110-5030-421.40-98	PETTY CASH REIMBURSEMENT	41.20	
05/18-08/11/11	006795		01	08/31/2011	110-5030-421.60-11	PETTY CASH REIMBURSEMENT	20.00	
05/18-08/11/11	006796		01	08/31/2011	110-5030-421.60-08	PETTY CASH REIMBURSEMENT	41.78	
VENDOR TOTAL *							102.98	
0008717	00	PAT KEAN'S FRIENDLY FORD						
167444	006875		01	08/31/2011	110-6047-512.50-16	TRK/PARTS PW54	15.55	
167452	006876		01	08/31/2011	110-6047-512.50-16	STOCK	84.60	
167477	007265		01	08/31/2011	110-6047-512.50-16	TRK/PARTS PD-12	260.70	
VENDOR TOTAL *							360.85	
0018798	00	PIONEER TIRE REPAIR						
817	006874		01	08/31/2011	110-6047-512.50-20	RIM EASE/SAFETY SEAL	51.92	
VENDOR TOTAL *							51.92	
0019922	00	PLACEK, LAUREN						
08/05/2011	006610		01	08/31/2011	110-4020-422.60-98	EXPENSE REIMBURSEMENT	31.02	
VENDOR TOTAL *							31.02	
0014232	00	POMP'S TIRE SERVICE, INC						
636486	007266		01	08/31/2011	110-6047-512.50-20	TIRES/PW42	510.48	
VENDOR TOTAL *							510.48	
0000435	00	PORTABLE COMMUNICATIONS						
101104994	006767		01	08/31/2011	110-5030-421.50-17	RADIO REPAIR	45.00	
101105001	006768		01	08/31/2011	110-5030-421.50-17	RADIO REPAIR	67.50	
101105347	007267		01	08/31/2011	110-5030-421.50-17	RADIO EQUIP	45.00	
VENDOR TOTAL *							157.50	
0013302	00	PRECISION CONTROL SYSTEMS OF						
17574	006838		01	08/31/2011	110-5030-421.30-98	MONTHLY MAINT FEE	273.00	
VENDOR TOTAL *							273.00	
0019921	00	PRECISION FORM, INC						
IN-006272	006510		01	08/31/2011	110-6044-435.40-60	TRAFFIC SIGNAL PARTS	284.00	
VENDOR TOTAL *							284.00	
0016490	00	PRIMUS ELECTRONICS						
489692	006727		01	08/31/2011	110-5030-421.40-98	GPS/PD-1	78.00	
490935	006878		01	08/31/2011	110-5030-421.80-06	SET UP NEW VEHICLE/PD-2	101.02	
VENDOR TOTAL *							179.02	
0000444	00	PROSAFETY INC						

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0000444	00	PROSAFETY INC						
2/703190	006696		01	08/31/2011	110-6041-432.40-98	SUPPLIES	7.71	
1/229701	006703		01	08/31/2011	110-6041-432.40-98	SUPPLIES	11.11	
2/703190	006697		01	08/31/2011	110-6043-434.40-98	SUPPLIES	7.71	
1/229701	006704		01	08/31/2011	110-6043-434.40-98	SUPPLIES	11.11	
2/703190	006698		01	08/31/2011	110-6044-435.40-98	SUPPLIES	7.71	
1/229701	006705		01	08/31/2011	110-6044-435.40-98	SUPPLIES	11.11	
2/703190	006699		01	08/31/2011	110-6046-418.40-98	SUPPLIES	7.71	
1/229701	006706		01	08/31/2011	110-6046-418.40-98	SUPPLIES	11.11	
2/703190	006700		01	08/31/2011	110-6047-512.40-98	SUPPLIES	7.71	
1/229701	006707		01	08/31/2011	110-6047-512.40-98	SUPPLIES	11.11	
2/703190	006701		01	08/31/2011	510-6052-501.40-98	SUPPLIES	7.71	
1/229701	006708		01	08/31/2011	510-6052-501.40-98	SUPPLIES	11.11	
2/703190	006702		01	08/31/2011	510-6057-502.40-98	SUPPLIES	7.74	
1/229701	006709		01	08/31/2011	510-6057-502.40-98	SUPPLIES	11.09	
						VENDOR TOTAL *	131.75	
0019876	00	RADOVANOVIC, SNEZANA						
519 HAWTHORNE	006646		01	08/31/2011	510-6056-502.30-90	SEWER LINE REIMBURSEMENT	1,950.00	
						VENDOR TOTAL *	1,950.00	
0016821	00	REIMER, RICHARD J & ASSOCS LLC						
14588	007406		01	08/31/2011	750-0000-491.60-59	LEGAL SVCS	175.00	
14690	007407		01	08/31/2011	750-0000-491.60-59	LEGAL SVCS	87.50	
						VENDOR TOTAL *	262.50	
0017050	00	REINDERS, INC						
1352606-00	006014		01	08/18/2011	110-6047-512.50-16	PARTS/SUPPLIES	CHECK #: 148300	42.83-
						VENDOR TOTAL *	.00	42.83-
0008862	00	REVERE ELECTRIC SUPPLY CO						
S1908179.001	006611		01	08/31/2011	510-6056-502.50-10	CONTROLS REPAIR	547.16	
						VENDOR TOTAL *	547.16	
0005969	00	RICMAR INDUSTRIES						
308635	006676		01	08/31/2011	510-6052-501.40-98	SUPPLIES	106.60	
308635	006677		01	08/31/2011	510-6057-502.40-98	SUPPLIES	106.60	
						VENDOR TOTAL *	213.20	
0005687	00	ROESCH FORD						
12417	006716		01	08/31/2011	110-6047-512.50-16	TRK/PARTS PW40/STOCK	10.84	
12418	006717		01	08/31/2011	110-6047-512.50-16	STOCK	16.26	
						VENDOR TOTAL *	27.10	
0019795	00	ROSS, KATHY						
190 LAWDALE	006899		01	08/31/2011	510-6056-502.30-90	SEWER LINE REIMBURSEMENT	540.00	
						VENDOR TOTAL *	540.00	
0008861	00	ROYAL RECOGNITION						

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0008861	00	ROYAL RECOGNITION						
11-14250	006486		01	08/31/2011	110-2007-413.60-23	SERVICE AWARD	203.02	
11-14516	007107		01	08/31/2011	110-2007-413.60-23	SERVICE AWARDS	184.52	
							VENDOR TOTAL *	387.54
0004998	00	RUPERT CHAD L & STEFANIE K						
000040847	UT		01	08/31/2011	510-0000-113.02-00	UB CR REFUND	43.74	
							VENDOR TOTAL *	43.74
0006411	00	RUSSO'S POWER EQPT						
1090216	006766		01	08/31/2011	110-6047-512.50-16	BLOWER	46.18	
							VENDOR TOTAL *	46.18
0001751	00	S & S INDUSTRIAL SUPPLY						
3445775	RI	007185	01	08/31/2011	110-4020-422.40-24	SUPPLIES	31.32	
3445775	RI	007186	01	08/31/2011	110-6041-432.40-98	SUPPLIES	17.06	
3445775	RI	007187	01	08/31/2011	110-6043-434.40-98	SUPPLIES	17.06	
3445775	RI	007188	01	08/31/2011	110-6044-435.40-98	SUPPLIES	17.06	
3445775	RI	007189	01	08/31/2011	110-6046-418.40-98	SUPPLIES	17.06	
3445775	RI	007190	01	08/31/2011	110-6047-512.40-98	SUPPLIES	17.06	
3445776	RI	007193	01	08/31/2011	110-6047-512.50-16	SUPPLIES	52.57	
3445775	RI	007191	01	08/31/2011	510-6052-501.40-98	SUPPLIES	17.06	
3445775	RI	007192	01	08/31/2011	510-6057-502.40-98	SUPPLIES	17.05	
							VENDOR TOTAL *	203.30
0008163	00	S & S WORLDWIDE, INC						
T7023991	005995		01	08/15/2011	110-7060-451.60-65	PURCHASE CREDIT	2.49-	
7046625	006962		01	08/31/2011	110-7060-451.60-65	EDUCATION/PROG SUPPLIES	194.94	
7040489	006963		01	08/31/2011	110-7060-451.60-65	EDUCATION/PROG SUPPLIES	552.24	
T7053324	006964		01	08/31/2011	110-7060-451.60-65	RETURNED MERCHANDISE	13.99-	
T7047728	006965		01	08/31/2011	110-7060-451.60-65	RETURNED MERCHANDISE	119.96-	
							VENDOR TOTAL *	610.74
0000473	00	SAKASH, JOHN CO INC						
269653	006989		01	08/31/2011	510-6052-501.40-98	SLING REPLACEMENT	11.32	
							VENDOR TOTAL *	11.32
0010169	00	SEAWAY SUPPLY						
75817	007214		01	08/31/2011	110-6041-432.40-98	SUPPLIES	175.08	
76049	007394		01	08/31/2011	110-6041-432.40-98	SUPPLIES	21.10	
75681	006664		01	08/31/2011	110-6046-418.40-24	SUPPLIES	367.50	
75817	007215		01	08/31/2011	110-6046-418.40-24	SUPPLIES	241.08	
76049	007395		01	08/31/2011	110-6046-418.40-24	SUPPLIES	180.00	
							VENDOR TOTAL *	984.76
0000481	00	SERVICE SPRING						
113500	007300		01	08/31/2011	110-6047-512.50-02	TRK/PARTS PW2	841.95	
							VENDOR TOTAL *	841.95
0010799	00	SHARPE, TIMOTHY W						

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0010799	00	SHARPE, TIMOTHY W					
JUNE-AUGUST		007373	01 08/31/2011	110-2006-413.30-12	ACTUARY VALUATION	2,500.00	
JUNE-AUGUST		007374	01 08/31/2011	110-2006-413.30-12	ACTUARY VALUATION	4,800.00	
						VENDOR TOTAL *	7,300.00
0000491	00	SHEMIN NURSERIES					
772720		007364	01 08/31/2011	110-6043-434.40-09	HERBICIDE	77.95	
						VENDOR TOTAL *	77.95
0011543	00	SIKICH LLP					
131131		006758	01 08/31/2011	110-2006-413.30-03	AUDIT FEES	7,260.00	
131131		006759	01 08/31/2011	210-8070-452.30-03	AUDIT FEES	1,320.00	
131131		006760	01 08/31/2011	510-6050-501.30-03	AUDIT FEES	2,640.00	
131131		006761	01 08/31/2011	510-6055-502.30-03	AUDIT FEES	4,455.00	
131131		006762	01 08/31/2011	530-0088-503.30-03	AUDIT FEES	825.00	
						VENDOR TOTAL *	16,500.00
0010072	00	SNAP-ON INDUSTRIAL					
ARV/15262777		007301	01 08/31/2011	110-6047-512.40-53	TOOL	46.31	
						VENDOR TOTAL *	46.31
0004780	00	SPECIAL T UNLIMITED					
2451		006797	01 08/31/2011	110-5030-421.60-08	POLO SHIRTS	216.00	
						VENDOR TOTAL *	216.00
0017733	00	SPERIAN PROTECTION AMERICAS, INC					
2688439 RI		007404	01 08/31/2011	110-4020-422.50-08	ANNUAL SVC FEE	575.00	
						VENDOR TOTAL *	575.00
0003393	00	STANDARD INDUSTRIAL & AUTO EQPT, INC					
50294		006765	01 08/31/2011	110-6047-512.40-98	OVERHEAD GREASE GUNS	230.00	
50417		007302	01 08/31/2011	110-6047-512.50-08	HYDRAULIC HOSE REPLACED	490.60	
						VENDOR TOTAL *	720.60
0014481	00	STAPLES CREDIT PLAN-601110002313401					
40083		006639	01 08/31/2011	110-2008-413.40-73	TONER CARTRIDGES	146.99	
97453		006640	01 08/31/2011	110-2008-413.50-25	PHONE MAINT	39.99	
						VENDOR TOTAL *	186.98
0014290	00	SUBURBAN DOOR CHECK & LOCK SERVICE					
413695		006944	01 08/31/2011	110-5030-421.50-01	DOOR HINGES	794.00	
						VENDOR TOTAL *	794.00
0003477	00	SUBURBAN DRIVE LINE, INC.					
00129530		007303	01 08/31/2011	110-6047-512.50-02	TRK/PARTS PW106	40.00	
00129530		007304	01 08/31/2011	110-6047-512.50-16	TRK/PARTS PW106	70.00	
						VENDOR TOTAL *	110.00
0008228	00	SUBURBAN LABORATORIES INC					

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0008228	00	SUBURBAN LABORATORIES INC						
11009	007001		01	08/31/2011	510-6051-501.30-33	LAB TESTING	180.00	
10881	006601		01	08/31/2011	510-6057-502.30-33	LAB TESTING	360.00	
11154	007000		01	08/31/2011	510-6057-502.30-33	LAB TESTING	345.00	
11226	007002		01	08/31/2011	510-6057-502.30-33	LAB TESTING	301.50	
VENDOR TOTAL *							1,186.50	
0007885	00	SUBURBAN LIFE PUBLICATIONS						
0000535850	006617		01	08/31/2011	110-0094-454.60-45	AD	175.00	
VENDOR TOTAL *							175.00	
0002854	00	SUNRISE COMMUNICATIONS, INC						
2337	006487		01	08/31/2011	110-0086-453.30-52	MEETING/08/01/2011	345.00	
2336	006488		01	08/31/2011	110-0086-453.30-52	MEETING/07/18/2011	295.00	
2342	006814		01	08/31/2011	110-0086-453.30-52	PROFESSIONAL SVCS	348.50	
2345	006815		01	08/31/2011	110-0086-453.30-52	DVD DUPLICATION	30.00	
2349	007068		01	08/31/2011	110-0086-453.30-52	MEETING/08/15/2011	295.00	
VENDOR TOTAL *							1,313.50	
0009868	00	SUSSEX MANAGEMENT ASSOCS						
11/01-11/02/11	007067		01	08/31/2011	110-5030-421.60-11	TRAINING CLASS	199.00	
VENDOR TOTAL *							199.00	
0019341	00	SYLVIA'S FLOWERS, INC						
04152789	006823		01	08/31/2011	110-4020-422.40-98	FLOWER ARRANGEMENT	60.99	
VENDOR TOTAL *							60.99	
0009845	00	SYNAGRO CENTRAL						
36022	007006		01	08/31/2011	510-6057-502.30-58	SLUDGE HAULING	8,794.40	
VENDOR TOTAL *							8,794.40	
0013697	00	TAPCO						
1374645	007320		01	08/31/2011	110-6041-432.40-52	SIGN	437.06	
VENDOR TOTAL *							437.06	
0011662	00	TENN-LYN, MICHAEL						
722 S HILLSIDE	006917		01	08/31/2011	110-6041-432.30-55	REAR YARD DRAIN PROGRAM	1,000.00	
VENDOR TOTAL *							1,000.00	
0000525	00	TERRACE SUPPLY CO						
70034292	007305		01	08/31/2011	110-6047-512.50-16	TRK/PARTS PW50	34.27	
VENDOR TOTAL *							34.27	
0018907	00	THE SHRED AUTHORITY						
AUG31579	007069		01	08/31/2011	110-2006-413.60-98	SHREDDING SVCS	553.50	
VENDOR TOTAL *							553.50	
0008999	00	THIRD MILLENNIUM ASSOCS, INC						
13814	006477		01	08/31/2011	110-6040-431.40-65	VEHICLE STICKER TRANSACTI	970.65	

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0008999	00	THIRD MILLENNIUM ASSOCS, INC						
						VENDOR TOTAL *	970.65	
0010869	00	TIGERDIRECT.COM						
3251084-1	006472		01	08/31/2011	110-2008-413.40-72	CREDIT/INCORRECT QUANTITY	1,545.99-	
P32519740101	006473		01	08/31/2011	110-2008-413.40-72	COMPUTER HARDWARE	3,102.66	
						VENDOR TOTAL *	1,556.67	
0006474	00	TOKAY SOFTWARE						
E63005261	007010		01	08/31/2011	510-6051-501.50-04	SOFTWARE SUPPORT RENEWAL	790.00	
						VENDOR TOTAL *	790.00	
0018275	00	TOTAL PARKING SOLUTIONS						
101428	006918		01	08/31/2011	530-0088-503.50-08	PREVENTATIVE MAINT	853.00	
101429	006919		01	08/31/2011	530-0088-503.50-08	WEBOFFICE MONITORING	520.00	
						VENDOR TOTAL *	1,373.00	
0000533	00	TRAFFIC CONTROL & PROTECTION						
70131	006671		01	08/31/2011	110-6041-432.40-52	ALUMINUM BLANKS	213.56	
70192	006672		01	08/31/2011	110-6041-432.40-52	LEG BRACKETS/GLASS BEADS	408.45	
						VENDOR TOTAL *	622.01	
0000532	00	TRAFFIC CONTROL CORP						
0000049760	007310		01	08/31/2011	110-6044-435.40-60	PEDESTRIAN PUSH BUTTONS	316.00	
0000050062	007311		01	08/31/2011	110-6044-435.40-60	PEDESTRIAN PUSH BUTTONS	124.00	
0000050063	007312		01	08/31/2011	110-6044-435.40-60	TRAFFIC SIGNAL PARTS	250.00	
						VENDOR TOTAL *	690.00	
0000535	00	TRANS UNION LLC						
07100958	006604		01	08/31/2011	110-5030-421.30-98	CREDIT BUREAU SVCS	102.47	
07100952	006605		01	08/31/2011	110-5030-421.30-98	CREDIT BUREAU SVCS	45.00	
						VENDOR TOTAL *	147.47	
0000403	00	TRANSCHICAGO TRUCK GROUP AND						
6153383CORR	005152		01	07/31/2011	110-6047-512.50-16	RETURNED MERCHANDISE	93.04-	
6153383CORR	006644		01	08/31/2011	110-6047-512.50-16	PARTS/SUPPLIES	93.04	
6153383CORR	006645		01	08/31/2011	110-6047-512.50-16	PARTS/SUPPLIES	93.04	
						VENDOR TOTAL *	93.04	
0005044	00	TRANSYSTEMS CORP						
INV-0002132320	006482		01	08/31/2011	110-6041-432.80-15	PROF ENG SVCS	28,904.24	
INV-0002140728	007418		01	08/31/2011	110-6048-513.80-25	PROF ENG SVCS	20,937.24	
						VENDOR TOTAL *	49,841.48	
0000536	00	TREE TOWNS REPROGRAPHICS, INC						
0000160622	006613		01	08/31/2011	110-5030-421.40-98	BOARD PRINT	458.40	
0000162554	006483		01	08/31/2011	110-6041-432.80-15	MATTE COVER/SIGNS	162.50	
0000163810	006961		01	08/31/2011	110-7060-451.60-44	BOARD PRINT	50.50	
0000164420	007330		01	08/31/2011	110-7060-451.30-52	BANNER	349.00	

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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						
0000536	00	TREE TOWNS REPROGRAPHICS, INC						
0000164353	007331		01	08/31/2011	110-7060-451.60-44	BANNER	174.40	
0000164151	007332		01	08/31/2011	110-7060-451.60-44	DIGITAL COLOR PRINT	7.50	
0000164566	007329		01	08/31/2011	510-6052-501.40-98	COPIES	58.16	
VENDOR TOTAL *							1,260.46	
0009931	00	TRUCK ALIGNMENT SPECIALISTS INC						
069991	006729		01	08/31/2011	110-6047-512.50-02	TRK/PARTS PW61	137.65	
070210	006873		01	08/31/2011	110-6047-512.50-02	TRK/PARTS PW83	137.65	
VENDOR TOTAL *							275.30	
0019534	00	UNIFIRST CORP						
081 0721200	006710		01	08/31/2011	110-6041-432.40-62	UNIFORM SUPPLIES	104.77	
081 0723203	007178		01	08/31/2011	110-6041-432.40-62	UNIFORM SUPPLIES	116.02	
081 0725221	007365		01	08/31/2011	110-6041-432.40-62	UNIFORM SUPPLIES	131.47	
081 0721200	006711		01	08/31/2011	510-6052-501.40-62	UNIFORM SUPPLIES	104.77	
081 0723203	007179		01	08/31/2011	510-6052-501.40-62	UNIFORM SUPPLIES	116.02	
081 0725221	007366		01	08/31/2011	510-6052-501.40-62	UNIFORM SUPPLIES	131.47	
VENDOR TOTAL *							704.52	
0015470	00	UNIFORMITY INC						
IN197412	007409		01	08/31/2011	110-4020-422.40-62	UNIFORM SUPPLIES	98.85	
IN197135	006820		01	08/31/2011	110-4022-423.40-62	UNIFORM SUPPLIES	89.70	
VENDOR TOTAL *							188.55	
0003709	00	UNIQUE PRODUCTS & SERV CORP						
225790	006673		01	08/31/2011	110-6046-418.40-24	SUPPLIES	379.50	
VENDOR TOTAL *							379.50	
0005115	00	UNIVERSAL TAXI DISPATCH, INC						
7284	006469		01	08/31/2011	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	215.20	
7294	006470		01	08/31/2011	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	204.34	
7294	006471		01	08/31/2011	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	24.40	
7307	006594		01	08/31/2011	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	431.70	
7307	006595		01	08/31/2011	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	21.20	
7326	007399		01	08/31/2011	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	398.35	
7326	007400		01	08/31/2011	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	22.45	
VENDOR TOTAL *							1,317.64	
0006266	00	UNTOUCHABLE AUTO WASH						
JULY 2011	006602		01	08/31/2011	110-6047-512.50-16	CAR WASHES	144.00	
VENDOR TOTAL *							144.00	
0017465	00	UPS SHIPPER 5A30E3						
00005A30E3311	006511		01	08/31/2011	110-4020-422.30-49	SHIPPING FEES	30.85	
00005A30E3331	007167		01	08/31/2011	110-5030-421.30-49	SHIPPING FEES	5.64	
00005A30E3321	007170		01	08/31/2011	110-6041-432.40-98	SHIPPING FEES	14.30	
00005A30E3311	006512		01	08/31/2011	110-6043-434.40-98	SHIPPING FEES	9.20	
00005A30E3311	006513		01	08/31/2011	110-6044-435.40-98	SHIPPING FEES	8.90	

PREPARED 08/29/2011, 14:15:59
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 08/31/2011 CHECK DATE: 09/08/2011

BANK: 01

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
0017465	00	UPS SHIPPER	5A30E3					
00005A30E3321	007171			01 08/31/2011	110-6044-435.40-98	SHIPPING FEES	47.07	
00005A30E3311	006514			01 08/31/2011	110-6047-512.40-98	SHIPPING FEES	5.66	
00005A30E3331	007168			01 08/31/2011	110-6047-512.40-98	SHIPPING FEES	5.64	
00005A30E3331	007169			01 08/31/2011	510-6057-502.40-98	SHIPPING FEES	10.01	
00005A30E3321	007172			01 08/31/2011	510-6057-502.40-98	SHIPPING FEES	88.00	
						VENDOR TOTAL *	225.27	
0000550	00	URICK, EUGENIE						
08/01-08/16/11	006805			01 08/31/2011	110-0086-453.30-52	CATV PROF SVCS	877.50	
						VENDOR TOTAL *	877.50	
0005793	00	USA BLUEBOOK						
463198	006992			01 08/31/2011	510-6052-501.40-98	TONGS	85.71	
459618	006991			01 08/31/2011	510-6056-502.50-10	PRESSURE POINT REPLACE	142.05	
						VENDOR TOTAL *	227.76	
0016782	00	USA MOBILITY WIRELESS, INC						
U2437123H	007120			01 08/31/2011	110-5030-421.30-75	MONTHLY PHONE	38.02	
						VENDOR TOTAL *	38.02	
0019947	00	VACKO, JON						
25461	006987			01 08/31/2011	110-0000-316.00-00	TRANSFER STAMP REFUND	783.00	
						VENDOR TOTAL *	783.00	
0014788	00	VERIZON WIRELESS						
2612225149	006856			01 08/31/2011	110-2008-413.30-98	MONTHLY PHONE	1,823.76	
						VENDOR TOTAL *	1,823.76	
0000559	00	VIKING AWARDS						
23121A	006608			01 08/31/2011	110-1001-411.60-56	PLAQUE/ENGRAVING	55.00	
23008A	006824			01 08/31/2011	110-4020-422.40-98	PLAQUE	25.00	
						VENDOR TOTAL *	80.00	
0000560	00	VILLA PARK ELECTRICAL SUPPLY						
01774822	007313			01 08/31/2011	110-4020-422.50-01	DOOR BELL INSTALL	113.89	
01775066	007314			01 08/31/2011	110-6044-435.40-60	TRAFFIC SIGNAL PARTS	188.28	
01775103	007316			01 08/31/2011	110-6044-435.40-98	SWITCH REPLACEMENT	20.08	
01775104	007318			01 08/31/2011	110-6044-435.40-60	TRAFFIC SIGNAL PARTS	42.52	
01774946	007317			01 08/31/2011	110-6046-418.50-01	LIGHT REPLACEMENT	112.00	
01775458	007315			01 08/31/2011	530-0088-503.50-14	PHOTO CELL REPLACEMENT	25.78	
						VENDOR TOTAL *	502.55	
0014891	00	VILLA PARK HARDWARE						
221611/2	006993			01 08/31/2011	510-6057-502.50-01	WEED TRIMMER STRING	6.78	
						VENDOR TOTAL *	6.78	
0005071	00	WALKER RESTORATION CONSULTANTS						
31711210005	006924			01 08/31/2011	530-0088-503.30-26	PROFESSIONAL SVCS	1,286.01	

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VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005071	00	WALKER RESTORATION CONSULTANTS						
						VENDOR TOTAL *	1,286.01	
0004045 08/26/2011	00	WALLACE, SCOTT 007408	01	08/31/2011	110-4020-422.60-98	EXPENSE REIMBURSEMENT	224.00	
						VENDOR TOTAL *	224.00	
0004998 000057323	00	WALTZ DIEDRE SPURLIN UT	01	08/31/2011	510-0000-113.02-00	UB CR REFUND	25.24	
						VENDOR TOTAL *	25.24	
0017787 521 PARKVIEW	00	WANGLER, DAN 006925	01	08/31/2011	110-6041-432.30-55	REAR YARD DRAIN PROGRAM	1,000.00	
						VENDOR TOTAL *	1,000.00	
0009292 0227623	00	WATER PRODUCTS CO OF AURORA 006865	01	08/31/2011	510-6052-501.40-68	WATER METERS	4,262.00	
						VENDOR TOTAL *	4,262.00	
0015717 406231 406242 406396	00	WENTWORTH TIRE-BENSENVILLE 006871 006872 007306	01	08/31/2011	110-6047-512.50-20	TIRES/PD-39 TIRES/E-32 TIRES/TRK#2	115.44 74.71 1,302.20	
						VENDOR TOTAL *	1,492.35	
0013079 823332674 6071046250	00	WEST PAYMENT CENTER 007113 007114	01	08/31/2011	110-5030-421.60-51	SUBSCRIPTION RETURNED MERCHANDISE	316.04 103.31-	
						VENDOR TOTAL *	212.73	
0013869 2012	00	WEST SUBURBAN CHIEFS OF POLICE 006804	01	08/31/2011	110-5030-421.60-37	MEMBERSHIP	75.00	
						VENDOR TOTAL *	75.00	
0000576 4102CM 119555 119738 119432 119788 119289 119794 120040	00	WEST SUBURBAN OP, INC. 006603 006659 006790 006791 006792 006956 006957 007337	01	08/31/2011	110-5030-421.40-33	RETURNED MERCHANDISE SUPPLIES SUPPLIES SUPPLIES BUSINESS CARD BOOK SKETCH BOOK SELF-SEAL MAILER/ENVELOPE BINDER/EVELOPES	29.97- 55.06 54.37 25.15 16.47 4.60 54.61 41.29	
						VENDOR TOTAL *	221.58	
0004668 199120 168712 199315	00	WEST TOWN REFRIGERATION 006946 007117 007118	01	08/31/2011	110-5030-421.30-98	MONTHLY MAINT FEE A/C REPAIR A/C REPAIR	525.00 293.00 3,010.00	

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VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER NO P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004668 199308	00	WEST TOWN REFRIGERATION 007119	01	08/31/2011	110-5030-421.50-01	A/C REPAIR	4,216.00	
VENDOR TOTAL *							8,044.00	
0015020 2998 3024	00	WHITE KNIGHT DETAIL 006728 007309	01	08/31/2011	110-6047-512.50-02 110-6047-512.50-02	DETAILING SVCS/PD-48 DETAILING SVC/PD-31	90.00 90.00	
VENDOR TOTAL *							180.00	
0002838 000187419 000187508 000187568	00	WHOLESALE DIRECT 007180 007307 007308	01	08/31/2011	110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16	SUPPLIES TRK/PARTS PW59 TRK/PARTS PW59	132.92 13.40 20.28	
VENDOR TOTAL *							166.60	
0008219 26045	00	WILSON, RUSSELL 007362	01	08/31/2011	110-0000-316.00-00	TRANSFER STAMP REFUND	637.50	
VENDOR TOTAL *							637.50	
0001041 08/22/2011 08/22/2011	00	WRIGHT, STEVE 007342 007343	01	08/31/2011	110-5030-421.60-05 110-5030-421.60-11	EXPENSE REIMBURSEMENT EXPENSE REIMBURSEMENT	19.98 9.70	
VENDOR TOTAL *							29.68	
0005485 08/22/2011	00	WROBLE, STEVE 007360	01	08/31/2011	110-4020-422.60-98	EXPENSE REIMBURSEMENT	75.17	
VENDOR TOTAL *							75.17	
0000582 1262297-1 1263488-1	00	ZENGER'S INDUSTRIAL SUPPLY 006949 006867	01	08/31/2011	110-6047-512.40-53 510-6052-501.40-31	TOOL REPAIR BATTERIES	70.67 300.00	
VENDOR TOTAL *							370.67	
0009183 18776 18776	00	303 TAXI 006816 006817	01	08/31/2011	110-0083-443.60-49 110-0083-443.60-19	SENIOR CITIZEN TAXI SVC DISABLED CITIZEN TAXI SVC	2,060.24 192.60	
VENDOR TOTAL *							2,252.84	
HAND ISSUED TOTAL ***								5,638.17
TOTAL EXPENDITURES ****							1,604,425.13	5,638.17
GRAND TOTAL *****								1,610,063.30



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

September 1, 2011

To: Mayor DiCianni and Members of the City Council
Re: Negotiation of Lower Electricity Usage Rates – Aldermen Polomsky, Morley, Kennedy
and Healy

It is respectfully requested that the attached request regarding community choice aggregation, to negotiate a lower usage rate for electricity be referred to the Finance, Council Affairs and Administrative Services Committee for their review, evaluation and subsequent recommendation for City Council action.

Respectfully submitted,

James A. Grabowski
City Manager

Copies To All
Elected Officials

09/01/2011

To: Mayor DiCianni and City Manager Jim Grabowski

From: Chris Healy, Alderman 5th Ward
Jim Kennedy, Alderman 6th Ward
Steve Morley, Alderman 6th Ward
Dannee Polomsky, Alderman 3rd Ward

Re: City assistance in negotiation of lower electricity usage rates

Date: September 1, 2011

With the increase in choices of electricity service providers, consumers have more opportunities, individually and as part of a community, to save on costs.

One potential option is "community choice aggregation." This option allows for the city, on behalf of its residents, to negotiate a lower usage rate for electricity.

In the interest of reducing energy costs for the residents of Elmhurst, we request that this matter be referred to the appropriate committee for review.

Respectfully submitted,

Dannee Polomsky, Alderman, 3rd Ward
Steve Morley, Alderman 6th Ward
Jim Kennedy, Alderman 6th Ward
Chris Healy, Alderman 5th Ward
City of Elmhurst



CITY OF ELMHURST

209 NORTH YORK STREET
ELMHURST, ILLINOIS 60126-2759
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PETER "PETE" DICIANNI
MAYOR
PATY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
JAMES A. GRABOWSKI
CITY MANAGER

August 22, 2011

TO: Mayor DiCianni and Members of the City Council

RE: CY 2011-12 State of Illinois Joint Purchase Contract for Rock Salt

The Public Works and Buildings Committee met on Monday, August 22, 2011 to review the price for rock salt in the CY 2011-12 Joint Purchase Contract awarded by the State of Illinois, Department of Central Management Services (CMS).

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

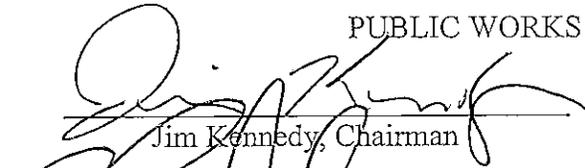
The City requested 4,800 tons of rock salt for the 2011-12 winter season. The Joint Purchase Contract requires the City to purchase a minimum of 80% (3,840 tons), up to a maximum of 120% (5,760 tons) of the amount requested. The City will receive rock salt from North American Salt Company at a price of \$66.28 per ton, which is \$0.33 less per ton than last year's contract.

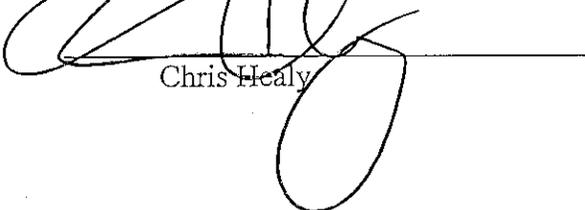
Funds in the amount of \$335,000 are budgeted in account number 250-6042-433-40-46 in the FY2011/12 budget for the purchase of rock salt. Funding in the amount of \$254,515 will be required to purchase the contract minimum 3,840 tons. Funding in the amount of \$381,773 would be required if the City purchases the maximum 5,760 tons.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the City Manager be authorized to purchase rock salt from North American Salt Company, through the State of Illinois Joint Purchase Contract, at the contracted price of \$66.28 per ton, not to exceed \$381,773, and that the City Attorney prepare the appropriate resolution.

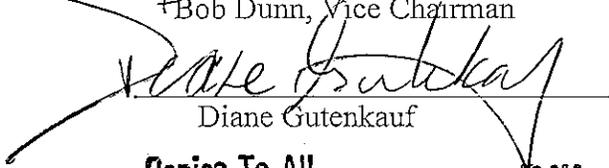
Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE


Jim Kennedy, Chairman


Chris Healy


Bob Dunn, Vice Chairman


Diane Gutenkauf

Copies To All
Elected Officials

9-01-11

cc: P.W. and
Bldg. Comm.

8-18-11



August 3, 2011

Dear Joint Purchasing Participant:

Subject: 2011-2012 Rock Salt, Bulk Contract Information

In completing the 2011 – 2012 Rock Salt season contract re-procurement, the State of Illinois did not encounter the types of supply-related issues experienced in previous seasons. We made every effort to secure Road Salt at the best available price for participants in our contract re-procurement, and gladly report that all locations across the State were able to have their supply needs met through the State's procurement efforts.

We again recommend that participating agencies and governmental entities examine their application rates and roadway priorities in order to minimize next season's maintenance program cost while also ensuring the safety of the public.

Enclosed is a copy of the requisition you submitted to us for the purchase of rock salt. The information from the requisition, including purchase commitment, can be used to submit your requirements to this year's contract vendor:

Contract: PSD 4017035
North American Salt Company
9900 West 109-th Street
Overland Park, KS 66210

Term: August 2011 - July 2012
FEIN Number: 48-1047632

Phone (800) 323-1641 or (913) 344-9330 Contact Name: Sean Lierz

Your unit is **Contract Line No: 109** / Price per ton F.O.B. destination, is **\$ 66.28**
Emergency pickup of salt at vendor's warehouse is available at base price of **\$ 75.00** per ton. Warehouses are open Monday through Friday, 7:00 a.m. to 3:00 p.m. Please contact the vendor during regular business hours for the specific warehouse location in your area.

The additional price per ton to have rock salt delivered in trucks equipped with coal/grain chute openings in the tailgate to permit controlled off-loading of rock salt onto conveyors is **\$ 5.50** per ton. Contact vendor for availability in your area and scheduling deliveries.

You are responsible for issuing your own purchase order document to the vendor. Orders may be placed with the vendor via telephone, with a written or fax confirmation to follow immediately. *You are strongly encouraged to order early and to store as much salt as possible in order to help prevent potential salt shortages this winter.* Also, you need to make every effort to place orders in full truckload lots (22-25 tons) or multiples of such.



Your governmental unit is responsible for ensuring that the 80 or 100 percent minimum guaranteed purchase commitment (as noted on your Requisition) is met before the end of the winter season, June 30, 2012. The vendor is required to furnish not less than 120 percent (if needed) of the contract quantity by March 1, 2012. Your governmental unit is responsible for processing vendor invoices in a timely manner.

Delivery shall be made as soon as possible after vendor receipt of order by phone or mail. The maximum time from receipt of order to the actual delivery for orders placed between December 1, 2011 through April 1, 2012 shall not exceed seven working days, unless as modified in the Order Guidelines herein..

For orders placed between December 1, 2011 and April 1, 2012, if a vendor is unable to make delivery within the order timeline, local governmental units shall have the right to retain \$.20 per ton per working-day as liquidated damages on the undelivered portion of the order. For orders placed prior to 9:00 a.m. on a given day, that day to be considered as the first calendar day of the seven-day delivery period. For an order placed after 9:00 a.m. on a given day, the following day shall be considered as the first calendar day of the seven-day delivery period.

CMS reserves the right to mitigate application of liquidated damages imposed against a vendor, in the event of orders exceeding the maximum percentages outlined below:

An agency may order up to 20.% of their awarded contract tonnage in any given week and vendor shall deliver within 7 working-days after receipt of order. Quantity ordered above the 20.% threshold shall have an extended deliver time of one-working-day for each one-percentage-point above the 20.% guideline. For example, if an agency orders 25.% of their awarded total 100 ton, delivery of the first 20 ton (20.%) shall be within 7 working-days after receipt of order, the remaining 5 ton should be delivered within 12 working-days after receipt of order.

If after seven working-days of liquidated damages assessment, the vendor has still failed to deliver, local governmental unit shall have the right to terminate an order and purchase road salt or abrasives from another source, or take action consistent with public safety as needed to continue daily business. Any and all additional costs incurred may be collected from the original vendor, in addition to liquidated damages, by participant's legal action.

All deliveries shall be covered with approved weatherproof materials. The vendor shall ensure that delivery person inspects the inside of the trailer and that all salt is removed from the trailer before leaving a delivery point. The vendor will ensure all weights and measures shown on delivery tickets are correct. Local governmental units reserve the right to require that delivery trucks occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads.



Deliveries of rock salt containing any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc., may be rejected at the delivery site. In the event that any foreign material is discovered in dumped deliveries, the salt and foreign matter may be reloaded onto the cartage hauler's truck by the local governmental unit and returned for credit, or the vendor shall immediately ship a specification compliant load of replacement salt, or issue a refund to the governmental unit consistent with the contract price.

In December 2011, the contract vendor shall have in place stockpile(s) located in or near Illinois covering the tonnage awarded for the northern regions of the State, and in January of 2012 the contract vendor shall have in place stockpile(s) in or near to Illinois covering the total tonnage awarded for all regions of the State. At our discretion, we will inspect the stockpiles to ensure that these stockpiles are in sufficient quantities, and that vendor commitments to the stockpiles are with the users of this contract.

Enhanced rock salt 2011 - 2012 season availability from North American Salt Company:

The Department of Central Management Services requested pricing for an enhanced rock salt option in the invitation for bid, and received an offering from North American Salt. Their prices are made available to any joint purchasing participant awarded in the North American Salt Rock Salt Contract as an up-charge per ton option and are to be added to your order as a separate line item. Locations interested in ordering this enhanced salt option must call the vendor to facilitate ordering arrangements.

North American Salt is providing the following Price structure for 2011 – 2012 Season:

IDOT District No. 1 \$ 14.50 Price up-charge per ton.
IDOT District No. 2 \$ 14.50 Price up-charge per ton.
IDOT District No. 3 \$ 14.50 Price up-charge per ton.
IDOT District No. 4 \$ 14.50 Price up-charge per ton.
IDOT District No. 5 \$ 14.50 Price up-charge per ton.
IDOT District No. 6 \$ 14.50 Price up-charge per ton.
IDOT District No. 7 \$ 14.50 Price up-charge per ton.
IDOT District No. 8 \$ 14.50 Price up-charge per ton.
IDOT District No. 9 \$ 14.50 Price up-charge per ton.

The enhanced salt product features additional pre-treatment of approved road salt with a product providing enhanced melting performance, with reduced corrosion and clumping.

It is hoped that this information will be beneficial to you in the utilization of this contract. If you have any further questions concerning the rock salt contract, please feel free to contact me at (217) 782-8091.

Sincerely,

Wayne Ilsley, CPPB, Buyer
Bureau of Strategic Sourcing

GovSalt.doc

Page 3 of 3

801 Stratton Office Building, 401 South Spring Street, Springfield, IL 62706

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CITY OF ELMHURST

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(630) 530-3000
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PETER "PETE" DICIANNI
MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
JAMES A. GRABOWSKI
CITY MANAGER

August 22, 2011

TO: Mayor DiCianni and Members of the City Council

RE: 2011 Sidewalk Replacement Program

The Public Works and Buildings Committee met on Monday, August 22, 2011 to review bids for the 2011 Sidewalk Replacement Program. The bids received are summarized on Attachment "A".

The work in general consists of the removal and replacement of existing sidewalk and curb and gutter and the installation of new sidewalk at various locations throughout the City. This is a cost sharing program where the City and homeowner share the expense to replace broken sidewalk.

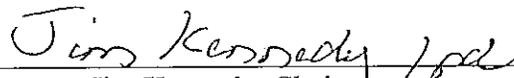
Kings Point General Cement, Inc. of Bensenville, Illinois submitted the lowest responsible bid meeting all of the bidding requirements. Kings Point's bid was \$93,900.00. Kings Point has completed similar work for the City in a satisfactory and professional manner. \$93,900.00 will allow for approximately 860 sidewalk squares to be reconstructed.

Monies have been provided in the FY 2011/12 budget in the amount of \$138,000 in account number 110-6041-432-30-70. The original budget amount was \$150,000 and approximately \$12,000 was used to construct the new sidewalk on Elm Park at West Avenue. The \$138,000 remaining will allow for approximately 1400 sidewalk squares to be reconstructed.

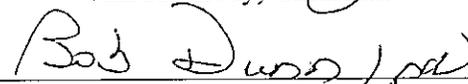
It is, therefore, the recommendation of the Public Works and Buildings Committee that the low bid unit prices from Kings Point General Cement, Inc. for the 2011 Sidewalk Replacement Program be accepted and that the total cost of the work not exceed the budgeted amount, and the City Attorney be authorized to draft a resolution approving a contract with Kings Point General Cement, Inc.

Respectfully submitted,

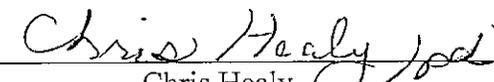
PUBLIC WORKS AND BUILDINGS COMMITTEE



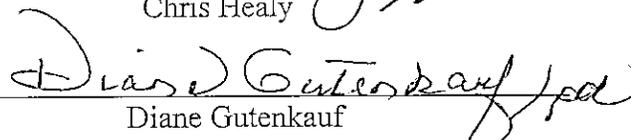
Jim Kennedy, Chairman



Bob Dunn, Vice Chairman



Chris Healy



Diane Gutenkauf

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9-01-11

ATTACHMENT "A"

<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



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JAMES A. GRABOWSKI
CITY MANAGER

August 9, 2011

To: Mayor DiCianni and Members of the City Council

RE: Proposal for Supplemental Smoke Testing

The Public Works and Buildings Committee met on Monday, August 22, 2011, to discuss a proposal from the RJN Group to continue smoke testing on selected areas of south Elmhurst, IL.

As the Committee is aware, RJN is currently in Elmhurst working on smoke testing the sanitary sewer system. The purpose of the smoke testing is to find cross connections between the sanitary sewer and sources of clean water inflow and infiltration. The smoke testing has indicated numerous cross connections in the areas tested and the vast majority of these are private system connections. However, there are numerous City-owned cross connections which will need to be removed.

RJN is recommending that the City perform additional smoke testing to find sources of inflow and infiltration in other parts of the City. Attached is a proposal from RJN to perform an additional 137,593 linear feet of smoke testing. The cost for this work is \$87,365.00.

The original proposal from RJN included manhole inspections and smoke testing of 100% of the sanitary sewer system in southwest Elmhurst. During discussions between the City and RJN of the scope of work and costs, it was determined that RJN would start with a small percentage of manhole inspections and smoke testing as a sample test. If the sample tests indicated a high number of problems, then either the manhole inspections or smoke testing would have to be increased to an appropriate level to allow the modeling to go forward. In the case of the manhole inspections, the RJN crews found that the manholes have held up very well since they were last repaired in the early 90's. Consequently the manhole inspections done so far will suffice. Unfortunately, smoke testing has indicated the number of sources of inflow and infiltration is very large necessitating further testing.

The additional smoke testing will serve two purposes. First it will identify the sources of inflow and infiltration, private and public, for possible future repairs to eliminate those sources. Secondly, the additional information will allow RJN to construct a model which will be accurate and will properly reflect the way the City's sanitary system functions. Attached is a spreadsheet listing the defects which RJN has found thus far through smoke testing 30,051 linear feet of sewer and information on RJN's prior experience of their recent area projects.

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Elected Officials

09/01/2011

Page 2

To: Mayor DiCianni and Members of the City Council
RE: Proposal for Supplemental Smoke Testing

Funds have been provided for the supplemental smoke testing in selected portions of Elmhurst in the 2011/12 budget in account number 510-6056-502-80-13.

Therefore it is the recommendation of the Public Works and Buildings Committee that the proposal be accepted for supplemental smoke testing in selected portions of the City of Elmhurst conducted by RJN Group for an amount not to exceed of \$87,365.

Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE



Jim Kennedy, Chairman



Robert Dunn, Vice Chairman



Chris Healy



Diane Gutenkauf

July 19, 2011

Mr. Mike Hughes
Director of Public Works
City of Elmhurst
209 N. York Street
Elmhurst, Illinois 60126

Subject: Proposal for Supplemental Smoke Testing and Dyed Water Flooding

Dear Mr. Hughes:

In accordance with our discussion, we have prepared this proposal to further assist the City in reducing public sector inflow and infiltration (I/I) in the sanitary sewer system.

Background

RJN Group submitted a proposed Scope of Work in January, 2011 to conduct a comprehensive evaluation of the City of Elmhurst Sanitary Sewer System. This Scope of work included smoke testing of 219,000 linear feet of sanitary sewer in South Elmhurst (100% testing in Southwest Elmhurst and 50% sample testing in Southeast Elmhurst). In order to reduce the overall cost of the project, this Scope of Work was reduced to a sample of 30,000 linear feet of smoke testing in Southwest Elmhurst. This sample smoke testing is scheduled to be completed in August, 2011.

Subsequent to the Notice to Proceed for the Comprehensive Flood Plan contract, the City has submitted a Compliance Commitment Agreement to the Illinois Environmental Protection Agency as a result of a Notice of Violation issued to the City. One component of this Compliance Commitment Agreement requires that the City complete public sector sanitary sewer rehabilitation design and construction by November, 2012. This schedule will require the identification of public sector sanitary sewer defects through smoke testing and dye water testing. In order to comply with this schedule, this work must be completed during the dry season of 2011. Conducting this smoke testing and dye water flooding in the summer of 2012 would not allow sufficient time for completion of the rehabilitation design and construction.

Proposed Scope of Work

Our proposed scope of work procedures are identical to the smoke testing and dyed water flooding tasks already contained in the Comprehensive Flood Plan Scope of Work. The proposed smoke testing and dyed water flooding will be conducted in the areas identified on Table 1.

Schedule

All field work will be completed by September 30, 2011. The results of all smoke testing and dye water flooding will be incorporated into the Comprehensive Flood Plan draft and final reports.

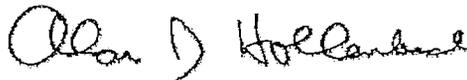
Proposed Fee

This work will be billed on a time and material basis using the same fee schedule and unit rates as the Comprehensive Flood Plan project, with a not-to-exceed maximum billing of \$87,365 as shown on Table 2. The number of dye testing setups is an estimate, and will be based on the results of the smoke testing. RJN will review the results of the 30,000 linear feet sample of smoke testing with City staff before proceeding to conduct the balance of the supplemental smoke testing.

Feel free to contact me at 630-682-4700 x 317 if you would like to discuss this proposal. We are looking forward to the opportunity to continue our work with the City on this important project.

Sincerely,

RJN Group Inc.



Alan J. Hollenbeck, P.E.
President/CEO

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Sincerely,

RJN Group Inc.



Alan J. Hollenbeck, P.E.
President/CEO

Table 1
Smoke Testing Areas

Sanitary Sewer Basin	Comprehensive Flood Plan Scope Linear Feet	Supplemental Scope- Linear feet
18		29,549
19		10,812
20 ✓	2,667	46,429
22 ✓	3,921	6,126
23 ✓	15,139	16,482
24 ✓	8,324	20,672
27 ✓		7,523
	<u>30,051</u>	<u>137,593</u>

Table 2

7/19/2011

Level of Effort- Supplemental Smoke Testing and Dyed water Flooding

RJN Group, Inc.

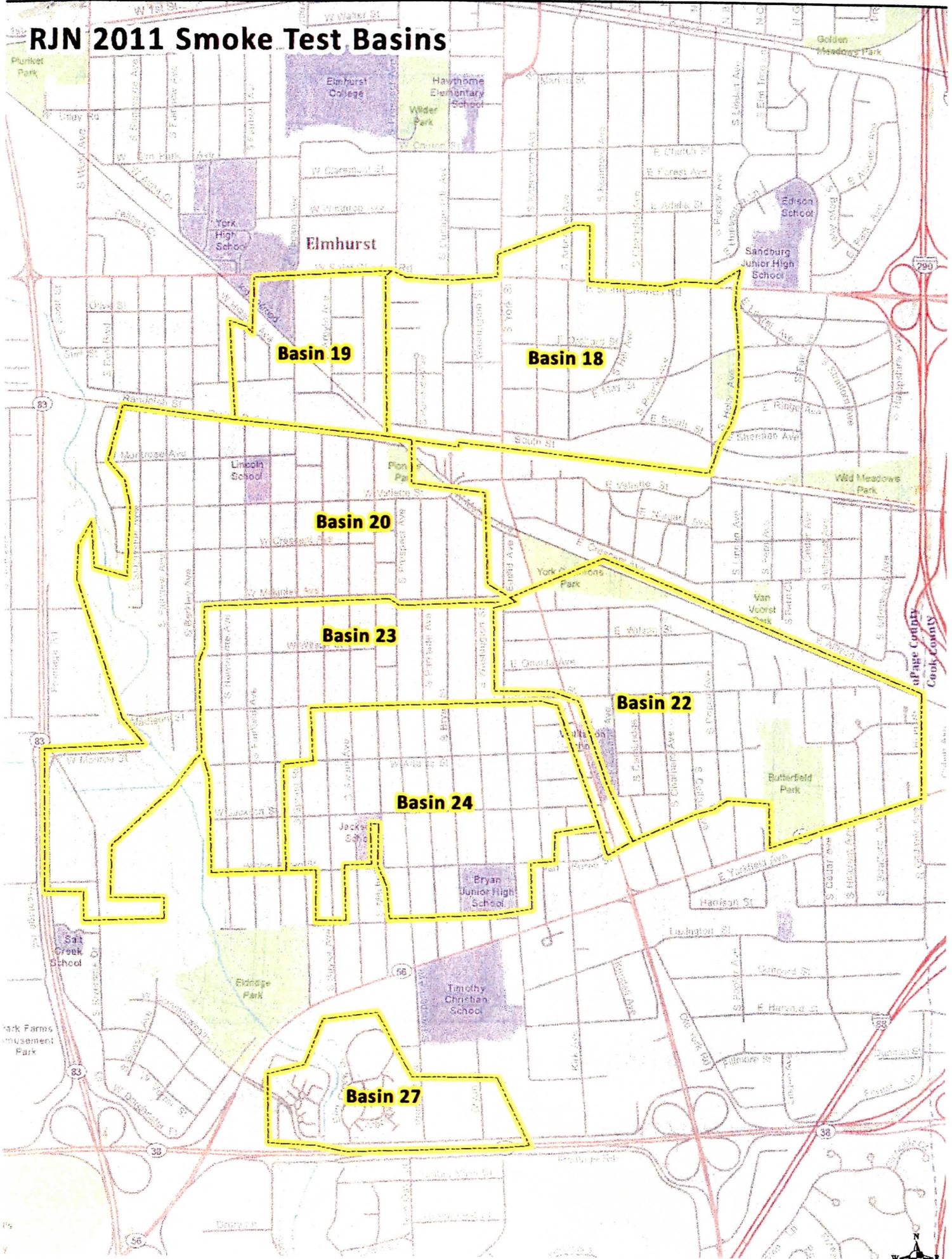
Task No.	Task Description	Hourly Rate	RJN Group, Inc.							Total Hours	Direct Costs	Total Cost
			200 PM	160 SPE	125 SC	110 PE	80 ET	65 FT	55 CL			
6002	South Elmhurst System Assessment											
	Smoke Testing - 138,000 Linear Feet		2	16	0	24	48	880	40	1010	7,500	\$76,340
	Dyed water Flooding - 20 Tests		0	4	0	6	16	120	4	150	425	\$11,025
	Subtotal		2	20	0	30	64	1000	44	1160	7925	\$87,365

Direct Expenses

Mileage- Field Survey Vehicle
Smoke Bombs/Dye

PM Project Manager
SPE Senior Project Engineer
SC Special Consultant
PE Project Engineer
ET Engineering Technician
FT Field Technician
CL Clerical

RJN 2011 Smoke Test Basins



City of Elmhurst Sample Smoke Testing Results

Category	Defect	Number of Sources	Estimated 1 Year-Storm Inflow/Infiltration Rate		Percent Total Inflow/Infiltration
			gpm/defect	total g/day	
Private Sector- Removal can proceed <u>prior</u> to development of Private Sector Program Details					
	Area Drain	7	2-10	50,400	
	Cleanout Cap Defective	16	0.1-0.3	4,608	
	Cleanout Cap Missing	6	0.5-0.9	7,776	
	Disconnected Downspout	20	0.9	25,920	
	Suspect Downspout	2	10-20	43,200	
	Sump Pump	1	6.0	8,640	
				140,544	7.9%
Private Sector- Removal action will likely require development of Private Sector Program Details					
	Private MH	8	0.5	5,760	
	Driveway Drain	23	3-7	165,600	
	Foundation Drain	62	4-8	535,680	
	Building Lateral	34	0.5-1	34,272	
	Curb and Gutter	4	0.5-1	4,032	
	Sidewalk	5	0.5-1	5,040	
	Stairwell Drain	5	0.5	18,000	
	Water Service	10	0.5-1	10,080	
	Window Well Drain	24	0.5	17,280	
				795,744	44.7%
Public Sector					
	Mainline	1	1.5	2,160	
	Catch Basin	26	10-40	748,800	
	Inlet	2	10-40	57,600	
	Storm MH	1	10-40	28,800	
	Sanitary Manhole Frame	11	0.5	7,920	
				845,280	47.4%
		Total	268	1,781,568	100.0%

Prior Experience on Recent Chicago Area projects

Community	% of Total Inflow/Infiltration Identified through Smoke Testing	
	Private Sector	Public Sector
Glen Ellyn	60%	40%
Deerfield*	70%	30%
West Chicago	40%	60%
Villa Park	58%	42%

There is a high % of driveway drains in study area



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CITY TREASURER
JAMES A. GRABOWSKI
CITY MANAGER

August 22, 2011

To: Mayor Peter P. DiCianni and the Members of City Council

RE: Bid, Ford Expedition Special Service Vehicles Purchase

The Public Affairs and Safety Committee met on Monday, August 22, 2011 to discuss bids received for two (2) Ford Expedition EL Special Service vehicles. Invitations to Bid were sent out to eleven (11) area dealers.

The results are listed below:

Total Price for F13 Less Trade

<u>Dealer</u>	<u>Total</u>
Freeway Ford, Lyons, IL	\$30,492.00
Roesch Ford, Bensenville, IL	\$30,700.00
Northwest Ford, Franklin Park, IL	\$30,836.00
Haggerty Ford, West Chicago, IL	\$31,388.00
Ewald Automotive Oconomowoc, WI	\$32,536.00
Sutton Ford., Matteson, IL	\$32,940.00
Packey Webb Ford, Downers Grove, IL	No Bid
Landmark Ford, Springfield, IL	No Bid
Geiser Ford	No Bid
Anderson Rock River Ford, Rockford, IL	No Bid
Joe Rizza Ford, North Riverside, IL	No Bid

Total Price for PD17 Less Trade

<u>Dealer</u>	<u>Total</u>
Freeway Ford, Lyons, IL	\$30,992.00
Roesch Ford, Bensenville, IL	\$31,200.00
Sutton Ford., Matteson, IL	\$32,440.00
Ewald Automotive Oconomowoc, WI	\$32,536.00
Haggerty Ford, West Chicago, IL	\$32,688.00
Northwest Ford, Franklin Park, IL	\$32,736.00
Packey Webb Ford, Downers Grove, IL	No Bid
Landmark Ford, Springfield, IL	No Bid
Geiser Ford	No Bid
Anderson Rock River Ford, Rockford, IL	No Bid
Joe Rizza Ford, North Riverside, IL	No Bid

**PUBLIC AFFAIRS &
SAFETY COMMITTEE**

8/11/11

**Copies To All
Elected Officials**

9/1/11

F13

This vehicle will be used by the on duty Battalion Chief to respond to emergencies and set up Incident Command. This vehicle is outfitted with a Mobile Data Terminal, Interoperable radio's and numerous reference materials that aid the Fire Department Incident Commander in dealing with all types of emergencies including structure fires, auto extrications, Hazardous Materials and Technical Rescue responses. If the incident escalates beyond the capabilities of this vehicle, the City's Mobile Command Vehicle would be requested to assist with a Unified Command operation.

The low bid from Freeway Ford, Lyons, IL for F13 meets all bids specifications. The price reflects a trade-in allowance of \$3,150.00 for old F13, a 1999 Ford Expedition with 77,911 miles. Funds have been provided in the FY 2011/2012 budget under the following account numbers: \$38,000 in 110-4020-422-80.06. Delivery is 12-14 weeks after receipt of order.

PD17

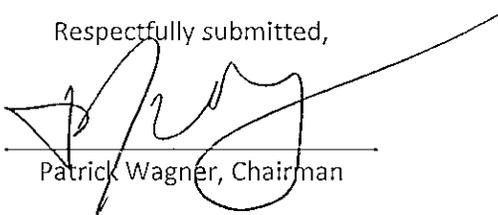
PD 17 will be used as the Evidence Technician vehicle which carries a large amount of technical equipment. The vehicle is used 24 hours per day as a first response vehicle. The current PD 17 has over 88,000 miles and will be used to replace an older vehicle, E24.

The low bid from Freeway Ford, Lyons, IL for PD-17 meets all bids specifications. The price reflects a trade-in allowance of \$2,650.00 for E24. Funds have been provided in the FY 2011/2012 budget under the following account numbers: \$35,000.00 in 110-5030-421-8006 for PD17. Delivery is 12-14 weeks after receipt of order.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Council approve the purchase of One 2012 Ford Expedition EL from Freeway Ford, Lyons, IL, to replace F13 and one 2012 Ford Expedition EL from Freeway Ford of Lyons, IL, to replace PD-17. It is also the recommendation of the Public Affairs and Safety Committee that the City Council authorize the disposal of old F13. It is also the recommendation of the Public Affairs and Safety Committee that the City Council authorize the disposal of old E24 by trading this vehicle as part of the purchase for PD-17. The total cost for F13 from Freeway Ford, Lyons, IL is \$30,492.00 with a trade in value of \$3,150.00. The total cost for PD-17 from Freeway Ford, Lyons, IL is \$30,992.00 with a trade in value of \$2,650.00 for E24.

As approved previously, since these bids are under budget, a purchase requisition will be prepared.

Respectfully submitted,



Patrick Wagner, Chairman



Paula Pezza, Vice Chairman

Michael Bram



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August 22, 2011

TO: Mayor Peter P. Dicianni and Members of the City Council

RE: Purchase of AFIS Live Scan Fingerprint Equipment System for Police Department

On August 22, 2011, the Public Affairs and Safety Committee met to discuss the purchase of a replacement Live Scan Fingerprint System for the Police Department. Live Scan technology allows law enforcement to digitally take fingerprints of suspect, offenders and applicant citizens. These digital fingerprints are transmitted electronically to the Illinois Bureau of Identification, compared to their databases, along with exemplars from open cases. Additionally, the system takes digital mug shots and biographical data of the suspect/offenders for a centralized database. This technology provides our officers with immediate confirmation of the suspect/offenders identity.

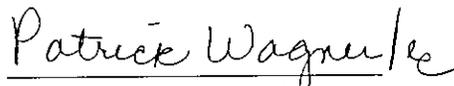
The current AFIS Live Scan System was purchased in November of 2005 and is approaching end of life status. Many parts, such as the palm and finger scanner, hard drive and scanner card have been replaced with refurbished parts and are currently in need of replacement.

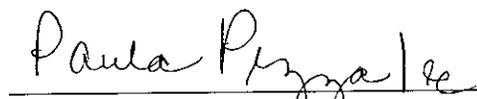
Our current AFIS Live Scan System vendor is L1 Identity Solutions. This has been our current vendor since May of 2000. We recommend using this same vendor for ease of transition and minimal training and learning curve for the officers. We have also solicited bids from another vendor, Cogent Systems, but would also incur additional expenditures for a new mug shot server, hardware and integration. Currently the State of Illinois does not list any AFIS Live Scan vendors on <http://www.purchase.state.il.us>.

The committee agreed the purchase of Live Scan was needed and also discussed the options for an extended warranty. The purchase of the unit includes a one-year warranty, the cost of the 2-year warranty is \$6,263.00 and a three-year warranty is \$19,129.00. The IT Department recommends the purchase of a 2-year warranty for the total cost of the unit and the 2-year warranty to be \$46,428.00.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Council approve the purchase of the Live Scan Fingerprint and Mugshot System and a 2-year warranty for a total cost of \$46,428.00 from our current vendor L1 Identity Solutions. The Information Technology Department has budgeted \$75,000 for the Live Scan System in the fiscal 2011-12 Capital Expenditure Budget line item 110-2008-413-80-03.

Respectfully submitted,
Public Affairs and Safety Committee


Patrick Wagner, Chairman


Paula Pezza, Vice-Chairman

Michael Bram



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CITY MANAGER

August 23, 2011

To: Mayor DiCianni and Members of the City Council

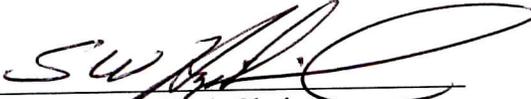
Re: Municipal Code of Ordinances Chapter 2 Revisions

The Finance, Council Affairs and Administrative Services Committee met several times, most recently August 22, 2011, to review Chapter 2 of the City of Elmhurst Municipal Code of Ordinances (MCO).

The Finance Committee, with the assistance of City Attorney Storino, has reviewed Chapter 2 of the City's MCO. The goal of this review was to recommend amendments to bring the provisions of Chapter 2 in to conformance with Illinois state statute. After discussion and review, several amendments to Chapter 2 are proposed, and are noted on the draft ordinance which is attached. Deletions are noted in the right margin and additions are underlined.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council direct the City Attorney to prepare an ordinance adopting the amendments to City of Elmhurst MCO Chapter 2, as detailed on the attached draft ordinance.

Respectfully submitted,
FINANCE, COUNCIL AFFAIRS AND
ADMINISTRATIVE SERVICES
COMMITTEE



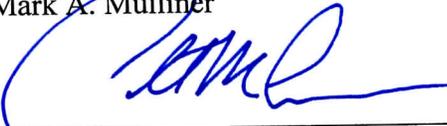
Stephen W. Hipskind, Chairman



Mark A. Mulliner



Kevin L. York, Vice Chairman



Scott M. Levin

MCOChapter2Revisions

minutes to all
Elected Officials

09/01/2011

CITY OF ELMHURST

~~ORDINANCE NO. 2010~~

MCO - - 2011

AN ORDINANCE AMENDING SECTION 2.06 ENTITLED, "COUNCIL RULES OF ORDER" ~~AND~~, SECTION 2.07 ENTITLED, "COUNCIL VOTING; YEAS AND NAYS; MAYOR'S VOTE"; AND SECTION 2.09 ENTITLED, "COMMITTEES," OF CHAPTER 2 ENTITLED "CITY COUNCIL" OF THE MUNICIPAL CODE OF THE CITY OF ELMHURST

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

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

WHEREAS, the corporate authorities of the City have determined that it is in the best interest of the City to revise the rules and procedures pertaining to meetings of the City Council.

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

Section 1. The foregoing recitals are adopted as the findings of the corporate authorities of the City of Elmhurst and said findings are incorporated herein as if fully restated.

Section 2. That Section 2.06 entitled, "Council Rules of Order" of Chapter 2 entitled, "City Council" of the Municipal Code of the City of Elmhurst, DuPage and Cook Counties, Illinois, as amended, is hereby further amended to read as follows:

2.06 Council rules of order.

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(a) Order of Business. The following order of business shall be followed in all meetings of the City Council: At the hour selected for the meeting, the Mayor, ~~if present, or in his absence the temporary chairman,~~ shall instruct the Clerk, ~~or someone appointed to fill his place,~~ to proceed to call the roll of ~~members~~Alderman, mark the absentees and announce whether a quorum is present. ~~If the Mayor is not present, the Clerk shall act as chair of the meeting until a Mayor Pro-Tem is elected.~~ If a quorum is present, the Council shall be called to order, ~~the~~ The Mayor ~~takingshall take~~ the chair ~~if~~. ~~If the Mayor is not present, and the Council appointing a temporary chairman, if he should be absent. If a quorum does not appear, the Council shall not thereby stand adjourned unless by a vote of the members present, elect a Mayor Pro-Tem.~~

When a quorum is present, the Council shall then proceed to the business before it, which shall be conducted in the following manner:-

1. Pledge of Allegiance.
2. Roll Call to Establish a Quorum.
3. Receipt of Written Communications and Petitions from the Public.
4. Public Forum.
5. Announcements, Proclamations and Presentations.
6. Consent Agenda. An item shall be removed from the Consent Agenda on the request of one Alderman. Such item shall then be considered immediately following approval of the Consent Agenda. Yeas and nays shall be taken on approval of Consent Agenda and recorded in the minutes.

~~4.-~~
A. Minutes of Proceedings. Minutes of proceedings of the last preceding meeting or meetings; approval of the same as published or as amended, if amendment be made.-

~~5~~
B. Accounts Payable. Accounts payable shall be included as part of the consent agenda, the total dollar amount thereof to be listed on same.-

~~6~~
An item shall be removed from the Consent Agenda on the request of one Alderman. Such item shall then be considered immediately following approval of the Consent Agenda. Yeas and nays shall be taken on approval of Consent Agenda and recorded in the minutes.

7. Special Items of Public Interest or for Public Discussion.

78. Report of Committees:

- A. Standing
 - (1) Majority Report
 - (2) Minority Report
- B. Special
 - (1) Majority Report

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(2) Minority Report

~~C. Any ordinance, resolution or other action resulting from the aforesaid committee reports.~~

~~8.~~

~~9.~~ Reports and recommendations of elected officials and the City Manager.

~~9~~10. Ordinances

~~10~~11. Resolutions

~~11.~~ Reports of Board and Commissions.

~~12.~~ Applications and Petitions

~~13.~~ Communications

~~14.~~ Other Business

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(b) Priority of Business. All questions relating to the priority of business shall be decided by the chair without debate, subject to appeal to the Council.-

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(c) Preservation of Order. The presiding officer shall preserve order and decorum and may speak to points of order in preference to other members.-

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(d) Points of Order. The presiding officer shall decide all questions of order, subject to an appeal to the Council. ~~In case of appeal, no member shall speak more than once without the unanimous consent of the Council.~~

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(e) Admission Within Bar. During the session of the Council, only city officers shall be admitted within the bar of the Council room, except upon invitation of the ~~chairman.~~ presiding officer.

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(f) Addressing Council. No person not a member of the Council shall address the Council without the consent of a majority of the members present, except during the Public Forum section of the City Council agenda, provided that the presiding officer, without consent of the Council, may ~~request comments or information from the City Clerk, City Treasurer or City Attorney, provided further that the presiding officer, without consent of the Council, may recognize the City Clerk, City Treasurer, City Attorney or City Manager, and further provided that any Alderman, upon recognition by the presiding officer, may address and seek comments from the City Clerk, City Treasurer when either seeks to speak to an issue or motion then under consideration by the Council, but only if such issue or motion relates, in the case of the City Clerk, to an area or areas of responsibility of the Clerk, or in the case of the Treasurer, to an area or areas of responsibility of the Treasurer, City Attorney, City Manager or any other city staff member as required.~~ During Public Forum, any member of the public may address the Council on any subject, provided the person speaking first completes the Public Forum sign-in sheet, identifies himself or herself, states his or her address and informs the presiding officer of the subject or issue to be addressed. The person wishing to speak may address the City Council after being called upon by the presiding officer or the City Clerk. All comments shall be addressed to the presiding officer. The presiding officer may impose reasonable limits on the time to be allowed for Public Forum and for each speaker who takes part therein, giving consideration to the probable number of

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speakers and lateness of the hour. The presiding officer shall have the power to limit repetitive statements in addition to other powers granted by ordinance.-

~~(g) Clearing~~

~~(g) Prohibited Behavior During Meetings/Removal of Persons. No person attending any City Council Room. In case of any disturbance or disorderly conduct, meeting may engage in the following behaviors:~~

~~1. Conduct in violation of any City ordinance, state or federal law, or any rule or regulation implementing state or federal law;~~

~~2. Interruption of speakers: name calling; boisterous remarks;~~

~~3. Offensive use of abusive, obscene, profane, slanderous or threatening language or gestures;~~

~~4. Acting or behaving in such an unreasonable manner so as to alarm or disturb another and to provoke a breach of the peace; or~~

~~5. Any other act designed to intimidate, threaten or harm persons, or damage or destroy property.~~

The presiding officer ~~shall have~~ has the power to require ~~the Council room to be cleared, if necessary, individuals who have engaged in any prohibited behavior to leave the meeting or to order the individual to be removed. The person to be removed from the meeting has no right to appeal from such an order; however, such an order may be appealed by any member of the Council present at the meeting. Any ruling by the presiding officer may be overruled by a majority of the Aldermen present at such meeting.~~

(h) Executive Sessions. The Council may at any time, by the affirmative vote of ~~three-fourths of~~ the members present, resolve itself into executive session, at which session all but members of the Council may be excluded.-

(i) Presentation of Communications, Etc. ~~When an~~ An Alderman ~~wishes~~ wishes to present a communication, petition, order, resolution or other original matter, ~~he~~ shall first obtain recognition by the presiding officer, and shall briefly state its nature, before presenting the same. Any report or communication from an Alderman, the subject matter of which has not been referred to his committee, shall appear in the Council order of business under subsection (a)(~~79~~) hereof.

(j) Limitations on Debate. No Alderman, without leave of the Council, shall speak more than once upon the same subject, until every member desirous of speaking shall have had an opportunity to speak. No Alderman shall speak longer than five minutes at any one time, except by consent of the Council.-

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(k) Private Discourse. While an Alderman is speaking, no member shall hold any private discourse.

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~~(l) Leaving Council Room During Session. No Alderman shall be allowed to leave the Council room while in session, unless excused by the presiding officer.~~

~~(m)~~ Special Order of Business. Any matter before the Council may be set down as a special order of business at a time certain pursuant to Rule ~~(hgg)~~ hereof.

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~~(n)~~ Motions. No motion shall be put or debated, unless it is seconded. When a motion is seconded, it shall be stated by the presiding officer before debate, and if required by the Council, any such motion shall be reduced to writing by the ~~proposer~~maker and the ~~proposer of the motion~~maker shall first be entitled to the floor.

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~~(o)~~ Withdrawal of Motion. After a motion or resolution is stated by the presiding officer, it shall be deemed to be in possession of the Council, but may be withdrawn at any time before decision or amendment, by unanimous consent of the Council.

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~~(p)~~ Division of Question. If the question under consideration contains several distinct propositions, any Alderman may have the same divided when the sense admits of it.

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~~(q)~~ Names of Persons Moving and Seconding. In all cases where a resolution or motion is entered on the minutes of the Council, the names of the Aldermen moving and seconding the same shall also be entered on the minutes.

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~~(r)~~ (Repealed)

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~~(s)~~ Motions in Order. When a motion is under debate the only motions in order shall be: (1) to adjourn to a day certain, (2) to adjourn, (3) to lay on the table, (4) the previous question, (5) to refer, (6) to amend or amend the amendment, (7) to substitute, or (8) to postpone indefinitely or to a day certain. Of these motions, those numbered (2), (3) and (4) shall be decided without debate.

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~~(t)~~ Motions to Adjourn. A motion to adjourn the Council shall always be in order except: (1) when an Alderman is in possession of the floor, (2) ~~while the yeas and nays are being called.~~ (3) when the Aldermen are voting, ~~(4)~~ when adjournment was the last preceding motion, ~~and (5) or (4)~~ when it has been decided that the previous question shall be taken. An unqualified motion to adjourn cannot be amended, but a motion to adjourn to a time named may be and is open to debate.

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~~(u)~~ Moving the Previous Question. When the previous question is moved and seconded, it shall be put in this form: "Shall the previous question now be put?" If this is carried, all further amendments and all further motions and debate shall be excluded, and the question put, without delay, upon the pending amendments in proper order, and then upon the main question.

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(u) Motions to Lay on Table; Motion to Take Matter from Table. An unqualified motion to lay a question on the table is not debatable, but a motion to lay on the table and publish, or with other condition, is subject to amendment and debate. ~~A motion to take a subject matter from the table may be adopted at the same meeting; provided, that three-fourths of the Aldermen present vote therefor.~~

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(v) Indefinite Postponement of Motion. When a motion is postponed indefinitely, it shall not be again taken up at the same meeting.

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(w) Motion to Refer to Committee. A motion to refer to a standing committee shall take precedence of a similar motion for a special committee.

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(x) Motions to Amend. Motions to amend communications or committee reports ~~report recommendations~~ shall not be in order, ~~except; provided, however,~~ that a motion to amend ~~any recommended action in a communication or committee report shall be in order. A motion to accept a communication or committee report shall include acceptance and authorization to act in accordance with any to add the signature of a committee member who was absent from the committee meeting when the report was approved shall not be in order if the motion would change the outcome of the committee report recommendation therein, unless the recommended action is amended as aforesaid.~~

Motions to amend motions to amend shall not be in order. However, after any motion to amend shall have been acted upon, another motion to amend shall be in order. After a motion to amend is acted upon another motion to amend may be proposed.

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All amendments shall be submitted to the chair in writing, ~~except the chair may waive the written requirement upon determining that the Council and when determined by the presiding officer or the City Clerk have~~ that the Council or the City Clerk lack accurate knowledge of the proposed amendment.

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(y) Substitute Motions. A substitute ~~or of~~ any original proposition in debate may be entertained when further amendment is not admissible. If accepted by the ~~mover~~ maker and second of such original proposition or by the Council by vote, it shall entirely supersede such original proposition and cut off all amendments appertaining to such original proposition.

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A motion to substitute a minority report for a majority report shall be proper and may be passed by a vote of the majority of the Aldermen present.

(z) Reconsideration. A vote on a question may be reconsidered at any time during the same meeting or not later than during the first regular meeting thereafter; ~~provided, however, that a vote on the question of passage over the Mayor's veto may be reconsidered at the meeting at which the return is made by the Mayor or not later than during the first regular meeting thereafter.~~ A motion for reconsideration, being once made and decided in the negative, shall not be renewed, nor shall a vote to reconsider be reconsidered.

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A motion to reconsider must be made and seconded by Aldermen who voted in the majority.-

~~(bb)~~

~~(aa)~~ Reconsideration; Special Meetings. No vote of the Council shall be reconsidered or rescinded at a special meeting, unless there are present at the special meeting as many Aldermen as were present when the vote was taken.-

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~~(ee)~~

~~(bb)~~ Resumption of Business at Regular Meetings. The Council shall at all regular meetings resume business at the same order on which it was engaged immediately preceding the last adjournment, with the exceptions of items numbered (1) through (6) of the order of business set out in subsection (a) of this Section, which items shall be called and disposed of before resuming business as herein provided.-

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~~(dd)~~

~~(cc)~~ Proposed Ordinances; Reading; Passage. All proposed ordinances or amendments thereto, before being presented to the Council shall be reduced to writing and handed to the Clerk.-

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The number and title of all proposed ordinances shall be read aloud by the Clerk during the meeting at which that ordinance is presented for passage. Upon request of the Mayor or an Alderman, the entire text of the proposed ordinance shall be read by the Clerk at that meeting.- The passage of an ordinance resulting from the recommendation of a committee report shall not be sooner than the first meeting of the Council after receipt and acceptance of the report.-

~~If a proposed ordinance is amended during a Council meeting, then that ordinance shall be moved for passage no sooner than the first meeting of the Council after such amendments are passed.-~~

~~A proposed ordinance shall be held for passage until the next meeting of the Council if three Aldermen so request and submit such a request in writing to the City Clerk prior to the first Alderman's response to the roll call on the proposed ordinance. This request by three Aldermen may be made in the committee report proposing said ordinance.-~~

~~(ee)~~

~~(dd)~~ Reference of Matters to Committees. All ordinances, resolutions, petitions, orders and communications to the Council shall be read aloud except items on the Consent Agenda and shall, unless other action is taken by three-fourths of the Aldermen present, be referred by the ~~Mayor or~~ presiding officer to the appropriate standing committee and shall only be acted upon by the Council at a subsequent regular meeting, on the written report of the committee having the same in charge. Upon the adoption of any communication or committee report recommendation, the appropriate ordinance, resolution and/or motion to act in accordance with any recommendation therein shall be presented for vote by the Council at its next regular meeting.

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~~(ff)~~

~~(ee)~~ Amendment or Repeal of Rules. The rules set out in this Section may be amended or repealed at any regular or special meeting of the Council; provided, however,

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that written notice of any such amendment or motion for repeal shall have been presented to the Council at a prior meeting of the Council.-

~~(ee)~~

(ff) Robert's Rules of Order. The rules of parliamentary practice comprised in ~~"Robert's Rules of Order Newly Revised, latest edition,"~~ shall govern the Council in all cases to which they are applicable, and in which they are not inconsistent with these standing rules.-

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~~(hh)~~

(gg) Suspension of Rules. The rules set out in this Section may be temporarily suspended in any meeting by a vote of ~~three-fourths~~ two-thirds of the Aldermen present, except for rules in subsections (b), ~~(z), (aa), (bb)~~ and ~~(ffcc)~~ of this Section, which may be temporarily suspended upon a unanimous vote of the Aldermen present at any meeting.-

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~~(ii)~~

~~(hh)~~ Reports of Committees. ~~Upon request of any two Aldermen present, any report of a committee of the Council shall be deferred without debate to the next regular meeting of the Council after the report is made. Deferral of any report under this Section shall be made only one time.~~ The City Clerk shall read aloud only the recommendation contained in any committee report presented to the City Council under the order of business of Section 2.06(a) herein, except that upon the request of any two Aldermen present, any report of a committee shall be read in full.-

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~~(jj)~~

(ii) Minutes. Minutes of the previous meeting of the Council need not be accepted by the Council for the conduct of the Council's business, including the consideration of matters from the previous meeting.-

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~~(kk)~~

(ji) Conduct of Meetings Via Electronic Means. The City Council may provide for the conduct of its meetings via electronic means, provided no meetings shall be held via such means until the Council shall have first promulgated rules therefor. Such rules, as amended from time to time, shall be approved by motion.-"

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Section 3. That Section 2.07 entitled "Council Voting; Yeas and Nays; Mayor's Vote" of

Chapter 2 entitled "City Council" of the Municipal Code of the City of Elmhurst, DuPage and Cook Counties, Illinois, as amended, is hereby further amended to read as follows:

2.07 Council voting; yeas and nays; mayor's vote.

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All votes shall be by aye or nay except an Alderman may vote ~~"present"~~ when a conflict of interest or disability exists which makes it improper for the Alderman to vote on the issue in question.- The passage of any ordinance for whatever purpose, and of any resolution or motion (1) to create any liability against the City; or (2) for the expenditure or appropriation of its money, shall require the concurrence of a majority of all members elected to the City Council, including the Mayor, unless otherwise expressly provided by state law and except as provided hereinafter in this Section; provided that where the Council consists of an odd number of Aldermen, the vote of the

majority of the Aldermen shall be sufficient to pass an ordinance.- The passage of an ordinance for the sale or transfer of any City personal property shall require the concurrence of a majority of the corporate authorities of the City. The passage of an ordinance for the sale or transfer of any City real property shall require the concurrence of three-fourths of all the corporate authorities of the City. The foregoing requirement of a concurrence of three-fourths of all the corporate authorities of the City of Elmhurst notwithstanding, the City Manager is authorized, without prior approval of the corporate authorities of the City, to dispose of unclaimed, lost and/or abandoned bicycles in the possession of the Police Department where, in the opinion of the City Manager, the bicycles are no longer necessary, useful to or in the best interest of the City to sell or retain. The City Manager shall, in such circumstances, authorize the donation of the bicycles to certified not-for-profit entities to be rehabilitated and restored for reuse by others or for transformation of the bicycle parts to be incorporated into other pieces of machinery. The yeas and nays shall be taken upon the passage of the designated ordinances, resolutions, or motions and recorded in the minutes of the Council. Likewise, the yeas and nays shall be taken upon the question of the passage of any other resolution or motion at the request of any Alderman and shall be recorded in the minutes.-

The Mayor shall not vote on any ordinance, resolution or motion except: (1) where the vote of the Aldermen has resulted in a tie, or (2) where one-half of the Aldermen elected have voted in favor of an ordinance, resolution or motion even though there is no tie vote, or (3) where a vote greater than a majority of the corporate authorities is required by state law to adopt an ordinance, resolution or motion. In each instance specified, the Mayor shall vote.- Nothing in this Section shall deprive an acting Mayor or Mayor pro tem from voting in his capacity as Alderman, but he shall not be entitled to another vote in his capacity as acting Mayor or Mayor pro tem.-

Motions on procedural matters may be passed by a majority of Aldermen present and in the event of a tie, the Mayor may vote. -Procedural matters are defined as motions that do not commit the City to a course of action.-

No modification shall be made to the appropriation or budgeting system for the City of Elmhurst, unless such modification shall be by ordinance authorized by a vote of at least two-thirds of the members elected to the City Council, including the Mayor.-"

Section 4. That Section 2.09 entitled, "Committees" of Chapter 2 entitled, "City Council" of the Municipal Code of the City of Elmhurst, DuPage and Cook Counties, Illinois, as amended, is hereby further amended to read as follows:

"(h) Committee rules of order:

1. Order of Business. The following order of business shall be followed in all meetings of committees of the City Council: At the hour selected for the meeting, the Chairman, or the Chairman's designee, shall call the roll of members, mark the absentees and announce whether a quorum is present. If the Chairman is not present, the Vice Chairman shall chair

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the meeting. If a quorum is present, the Committee shall be called to order. When a quorum is present, the Committee shall then proceed to the business before it.

2. Receipt of Written Communications and Petitions from the Public/Public Forum. The Chair shall accept written communications and petitions from the public at the beginning of each meeting. The Chair shall provide for public forum at each meeting at a time designated by the chair. During Public Forum, any member of the public may address the Committee on any subject within the purview of the duties of the Committee, as set forth in subsection (b) of this Section. Before addressing the Committee, the person speaking must first complete the Public Forum sign-in sheet, state his or her full name and address, and inform the presiding officer of the subject or issue to be addressed. The person wishing to speak may address the Committee after being called upon by the presiding officer. All comments shall be addressed to the presiding officer. The presiding officer may impose reasonable limits on the time to be allowed for Public Forum and for each speaker who takes part therein, giving consideration to the probable number of speakers and lateness of the hour. The presiding officer shall have the power to limit repetitive statements in addition to other powers granted by ordinance.

3. Specific provisions applicable to Committee Meetings. The following provisions of Section 2.06 shall apply to Committee meetings:

(b) Priority of Business

(c) Preservation of Order

(f) Addressing the Council (Committee)

(g) Prohibited Behavior During Meetings/Removal of Persons

(h) Executive Sessions

(jj) Conduct of Meetings"

Section 5. Any ordinance or portion of any ordinance in conflict with the provisions of this Ordinance is repealed solely to the extent of such conflict.

Section 56. This Ordinance shall be in full force and effect after its passage, approval and publication in the manner provided by law.

APPROVED this ____ day of _____, 20102011

PASSED this ____ day of _____, 20102011

AYES: _____ NAYS: _____

APPROVED:



CITY OF ELMHURST

209 NORTH YORK STREET
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(630) 530-3000
www.elmhurst.org

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

August 23, 2011

To: Mayor DiCianni and Members of the City Council

Re: Banking Services Review

The Finance, Council Affairs and Administrative Services Committee met August 22, 2011, to review banking services.

A Request for Proposals (RFP) was distributed to all financial institutions (17) with a facility in Elmhurst. Responses were received from the following seven banks:

- Charter One Bank
- Fifth Third Bank
- Harris Bank
- Inland Bank
- JP Morgan Chase Bank
- MB Financial Bank
- Wells Fargo

The proposals were evaluated and analyzed by staff based on several factors including, but not limited to, experience in the municipal market; current relationship and customer service; completeness of proposal; financial strength of organization; available customer technology; cost of services; and ability to meet current and projected service requirements. One bank was disqualified due to its inability to comply with the City's collateralization requirements.

The City's current banking relationship is with Fifth Third Bank. The City has maintained bank accounts with Fifth Third Bank since 1996, with comprehensive reviews and contract renewals in 2001 and 2006. Based on initial staff evaluation and analysis, the field was narrowed to Charter One Bank and Fifth Third Bank. These two banks quoted the lowest monthly fees of the six qualified responding banks. Staff then conducted interviews with representatives from Charter One and from Fifth Third.

After evaluation of the RFP responses and the interview process, staff recommended maintaining the City's current banking relationship with Fifth Third Bank. Fifth Third is established in the municipal market, has provided, and continues to provide, excellent service to the City, has very good, well-established customer technology and continues to be progressive in the area of technology. The estimated annual fees from Fifth Third are about \$1,300 greater than the estimated annual fees from Charter One, approximately \$5,200 over a four-year contract. Staff believes that the estimated savings from changing to Charter One would not compensate for the conversion costs involved in changing bank relationships. As a result of the RFP process and due to fine tuning of services needed by the City, an annual cost reduction of approximately \$6,500 is projected.

Copies To All
Elected Officials
08/01/2011

Page 2

August 23, 2011

To: Mayor DiCianni and Members of the City Council

Re: Banking Services Review

Fifth Third Bank is a financially sound banking institution that has proven it has the ability to meet the current and future needs of the City. Staff recommended a four-year agreement with a 90-day cancellation clause. The Finance Committee concurs with staff recommendation.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council accept the proposal from Fifth Third Bank for a four-year agreement to provide banking services to the City of Elmhurst, and direct the City Attorney to prepare a resolution adopting the agreement.

Respectfully submitted,
FINANCE, COUNCIL AFFAIRS AND
ADMINISTRATIVE SERVICES
COMMITTEE

Stephen W. Hipskind /smc
Stephen W. Hipskind, Chairman

Mark A. Mulliner /smc
Mark A. Mulliner

Kevin L. York /smc
Kevin L. York, Vice Chairman

Scott M. Levin /smc
Scott M. Levin



CITY OF ELMHURST

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

August 23, 2011

TO: Mayor DiCianni and Members of City Council

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

The Development, Planning and Zoning Committee met on August 22, 2011 to review the Historic Preservation Commission report dated July 14, 2011 recommending approval of the request to have the house located at 208 S. Arlington Avenue be designated an historic landmark. The Committee also reviewed the information submitted by the applicant, and the transcripts of the public hearings.

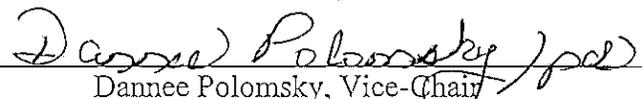
The Committee agreed with the Historic Preservation Commission finding that the Applicant's request is warranted and meets the criteria for designation in that the house is more than 50 years old. In addition, the property is already listed on the National Register of Historic Places.

Therefore, it is the recommendation of the Development, Planning and Zoning Committee to support the recommendation of the Historic Preservation Commission for approval of this request. The City Attorney is hereby directed to prepare the necessary documents for City Council approval.

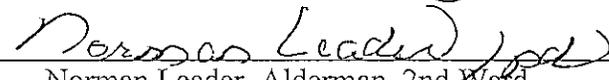
Respectfully submitted,
DEVELOPMENT PLANNING AND ZONING COMMITTEE



Steven Morley, Chairman



Dannee Polomsky, Vice-Chair



Norman Leader, Alderman, 2nd Ward

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9-01-11

ZO-06-2011

**AN ORDINANCE GRANTING A REAR YARD VARIATION
ON THE PROPERTY COMMONLY KNOWN AS
444 EAST MADISON COURT (SPUDEAS – 06-13-207-020)**

WHEREAS, the City of Elmhurst has heretofore adopted an Ordinance entitled “Elmhurst Zoning Ordinance”; and

WHEREAS, Section 3.8 *et seq.* of the Elmhurst Zoning Ordinance sets forth the authority and standards of the granting of variations to the Zoning Ordinance; and

WHEREAS, Mary Jane Spudeas (“Applicants”) are the owners of certain property legally described as follows:

LOT 8 IN MADISON ESTATES, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 06-13-207-020

Commonly known as 444 East Madison Court, Elmhurst, Illinois (“Subject Property”); and

WHEREAS, the Subject Property is located within the R-1 Single-Family Residential Zoning District, the regulations of which require a minimum rear yard setback of thirty (30) feet; and

WHEREAS, the Applicants have submitted their application for the variation to reduce the rear yard from the required thirty (30) feet to twenty-three (23) feet, for the purpose of constructing a sunroom addition to the rear of the home on the Subject Property, located in and on the same area currently occupied by an existing covered patio; and

WHEREAS, on July 14, 2011, the Zoning Board of Appeals conducted a public hearing at Elmhurst City Hall, 209 North York Street, Elmhurst, Illinois, in connection with the aforesaid application, after notice of said hearing was duly given; and

WHEREAS, on July 18, 2011, the Zoning Board of Appeals filed its report of findings and recommendations on the aforesaid variation recommending that the same be granted; and

WHEREAS, on August 8, 2011, the Development, Planning and Zoning Committee (the "Committee") of the City Council deliberated and on August 9, 2011, issued its report recommending approval of such variation; and

WHEREAS, all applicable requirements of Section 3.8 of the Elmhurst Zoning Ordinance relating to the granting of variations have been met, including but not limited to, the determinations provided in 3.8-5.

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

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

Section 2: That the City Council adopts the following findings of fact:

a) That the plight of the owners is due to unique circumstances in that the lot is located on a cul-de-sac and is not standard with respect to lot width and depth and is irregularly shaped, but has ample lot depth for this sunroom addition. The proposed sunroom addition will result in 21% lot coverage in a zoning district that allows up to 30% lot coverage.

b) That the variation will not alter the essential character of the neighborhood as the proposed front porch will assist to update and enhance the existing home. The requested rear yard setback is in keeping with and will not change the character of the neighborhood. The

proposed sunroom addition will result in reduced impervious lot coverage of 26.8%, from the existing 28.5%.

c) That the Subject Property cannot yield a reasonable return or provide the owners a reasonable enjoyment of the property if permitted to be used only under the conditions allowed by the regulations in its zone since the new addition will be constructed in an area of the rear yard currently used for a covered patio and the rear yard has spruce trees to provide screening to adjacent properties.

Section 3: That variations to Chapter 7, Part A, Section 4.C and Section 7.3-5(a) (Yard Requirements), of the Elmhurst Zoning Ordinance are hereby granted to permit a reduction of the required rear yard from thirty (30) feet to twenty-three (23) feet, for the purpose of constructing a sunroom addition along the rear of the house on the Subject Property, subject to the condition that the variation granted hereby and the use of the Subject Property be in accordance with the evidence submitted to, and the recommendation of, the Zoning Board of Appeals.

Section 4: That the City Clerk is directed to transmit a copy of this Ordinance to Darrell Whistler, Chairman, Zoning Board of Appeals; Nathaniel J. Werner, Zoning and Planning Administrator; and Mary Jane Spudeas, 444 East Madison Court, Elmhurst, Illinois 60126.

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

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Section 6: This Ordinance shall be in full force and effect after passage and publication according to law.

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

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of September, 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 September, 2011.

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

COUNCIL ACTION SUMMARY

SUBJECT: Ordinance Granting Rear Yard Variation, 444 East Madison Court
(Spudeas)

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Attached for Council consideration is an ordinance which granting a rear yard variation from the required thirty (30) feet to twenty-three (23) feet, to the home located at 444 East Madison Court. The Applicant intends to construct a rear sunroom addition to the home, which would encroach into the required rear yard setback.

R - 31 - 2011

**A RESOLUTION AUTHORIZING THE PURCHASE
BY THE CITY OF ELMHURST
OF TWO REPLACEMENT LOADER BACKHOES
FOR THE CITY'S PUBLIC WORKS DEPARTMENT**

WHEREAS, the Public Works and Buildings Committee have met on July 25 and August 8, 2011, to discuss the purchase of two (2) 2011 Case Model 590-SN Loader Backhoes (hereinafter the "Backhoes") to replace two existing backhoes, being Unit Numbers PW-31 and PW-94 (hereinafter the "Equipment"); and

WHEREAS, backhoe Unit Number PW-31, which has been in service since 1991, requires major repairs in the near future estimated to cost Sixteen Thousand Seven Hundred Eighty (\$16,780.00) Dollars; and backhoe Unit Number PW-94, which has been in service since 1996, requires major repairs in the near future estimated to cost Nineteen Thousand One Hundred Fifty (\$19,150.00) Dollars; and

WHEREAS, the Equipment is utilized for street and sewer repairs, salt loading during snow operations, and in emergency situations such as repairing water main breaks, flooding or storm damage; and

WHEREAS, the reliability of the Equipment is of paramount importance for these purposes; and

WHEREAS, in the opinion of a majority of the corporate authorities of the City of Elmhurst (hereinafter the "City"), it is advisable, necessary, and in the public interest that the City replace the Equipment; and

WHEREAS, there is currently a State of Illinois (hereinafter the "State") joint purchasing program (hereinafter the "Program") available permitting Illinois communities to purchase

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competitively-priced equipment through the Program, thereby reducing the City's administrative costs for the processing of individual bids; and

WHEREAS, after consideration of the State Program, a majority of the corporate authorities find it in the City's best interest to purchase through the State Program two (2) Backhoes from McCann Industries, Inc. (hereinafter "McCann").

NOW, THEREFORE, BE IT RESOLVED 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 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 purchase through the State Program from McCann the following: Two (2) 2011 Case Model 590-SN Loader Backhoes for the sum of One Hundred Thirty-Four Thousand Two Hundred Twenty-Three and 52/100ths (\$134,223.52) Dollars. This sum reflects the trade-in allowance for Unit PW-31 of Twelve Thousand (\$12,000.00) Dollars, and the trade-in allowance for Unit PW-94 of Eighteen Thousand (\$18,000.00) Dollars.

Section 3: It is hereby determined that the City, after due negotiation, has received a satisfactory proposal through the State Program from McCann for the City's purchase of the Backhoes.

Section 4: That the City Manager be and is hereby authorized and directed to execute, on behalf of the City of Elmhurst, a purchase order and all necessary forms, applications, requisitions, and other documents related to the purchase of the Backhoes.

Section 5: That this Resolution shall be in full force and effect upon and after its passage, approval and publication 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

COUNCIL ACTION SUMMARY

SUBJECT:

A Resolution authorizing the purchase by the City of Elmhurst of two (2) replacement loader backhoes (hereinafter the "Backhoes") for the City's Public Works Department.

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the Public Works and Buildings Committee, the City Attorney prepared a resolution to authorize the City's purchase of the Backhoes for the sum of One Hundred Thirty-Four Thousand Two Hundred Twenty-Three and 52/100ths (\$134,223.52) Dollars. This sum reflects the trade-in allowance for Unit PW-31 of Twelve Thousand (\$12,000.00) Dollars, and the trade-in allowance for Unit PW-94 of Eighteen Thousand (\$18,000.00) Dollars.

The City's existing backhoes require major repairs in the immediate future. The City's Public Works Department relies on the Backhoes for street and sewer repairs, salt loading during snow operations, and in emergency situations such as repairing water main breaks, flooding or storm damage.

R- 32 - 2011

**A RESOLUTION
TO APPROVE AND AUTHORIZE THE EXECUTION OF
A CONSTRUCTION ENGINEERING AND LOAN
ASSISTANCE PROPOSAL SERVICES AGREEMENT
FOR THE ANAEROBIC DIGESTER
AT THE WASTEWATER TREATMENT PLANT
BY AND BETWEEN
BAXTER & WOODMAN, INC.
AND THE CITY OF ELMHURST**

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

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

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

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

Section 2: It is hereby determined that a satisfactory agreement with Baxter has been reached and is hereby approved.

Section 3: The Mayor be and is hereby authorized and directed to execute and the City Clerk is hereby authorized and directed to attest on behalf of the City the Agreement with Baxter

for construction engineering and loan assistance proposal services in connection with the anaerobic digester at the Wastewater Treatment Facility.

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

Exhibit "A"

**Agreement between the City of Elmhurst, Illinois
and Baxter and Woodman, Inc.
for Construction Engineering and Loan Assistance Proposal Services**

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 hereafter in effect at the time of filing, or if a

petition is filed seeking any such equivalent or similar relief against the ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.

- c. If the ENGINEER makes a general assignment for the benefit of creditors;
- d. If a trustee, receiver, custodian or agent of the ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of the ENGINEER's creditors;
- e. If the ENGINEER admits in writing an inability to pay its debts generally as they become due.

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 CRF 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:

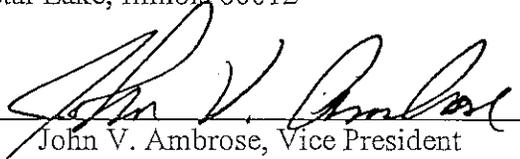
By _____
Peter DiCianni, Mayor

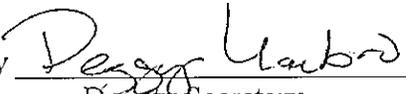
By _____
Patty Spencer, City Clerk

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

BAXTER & WOODMAN, INC.
8678 Ridgefield 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

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY BILLING RATES</u>
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.

COUNCIL ACTION SUMMARY

SUBJECT: A Resolution Authorizing the Execution of an Agreement with Baxter and Woodman, Inc. for construction engineering and loan assistance proposal services

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the City's Public Works and Buildings Committee, the City Attorney prepared a resolution to authorize the execution of an agreement with Baxter and Woodman, Inc. for construction engineering and loan assistance proposal services.

R - 33 - 2011

**A RESOLUTION AUTHORIZING
THE ISSUANCE OF A NOTICE OF INTENT TO AWARD FOR
THE CONSTRUCTION CONTRACT AT THE ELMHURST WASTEWATER
TREATMENT PLANT IN THE CITY OF ELMHURST, ILLINOIS**

WHEREAS, in the opinion of a majority of the corporate authorities of the City of Elmhurst, Illinois (hereinafter the "City"), it is advisable, necessary and in the public interest that the City contract for the construction of the new, third anaerobic digester at the City's Wastewater Treatment Plant (hereinafter the "Project"); and

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

WHEREAS, the City received and evaluated bids from nine (9) potential contractors; and

WHEREAS, Maxim Construction of Volo, Illinois (hereinafter "Maxim") submitted the lowest responsive, responsible bid for the Project; and

WHEREAS, the Public Works and Building Committee has recommended that a contract be awarded to Maxim, contingent upon receipt of the loan the City shall apply for with the Illinois Environmental Protection Agency; and

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

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

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

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the City of Elmhurst contract for the construction of the new, third anaerobic digester at the City's Wastewater Treatment Plant.

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

Section 4: It is hereby determined that it is advisable, necessary and in the public interest that the contract be awarded to Maxim, provided that the City receives the loan it shall apply for with the Illinois Environmental Protection Agency.

Section 5: The Mayor be and is hereby authorized and directed to execute the Notice of Intent to Award, attached hereto, marked as Exhibit "A", and made a part hereof.

Section 6: The Mayor is hereby authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this Resolution.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

Section 7: This Resolution shall be in full force and effect upon its passage and approval in accordance with 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

Exhibit "A"

Notice of Intent to Award

To: Maxim Construction
31632 N. Ellis Drive, Unit 111
Volo, Illinois 60073

Project Description: Construction of the new, third anaerobic digester at the City of Elmhurst's Wastewater Treatment Plant at 625 Route 83, Elmhurst, Illinois.

The City of Elmhurst, Illinois has considered the bid submitted by you for the above described Project, in response to its Advertisement for Bids, dated June 13, 2011 and Information for Bidders.

You are hereby notified that your bid will be accepted, contingent upon Illinois Environmental Protection Agency (IEPA) approval, for items in the amount of Three Million Seven Hundred Eighty-Eight Thousand and 00/100ths Dollars (\$3,788,000.00).

You will be required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond and certificates of insurance within ten (10) calendar days from the date of the final Notice to be sent upon IEPA approval, to you.

Dated this day of _____

By: _____

Peter P. DiCianni III, Mayor
268171-1

COUNCIL ACTION SUMMARY

SUBJECT: Resolution authorizing the issuance of a Notice of Intent Award for the Construction Contract at the Elmhurst Wastewater Treatment Plant

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the City's Public Works and Building Committee, the City Attorney has prepared a resolution to authorize the issuance of a Notice of Intent to Award the construction contract at the City's Wastewater Treatment Facility. The contract will be awarded contingent upon the receipt of loan funds from the IEPA.

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION
OF A WELL ABANDONMENT AGREEMENT BY AND
BETWEEN WATER WELL SOLUTIONS AND THE CITY OF ELMHURST**

WHEREAS, the corporate authorities of the City of Elmhurst have determined that it is advisable, necessary and in the public interest to abandon Well # 6 located at 383 Armitage Avenue, Elmhurst, Illinois (the "Project"); and

WHEREAS, proposals were received from three (3) contractors for the Project;
and

WHEREAS, Water Well Solutions of Elburn, Illinois ("Water Well") submitted the lowest responsive bid for the Project in the amount of Forty-Six Thousand Eight Hundred Seventy-Three and 00/100ths Dollars (\$46,873.00).

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 set forth in the preamble to this Resolution are found to be true and correct and are hereby incorporated as part of this Resolution.

Section 2: The Well Abandonment Agreement by and between Water Well and the City of Elmhurst (hereinafter the "Agreement"), a copy of which is attached hereto marked as Exhibit "A" and made a part hereof, is hereby approved.

Section 3: The Mayor be and is hereby authorized and directed to execute, and the City Clerk be and is hereby authorized and directed to attest to the Agreement on behalf of the City.

Section 4: This Resolution shall be in full force and effect upon its passage and approval, as required 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

Exhibit "A"

Well Abandonment Agreement
By and Between
Water Well Solutions
and
the City of Elmhurst

**AGREEMENT TO FOLLOW
NOT AVAILABLE FOR DISTRIBUTION 09/01/2011**

COUNCIL ACTION SUMMARY

SUBJECT: Resolution to approve and authorize the execution of a well abandonment agreement by and between Water Well Solutions and the City of Elmhurst

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the Public Works and Buildings Committee, the City Attorney prepared a resolution to approve and authorize the execution of a well abandonment agreement by and between Water Well Solutions and the City of Elmhurst.

R - 35- 2011

**A RESOLUTION AUTHORIZING
THE ISSUANCE OF A NOTICE OF AWARD FOR
THE 2011 SIDEWALK REPLACEMENT PROGRAM
IN THE CITY OF ELMHURST, ILLINOIS**

WHEREAS, in the opinion of a majority of the corporate authorities of the City of Elmhurst, Illinois (hereinafter the "City"), it is advisable, necessary and in the public interest that the City contract for the removal and replacement of existing sidewalk, curb and gutter, and the installation of new sidewalk at various locations throughout the City (hereinafter the "Project"); and

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

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

WHEREAS, the Public Works and Building Committee has recommended that a contract be awarded, and that Kings Point General Cement, Inc. of Addison, Illinois, (hereinafter "Kings Point") be found to have provided the lowest responsive bid for 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 corporate authorities hereby incorporate the foregoing preamble clauses into this Resolution.

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the City of Elmhurst contract for the removal and replacement of existing sidewalk, curb and gutter, and the installation of new sidewalk at various locations throughout the City.

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

Section 4: It is hereby determined that the contract be awarded, and that the bid proposal of Kings Point provided the lowest responsible bid for the Project.

Section 5: The Mayor be and is hereby authorized and directed to execute and the City Clerk be and is hereby authorized and directed to attest and to place the municipal seal on a Notice of Award, attached hereto, marked as Exhibit "A", and made a part hereof, accepting the proposal of Kings Point for the Project in an amount not to exceed Ninety-Three Thousand Nine Hundred and 00/100ths Dollars (\$93,900.00).

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

Section 7: This Resolution shall be in full force and effect upon its passage and approval in accordance with 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

EXHIBIT "A"
NOTICE OF AWARD

TO: Kings Point General Cement, Inc.
828 N. Harrow Court
Addison, Illinois 60101

PROJECT DESCRIPTION: City of Elmhurst, 2011 Sidewalk Replacement Program.

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

YOU ARE HEREBY NOTIFIED that your Proposal has been accepted for the contract at the prices listed therein, in an amount not exceed Ninety-Three Thousand Nine Hundred and 00/100ths Dollars (\$93,900.00).

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

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

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

Dated this _____ day of _____, 2011.

CITY OF ELMHURST

ATTEST:

By: _____
Peter P. DiCianni III, Mayor

By: _____
Patty Spencer, City Clerk

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by Kings Point General Cement, Inc. of Addison, Illinois, this _____ day of _____, 2011.

Kings Point General Cement, Inc.

By: _____
Name, Title

EXHIBIT "B"

Contract for 2011 Sidewalk Replacement Program

By and Between

Kings Point, Inc.

And

The City of Elmhurst, Illinois

CONTRACT

This Contract is made this ____ day of _____, 2011, between the City of Elmhurst, the City, and _____, the Contractor, for the **2011 Sidewalk Replacement Program, Project 11-04.**

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 Sidewalk Replacement Program, Project Number 11-04**, in the City of Elmhurst, DuPage County, Illinois, and to furnish all materials and labor necessary to complete the Work and in full compliance with all of the terms and the requirements of this agreement in strict compliance with the contract documents, which contract documents are made an essential part of this Contract.

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

The total contract price is Ninety-Three Thousand Nine Hundred and 00/100ths Dollars (\$93,900.00).

3. **Contract Time.** The Contractor shall complete the project within sixty (60) calendar days from the date the City gives the contractor written notice to proceed. Failure to do so may result in

liquidated damages in accordance with Article 108.09 of the Standard Specifications of, 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. James A. Grabowski, City Manager

b. If to Contractor:

Kings Point General Cement, Inc.
828 N. Harrow Court
Addison, Illinois 60101
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) Instructions to Bidders
- (d) Proposal Bid Bond
- (e) Proposal
- (f) Contractor's Certification

- (g) City of Elmhurst Qualification Forms
- (h) Affidavit of Availability
- (i) Contract Bond
- (j) Contract
- (k) Specifications
- (l) Check Sheet for Recurring Special Provisions
- (m) Bureau of Design and Environment Special Provisions Check Sheet
- (n) Special Provisions
- (o) Exhibits
- (p) Attachments
- (q) Standard Specifications for Road and Bridge Construction adopted January 1, 2007, as amended by the ERRATA to the Standard Specifications for Road and Bridge Construction, adopted January 1, 2007 and revised January 1, 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" (2003 Edition) supplemented by the "Illinois Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways" (2003 Edition) issued by the Illinois Department of Transportation.

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

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

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

8. Contractor Investigation. The Contractor represents that it has, before executing this Contract, carefully examined the provisions of this Contract, inspected in detail the site of the proposed Work, investigated and become familiar with all the local conditions affecting the contract and is fully acquainted with the detailed requirements of the Work. By executing this Contract the Contractor conclusively assures and warrants to the City that it has made these examinations and

that it understands all requirements for the performance of the Work. The Contractor shall be responsible for all errors resulting from its failure or neglect to comply with the provisions of the Contract and agrees that the City will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from a failure or neglect of the Contractor to make these examinations.

City: City of Elmhurst

Contractor:

(Name of Contractor)

By: _____

By _____

Peter DiCianni, Mayor

(Name of Owner or Officer), (Title or Office)

Attest:

Attest:

By: _____

By: _____

Patty Spencer, City Clerk

(Name of Officer Attesting) (Title or Office)

COUNCIL ACTION SUMMARY

SUBJECT: Resolution authorizing the issuance of a Notice of Award for the 2011 Sidewalk Replacement Program, Elmhurst, Illinois

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the Public Works and Buildings Committee, the City Attorney prepared a resolution authorizing the issuance of a Notice of Award to Kings Point General Cement, Inc. for the 2011 Sidewalk Replacement Project. The bid submitted by King's Point General Cement, Inc. was in the amount of Ninety-Three Thousand Nine Hundred and 00/100ths Dollars (\$93,900.00).