



**AGENDA  
REGULAR MEETING  
MONDAY, OCTOBER 17, 2011  
7:30 P.M.**

BUSINESS TO BE BROUGHT BEFORE  
THE ELMHURST CITY COUNCIL  
COUNCIL CHAMBERS, 2<sup>nd</sup> FLOOR,  
209 NORTH YORK STREET  
ELMHURST, ILLINOIS 60126

- 1. Executive Session 6:00 p.m. – Acquisition & Disposition of Real Property and Pending Litigation (Conf. Room #2)**
- 2. Call to Order /Pledge of Allegiance/Roll Call**
- 3. Proclamation – Recognition of Mrs. Illinois, Christine Lock Garcia**
- 4. Recognition of Elmhurst Heritage Foundation Ruth Strand Poster Contest Winners**
- 5. Receipt of Written Communications and Petitions from the Public**
- 6. Public Forum**
- 7. Consent Agenda**
  - a. Minutes of the Regular Meeting Held on Monday, October 3, 2011 (City Clerk Spencer): Approve as published
  - b. Minutes of the Executive Session Meeting Held on Monday, October 3, 2011 (City Clerk Spencer): Receive and place on file
  - c. Accounts Payable – October 17, 2011, Total \$1,053,884.89
  - d. Hours of Sunday Liquor Sales (Mayor DiCianni): Refer to the Public Affairs & Safety Committee
  - e. Appointment to the Elmhurst Historic Preservation Commission – Budynsky (Mayor DiCianni): Concur with the Mayor’s recommendation
  - f. Appointment to the Board of Fire and Police Commissioners – Brigham (Mayor DiCianni): Concur with the Mayor’s recommendation
  - g. Appointment and Re-appointments to the Commission on Youth – Mehta, Brady, Evans, Palmer, Chansey, LaMorte and Olson (Mayor DiCianni): Concur with the Mayor’s recommendation
  - h. Report – Vehicle Sticker Fee Review (F,CA&AS)
  - i. Report – Renewal of Line of Credit Agreement (F,CA&AS)
  - j. Report – Municipal Code of Ordinances Chapter 2 Revisions (F,CA&AS)
  - k. Report – Case Number 11P-03/City of Elmhurst Zoning Ordinance Amendment (DP&Z)
  - l. O-47-2011 – An Ordinance Authorizing the Sale of Surplus Personal Property
  - m. O-48-2011 – An Ordinance Approving and Authorizing the Execution of a Non-Exclusive License Agreement By and Between Daniel Gibbons and the City of Elmhurst, DuPage and Cook Counties, Illinois (Turkey Trot)
  - n. MCO-13-2011 – 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 (Armitage Avenue at Willow Road)
  - o. R-47-2011 – A Resolution Authorizing the Issuance of a Notice of Award for the 2011-2012 Sanitary Sewer CIPP Lining Project for the City of Elmhurst, Illinois
  - p. R-49-2011 – A Resolution Approving and Authorizing the Execution of a Master Treasury Management Agreement and Addendum By and Between Fifth Third Bank and the City of Elmhurst, DuPage and Cook Counties, Illinois

- q. R-50-2011 – A Resolution Approving and Authorizing the Execution of a Lease By and Between Peter Thomas d/b/a Pilot Pete’s and the City of Elmhurst

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

- a. Updates (Mayor DiCianni)
- b. Status of Progress on Stormwater Comprehensive Plan (City Manager Grabowski)

**9. Resolutions**

- a. R-48-2011 – A Resolution Authorizing the Execution of a Consulting Agreement Between Findzall Community Marketing and the City of Elmhurst, Illinois

**10. Other Business**

**11. Announcements**

**12. 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, OCTOBER 3, 2011  
209 NORTH YORK STREET  
ELMHURST, ILLINOIS**

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CITY COUNCIL OF THE CITY OF ELMHURST, ILLINOIS  
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209 NORTH YORK STREET  
ELMHURST, ILLINOIS**

**EXECUTIVE SESSION 6:30 P.M. – PENDING LITIGATION AND ACQUISITION/DISPOSITION OF REAL PROPERTY**

1. Executive session was called to order at 6:35 p.m. by Mayor DiCianni for the purpose of discussing Pending Litigation and Acquisition/Disposition of Real Property.

Present: Paula Pezza, Diane Gutenkauf, Norman Leader, Bob Dunn, Dannee Polomsky, Scott Levin, Jim Kennedy, Steve Morley, Mark A. Mulliner

Absent: Michael J. Bram (arrived at 6:30 p.m.), Kevin L. York (arrived at 6:45 p.m.), Stephen Hipskind, Chris Healy (arrived at 6:37 p.m.), Patrick Wagner

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

Alderman Pezza moved to convene into executive session for the purpose of discussing Pending Litigation and Acquisition/Disposition of Real Property. Alderman Gutenkauf seconded. Roll call vote:

Ayes: Pezza, Gutenkauf, Leader, Dunn, Polomsky, Levin, Kennedy, Morley, Mulliner

Nays: None

9 ayes, 0 nays, 5 absent

Motion duly carried

Alderman Morley moved to adjourn executive session. Alderman Pezza seconded. Voice vote. Motion carried. Executive session adjourned at 7:05 p.m.

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

Attendance: 84

2. The Regular Meeting of the Elmhurst City Council was called to order by Mayor DiCianni at 7:30 p.m.

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

Absent: Stephen Hipskind, 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, Public Works Director Hughes, Police Chief Neubauer, Museum Director Bergheger

**ONE ROOM SCHOOLHOUSE TRIBUTE (CONRAD FISCHER STUDENTS)**

3. Students from Conrad Fischer School were invited by Mayor DiCianni to perform an abbreviated version of their September 25, 2011 performance at the One Room Schoolhouse. The students performed the songs "Old Dan Tucker" and "Soldier's Joy."

Mayor DiCianni thanked the Superintendent Pruneau, Principal Bailey, and the teachers of Grades 2-5.

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

4. None.

**PUBLIC FORUM**

5. No one spoke.

**CONSENT AGENDA**

6. The following items on the Consent Agenda were presented:
- a. MINUTES OF THE REGULAR MEETING HELD ON MONDAY, SEPTEMBER 19, 2011 (City Clerk Spencer): Approve as published
  - b. MINUTES OF THE EXECUTIVE SESSION MEETING HELD ON MONDAY, SEPTEMBER 19, 2011 (City Clerk Spencer): Receive and place on file
  - c. ACCOUNTS PAYABLE – SEPTEMBER 30, 2011, TOTAL \$ 1,612,570.26
  - d. BID RESULTS, 2011-2012 SANITARY SEWERS CIPP REHAB PROJECT (City Clerk Spencer): Refer to the Public Works & Buildings Committee

September 29, 2011

TO: Mayor DiCianni and Members of the City Council  
RE: Bid Results, 2011-2012 Sanitary Sewers CIPP Rehab Project

In response to an invitation to bid for the 2011-2012 Sanitary Sewers CIPP Rehab Project No. 11-15 the City of Elmhurst advertised in the Elmhurst Independent on Wednesday, September 1, 2011, bids were received from three contractors. All bid packages were complete.

Bids were opened at 10:00 a.m. on Tuesday, September 20, 2011 by the City Clerk. The following is a summary of the bids received:

<u>Contractor</u>	<u>Total Price</u>
Insituform Technologies Bridgeview, IL	\$935,494.00
Visu-Sewer of Illinois Chesterfield, MO	\$956,631.75
Municipal Pipe Tool Co. LLC Hudson, IA	\$1,078,486.50

Respectfully submitted,  
/s/ Patty Spencer  
City Clerk

- e. REPORT – 2011/2012 SANITARY SEWER CIPP LINING PROJECT The following report of the Public Works & Buildings

September 26, 2011

TO: Mayor DiCianni and Members of the City Council  
RE: 2011/2012 Sanitary Sewer CIPP Lining Project

The Public Works and Buildings Committee met on Monday, September 26, 2011 to discuss bids for the 2011/2012 Sanitary Sewer CIPP Lining Project. An invitation to bid was sent to qualified contractors and advertised in local area newspapers. The bid contained a Base Bid Project. The three (3) bids that were received are summarized below:

<u>Contractor</u>	<u>Base Bid Totals</u>
Insituform Technologies (Lemont, IL)	\$935,494.00
Visu-Sewer of Illinois, LLC (Bridgeview, IL)	\$956,631.75

Municipal Pipe Tool Co. LLC                      \$1,078,486.50  
(West Chicago, IL)

The bid request defined the method and process for furnishing all labor, materials, tools, equipment, and incidentals, necessary to provide for the complete rehabilitation of deteriorated gravity sewer lines through the use of the Cured-in-Place-Pipe (CIPP) process. The Base Bid Project contains 26,028 feet of sanitary sewer targeted for rehabilitation. A map of the areas to be lined is attached.

The CIPP process is defined as the rehabilitation of gravity sewer pipe by the installation of a flexible polyester felt fiber tube, vacuum impregnated with a polyester thermosetting resin, having an impermeable inner surface. The impregnated tube is formed to the host pipe by means of a water column. Curing is accomplished by circulating hot water or Steam throughout the length of the tube in accordance with the manufacturer's curing schedule.

When cured and complete, the rehabilitated pipe shall be a structurally sound, impermeable, joint-less pipe, which is effectively a "pipe-within-a-pipe."

All preparatory activities, including pre-televising and cleaning is incidental to the work. Sewer service reinstatements and any other work required for the proper installation of the CIPP system is also included in the bid amount.

However, additional work such as point repairs, which may be required prior to lining are not included in the bid amount. The amount of work authorized by the City for this project, including the base bid and any additional work, shall not exceed the budgeted amount.

The low bidder on this project is Insituform Technologies USA, Inc. of Lemont, Illinois. Insituform Technologies has previously worked for the City and has completed this type of work in a timely and satisfactory manner.

Funds have been provided in the 2011/2012 Budget, Municipal Utility Fund, Sanitary Sewer Replacement/Lining Program, account number 510-6056-502-80-13, in the budgeted amount of \$950,000.00 for the contractual rehabilitation of sewers.

It is therefore the recommendation of the Public Works and Buildings Committee that the bid, submitted by Insituform Technologies USA, Inc., for the Base Bid Project work, in the amount of \$935,494.00, and for any additional work, be accepted and that the City Attorney prepare the appropriate resolution.

Respectfully submitted,  
Public Works and Building Committee

/s/ Jim Kennedy  
Chairman

/s/ Bob Dunn  
Vice-Chairman

/us/ Chris Healy

/s/ Diane Gutenkauf

- f. REPORT – DISPOSITION OF STOP SIGN REQUEST WILLOW ROAD AND ARMITAGE AVENUE The following report of the Public Affairs & Safety Committee was presented for passage:

September 26, 2011

To: Mayor DiCianni and Members of the City Council  
RE: Disposition of Stop Sign Request Willow Road and Armitage Avenue

The Public Affairs and Safety Committee met on September 26, 2011 to discuss the status of the above referenced request for Stop Signs at the intersection of Willow Road and Armitage Avenue.

In response to a request from a neighborhood resident, the City Engineering staff reviewed the intersection and finds poor sight distance between 40 and 70 feet at this low-volume intersection. According to "Proposed Warrants for Low Volume Intersection Traffic Control", this intersection meets the warrants for two-way stop control. Traffic data indicates Armitage Avenue has the lower traffic volume. As stated in the "Manual on Uniform Traffic Control Devices", the roadway carrying the lowest volume of traffic should be controlled. Therefore, staff recommends installing stop signs on the Armitage Avenue approached to Willow Road.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the appropriate ordinance be drafted and adopted by the City Council to install stop signs on the Armitage Avenue approaches to Willow Road.

Respectfully submitted,  
Public Affairs and Safety Committee

/s/ Patrick Wagner

Chairman

/s/ Paula Pezza

Vice-Chairman

/s/ Michael J. Bram

- g. REPORT – DAN GIBBONS TURKEY TROT The following report of the Public Affairs & Safety Committee was presented for passage:

September 26, 2011

To: Mayor DiCianni and Members of the City Council

Re: Dan Gibbons Turkey Trot

The Public Affairs and Safety Committee met on September 26, 2011 to discuss the request from the Dan Gibbons Turkey Trot Committee to alter the route of the Turkey Trot to help accommodate the anticipated increase in number of participants. This year's Turkey Trot will be benefitting six charities exclusive to DuPage County. These charities are promoting the event with their constituents, and the Turkey Trot Committee feels there will be even more runners and supporters; the Prairie Path route has exceeded its capacity and poses several safety concerns. Dan Gibbons and Tony Cuzzone from the Turkey Trot Committee were available to answer Committee questions.

The proposed new route would start at York and South Street, go north on York to Park, around the College, back down Cottage Hill to York and South Street (a copy of the proposed route is attached). This route will close St. Charles Road, York Road and affect a different neighborhood. The Turkey Trot Committee feels that the new course will allow for a safer route that will also showcase much of Elmhurst as it passes by the Central Business District, the library, Wilder Park and Elmhurst College.

City Staff said the route can be changed and traffic re-routed, however the change will require more barricades and staffing, increasing costs to the City from about \$3,000 to about \$6,000. Dan Gibbons stated that the Turkey Trot Committee will be willing to do a cost sharing with the City to help with costs. The Committee discussed a 50/50 sharing for all costs above \$3,000, not to exceed an additional \$1,500 in costs to the City.

Additionally, prior notification is mandatory to those residents land-locked or severely affected by the detours. All detour, road closure plans and operational parameters will be finalized only after consultation and discussion with the approval of the Elmhurst Police, Fire and Public Works Departments.

It is, therefore, the recommendation of the Public Affairs and Safety Committee to approve the layout of the proposed route and the 50/50 sharing for all costs above the initial \$3,000, not to exceed an additional \$1,500 in costs to the City and that the City Attorney prepare the necessary document.

Respectfully submitted,

Public Affairs and Safety Committee

/s/ Patrick Wagner

Chairman

/s/ Paula Pezza

Vice-Chairman

/s/ Michael J. Bram

- h. REPORT – REQUEST FOR PRIVATE ACTIVITY BOND VOLUME CAP The following report of the Finance, Council Affairs & Administrative Services Committee was presented for passage:

September 27, 2011

To: Mayor DiCianni and Members of the City Council

Re: Request for Private Activity Bond Volume Cap

The Finance, Council Affairs and Administrative Services Committee met September 26, 2011, to review a request from the Upper Illinois River Valley Development Authority for the City of Elmhurst to transfer its 2011 Private Activity Bond volume cap in the amount of \$4,399,830 to them.

Private Activity Bonds (PABs) are securities issued by a state or local home rule government for financing private development projects. The purpose behind PABs, which is a federal program, is to spur economic development. Federal law imposes a limit of \$95 per capita for 2011; therefore, Elmhurst's volume cap allocation for 2011 is \$4,399,830. Although PABs are bonds issued by the City, the bonds are financed privately. The City has no obligation to pay back the amounts financed should the project default, and the bonds are not deemed to be debt of the City, whether used by the City or by the transferee. The fact that PABs are issued by the City makes the bonds tax exempt, thus lowering financing costs for the development project.

The Upper Illinois River Valley Development Authority (UIRVDA) was created by an act of the Illinois Legislature in January 1990 to assist business development and expansion by providing low-interest financing. UIRVDA can issue the following types of bonds: tax-exempt industrial/manufacturing; senior citizen housing/multi-family; local government; not for profit (i.e. YMCA, hospital); solid waste disposal; and transportation. UIRVDA has developed relationships with home rule communities and other regional development authorities to work together to accommodate the volume cap needed for its projects. UIRVDA serves the following counties: Bureau, Grundy, Kane, Kendall, LaSalle, Marshall, McHenry and Putnam.

Although a specific project has not been identified, UIRVDA is requesting that the City of Elmhurst transfer its 2011 volume cap to UIRVDA for a future development project. If UIRVDA does not use the 2011 volume cap in calendar 2011, the 2011 cap can be carried over by UIRVDA for three years. The volume cap can then be used for projects at any time during the carry over period (2012-2014). UIRVDA has agreed to pay up to a 1% PAB transfer fee, plus to pay all City legal fees involved in the review and processing of the bond issue, for whatever portion of the volume cap is actually used by UIRVDA to finance a project. The transfer fee would be paid to the City at the time the bonds are issued.

Due to the sustained economic downturn, the City's PAB volume cap allocation has not been utilized since 2006, and prior to that, since 2002. If the City receives a request for volume cap from an Elmhurst business prior to December 31, 2011, UIRVDA will transfer the City's cap back to the City for its use. The transfer also lays the foundation for a relationship that could perhaps, in the future, allow the City to receive or purchase from UIRVDA some of its excess volume cap for a project that could benefit the City. After discussion, it was the consensus of the Finance Committee to recommend the transfer of the City's 2011 PAB volume cap to UIRVDA.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council direct the City Attorney to prepare the appropriate documents to

transfer the City of Elmhurst 2011 Private Activity Bond volume cap in the amount of \$4,339,830 to the Upper Illinois River Valley Development Authority.

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

- i. REPORT – PROPOSED ZONING ORDINANCE TEXT AMENDMENT – “DAY CARE AND PRE-SCHOOLS” IN THE C1 AND C4 ZONING DISTRICTS The following report of the Development Planning & Zoning Committee was presented for passage:

September 27, 2011

TO: Mayor DiCianni and Members of the City Council

RE: Proposed Zoning Ordinance Text Amendment – “Day Care and Pre-Schools” in the C1 and C4 Zoning Districts

The Development, Planning and Zoning Committee met on September 26, 2011 to discuss a request from City Staff to delete “Day Care and Pre-School” uses from the Permitted Use lists in the C1 and C4 districts, and reclassify “Day Care and Pre-School” uses as Conditional Uses in the C1 and C4 Zoning Districts.

Day care and pre-school uses are currently classified as Permitted Uses in the C1, C2, C3 and C4 zoning districts, and are classified as Conditional Uses in the OIC, C4A and I1 zoning districts.

Staff explained that day care and pre-school uses require evaluation of the impact of these uses at a particular location. As Conditional Uses, day care and pre-school uses are evaluated by the Police, Fire, Public Works, and Community Development Departments of the City, as well as the Planning Commission, the Development, Planning and Zoning Committee, and, ultimately, the City Council.

As Permitted Uses in the C2 and C3 districts, staff can evaluate the proposed location relative to parking and drop-off/pick-up of the children. However, in the C1 and C4 districts, off-street parking is not required and, because these uses are permitted as of right, a day care operator or pre-school can open in these two districts without conditions.

Pursuant to Section 3.11 of the Elmhurst Zoning Ordinance, Conditional Uses are “...uses which, because of their unique characteristics, cannot be properly classified in any particular district or districts, without consideration, in each case, of the impact of those uses upon neighboring land and of the public need for the particular use in the particular location”.

The Development, Planning and Zoning Committee agrees that these uses pose a potential safety concern regarding the dropping off and picking up of children, and, as such, should be classified as Conditional Uses in the C1 and C4 districts.

It is therefore, the recommendation of the Development, Planning and Zoning Committee that the City Council authorize City Staff to apply for, and the Zoning & Planning Commission to hold a public hearing on, text amendments to the Zoning Ordinance regarding “Day Care and Pre-School” uses in the C1 and C4 Zoning Districts.

Respectfully submitted,  
Development, Planning and Zoning  
Committee  
/s/ Steven Morley  
Chairman

/s/ Dannee Polomsky

Vice-Chairman

/s/ Norman Leader

- j. REPORT – FINDZALL COMMUNITY MARKETING CONTRACT RENEWAL The following report of the Development Planning & Zoning Committee was presented for passage:

September 27, 2011

TO: Mayor DiCianni and Members of the City Council

RE: Findzall Community Marketing Contract Renewal

The Development, Planning and Zoning Committee met on September 12 and 26, 2011 to review the renewal of a Consultant Services Agreement from Findzall Community Marketing, effective immediately upon the passage and execution of the appropriate contract documents.

The Committee reviewed the information provided by Findzall Community Marketing including Tasks and Strategies, the “Dashboard” and the Annual Progress Report dated April 1, 2011.

The Committee recognizes the need to continue to retain and protect our current businesses while promoting continued economic development.

The Committee noted that City staff contacted two other independent consultants specializing in this area of development services prior to establishing a contract with Findzall.

The Committee believes that the previous experience with the Elmhurst community as well as region-wide experience in economic development consulting positions Findzall as the best resource for the City of Elmhurst’s needs at this time. Findzall Community Marketing will continue to handle various marketing functions on behalf of the City including Explore Elmhurst, Shop/Buy Elmhurst Campaign, Open a Business link on Elmhurst website, development of social media including Twitter and Facebook, Broker E-Mail, the available properties list and associated map, and Visitor and Tourism links on the City website. Much of their work in the last year focused on setting up initiatives that can be maintained with minimal effort. City Staff will work with Findzall to direct their future efforts which will include an increased emphasis on business attraction and retention of retail businesses throughout as well as marketing of the City of Elmhurst.

Community support for economic development will also be achieved through a closer working collaboration and greater support from the City of Elmhurst Economic Development Commission and the Business Alliance, which includes the Elmhurst Chamber of Commerce and Industry and the Elmhurst City Centre Special Service Area.

Similar to the City’s other consulting services agreements, the contract with Findzall provides for an hourly rate and an average weekly delivery of time. The Findzall contract is for \$85.00 an hour, an average of eight hours per week, and total annual hours not to exceed 500 hours per year. The Committee discussed a one year contract with a one year option to provide an opportunity for a formal review after one year.

The performance of Findzall will be monitored and reviewed by City Staff on a monthly basis.

Therefore, it is the recommendation of the Development, Planning and Zoning Committee that the City Council authorize the City Attorney to prepare the proper documents for the formal City Council approval of Cathy Maloney and the Findzall Community Marketing firm to continue to provide consulting services for the City of Elmhurst for a one year period with a one year option to allow for a formal review after one year.

Respectfully submitted,  
Development, Planning and Zoning  
Committee

/s/ Steven Morley

Chairman

/s/ Dannee Polomsky

Vice-Chairman

/s/ Norman Leader

- k. O-45-2011 – AN ORDINANCE AUTHORIZING THE SALE BY AUCTION OF PERSONAL PROPERTY OWNED BY THE CITY OF ELMHURST

Ordinance O-45-2011 was presented for passage.

- l. O-46-2011 – AN ORDINANCE WAIVING BID AND AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD TO AAA CONCRETE RAISING CO. FOR THE 2011 SIDEWALK REPAIR PROGRAM (SLABJACKING) IN THE CITY OF ELMHURST, ILLINOIS

Ordinance O-46-2011 was presented for passage.

- m. MCO-12-2011 – AN ORDINANCE TO AMEND ARTICLE V ENTITLED, “DRIVING, OVERTAKING AND PASSING,” AND ARTICLE VI ENTITLED, “SPECIAL STOPS,” OF CHAPTER 44 ENTITLED, “MOTOR VEHICLES AND TRAFFIC,” OF THE MUNICIPAL CODE OF THE CITY OF ELMHURST, ILLINOIS (REPLACING YIELD SIGNS WITH STOP SIGNS AT THE NORTHBOUND AND SOUTHBOUND SUNNYSIDE AVENUE APPROACHES TO MONTROSE AVENUE)

Ordinance MCO-12-2011 was presented for passage.

- n. ZO-07-2011 – AN ORDINANCE GRANTING AN AMENDED CONDITIONAL USE PERMIT AND ASSOCIATED VARIATION TO SIGN HEIGHT FOR THE PURPOSE OF REPLACING AN EXISTING MANUAL READER BOARD SIGN WITH AN ELECTRONIC READER BOARD SIGN ON THE PROPERTY COMMONLY KNOWN AS 779 SOUTH YORK STREET (VISITATION CHURCH AND SCHOOL)

Ordinance ZO-07-2011 was presented for passage.

- o. R-39-2011 – A RESOLUTION AUTHORIZING THE FUNDING OF THE “SHOP/BUY” MARKETING CAMPAIGN

Resolution R-39-2011 was presented for passage.

- p. R-40-2011 – A Resolution Authorizing the Execution of an Agreement By and Between the City of Elmhurst and Kane, McKenna and Associates, Inc. Regarding Potential Tax Increment Financing District

Resolution R-40-2011 was presented for passage.

- q. R-41-2011 – A RESOLUTION EXPRESSING OFFICIAL INTENT REGARDING CERTAIN EXPENDITURES TO BE REIMBURSED FROM THE SPECIAL TAX ALLOCATION FUND FOR AND/OR FROM PROCEEDS OF AN OBLIGATION ISSUED, IF ANY, IN CONNECTION WITH A PROPOSED TAX INCREMENT FINANCING DISTRICT COMMONLY DESCRIBED AS THE NORTH YORK STREET REDEVELOPMENT PROJECT AREA

Resolution R-41-2011 was presented for passage.

- r. R-42-2011 – A RESOLUTION EXPRESSING OFFICIAL INTENT REGARDING CERTAIN EXPENDITURES TO BE REIMBURSED FROM THE SPECIAL TAX ALLOCATION FUND FOR AND/OR FROM PROCEEDS OF AN OBLIGATION ISSUED, IF ANY, IN CONNECTION WITH A PROPOSED TAX INCREMENT FINANCING DISTRICT COMMONLY DESCRIBED AS THE RIVERSIDE DRIVE REDEVELOPMENT PROJECT AREA

Resolution R-42-2011 was presented for passage.

- s. R-43-2011 – A RESOLUTION EXPRESSING OFFICIAL INTENT REGARDING CERTAIN EXPENDITURES TO BE REIMBURSED FROM THE SPECIAL TAX ALLOCATION FUND FOR AND/OR FROM PROCEEDS OF AN OBLIGATION ISSUED, IF ANY, IN CONNECTION WITH A PROPOSED TAX INCREMENT FINANCING DISTRICT COMMONLY DESCRIBED AS THE YORK STREET/VALLETTE STREET REDEVELOPMENT PROJECT AREA

Resolution R-43-2011 was presented for passage.

t. R-44-2011 – A RESOLUTION PROVIDING FOR A FEASIBILITY STUDY FOR THE PROPOSED NORTH YORK STREET TAX INCREMENT ALLOCATION FINANCING DISTRICT

Resolution R-44-2011 was presented for passage.

u. R-45-2011 – A RESOLUTION PROVIDING FOR A FEASIBILITY STUDY FOR THE PROPOSED RIVERSIDE DRIVE TAX INCREMENT ALLOCATION FINANCING DISTRICT

Resolution R-45-2011 was presented for passage.

v. R-46-2011 – A RESOLUTION PROVIDING FOR A FEASIBILITY STUDY FOR THE PROPOSED YORK STREET/VALLETTE STREET TAX INCREMENT ALLOCATION FINANCING DISTRICT

Resolution R-46-2011 was presented for passage.

Alderman Gutenkuf pulled items **6g. Report – Dan Gibbons Turkey Trot**, **6j. Report – Findzall Community Marketing Contract Renewal** and **6l. O-46-2011 – An Ordinance Waiving Bid and Authorizing the Issuance of a Notice of Award to AAA Concrete Raising Co. for the 2011 Sidewalk Repair Program (Slabjacking)** in the City of Elmhurst, Illinois from the Consent Agenda. Alderman Mulliner pulled item **6e. Report – 2011/2012 Sanitary Sewer CIPP Lining Project** from the Consent Agenda. Alderman Morley pulled item **6p. R-40-2011 – A Resolution Authorizing the Execution of an Agreement By and Between the City of Elmhurst and Kane, McKenna and Associates, Inc. Regarding Potential Tax Increment Financing District** from the Consent Agenda.

Alderman York moved to approve the contents of the Consent Agenda less items **6e. Report – 2011/2012 Sanitary Sewer CIPP Lining Project**, **6g. Report – Dan Gibbons Turkey Trot**, **6j. Report – Findzall Community Marketing Contract Renewal**, **6l. O-46-2011 – An Ordinance Waiving Bid and Authorizing the Issuance of a Notice of Award to AAA Concrete Raising Co. for the 2011 Sidewalk Repair Program (Slabjacking)** and **6p. R-40-2011 – A Resolution Authorizing the Execution of an Agreement By and Between the City of Elmhurst and Kane, McKenna and Associates, Inc. Regarding Potential Tax Increment Financing District**. Alderman Bram seconded. Roll call vote:

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

Nays: None

Results: 12 ayes, 0 nays, 2 absent  
Motion duly carried

Alderman Kennedy moved to accept item **6e. Report – 2011/2012 Sanitary Sewer CIPP Lining Project** as read. Alderman Gutenkauf seconded.

Alderman Mulliner stated he pulled item **6e. Report – 2011/2012 Sanitary Sewer CIPP Lining Project** to state that the home owners will have the responsibility of lining the lateral sewers. Alderman Mulliner supports the report and wanted to point out that the lateral sewers will not be part of the Burke/JN report.

Discussion ensued.

Alderman Healy stated he did not sign the report because he was absent from the meeting.

Voice vote on item **6e. Report – 2011/2012 Sanitary Sewer CIPP Lining Project**. Motion carried.

Alderman Pezza moved to accept item **6g. Report – Dan Gibbons Turkey Trot** as read. Alderman

Bram seconded.

Alderman Gutenkauf stated she pulled item **6g. Report – Dan Gibbons Turkey Trot** to take the opportunity to inform residents of the route change for the Turkey Trot and to let everyone know that this year all the proceeds will go to non-profits located in DuPage County. She stated an increase in participants is expected.

Alderman Gutenkauf stated her support for the new route and stated she felt it was important to speak of the new route and for residents to receive publicity announcing the new route.

Voice vote on item **6g. Report – Dan Gibbons Turkey Trot**. Motion carried.

Alderman Morley moved to accept item **6j. Report – Findzall Community Marketing Contract Renewal** as read. Alderman Polomsky seconded.

Alderman Morley stated the Findzall Community Marketing contract expired in April 2011. He stated the consultants are currently operating under the City Manager's authority. He stated the Development, Planning and Zoning Committee (DP&Z) reviewed a report that included Findzall's accomplishments for this past year. He stated he supports the committee report and asked Council to give their approval for Findzall to continue with their services for a one year period, with a one year option to allow for a formal review after one year.

Alderman Gutenkauf stated she pulled item **6j. Report – Findzall Community Marketing Contract Renewal** regarding the recommendation given to Council from the DP&Z Committee report. Alderman Gutenkauf asked about other vendors, how the fees were established, and questioned the measurements used in evaluating the marketing efforts used by Findzall.

Discussion ensued regarding issues of those in favor and those opposed to renewing the Findzall contract as it was presented the Council tonight.

Discussion ensued regarding the Council receiving a monthly status report from Findzall. It was agreed by Council that Findzall would provide said status report each month to the Council.

Roll call vote on item **6j. Report – Findzall Community Marketing Contract Renewal**.

Ayes: Morley, Polomsky, York, Healy, Levin, Kennedy, Leader, Dunn

Nays: Mulliner, Pezza, Gutenkauf, Bram

Results: 8 ayes, 4 nays, 2 absent

Motion carried

Alderman Kennedy moved to approve item **6l. O-46-2011 – An Ordinance Waiving Bid and Authorizing the Issuance of a Notice of Award to AAA Concrete Raising Co. for the 2011 Sidewalk Repair Program (Slabjacking) in the City of Elmhurst, Illinois** as read. Alderman Dunn seconded.

Alderman Gutenkauf stated she pulled item **6l. O-46-2011 – An Ordinance Waiving Bid and Authorizing the Issuance of a Notice of Award to AAA Concrete Raising Co. for the 2011 Sidewalk Repair Program (Slabjacking) in the City of Elmhurst, Illinois** to take the opportunity to mention this is a specialized job and there is only one company that can do this type of work. She stated she was not at the Council meeting when the Committee report was presented and she wanted to make sure it was clear that the City is not opting for a no-bid contract. Alderman Gutenkauf stated she supports item **6l. O-46-2011 – An Ordinance Waiving Bid and Authorizing the Issuance of a Notice of Award to AAA**

**Concrete Raising Co. for the 2011 Sidewalk Repair Program (Slabjacking) in the City of Elmhurst, Illinois.**

Roll call vote on item **6l. O-46-2011 – An Ordinance Waiving Bid and Authorizing the Issuance of a Notice of Award to AAA Concrete Raising Co. for the 2011 Sidewalk Repair Program (Slabjacking) in the City of Elmhurst, Illinois:**

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

Nays: None

Results: 12 ayes, 0 nays, 2 absent  
Motion carried

Alderman Morley moved to approve item **6p. R-40-2011 – A Resolution Authorizing the Execution of an Agreement By and Between the City of Elmhurst and Kane, McKenna and Associates, Inc. Regarding Potential Tax Increment Financing District** as read. Alderman Polomsky seconded.

Alderman Morley stated he pulled item **6p. R-40-2011 – A Resolution Authorizing the Execution of an Agreement By and Between the City of Elmhurst and Kane, McKenna and Associates, Inc. Regarding Potential Tax Increment Financing District** to point out that Exhibit "A" has been revised. City Attorney Storino distributed a revised copy on the dais this evening. Alderman Morley stated this resolution and agreement are for Phase I only.

Alderman Mulliner asked for clarification that the "not to exceed" number is only for Phase I.

Alderman Morley replied yes.

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

Nays: None

Results: 12 ayes, 0 nays, 2 absent  
Motion carried

**COMMITTEE REPORTS**

7. a. REPORT – CITY WARD REDISTRICTING The following report of the Finance, Council Affairs & Administrative Services Committee was presented for passage:

September 27, 2011

To: Mayor DiCianni and Members of the City Council

Re: City Ward Redistricting

The Finance, Council Affairs and Administrative Services Committee met September 12, 2011, to discuss City ward redistricting.

The realignment of City wards is necessary when changes in population, as identified by examining census figures, result in underrepresentation or overrepresentation in some wards. Ward boundaries were last changed in 2002, as a result of the 2000 census. The results of the 2010 census are now available, and due to shifts in the City's population, it is appropriate to consider adjusting ward boundaries at this time. A ward redistricting plan was developed by staff and has been reviewed with the Finance Committee. A map depicting that plan is attached. Note that the proposed wards are the color segments, and that the current ward boundaries are the heavy red dotted lines. To help ensure equal representation of City residents, every attempt has been made to adjust ward boundaries to approximate the mean population (6,303) of the seven wards. The

2010 census figures for the seven wards, current and proposed, and the percentage difference from the mean are as follows:

<u>Ward</u>	<u>Current</u>	<u>% Difference</u>	<u>Proposed</u>	<u>% Difference</u>
1	6,506	3.22%	6,277	-0.41%
2	6,655	5.58%	6,407	1.65%
3	5,978	-5.16%	6,455	2.41%
4	6,255	-0.76%	6,255	-0.76%
5	6,235	-1.08%	6,235	-1.08%
6	6,447	2.28%	6,238	-1.03%
7	<u>6,045</u>	-4.09%	<u>6,254</u>	-0.78%
Total	44,121		44,121	

The proposed changes bring the City's wards substantially in line with the mean ward population.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council authorize the City Attorney to prepare an amendment to Section 2.01 of the City of Elmhurst Municipal Code to adjust the ward boundaries as proposed in this report.

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

Alderman York moved accept item **7a. Report – City Ward Redistricting** as read. Alderman Mulliner seconded.

Alderman York stated every ten years after the Census, the City looks at the population to make sure that each Ward represents an equally proportionate number of residents. He stated City staff has prepared a City Ward redistricting map. He asked the Council to support the redistricting as presented.

Alderman Dunn stated even though the 2<sup>nd</sup> Ward loses an area, he supports the report.

Voice vote on item **7a. Report – City Ward Redistricting**. Motion carried.

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

8. a. UPDATES (Mayor DiCianni)

Mayor DiCianni reported he met with six VPs from ComEd on Wednesday, September 28, 2011 to discuss reliability and infrastructure problems pertaining to Elmhurst. Also in attendance were City Manager Grabowski, Assistant City Manager/Fire Chief Kopp as well as three of the four Committee Chairmen, Aldermen Morley, Wagner and Kennedy.

Mayor DiCianni stated the meeting was very productive. ComEd has agreed to give a monthly report on tree trimming, re-looping, etc. Mayor DiCianni stated he invited the six VPs to meet with the entire City Council and their constituents in the near future.

Alderman Mulliner stated he hopes that a public meeting will be scheduled very soon. He stated everyone needs to know what ComEd's plans are for Elmhurst.

Alderman Bram stated his disappointment that the September 28, 2011 meeting did not include all of the elected officials and he looked forward to the upcoming meeting because this is a Citywide problem.

Mayor DiCianni assured the Council a meeting will be scheduled.

Alderman Healy reported there was a power outage for a couple of minutes throughout the south side of town and it was a sunny day! He stated his support of having a smaller representation at the September 28<sup>th</sup> meeting. Alderman Healy stated ComEd was able to speak in depth regarding their delivery of service. He stated all elected officials are pushing for the same goal.

Mayor DiCianni thanked the students from Conrad Fischer. He stated their abbreviated program was a sample of the wonderful performance held on Sunday, September 25, 2011. He stated 200-300 people were in attendance to celebrate history through music.

The Mayor thanked and congratulated Historical Museum Director Bergheger and Curator of Exhibits Tawzer on the opening of two new Civil War exhibits: *Between the States* and *Letters From Home*. The exhibits opened on September 24, 2011, approximately 300 people were in attendance.

Alderman Bram thanked the Conrad Fischer students, their parents, teachers and Principal Bailey for an enjoyable program.

City Manager Grabowski announced Committee meetings will be held on Tuesday, October 11, 2011 at 7:00 p.m. due to the Columbus Day holiday. He announced a Committee of the Whole meeting will follow.

#### **RESOLUTIONS**

9. a. **R-47-2011 – A RESOLUTION URGING THE ILLINOIS GENERAL ASSEMBLY AND THE GOVERNOR TO MODIFY THE SMART GRID BILL**

Resolution R-47-2011 was presented for passage.

Alderman Pezza moved to approve item 9a. R-47-2011 – A Resolution Urging the Illinois General Assembly and the Governor to Modify the Smart Grid Bill. Alderman Bram seconded. Voice vote, motion carried.

#### **OTHER BUSINESS**

10. None.

#### **ANNOUNCEMENTS**

11. Alderman Bram announced he and Alderman Polomsky will host a Town Hall meeting on Wednesday, October 26, 2011 at 7:00 p.m. at Angelo's Ristornate.

City Clerk Spencer announced the Elmhurst Park District along with the York & Vallette Business Association will host Fall Fest on Saturday, October 8, 2011 from 10:00a.m. – 2:00 p.m. at the fountain on York Street between South and Vallette Streets.

Clerk Spencer announced the York Student Enrichment Team (YSET) will host a fundraiser "Art, Wine, Food" on Thursday, October 13, 2011 at Flight 112 Wine House. For more information visit

[www.flight112wine.com](http://www.flight112wine.com).

Clerk Spencer announced that the official hours for Trick-or-Treating in Elmhurst will be 3:30 p.m. – 7:30 p.m. on Halloween, Monday, October 31, 2011.

Alderman York, point of clarification, City Hall is closed to the public on Columbus Day, Monday, October 10, 2011 but City staff are working on that day.

**ADJOURNMENT**

12. Alderman Morley moved to adjourn the meeting. Alderman York seconded. Voice vote. Motion carried. Meeting adjourned 8:50 p.m.

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Peter P. DiCianni III, Mayor

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Patty Spencer, City Clerk

CITY OF ELMHURST

ACCOUNTS PAYABLE SUMMARY SHEET

OCTOBER 17, 2011

	<u>REGULAR</u>	<u>INTERIM</u>	<u>TOTAL</u>
<u>CHECKS</u>			
GENERAL FUND	\$769,311.35	10,225.06	\$779,536.41
LIBRARY FUND	12.04	55.49	67.53
B & I LIBRARY G.O. BONDS	268.00	-	268.00
STORMWATER	25,950.00	-	25,950.00
REDEVELOPMENT	48,862.03	127.50	48,989.53
INDUSTRIAL DEVELOPMENT	50.00	-	50.00
RT 83 COMMERCIAL DEVELOPMENT	150.00	-	150.00
DEBT SERVICE G.O. BONDS	834.50	-	834.50
MUNICIPAL UTILITY FUND	189,954.96	754.24	190,709.20
PARKING REVENUE SYSTEM FUND	7,329.72	-	7,329.72
	<u>1,042,722.60</u>	<u>11,162.29</u>	<u>1,053,884.89</u>

FINANCE REVIEW

*Marilyn Gaston*  
\_\_\_\_\_

CITY MANAGER REVIEW

*[Signature]*  
\_\_\_\_\_

TO THE CITY TREASURER,

THE PAYMENT OF THE ABOVE LISTED AMOUNTS HAS BEEN APPROVED BY THE CITY COUNCIL AT A MEETING HELD ON OCTOBER 17, 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](mailto:marilyn.gaston@elmhurst.org). In addition to your question, include page number, vendor name, and dollar amount. Please submit questions as soon as possible, prior to 8:00 a.m. on the Monday of the City Council meeting, to allow for timely response.

PREPARED 10/11/2011, 9:10:18  
 PROGRAM: GM339L  
 CITY OF ELMHURST, ILLINOIS  
 CITY

EXPENDITURE APPROVAL LIST  
 AS OF: 10/17/2011 CHECK DATE: 10/20/2011

BANK: 01

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000032	00	A & A EQPT & SUPPLY CO						
111136		009538	01	10/17/2011	110-6041-432.40-98	SUPPLIES	129.90	
111136		009539	01	10/17/2011	510-6052-501.40-98	SUPPLIES	129.90	
VENDOR TOTAL *							259.80	
0018234	00	A MOON JUMP FOR U						
10659		009353	01	09/29/2011	110-4020-422.60-25	OPEN HOUSE POPCORN	CHECK #: 149626	186.00
VENDOR TOTAL *							.00	186.00
0000009	00	ACE HARDWARE						
278936		009468	01	10/17/2011	110-2008-413.50-25	RETURNED MERCHANDISE	6.73-	
278906		009469	01	10/17/2011	110-2008-413.50-25	PHONE PARTS	15.26	
278952		009670	01	10/17/2011	110-6041-432.40-53	TOOLS	20.69	
278852		009671	01	10/17/2011	110-6041-432.40-98	NUTS/BOLTS	9.44	
279041		009584	01	10/17/2011	110-6044-435.40-98	MOUSE PRUF	14.38	
278903		009585	01	10/17/2011	110-6044-435.40-26	LAMPS	25.14	
278181		009252	01	10/17/2011	110-6046-418.50-01	FASTENERS	4.03	
278449		009253	01	10/17/2011	110-6046-418.40-98	DRAIN CLEANER	8.99	
278667		009254	01	10/17/2011	110-6046-418.50-01	HEATER	26.99	
278696		009255	01	10/17/2011	110-6046-418.50-01	CLOCK HANGERS	6.82	
278756		009256	01	10/17/2011	110-6046-418.50-01	FASTENERS	10.30	
278830		009257	01	10/17/2011	110-6046-418.50-01	AERATOR REPLACEMENTS	7.72	
279003		009583	01	10/17/2011	110-7060-451.50-01	PLUG FUSES	11.69	
279045		009586	01	10/17/2011	110-7060-451.60-98	BATTERIES	27.98	
278838		009587	01	10/17/2011	110-7060-451.60-44	EXHIBIT EXPENSES	84.85	
278841		009588	01	10/17/2011	110-7060-451.60-44	EXHIBIT EXPENSES	32.95	
278857		009589	01	10/17/2011	110-7060-451.60-39	EXHIBIT RECEPTION	3.78	
278881		009590	01	10/17/2011	110-7060-451.60-44	EXHIBIT EXPENSES	15.85	
278984		009591	01	10/17/2011	110-7060-451.60-39	EXHIBIT RECEPTION	10.10	
278901		009277	01	10/17/2011	510-6052-501.40-98	GAS TANK REPLACEMENT	8.99	
278875		009258	01	10/17/2011	530-0088-503.50-14	EMERGENCY LIGHT REPAIR	2.16	
VENDOR TOTAL *							341.38	
0008328	00	ADT SECURITY SERVICES, INC						
56477778		009893	01	10/17/2011	110-4021-425.40-41	PRO RATED SVC CHARGE	34.23	
VENDOR TOTAL *							34.23	
0014376	00	AEREX PEST CONTROL						
864742		009247	01	10/17/2011	110-4020-422.50-01	PEST CONTROL	45.00	
864741		009248	01	10/17/2011	110-4020-422.50-01	PEST CONTROL	33.00	
864740		009251	01	10/17/2011	110-5030-421.30-98	PEST CONTROL	43.00	
864833		009244	01	10/17/2011	110-6046-418.50-01	PEST CONTROL	86.00	
864738		009246	01	10/17/2011	110-6046-418.50-01	PEST CONTROL	43.00	
864739		009250	01	10/17/2011	110-6046-418.50-01	PEST CONTROL	54.00	
864832		009245	01	10/17/2011	110-7060-451.50-01	PEST CONTROL	23.00	
864586		009249	01	10/17/2011	110-7060-451.50-01	PEST CONTROL	28.00	
VENDOR TOTAL *							355.00	
0000803	00	AIR ONE EQUIP, INC						

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000803 76117	00	AIR ONE EQUIP, INC 009892	01	10/17/2011	110-4020-422.30-98	HURST MAINT	681.00	
						VENDOR TOTAL *	681.00	
0007472 105530551 105538157 105661398 105668542	00	AIRGAS NORTH CENTRAL 009359 009360 009361 009362	01	10/17/2011	110-6047-512.40-98	SUPPLIES	394.45 6.64 394.45 6.64	
						VENDOR TOTAL *	802.18	
0000016 79977	00	ALEXANDER EQPT CO INC 009723	01	10/17/2011	110-6047-512.50-02	KNIFE GRINDING	79.80	
						VENDOR TOTAL *	79.80	
0016508 2443	00	ALL AMERICAN LANDSCAPING LTD 009866	01	10/17/2011	110-6043-434.30-34	LAWN CUTTING	130.00	
						VENDOR TOTAL *	130.00	
0004999 SEPT 2011	00	ALLIANCE PLBG & SEWER 009569	01	10/17/2011	110-4025-424.30-12	PLUMBING INSPECTIONS	2,632.00	
						VENDOR TOTAL *	2,632.00	
0016250 0000018415 0000018388	00	ALLIED GARAGE DOOR INC 009561 009262	01	10/17/2011	110-5030-421.50-01 110-6046-418.50-01	DOOR REPAIR	943.70 730.00	
						VENDOR TOTAL *	1,673.70	
0000078 8929477 8929477	00	ALLIED WASTE/REPUBLIC #551 009847 009848	01	10/17/2011	110-6045-441.30-65 110-6045-441.30-83	REFUSE COLLECTION	211,866.64 27,000.00	
						VENDOR TOTAL *	238,866.64	
0013770 5191 5192	00	ALPINE SAP, INC - CAROL STREAM 009728 009729	01	10/17/2011	510-6050-501.30-52 510-6050-501.30-52	RPZ TESTING	3,570.00 1,530.00	
						VENDOR TOTAL *	5,100.00	
0018546 09/23/2011	00	ALVESTAD, JOSTEIN 008982	01	10/06/2011	110-4020-422.60-98	EXPENSE REIMBURSEMENT	CHECK #: 149643	119.98
						VENDOR TOTAL *	.00	119.98
0016997 09/23/2011	00	AMAZON 008982	01	10/06/2011	110-4020-422.60-98	BOSU BALLS	CHECK #: 149317	119.98-
						VENDOR TOTAL *	.00	119.98-
0005297 09/27/2011 09/27/2011	00	AMERICAN CHARGE SERVICE 009533 009534	01	10/17/2011	110-0083-443.60-49 110-0083-443.60-19	SENIOR CITIZEN TAXI SVC DISABLED CITIZEN TAXI SVC	541.65 3.20	

PREPARED 10/11/2011, 9:10:18  
 PROGRAM: GM339L  
 CITY OF ELMHURST, ILLINOIS  
 CITY

EXPENDITURE APPROVAL LIST  
 AS OF: 10/17/2011 CHECK DATE: 10/20/2011

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
0005297	00	AMERICAN CHARGE SERVICE						
						VENDOR TOTAL *	544.85	
0008412	00	AMERICAN PUBLIC WORKS ASSN - KC POB						
139454	009206		01	10/17/2011	110-6040-431.60-11	CEU TRANSCRIPT PAYMENT	5.00	
72473	009207		01	10/17/2011	110-6040-431.60-11	CEU TRANSCRIPT PAYMENT	5.00	
139454	009208		01	10/17/2011	110-6040-431.60-11	CEU TRANSCRIPT PAYMENT	5.00	
72473	009209		01	10/17/2011	110-6040-431.60-11	CEU TRANSCRIPT PAYMENT	5.00	
						VENDOR TOTAL *	20.00	
0007811	00	ANDERSON LANDSCAPE SUPPLY						
V44735	009229		01	10/17/2011	110-6043-434.40-27	SCHOOL HOUSE MULCH	9.00	
						VENDOR TOTAL *	9.00	
0007213	00	APWA - CHICAGO METRO CHAPTER						
#1	009149		01	09/27/2011	110-6040-431.60-11	SEMINAR REGISTRATION	CHECK #: 149622	75.00
						VENDOR TOTAL *	.00	75.00
0012722	00	ARMOR SYSTEMS CORP						
2157	000028		01	10/17/2011	110-3015-414.30-52	CODE ENFORCEMENT COLLECTI	42.00	
1601	000027		01	10/17/2011	530-0088-503.30-09	PARKING COLLECTIONS	755.63	
						VENDOR TOTAL *	797.63	
0000095	00	AT & T MOBILITY						
287025291896X09009573			01	10/17/2011	110-4020-422.30-75	MONTHLY PHONE	46.61	
287025291896X09009572			01	10/17/2011	110-5030-421.30-75	MONTHLY PHONE	46.62	
						VENDOR TOTAL *	93.23	
0012277	00	AT&T						
63094131383002	009520		01	10/17/2011	110-1001-411.30-75	MONTHLY PHONE	11.62	
63022613552388	009204		01	10/17/2011	110-4020-422.30-75	MONTHLY SVC	314.23	
63094177985546	009571		01	10/17/2011	110-4020-422.30-75	MONTHLY PHONE	77.27	
63094112299292	009521		01	10/17/2011	110-5030-421.30-75	MONTHLY PHONE	26.77	
63083402982045	009446		01	10/17/2011	110-6040-431.30-75	MONTHLY PHONE	72.03	
70822611762223	009570		01	10/17/2011	110-7060-451.30-75	MONTHLY PHONE	127.20	
63094131383002	009481		01	10/17/2011	510-6055-502.30-75	MONTHLY PHONE	11.61	
						VENDOR TOTAL *	640.73	
0018177	00	BARTELS CONSULTING, KEN						
10/04/2011	009931		01	10/17/2011	110-1001-411.30-12	PROFESSIONAL SVCS	315.00	
10/04/2011	009932		01	10/17/2011	110-3015-414.30-12	PROFESSIONAL SVCS	1,912.50	
10/04/2011	009930		01	10/17/2011	110-7060-451.30-12	PROFESSIONAL SVCS	1,372.50	
						VENDOR TOTAL *	3,600.00	
0012081	00	BAXTER & WOODMAN						
0158792	009726		01	10/17/2011	510-6057-502.80-20	PROFESSIONAL SVCS	4,916.25	
0158793	009727		01	10/17/2011	510-6057-502.80-20	PROFESSIONAL SVCS	4,000.00	
						VENDOR TOTAL *	8,916.25	
0000060	00	BERGHEGER, BRIAN						

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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
0000060	00	BERGHEGER, BRIAN						
09/29/2011	009651		01	10/17/2011	110-7060-451.60-98	EXPENSE REIMBURSEMENT	138.50	
							VENDOR TOTAL *	138.50
0000059	00	BERGHEGER, BRIAN-PETTY CASH						
07/28-10/03/11	009652		01	10/17/2011	110-7060-451.60-64	PETTY CASH REIMBURSEMENT	40.40	
07/28-10/03/11	009653		01	10/17/2011	110-7060-451.60-29	PETTY CASH REIMBURSEMENT	15.95	
07/28-10/03/11	009654		01	10/17/2011	110-7060-451.60-98	PETTY CASH REIMBURSEMENT	20.78	
							VENDOR TOTAL *	77.13
0013075	00	BERKELEY TRUCKING INC						
35776	009276		01	10/17/2011	510-6052-501.40-57	STONE	1,478.29	
35767	009275		01	10/17/2011	510-6056-502.30-81	HAULING SVCS	3,150.00	
35771	009462		01	10/17/2011	510-6056-502.30-81	HAULING SVCS	2,275.00	
							VENDOR TOTAL *	6,903.29
0000061	00	BERKHEIMER CO INC, G W						
612861	009259		01	10/17/2011	110-4020-422.50-01	THERMOSTAT	84.58	
							VENDOR TOTAL *	84.58
0010307	00	BEST QUALITY CLEANING INC						
43484	009219		01	10/17/2011	110-6046-418.30-14	MONTHLY SVC	5,825.00	
43484	009220		01	10/17/2011	510-6057-502.30-14	MONTHLY SVC	320.00	
							VENDOR TOTAL *	6,145.00
0016094	00	BISHOP, DAN						
09/27/2011	009542		01	10/17/2011	110-5030-421.60-45	EXPENSE REIMBURSEMENT	23.64	
							VENDOR TOTAL *	23.64
0020032	00	BLEEDING HEART LLC						
10/03/2011	009630		01	10/17/2011	310-0089-461.60-18	RETAIL BUSINESS GRANT	5,000.00	
							VENDOR TOTAL *	5,000.00
0014870	00	BOUNDTREE MEDICAL, LLC						
87276096	009594		01	10/17/2011	110-4020-422.40-45	BATTERY PACK	167.91	
							VENDOR TOTAL *	167.91
0007611	00	BRENNAN, THOMAS						
AT11-31170	009148		01	10/17/2011	110-0000-115.07-02		500.00	
							VENDOR TOTAL *	500.00
0007199	00	BRETT EQPT CORP						
203237	009176		01	10/17/2011	110-6047-512.50-16	PW-136 & STOCK	275.88	
							VENDOR TOTAL *	275.88
0001899	00	BRISTOL HOSE & FITTING MAIN WAREHSE						
00278837	009177		01	10/17/2011	110-6047-512.50-16	SHOP STOCK	20.04	
00279227	009178		01	10/17/2011	110-6047-512.50-16	STOCK	62.50	
00279020	009179		01	10/17/2011	110-6047-512.50-16	STOCK	3.90	

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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						
0001899	00	BRISTOL HOSE & FITTING MAIN WAREHSE						
00279898		009920	01	10/17/2011	110-6047-512.50-16	TRK/PARTS PW88	60.71	
00280024		009921	01	10/17/2011	110-6047-512.50-16	TRK/PARTS PW88/STOCK	263.28	
							VENDOR TOTAL *	410.43
0007057	00	BROADCAST PRODUCTION SERVICES INC						
09/17-09/30/11		009417	01	10/17/2011	110-0086-453.30-52	CATV PROF SVCS	385.00	
							VENDOR TOTAL *	385.00
0000084	00	BURGIN, DENNIS						
09/17-09/30/11		009438	01	10/17/2011	110-0086-453.30-52	CATV PROF SVCS	883.25	
09/11/2011		009443	01	10/17/2011	110-0086-453.30-52	PROFESSIONAL SVCS	63.00	
							VENDOR TOTAL *	946.25
0012240	00	BURKE, CHRISTOPHER B ENGRG						
102348		009226	01	10/17/2011	305-6041-432.80-22	AUG PROFESSIONAL SVCS	25,950.00	
102348		009225	01	10/17/2011	510-6056-502.80-13	AUG PROFESSIONAL SVCS	58,192.88	
							VENDOR TOTAL *	84,142.88
0020028	00	BURTON, NANCY						
26130		009464	01	10/17/2011	110-0000-316.00-00	TRANSFER STAMP REFUND	810.00	
							VENDOR TOTAL *	810.00
0009267	00	C J C AUTO PARTS & TIRES						
759461		009186	01	10/17/2011	110-6047-512.50-16	E-9	193.90	
759724		009914	01	10/17/2011	110-6047-512.50-16	TRK/PARTS PW166	47.76	
759976		009915	01	10/17/2011	110-6047-512.50-16	RETURNED MERCHANDISE	42.72-	
810952		009953	01	10/17/2011	110-6047-512.50-16	PARTS/SUPPLIES	248.40	
							VENDOR TOTAL *	447.34
0018709	00	CALDWELL, PAT - PETTY CASH						
09/22-10/05/11		009907	01	10/17/2011	110-2008-413.60-11	PETTY CASH REIMBURSEMENT	30.00	
09/22-10/05/11		009908	01	10/17/2011	110-4020-422.40-31	PETTY CASH REIMBURSEMENT	18.34	
09/22-10/05/11		009909	01	10/17/2011	110-4020-422.40-33	PETTY CASH REIMBURSEMENT	14.95	
09/22-10/05/11		009910	01	10/17/2011	110-4020-422.60-11	PETTY CASH REIMBURSEMENT	70.00	
09/22-10/05/11		009911	01	10/17/2011	510-6050-501.60-11	PETTY CASH REIMBURSEMENT	20.00	
09/22-10/05/11		009912	01	10/17/2011	510-6052-501.40-98	PETTY CASH REIMBURSEMENT	17.42	
09/22-10/05/11		009913	01	10/17/2011	530-0000-341.50-01	PETTY CASH REIMBURSEMENT	3.00	
							VENDOR TOTAL *	173.71
0020034	00	CAMERON, PAUL						
067		009643	01	10/17/2011	530-0000-341.50-03	PARKING PERMIT REFUND	105.00	
							VENDOR TOTAL *	105.00
0019841	00	CAMP DRESSER & MCKEE INC						
80383843/6		009673	01	10/17/2011	110-6046-418.30-26	PROFESSIONAL SVCS	4,772.50	
							VENDOR TOTAL *	4,772.50
0012709	00	CARLS WILDLIFE CONTROL						

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0012709 578212	00	CARLS WILDLIFE CONTROL 009260	01	10/17/2011	110-7060-451.50-01	PEST CONTROL	215.00	
						VENDOR TOTAL *	215.00	
0008716 034958 035198 035198 035198	00	CASE LOTS INC 009187 009879 009880 009881	01	10/17/2011	110-2006-413.40-33 110-4020-422.40-24 110-6046-418.40-24 110-6047-512.40-24	OFFICE SUPPLIES SUPPLIES SUPPLIES SUPPLIES	209.85 110.80 117.60 95.80	
						VENDOR TOTAL *	534.05	
0018865 128277	00	CASTLE CHEVROLET 009922	01	10/17/2011	110-6047-512.50-16	TRK/PARTS PD-47	104.61	
						VENDOR TOTAL *	104.61	
0007069 ZTL6758	00	CDW GOVERNMENT INC 009467	01	10/17/2011	110-2008-413.80-03	COMPUTER EQUIP	2,577.02	
						VENDOR TOTAL *	2,577.02	
0016322 09/17-09/30/11	00	CEASAR, ADAM 009424	01	10/17/2011	110-0086-453.30-52	CATV PROF SVCS	162.50	
						VENDOR TOTAL *	162.50	
0012836 S13075 S13081	00	CERTIFIED FLEET SERVICES, INC 009175 009923	01	10/17/2011	110-6047-512.50-16 110-6047-512.50-16	F-6 TRK/PARTS TRK#2	440.13 86.59	
						VENDOR TOTAL *	526.72	
0014402 415128 416722 417850	00	CHICAGO PARTS & SOUND LLC 009174 009269 009674	01	10/17/2011	110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16	CORE CREDIT PARTS/SUPPLIES PARTS/SUPPLIES	75.00- 105.58 201.52	
						VENDOR TOTAL *	232.10	
0017856 9/7-22/11	00	CIRINCIONE, JOE 009234	01	10/17/2011	110-4025-424.30-12	PLUMBING INSPECTIONS	2,401.70	
						VENDOR TOTAL *	2,401.70	
0002348 09/29/2011 09/29/2011	00	CISZEWSKI, ARTHUR 009553 009554	01	10/17/2011	110-5030-421.60-05 110-5030-421.60-11	EXPENSE REIMBURSEMENT EXPENSE REIMBURSEMENT	13.32 9.35	
						VENDOR TOTAL *	22.67	
0000630 68247 68246 68246	00	CLASSIC GRAPHIC INDUSTRIES INC 009342 009863 009864	01	10/17/2011	110-2006-413.40-33 510-6050-501.40-98 510-6055-502.40-98	ENVELOPES SHIPPING FEES SHIPPING FEES	477.75 17.50 17.50	
						VENDOR TOTAL *	512.75	
0000112	00	COCA-COLA BOTTLING CO						



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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
0009478	00	COMMUNICATION REVOLVING FUND						
						VENDOR TOTAL *	1,187.39	
0006475	00	COMMUNICATIONS DIRECT INC						
SR96496	009951		01	10/17/2011	110-5030-421.30-98	MONTHLY MAINT FEE	812.00	
						VENDOR TOTAL *	812.00	
0017925	00	CONSERVATION LAND STEWARDSHIP INC						
4235	009952		01	10/17/2011	510-6057-502.50-01	LANDSCAPE MAINT	996.25	
						VENDOR TOTAL *	996.25	
0009867	00	CORRIGAN, DANIEL						
09/19-09/25/11	009545		01	10/17/2011	110-5030-421.60-05	EXPENSE REIMBURSEMENT	129.87	
09/19-09/25/11	009546		01	10/17/2011	110-5030-421.60-11	EXPENSE REIMBURSEMENT	40.00	
						VENDOR TOTAL *	169.87	
0009471	00	COSTCO - OAKBROOK						
10032011	009602		01	10/03/2011	110-2006-413.40-33	SUPPLIES	CHECK #: 149628	68.64
10032011	009603		01	10/03/2011	110-4020-422.40-98	SUPPLIES	CHECK #: 149628	79.89
10032011	009604		01	10/03/2011	110-4020-422.40-24	SUPPLIES	CHECK #: 149628	88.92
10032011	009605		01	10/03/2011	110-5030-421.40-98	SUPPLIES	CHECK #: 149628	113.27
10032011	009606		01	10/03/2011	110-6041-432.40-98	SUPPLIES	CHECK #: 149628	68.65
10032011	009607		01	10/03/2011	110-6043-434.40-98	SUPPLIES	CHECK #: 149628	68.65
10032011	009608		01	10/03/2011	110-6044-435.40-98	SUPPLIES	CHECK #: 149628	68.65
10032011	009609		01	10/03/2011	110-6046-418.40-98	SUPPLIES	CHECK #: 149628	68.65
10032011	009610		01	10/03/2011	110-6046-418.40-24	SUPPLIES	CHECK #: 149628	23.98
10032011	009611		01	10/03/2011	110-6047-512.40-98	SUPPLIES	CHECK #: 149628	68.65
10032011	009612		01	10/03/2011	510-6052-501.40-98	SUPPLIES	CHECK #: 149628	68.65
10032011	009613		01	10/03/2011	510-6057-502.40-98	SUPPLIES	CHECK #: 149628	68.65
						VENDOR TOTAL *	.00	855.25
0007304	00	CRONIN, THOMAS						
09/09/2011	009551		01	10/17/2011	110-5030-421.60-05	EXPENSE REIMBURSEMENT	10.55	
09/30/2011	009552		01	10/17/2011	110-5030-421.60-05	EXPENSE REIMBURSEMENT	21.21	
						VENDOR TOTAL *	31.76	
0020039	00	D & B GRAPHICS						
112217	009650		01	10/17/2011	110-0094-454.60-45	BROCHURES	1,511.00	
						VENDOR TOTAL *	1,511.00	
0019945	00	DICIANNI, JOSEPH						
699 S BERKLEY	009626		01	10/17/2011	110-6041-432.30-55	REAR YARD DRAIN PROGRAM	1,000.00	
						VENDOR TOTAL *	1,000.00	
0010805	00	DISPATCH AUTOMOTIVE INC						
218551	009184		01	10/17/2011	110-6047-512.50-16	CORE	268.00	
						VENDOR TOTAL *	268.00	
0004438	00	DOVER PUBLICATIONS INC						

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
0004438	00	DOVER PUBLICATIONS INC						
91477638		009659	01	10/17/2011	110-7060-451.40-43	RESALE MERCHANDISE	63.27	
						VENDOR TOTAL *	63.27	
0005777	00	DOWN UNDER CONSTRUCTION						
6		009868	01	10/17/2011	110-6041-432.30-55	2011 REAR YARD DRAIN PROG	20,155.29	
						VENDOR TOTAL *	20,155.29	
0004790	00	DRYDON EQPT, INC						
39011		000003	01	10/17/2011	510-6057-502.50-08	PUMP REPAIR	374.30	
						VENDOR TOTAL *	374.30	
0000153	00	DU-COMM						
14462		009616	01	10/17/2011	110-4020-422.30-18	QUARTERLY SHARES	55,307.00	
14463		009480	01	10/17/2011	110-5030-421.30-18	QUARTERLY SHARES	159,898.00	
						VENDOR TOTAL *	215,205.00	
0016481	00	DU-KANE ASPHALT CO						
21227		009233	01	10/17/2011	110-6041-432.40-02	ASPHALT	465.30	
21253		009535	01	10/17/2011	110-6041-432.40-02	ASPHALT	624.36	
						VENDOR TOTAL *	1,089.66	
0000157	00	DUPAGE ANIMAL HOSPITAL						
213833		009214	01	10/17/2011	110-5030-421.60-01	IMPOUND FEES	395.88	
214224		009549	01	10/17/2011	110-5030-421.60-70	DIESEL'S EXAM	125.52	
214434		009631	01	10/17/2011	110-5030-421.60-70	DIESEL'S EXAM	380.57	
						VENDOR TOTAL *	901.97	
0000161	00	DUPAGE COUNTY RECORDER						
201109210179		009205	01	10/17/2011	110-1001-411.30-54	RECORDING SVCS	32.00	
201109220061		009705	01	10/17/2011	110-1001-411.30-54	RECORDING SVCS	18.00	
201109270276		009862	01	10/17/2011	110-1001-411.30-54	RECORDING SVCS	52.00	
201110050169		009878	01	10/17/2011	110-1001-411.30-54	RECORDING SVCS	52.50	
						VENDOR TOTAL *	154.50	
0007246	00	DUPAGE COUNTY TREASURER-IT						
9275		009218	01	10/17/2011	110-5030-421.30-27	MONTHLY SVC	250.00	
						VENDOR TOTAL *	250.00	
0012179	00	DUPAGE JUVENILE OFFICERS ASSN						
10/26/2011		009547	01	10/17/2011	110-5030-421.60-11	REGISTRATION	60.00	
						VENDOR TOTAL *	60.00	
0000165	00	DUPAGE MAYORS & MANAGERS CONFERENCE						
6791		009625	01	10/17/2011	110-1001-411.60-11	DINNER/MEETING	40.00	
						VENDOR TOTAL *	40.00	
0000167	00	DUPAGE TOPSOIL INC						
033974		009568	01	10/17/2011	110-6043-434.40-59	TOPSOIL	825.00	

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INVOICE NO	VOUCHER NO	P.O. NO						
0000167	00	DUPAGE TOPSOIL INC						
						VENDOR TOTAL *	825.00	
0009707	00	E J EQUIPMENT INC						
0047111	009924		01	10/17/2011	110-6047-512.50-16	TRK/PARTS PW106	664.42	
						VENDOR TOTAL *	664.42	
0014731	00	ECS						
08-3778	009896		01	10/17/2011	110-1001-411.20-07	CHECKS/BANKING FEE	.23	
08-3778	009897		01	10/17/2011	110-4020-422.20-07	CHECKS/BANKING FEE	30.60	
08-3778	009898		01	10/17/2011	110-5030-421.20-07	CHECKS/BANKING FEE	62.78	
08-3778	009895		01	10/17/2011	110-6040-431.20-07	W/C CLAIMS	260.00	
08-3778	009899		01	10/17/2011	110-6040-431.20-07	CHECKS/BANKING FEE	118.58	
08-3778	009900		01	10/17/2011	510-6050-501.20-07	CHECKS/BANKING FEE	10.11	
08-3778	009901		01	10/17/2011	510-6055-502.20-07	CHECKS/BANKING FEE	2.70	
						VENDOR TOTAL *	485.00	
0020037	00	ELENCO ELECTRONICS						
10/04/2011	009861		01	10/17/2011	110-7060-451.40-43	RESALE MERCHANDISE	166.60	
						VENDOR TOTAL *	166.60	
0020030	00	ELIJAH'S SPECIALTY COFFEE/TEA						
09/29/2011	009374		01	10/17/2011	310-0089-461.60-18	RETAIL BUSINESS GRANT	3,500.00	
						VENDOR TOTAL *	3,500.00	
0006623	00	ELMHURST ART MUSEUM						
08-203158	009698		01	10/17/2011	110-0000-220.90-00	EXPENSE REIMBURSEMENT	9,036.00	
						VENDOR TOTAL *	9,036.00	
0000177	00	ELMHURST CHAMBER OF COMMERCE						
1496	009369		01	10/17/2011	110-3015-414.30-52	BROCHURE	1,000.00	
1164	009370		01	10/17/2011	110-3015-414.30-52	COMMUNITY DIRECTORY	3,375.00	
1534	009891		01	10/17/2011	110-3015-414.30-52	REUSABLE TOTE BAGS	3,181.16	
						VENDOR TOTAL *	7,556.16	
0001579	00	ELMHURST CITY CENTRE						
2010	009855		01	10/17/2011	110-0000-311.01-52	RE TAX DIST - SSA #6	11,648.54	
2010	009856		01	10/17/2011	110-0000-311.01-52	INT ON UNDISTRIB TAX SSA	.47	
2010	009857		01	10/17/2011	110-0000-311.01-53	RE TAX DIST - SSA #7	4,029.17	
2010	009858		01	10/17/2011	110-0000-311.01-53	INT ON UNDISTRIB TAX SSA	.31	
2010	009859		01	10/17/2011	310-0089-461.60-61	TIF I CONTRIB TO SSA #6	20,358.05	
2010	009860		01	10/17/2011	310-0089-461.60-61	TIF I CONTRIB TO SSA #7	5,350.63	
						VENDOR TOTAL *	41,387.17	
0014621	00	ELMHURST CLAIMS ACCOUNT - CLAIM SVC						
7504366944	009379		01	10/17/2011	110-4020-422.20-07	SELF INSURED LOSS FUND	155.00	
7504366944	009632		01	10/17/2011	110-4020-422.20-07	SELF INSURED LOSS FUND	2,458.50	
7504366944	000064		01	10/17/2011	110-4020-422.20-07	SELF INSURED LOSS FUND	627.00	
7504366944	009380		01	10/17/2011	110-5030-421.20-07	SELF INSURED LOSS FUND	2,576.10	

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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
0014621	00	ELMHURST CLAIMS ACCOUNT - CLAIM SVC						
7504366944	009633		01	10/17/2011	110-5030-421.20-07	SELF INSURED LOSS FUND	22,206.06	
7504366944	000065		01	10/17/2011	110-5030-421.20-07	SELF INSURED LOSS FUND	8,502.33	
7504366944	009381		01	10/17/2011	110-6040-431.20-07	SELF INSURED LOSS FUND	13,134.24	
7504366944	009634		01	10/17/2011	110-6040-431.20-07	SELF INSURED LOSS FUND	8,088.66	
7504366944	000066		01	10/17/2011	110-6040-431.20-07	SELF INSURED LOSS FUND	4,034.12	
7504366944	000067		01	10/17/2011	510-6050-501.20-07	SELF INSURED LOSS FUND	79.04	
7504366944	009635		01	10/17/2011	510-6055-502.20-07	SELF INSURED LOSS FUND	627.00	
VENDOR TOTAL *							62,488.05	
0018248	00	ELMHURST CLAIMS ACCT (NOVAPRO)						
7504366944	009685		01	10/17/2011	110-0082-416.60-02	SELF INSURED LOSS FUND	2,431.19	
7504366944	009686		01	10/17/2011	110-0082-416.60-28	SELF INSURED LOSS FUND	406.13	
VENDOR TOTAL *							2,837.32	
0015836	00	ELMHURST INDEPENDENT - ROCK VALLEY						
836583	009221		01	10/17/2011	110-3015-414.30-54	LEGAL NOTICE 11 ZBA-09	60.75	
VENDOR TOTAL *							60.75	
0017934	00	ELMHURST MEMORIAL OCCUP CAROL STRM						
66042	009704		01	10/17/2011	110-1003-412.30-47	PHYSICALS	295.00	
65972	009702		01	10/17/2011	110-2007-413.30-47	PHYSICALS	1,625.00	
66041	009703		01	10/17/2011	110-2007-413.30-47	PHYSICALS	520.00	
VENDOR TOTAL *							2,440.00	
0000188	00	ELMHURST PARK DISTRICT						
01510	009699		01	10/17/2011	110-0000-313.03-03	MUNICIPAL TAX REIMBURSE	80.95	
VENDOR TOTAL *							80.95	
0011437	00	EXELON ENERGY COMPANY						
500000600631	009695		01	10/17/2011	510-6051-501.30-24	MONTHLY ELECTRIC	25.49	
500000600631	009696		01	10/17/2011	510-6052-501.30-24	MONTHLY ELECTRIC	2,234.31	
VENDOR TOTAL *							2,259.80	
0017007	00	FACILITY SOLUTIONS GROUP						
2561244-00	009188		01	10/17/2011	110-2006-413.40-98	BLDG/OTHER SUPPLIES	8.69	
2561244-00	009189		01	10/17/2011	110-4020-422.40-98	BLDG/OTHER SUPPLIES	8.69	
2561244-00	009190		01	10/17/2011	110-5030-421.40-98	BLDG/OTHER SUPPLIES	8.69	
2561244-00	009191		01	10/17/2011	110-6041-432.40-98	BLDG/OTHER SUPPLIES	8.68	
2561244-00	009192		01	10/17/2011	110-6043-434.40-98	BLDG/OTHER SUPPLIES	8.68	
2561244-00	009193		01	10/17/2011	110-6044-435.40-98	BLDG/OTHER SUPPLIES	8.68	
2564607-00	009595		01	10/17/2011	110-6044-435.40-98	BALLAST KITS	302.84	
2557742-00	009596		01	10/17/2011	110-6044-435.40-98	STREET LIGHT CAPACITORS	208.45	
2571900-00	009597		01	10/17/2011	110-6044-435.40-98	STREET LIGHT CAPACITORS	302.84	
2565169-00	009598		01	10/17/2011	110-6044-435.40-98	STREET LIGHT CAPACITORS	160.95	
2565169-01	009599		01	10/17/2011	110-6044-435.40-98	STREET LIGHT CAPACITORS	172.05	
2561244-00	009196		01	10/17/2011	110-6046-418.50-01	BLDG/OTHER SUPPLIES	274.62	
2561244-00	009194		01	10/17/2011	110-6047-512.40-98	BLDG/OTHER SUPPLIES	8.68	
2561244-00	009195		01	10/17/2011	510-6052-501.40-98	BLDG/OTHER SUPPLIES	8.68	

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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	
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0017007	00	FACILITY SOLUTIONS GROUP							
						VENDOR TOTAL *	1,491.22		
0013212	00	FEDEX							
7-644-31677	009849		01	10/17/2011	110-7060-451.30-49	SHIPPING FEES	59.42		
						VENDOR TOTAL *	59.42		
0012480	00	FELLER BUSINESS SOLUTIONS							
3420141	009465		01	10/17/2011	110-2008-413.40-73	INK/TONER CARTRIDGES	1,130.50		
						VENDOR TOTAL *	1,130.50		
0008775	00	FEMA FLOOD PAYMENTS							
2030465930	009228		01	10/17/2011	510-6057-502.70-03	FLOOD INSURANCE	15,165.00		
						VENDOR TOTAL *	15,165.00		
0020038	00	FESTIVE SINGERS							
12/15/2011	009661		01	10/17/2011	110-7060-451.60-65	PROGRAM DEPOSIT	150.00		
						VENDOR TOTAL *	150.00		
0015916	00	FIFTH THIRD BANK - PROCUREMENT CARD							
SEPT 15, 2011	009280		01	09/30/2011	110-1001-411.60-11	ICMA INTERNET	CHECK #:	149623	735.00
SEPT 15, 2011	009281		01	09/30/2011	110-2006-413.60-11	HTE USER S GROUP	CHECK #:	149623	75.00
SEPT 15, 2011	009282		01	09/30/2011	110-2006-413.60-11	HTE USER S GROUP	CHECK #:	149623	75.00
SEPT 15, 2011	009283		01	09/30/2011	110-2006-413.60-11	HTE USER S GROUP	CHECK #:	149623	75.00
SEPT 15, 2011	009284		01	09/30/2011	110-2008-413.50-25	SUSTEEN, INC.	CHECK #:	149623	44.85
SEPT 15, 2011	009285		01	09/30/2011	110-2008-413.50-23	NETWORK SOLUTIONS, LLC	CHECK #:	149623	86.97
SEPT 15, 2011	009286		01	09/30/2011	110-2008-413.30-52	NETWORK SOLUTIONS, LLC	CHECK #:	149623	93.96
SEPT 15, 2011	009287		01	09/30/2011	110-2008-413.50-25	APPLE STORE #R056	CHECK #:	149623	34.95
SEPT 15, 2011	009288		01	09/30/2011	110-2008-413.50-25	SUSTEEN, INC.	CHECK #:	149623	29.90
SEPT 15, 2011	009289		01	09/30/2011	110-2008-413.50-23	SUSTEEN, INC.	CHECK #:	149623	14.95
SEPT 15, 2011	009290		01	09/30/2011	110-2008-413.50-23	SUSTEEN, INC.	CHECK #:	149623	14.95
SEPT 15, 2011	009291		01	09/30/2011	110-2008-413.60-11	HTE USER S GROUP	CHECK #:	149623	75.00
SEPT 15, 2011	009292		01	09/30/2011	110-2008-413.60-11	HTE USER S GROUP	CHECK #:	149623	75.00
SEPT 15, 2011	009293		01	09/30/2011	110-2008-413.30-52	NETWORK SOLUTIONS, LLC	CHECK #:	149623	139.96
SEPT 15, 2011	009294		01	09/30/2011	110-2008-413.50-24	RADIOSHACK COR00168260	CHECK #:	149623	29.96
SEPT 15, 2011	009301		01	09/30/2011	110-3015-414.30-12	ICSC	CHECK #:	149623	127.50
SEPT 15, 2011	009295		01	09/30/2011	110-4022-423.60-11	MICROTEL INN	CHECK #:	149623	154.56
SEPT 15, 2011	009296		01	09/30/2011	110-4022-423.60-11	HOLIDAY INNS	CHECK #:	149623	320.32
SEPT 15, 2011	009297		01	09/30/2011	110-4022-423.60-11	ARBY'S #5936	CHECK #:	149623	16.66
SEPT 15, 2011	009298		01	09/30/2011	110-4022-423.60-11	CIRCLE K 160 QPS	CHECK #:	149623	36.40
SEPT 15, 2011	009299		01	09/30/2011	110-4022-423.60-11	IHOP 3123	CHECK #:	149623	23.28
SEPT 15, 2011	009300		01	09/30/2011	110-4022-423.60-11	ALEXANDER'S STEAKHOUSE	CHECK #:	149623	52.88
SEPT 15, 2011	009303		01	09/30/2011	110-5030-421.60-98	QS RESTAURANT AND PIZZ	CHECK #:	149623	76.25
SEPT 15, 2011	009304		01	09/30/2011	110-5030-421.40-11	NATL LAW ENFORCEMENT O	CHECK #:	149623	72.37
SEPT 15, 2011	009305		01	09/30/2011	110-5030-421.60-98	NATL LAW ENFORCEMENT O	CHECK #:	149623	24.88
SEPT 15, 2011	009306		01	09/30/2011	110-5030-421.30-49	USPS 16250295523301252	CHECK #:	149623	3.02
SEPT 15, 2011	009307		01	09/30/2011	110-5030-421.60-08	JEWEL #3346	CHECK #:	149623	.26-
SEPT 15, 2011	009308		01	09/30/2011	110-5030-421.60-08	JEWEL #3346	CHECK #:	149623	15.33
SEPT 15, 2011	009309		01	09/30/2011	110-5030-421.40-98	AT&T C134 14838	CHECK #:	149623	34.99

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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
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0015916	00	FIFTH THIRD BANK - PROCUREMENT CARD						
SEPT 15, 2011	009310		01	09/30/2011	110-5030-421.60-11	IACP	CHECK #: 149623	275.00
SEPT 15, 2011	009321		01	09/30/2011	110-6043-434.40-53	AMAZON.COM	CHECK #: 149623	66.23
SEPT 15, 2011	009316		01	09/30/2011	110-6044-435.40-98	RADWELL INTERNATIONAL	CHECK #: 149623	340.00
SEPT 15, 2011	009311		01	09/30/2011	110-6046-418.50-01	AMAZON.COM	CHECK #: 149623	172.20
SEPT 15, 2011	009312		01	09/30/2011	110-6046-418.50-01	AIR DELIGHTS INC	CHECK #: 149623	158.94
SEPT 15, 2011	009313		01	09/30/2011	110-6046-418.40-98	CELL PHONE SHOP SERVIC	CHECK #: 149623	34.89
SEPT 15, 2011	009314		01	09/30/2011	110-6046-418.50-01	ABF TRANSPORTATION SVC	CHECK #: 149623	177.92
SEPT 15, 2011	009315		01	09/30/2011	110-6046-418.50-01	AMERICAN SURPLUS, INC.	CHECK #: 149623	331.66
SEPT 15, 2011	009317		01	09/30/2011	110-6046-418.50-01	FRAMESBYMAIL	CHECK #: 149623	37.21
SEPT 15, 2011	009318		01	09/30/2011	110-6046-418.50-01	FRAMESBYMAIL	CHECK #: 149623	133.19
SEPT 15, 2011	009319		01	09/30/2011	110-6046-418.50-01	E-RACKONLINE.COM	CHECK #: 149623	295.11
SEPT 15, 2011	009320		01	09/30/2011	110-6046-418.50-01	ABF TRANSPORTATION SVC	CHECK #: 149623	302.69
SEPT 15, 2011	009322		01	09/30/2011	110-6046-418.50-01	ABF TRANSPORTATION SVC	CHECK #: 149623	436.74-
SEPT 15, 2011	009323		01	09/30/2011	110-6046-418.50-01	ABF TRANSPORTATION SVC	CHECK #: 149623	436.74
SEPT 15, 2011	009324		01	09/30/2011	110-6046-418.40-98	AMAZON.COM	CHECK #: 149623	70.89
SEPT 15, 2011	009333		01	09/30/2011	110-7060-451.60-44	AMAZON MKTPLACE PMTS	CHECK #: 149623	5.20
SEPT 15, 2011	009334		01	09/30/2011	110-7060-451.60-42	ELMHURST CITY CENTRE	CHECK #: 149623	285.00
SEPT 15, 2011	009335		01	09/30/2011	110-7060-451.60-65	PAYPAL WOODCRAFTER	CHECK #: 149623	108.11
SEPT 15, 2011	009336		01	09/30/2011	110-7060-451.60-65	REVELLMOONOGRAM.COM-PRD	CHECK #: 149623	339.80-
SEPT 15, 2011	009337		01	09/30/2011	210-8070-452.60-11	PREMIER SHOWCASE INC	CHECK #: 149623	20.00
SEPT 15, 2011	009338		01	09/30/2011	210-8070-452.60-53	LANDS END BUS OUTFITTE	CHECK #: 149623	33.95-
SEPT 15, 2011	009339		01	09/30/2011	210-8070-452.40-04	CONSUMER REPORT BOOKS	CHECK #: 149623	69.44
SEPT 15, 2011	009302		01	09/30/2011	310-0089-461.30-52	ICSC	CHECK #: 149623	127.50
SEPT 15, 2011	009325		01	09/30/2011	510-6050-501.60-11	THE CONSERVATION FOUND	CHECK #: 149623	75.00
SEPT 15, 2011	009326		01	09/30/2011	510-6050-501.60-11	THE CONSERVATION FOUND	CHECK #: 149623	75.00
SEPT 15, 2011	009327		01	09/30/2011	510-6050-501.60-11	THE CONSERVATION FOUND	CHECK #: 149623	95.00
SEPT 15, 2011	009328		01	09/30/2011	510-6050-501.60-11	THE CONSERVATION FOUND	CHECK #: 149623	95.00
SEPT 15, 2011	009329		01	09/30/2011	510-6050-501.60-11	THE CONSERVATION FOUND	CHECK #: 149623	95.00
SEPT 15, 2011	009331		01	09/30/2011	510-6050-501.60-11	PAYPAL CENTRALSTAT	CHECK #: 149623	40.00
SEPT 15, 2011	009332		01	09/30/2011	510-6050-501.60-11	PAYPAL CENTRALSTAT	CHECK #: 149623	80.00
SEPT 15, 2011	009330		01	09/30/2011	510-6052-501.40-98	AMAZON MKTPLACE PMTS	CHECK #: 149623	61.94
						VENDOR TOTAL *	.00	5,813.00
0000648	00	FILTER RENU OF ILLINOIS, INC						
83857	009719		01	10/17/2011	110-6047-512.50-02	FILTERS RENEWED	76.62	
						VENDOR TOTAL *	76.62	
0013587	00	FINDZALL COMMUNITY MARKETING						
SEPT 2011	009928		01	10/17/2011	110-3015-414.30-12	CONSULTING SVCS	3,272.50	
SEPT 2011	009929		01	10/17/2011	310-0089-461.30-52	CONSULTING SVCS	956.25	
						VENDOR TOTAL *	4,228.75	
0000865	00	FIRE EQPT CO						
62851	009212		01	10/17/2011	110-5030-421.30-98	FIRE EXT RECHARGED	20.90	
62882	009557		01	10/17/2011	110-5030-421.30-98	FIRE EXTINGUSHER RECHARGE	20.90	
						VENDOR TOTAL *	41.80	
0019713	00	FLEETPRIDE						

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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
0019713 44097665 44193632	00	FLEETPRIDE 009925 009926		01 10/17/2011 01 10/17/2011	110-6047-512.50-16 110-6047-512.50-16	TRK/PARTS PW34 TRK/PARTS PW34	115.72 127.86	
						VENDOR TOTAL *	243.58	
0000220 1CM313 1CM313 1CM874 1CR180	00	FLESCH CO INC, GORDON 009456 009457 009526 009950		01 10/17/2011 01 10/17/2011 01 10/17/2011 01 10/17/2011	110-2006-413.30-21 110-4020-422.30-21 110-5030-421.30-21 110-5030-421.40-98	COPIER MAINT COPIER MAINT COPIER MAINT LABELS	78.00 78.00 488.05 110.90	
						VENDOR TOTAL *	754.95	
0002222 09/17-09/30/11	00	FORESMAN, RICH 009421		01 10/17/2011	110-0086-453.30-52	CATV PROF SVCS	169.00	
						VENDOR TOTAL *	169.00	
0018088 6616	00	FOUNTAIN TECHNOLOGIES, LTD 009199		01 10/17/2011	110-6046-418.50-01	MONTHLY MAINT SVC	1,791.67	
						VENDOR TOTAL *	1,791.67	
0000986 102208 102306	00	FREEWAY FORD 009172 009173		01 10/17/2011 01 10/17/2011	110-6047-512.50-02 110-6047-512.50-02	PW-28 PW-33	470.92 469.70	
						VENDOR TOTAL *	940.62	
0020041 SEPT 2011	00	FROST, LEVI 009709		01 10/17/2011	110-4020-422.60-11	HONOR GUARD INSTRUCTOR	680.00	
						VENDOR TOTAL *	680.00	
0013847 5475736	00	FRY'S ELECTRONICS, INC 009470		01 10/17/2011	110-2008-413.40-72	MONITORS	259.98	
						VENDOR TOTAL *	259.98	
0009769 09/17-09/30/11	00	GARRON, FERNANDO 009426		01 10/17/2011	110-0086-453.30-52	CATV PROF SVCS	150.00	
						VENDOR TOTAL *	150.00	
0020053 09/26-09/30/11	00	GENEVA FIRE DEPARTMENT 009936		01 10/17/2011	110-2007-413.20-09	TRAINING CLASS	250.00	
						VENDOR TOTAL *	250.00	
0007925 5 09/26/2011	00	GERARDI SEWER & WATER CO 009906 009707		01 10/17/2011 01 10/17/2011	510-6052-501.80-12 510-6056-502.30-67	WATERMAIN IMPROVEMENT PRO EMERGENCY PIPE/VALVE REPA	56,410.22 19,090.99	
						VENDOR TOTAL *	75,501.21	
0020036 09/18-09/21/11 10052011	00	GRABOWSKI, JAMES 009649 009668		01 10/17/2011 01 10/17/2011	110-1001-411.60-11 110-1001-411.60-98	EXPENSE REIMBURSEMENT MEETING REFRESHMENTS	199.25 93.27	

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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
0020036	00	GRABOWSKI, JAMES						
						VENDOR TOTAL *	292.52	
0000242	00	GRAINGER						
9644095003	009197		01	10/17/2011	110-6041-432.40-98	STREET/ALLEY MAINT	106.62	
9649658623	009675		01	10/17/2011	110-6041-432.40-98	OTHER SUPPLIES	39.60	
9649658623	009676		01	10/17/2011	110-6043-434.40-98	OTHER SUPPLIES	39.60	
9644095003	009198		01	10/17/2011	110-6044-435.40-98	ELECTRICAL	148.22	
9649658623	009677		01	10/17/2011	110-6044-435.40-98	OTHER SUPPLIES	39.60	
9632312931	009268		01	10/17/2011	110-6046-418.40-53	VENDING HAND TRUCK	417.38	
9649658623	009678		01	10/17/2011	110-6046-418.40-98	OTHER SUPPLIES	39.60	
9649658623	009679		01	10/17/2011	110-6047-512.40-98	OTHER SUPPLIES	39.59	
9649658623	009680		01	10/17/2011	510-6052-501.40-98	OTHER SUPPLIES	39.59	
9649658623	009681		01	10/17/2011	510-6057-502.40-98	OTHER SUPPLIES	39.59	
						VENDOR TOTAL *	949.39	
0011686	00	GRAND AUTO PARTS						
173303	009181		01	10/17/2011	110-6047-512.50-16	PARTS/SUPPLIES	50.84	
173169	009182		01	10/17/2011	110-6047-512.50-16	PW-77	98.00	
173167	009183		01	10/17/2011	110-6047-512.50-16	E-17 CREDIT	29.50	
173632	009918		01	10/17/2011	110-6047-512.50-16	TRK/PARTS PD-3	71.00	
173664	009919		01	10/17/2011	110-6047-512.50-16	STOCK	15.00	
						VENDOR TOTAL *	205.34	
0012796	00	GRASSROOTS LANDSCAPE SPECIALTIES						
7239	009962		01	10/17/2011	110-6041-432.50-01	RIP-RAP SWALE REPAIR	3,290.00	
						VENDOR TOTAL *	3,290.00	
0000247	00	GRAYBAR						
956255334	000001		01	10/17/2011	510-6057-502.50-08	WIRING REPAIR	10.93	
						VENDOR TOTAL *	10.93	
0010264	00	GRISWOLD INDUSTRIES						
562027	009963		01	10/17/2011	510-6052-501.50-18	VALVE REPAIR	2,366.00	
						VENDOR TOTAL *	2,366.00	
0020033	00	GRUBBE, ARLETTE						
579 PROSPECT	009627		01	10/17/2011	110-6041-432.30-70	SIDEWALK REPLACEMENT	209.37	
						VENDOR TOTAL *	209.37	
0015904	00	HD SUPPLY WATERWORKS, LTD						
3674464	009231		01	10/17/2011	510-6052-501.40-51	SERVICE LINES	321.12	
3646410	009273		01	10/17/2011	510-6052-501.40-64	VALVE BOX PARTS/STOCK	584.40	
3646410	009274		01	10/17/2011	510-6052-501.40-07	HYDRANT FITTINGS	1,716.72	
3702642	009724		01	10/17/2011	510-6052-501.40-51	SERVICE LINES	407.60	
3683079	009272		01	10/17/2011	510-6056-502.40-29	SEWER WORK	160.00	
3720455	009725		01	10/17/2011	510-6056-502.40-29	SEWER REPAIR	84.00	
						VENDOR TOTAL *	3,273.84	
0000129	00	HERITAGE CRYSTAL CLEAN, LLC						

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0000129 11842112 11842111	00 000006 009986	HERITAGE CRYSTAL CLEAN, LLC	01 10/17/2011 01 10/17/2011	110-6047-512.40-98 510-6057-502.40-34	PARTS WASHER PARTS WASHER	179.72 185.59	
						VENDOR TOTAL *	365.31
0009737 SEPT 2011	00 009708	HIMPELMANN, MATTHEW-INSTRUCTOR	01 10/17/2011	110-4020-422.60-11	HONOR GUARD INSTRUCTOR	470.00	
						VENDOR TOTAL *	470.00
0018845 SEPT 2011	00 009618	HINTZ, JOSHUA	01 10/17/2011	110-4020-422.60-11	HONOR GUARD TRAINING	510.00	
						VENDOR TOTAL *	510.00
0015249 09/26/2011	00 009867	HIRAKAWA, JIM	01 10/17/2011	110-6040-431.60-37	EXPENSE REIMBURSEMENT	61.50	
						VENDOR TOTAL *	61.50
0006864 013368/9014295 023274/9565180	00 009241 009601	HOME DEPOT 1919-NORTHLAKE	01 10/17/2011 01 10/17/2011	110-6046-418.50-01 110-6046-418.50-01	CITY HALL DOOR MATERIALS LIGHTS/MATERIALS	9.72 74.48	
						VENDOR TOTAL *	84.20
0012341 015990/7565263 023070/9029782 014241/8044197 027618/5020402	00 009238 009239 009240 009999	HOME DEPOT 1982-OAKBROOK TERR	01 10/17/2011 01 10/17/2011 01 10/17/2011 01 10/17/2011 01 10/17/2011	110-6046-418.50-01 110-6046-418.50-01 110-6046-418.40-53 510-6057-502.50-01	DOOR MATERIALS UTILITY STAKES BLOWER BLDG #2 REPAIRS	18.82 14.30 172.12 57.91	
						VENDOR TOTAL *	263.15
0005211 6049	00 009261	HOME PLUMBING & HEATING CO INC	01 10/17/2011	110-4020-422.50-01	FAUCET REPAIR	12.45	
						VENDOR TOTAL *	12.45
0007888 18704 18705 18703 18702	00 009564 009565 009566 009567	HOMER TREE CARE INC	01 10/17/2011 01 10/17/2011 01 10/17/2011 01 10/17/2011	110-6043-434.30-22 110-6043-434.30-22 110-6043-434.30-22 110-6043-434.30-22	DED TREE REMOVAL DED TREE REMOVAL DED TREE REMOVAL DED TREE REMOVAL	399.00 992.00 399.00 280.00	
						VENDOR TOTAL *	2,070.00
0015752 4723	00 009655	HOMESTEAD TRADITIONAL FOLK TOYS	01 10/17/2011	110-7060-451.40-43	RESALE MERCHANDISE	169.95	
						VENDOR TOTAL *	169.95
0000278 24125	00 009264	HOUSE OF GLASS	01 10/17/2011	110-6046-418.50-01	GLASS PANEL REPLACEMENT	60.00	
						VENDOR TOTAL *	60.00
0010700	00	HUNDRED CLUB OF DUPAGE COUNTY					

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0010700 10/26/2011	00 009644	HUNDRED CLUB OF DUPAGE COUNTY	01	10/17/2011	110-5030-421.60-98	DINNER/AWARDS	120.00	
						VENDOR TOTAL *	120.00	
0000799 27339	00 009902	HUNTER & ASSOCS, INC, F L	01	10/17/2011	110-1003-412.30-52	APPLICANT LD EXAMS	450.00	
						VENDOR TOTAL *	450.00	
0007329	00	IKON OFFICE SOLUTIONS						
5020518112	009458		01	10/17/2011	110-1001-411.30-21	COPIER MAINT	1,073.07	
5020518112	009459		01	10/17/2011	110-2006-413.30-21	COPIER MAINT	1,073.06	
5020567781	009523		01	10/17/2011	110-2007-413.30-21	COPIER MAINT	1,315.04	
5020343643	009210		01	10/17/2011	110-5030-421.30-21	ADDITIONAL IMAGES FEE	322.41	
5020556685	009525		01	10/17/2011	110-5030-421.30-21	COPIER MAINT	683.75	
5020518112	009460		01	10/17/2011	110-6040-431.30-21	COPIER MAINT	552.79	
5020556685	009524		01	10/17/2011	110-6040-431.30-21	COPIER MAINT	342.05	
5020518112	009461		01	10/17/2011	510-6050-501.30-21	COPIER MAINT	552.79	
						VENDOR TOTAL *	5,914.96	
0000973 C11-133	00 009352	IL FIRE CHIEFS ASSN - SKOKIE	01	09/29/2011	110-4020-422.60-11	CONFERENCE REGISTRATION	CHECK #: 149625	175.00
						VENDOR TOTAL *	.00	175.00
0001005	00	IL SEC OF STATE - CONF SERV PROG						
PD-43	009375		01	10/17/2011	110-6047-512.60-55	PLATE RENEWAL	99.00	
PD-21	009376		01	10/17/2011	110-6047-512.60-55	PLATE RENEWAL	99.00	
PD-25	009377		01	10/17/2011	110-6047-512.60-55	PLATE RENEWAL	99.00	
PD-27	009378		01	10/17/2011	110-6047-512.60-55	PLATE RENEWAL	99.00	
						VENDOR TOTAL *	396.00	
0000291 CASE #11-010179009372	00 009372	IL SEC OF STATE - TITLE APPLIC FEES,CK GRP-1	01	10/17/2011	110-5030-421.60-27	TITLE APPLICATION FEE	95.00	
						VENDOR TOTAL *	95.00	
0000291 CASE #11-013612009373	00 009373	IL SEC OF STATE - TITLE APPLIC FEES,CK GRP-2	01	10/17/2011	110-5030-421.60-27	TITLE APPLICATION FEE	95.00	
						VENDOR TOTAL *	95.00	
0009433 8279	00 009532	IL SECTION AWWA - ST CHARLES	01	10/17/2011	510-6050-501.60-11	REGISTRATION	210.00	
						VENDOR TOTAL *	210.00	
0004301 48854	00 009171	IL TOOL SERVICE	01	10/17/2011	110-6047-512.40-53	IMPACT 1/2"	70.50	
						VENDOR TOTAL *	70.50	
0015044 30579	00 009927	INDUSTRIAL STEEL SERVICE CENTER INC	01	10/17/2011	110-6047-512.50-16	AUTO/PARTS E-32	100.00	
						VENDOR TOTAL *	100.00	
0013660	00	INFOTRACK INFORMATION SERVICES, INC						

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0013660 45785	00 009669	INFOTRACK INFORMATION SERVICES, INC		01 10/17/2011	110-1001-411.30-52	PROFESSIONAL SVCS	266.00	
						VENDOR TOTAL *	266.00	
0010731 110111213 130056216 130056240	00 009237 009662 009663	INTERSTATE BATTERY SYSTEM OF		01 10/17/2011 01 10/17/2011 01 10/17/2011	110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16	PARTS/SUPPLIES PARTS/SUPPLIES PARTS/SUPPLIES	391.80 179.90 391.80	
						VENDOR TOTAL *	963.50	
0009823 INV0048950	00 009937	INTL CODE COUNCIL-ACCTS RECEIVABLE		01 10/17/2011	110-4025-424.40-12	CODE BOOK	103.75	
						VENDOR TOTAL *	103.75	
0015843 68780	00 009350	IRVING KANNETT & ASSOCS, INC		01 09/29/2011	110-5030-421.60-45	OPERATION LIFE SAVER	CHECK #: 149624	4,140.24
						VENDOR TOTAL *	.00	4,140.24
0000314 584805 584806	00 009559 009560	KALE UNIFORMS		01 10/17/2011 01 10/17/2011	110-5030-421.40-11 110-5030-421.40-11	UNIFORM SUPPLIES UNIFORM SUPPLIES	130.00 123.98	
						VENDOR TOTAL *	253.98	
0020023 10/26-29/11	00 009150	KANE COUNTY SAFE KIDS		01 10/17/2011	110-2007-413.20-09	TRAINING REGISTRATION	50.00	
						VENDOR TOTAL *	50.00	
0011809 0000007366 0000007368	00 009366 009367	KIDDE FIRE TRAINERS, INC		01 10/17/2011 01 10/17/2011	110-4020-422.50-01 110-4020-422.50-01	TRAINING TOWER REPAIR TRAINING TOWER REPAIR	532.82 3,310.00	
						VENDOR TOTAL *	3,842.82	
0000323 179946 179992 179945	00 009672 009344 009345	KIEFT BROTHERS, INC - A/P		01 10/17/2011 01 10/17/2011 01 10/17/2011	110-6041-432.40-48 510-6056-502.40-29 510-6056-502.40-29	CEMENT SEWER REPAIR SEWER REPAIR	132.00 170.00 202.00	
						VENDOR TOTAL *	504.00	
0011896 2124918	00 009170	KIMBALL MIDWEST		01 10/17/2011	110-6047-512.50-16	NUTS/BOLTS/SUPPLIES	344.79	
						VENDOR TOTAL *	344.79	
0015276 3976 3977	00 009664 009665	KING, DAVID & ASSOCS, INC		01 10/17/2011 01 10/17/2011	110-6046-418.60-69 310-0089-461.30-52	SEPT PROFESSIONAL SVC SEPT PROFESSIONAL SVC	1,605.77 1,000.00	
						VENDOR TOTAL *	2,605.77	
0016535 11-09	00 009894	KINGS POINT GENERAL CEMENT		01 10/17/2011	110-6041-432.30-11	2011 CONCRETE PAVEMENT	10,740.10	

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0016535	00	KINGS POINT GENERAL CEMENT						
						VENDOR TOTAL *	10,740.10	
0015660	00	KINGS POINT TRUCK LANE						
24570		000007	01	10/17/2011	110-6047-512.50-02	SAFETY TEST/PW12	25.00	
24509		000008	01	10/17/2011	110-6047-512.50-02	SAFETY TEST/PW9	25.00	
						VENDOR TOTAL *	50.00	
0012568	00	KRUEGER, JASON						
09/19-09/20/11		009939	01	10/17/2011	110-5030-421.60-05	EXPENSE REIMBURSEMENT	19.98	
						VENDOR TOTAL *	19.98	
0007693	00	KUCERA, JEFFERY						
09/26/2011		009371	01	10/17/2011	110-5030-421.60-45	EXPENSE REIMBURSEMENT	300.00	
						VENDOR TOTAL *	300.00	
0019286	00	KUSTAK, LOVIE						
2010		009645	01	10/17/2011	110-0000-311.01-90	PROPERTY TAX REBATE	26.18	
						VENDOR TOTAL *	26.18	
0013313	00	LEACH ENTERPRISES, INC						
926776		009166	01	10/17/2011	110-6047-512.50-16	CORE CREDIT	66.67-	
926469		009167	01	10/17/2011	110-6047-512.50-16	STOCK & TRK-2	272.46	
926999		009168	01	10/17/2011	110-6047-512.50-16	STOCK & PW-7	62.33	
926777		009169	01	10/17/2011	110-6047-512.50-16	STOCK & PW-7 RETURN	69.90-	
926864		009230	01	10/17/2011	110-6047-512.50-16	PARTS/SUPPLIES	28.88	
927154		009540	01	10/17/2011	110-6047-512.50-16	FILTERS	6.64	
927399		009888	01	10/17/2011	110-6047-512.50-16	FILTERS	50.97	
927433		009889	01	10/17/2011	110-6047-512.50-16	TRK/PARTS PW90	91.38	
927254		009890	01	10/17/2011	110-6047-512.50-16	STOCK	20.00	
						VENDOR TOTAL *	396.09	
0006622	00	LEN'S ACE HARDWARE						
172335/1		009165	01	10/17/2011	110-6047-512.50-16	PW-143	3.00	
						VENDOR TOTAL *	3.00	
0012723	00	LEXISNEXIS						
103874020110930009949			01	10/17/2011	110-5030-421.30-98	MONTHLY CONTRACT FEE	541.00	
						VENDOR TOTAL *	541.00	
0007702	00	LHA/WORLD INC						
2238		009224	01	10/17/2011	110-0094-454.60-45	EVT HOTEL GUIDE	875.00	
						VENDOR TOTAL *	875.00	
0000509	00	LILJEBERG, GLEN R.						
09/17-09/30/11		009416	01	10/17/2011	110-0086-453.30-52	CATV PROF SVCS	389.00	
						VENDOR TOTAL *	389.00	
0019887	00	LIVING WATERS CONSULTANTS, INC						

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0019887 1546	00	LIVING WATERS CONSULTANTS, INC 009629		01	10/17/2011	110-6040-431.30-26	ENGINEERING SVCS	1,700.00	
							VENDOR TOTAL *	1,700.00	
0000617 49319 49318	00	M & M REPORTING, INC 009222 009223		01	10/17/2011 10/17/2011	110-3015-414.30-13 110-3015-414.30-13	COURT REPORTING 11 P-02 COURT REPORTING 11 P-03	375.00 645.00	
							VENDOR TOTAL *	1,020.00	
0020040 SEPT 2011	00	MALCOMSON, DAVID 009620		01	10/17/2011	110-4020-422.60-11	HONOR GUARD TRAINING	510.00	
							VENDOR TOTAL *	510.00	
0018018 4415 4416	00	MARQUARDT & BELMONTE, PC 009933 009934		01	10/17/2011 10/17/2011	110-0081-415.30-63 110-0081-415.30-19	TRAFFIC PROSECUTIONS DUI PROSECUTIONS	5,533.50 4,402.54	
							VENDOR TOTAL *	9,936.04	
0017477 VP9964	00	MCALLISTER EQPT CO 009162		01	10/17/2011	110-6047-512.50-02	PW-68	86.44	
							VENDOR TOTAL *	86.44	
0007176 07137190 07137271	00	MCCANN INDUSTRIES INC 000009 000010		01	10/17/2011 10/17/2011	110-6047-512.50-02 110-6047-512.50-16	TRK/PARTS PW3 TRK/PARTS PW166/STOCK	765.00 438.55	
							VENDOR TOTAL *	1,203.55	
0020029 09/26/11	00	MCCOWN, DON 009355		01	09/29/2011	110-4020-422.60-11	SEMINAR REIMBURSEMENT	CHECK #: 149627	50.00
							VENDOR TOTAL *	.00	50.00
0011346 09/28/2011	00	MCLEAN, MICHAEL 009541		01	10/17/2011	110-5030-421.40-98	EXPENSE REIMBURSEMENT	53.22	
							VENDOR TOTAL *	53.22	
0002941 94996991 96312496 96312496 96312496 95473957 96312496 96209248 96209401 96312496 95346748 95697280 95964708 96312496	00	MCMaster-CARR SUPPLY CO-A/P ADDRESS 009667 009473 009474 009475 009575 009476 009163 009164 009477 009265 009266 009576 009478		01	10/17/2011 10/17/2011 10/17/2011 10/17/2011 10/17/2011 10/17/2011 10/17/2011 10/17/2011 10/17/2011 10/17/2011 10/17/2011 10/17/2011 10/17/2011 10/17/2011 10/17/2011	110-4020-422.40-21 110-6041-432.40-98 110-6043-434.40-98 110-6044-435.40-98 110-6044-435.40-98 110-6046-418.40-98 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.40-98 110-7060-451.50-01 110-7060-451.50-01 110-7060-451.60-44 510-6052-501.40-98	HAZ MAT SUPPLIES SUPPLIES SUPPLIES SUPPLIES SCREWS SUPPLIES STOCK PW-38 SUPPLIES SOAP DISPENSER TOWEL DISPENSER EXHIBIT SUPPLIES SUPPLIES	41.95 22.70 22.72 22.72 29.64 22.72 26.26 105.15 22.72 47.88 56.69 191.91 22.72	

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0002941	00	MCMaster-CARR SUPPLY CO-A/P ADDRESS					
96312496	009479		01 10/17/2011	510-6057-502.40-98	SUPPLIES	22.72	
94537916	009996		01 10/17/2011	510-6057-502.50-08	PUMP REPAIR	16.91	
95698440	009997		01 10/17/2011	510-6057-502.40-98	AIR TANK	53.09	
VENDOR TOTAL *						728.50	
0013303	00	MECHANICAL INC					
CHI151152	009267		01 10/17/2011	110-7060-451.50-01	HVAC REPAIR	1,936.12	
CHI151086	009984		01 10/17/2011	510-6057-502.50-01	AC REPAIR	1,591.83	
VENDOR TOTAL *						3,527.95	
0014509	00	MEDCO SUPPLY CO					
41426331	009710		01 10/17/2011	110-2006-413.40-33	SUPPLIES	19.32	
41426331	009711		01 10/17/2011	110-5030-421.40-98	SUPPLIES	19.32	
41426331	009712		01 10/17/2011	110-6041-432.40-98	SUPPLIES	19.32	
41426331	009713		01 10/17/2011	110-6043-434.40-98	SUPPLIES	19.32	
41426331	009714		01 10/17/2011	110-6044-435.40-98	SUPPLIES	19.32	
41426331	009715		01 10/17/2011	110-6046-418.40-98	SUPPLIES	19.32	
41426331	009716		01 10/17/2011	110-6047-512.40-98	SUPPLIES	19.31	
41426331	009717		01 10/17/2011	510-6052-501.40-98	SUPPLIES	19.31	
41426331	009718		01 10/17/2011	510-6057-502.40-98	SUPPLIES	19.31	
VENDOR TOTAL *						173.85	
0000366	00	MEL'S ACE HARDWARE					
417598/4	009903		01 10/17/2011	110-6041-432.40-98	SCREWS	4.49	
417575/4	009614		01 10/17/2011	110-6044-435.40-98	BIT DRILL/BIT BORING	9.43	
417352/4	009278		01 10/17/2011	110-6046-418.50-01	SUMP PUMP REPAIR	4.15	
417511/4	009242		01 10/17/2011	110-7060-451.50-01	GUTTER REPAIR	6.37	
417592/4	000000		01 10/17/2011	510-6052-501.50-18	SUMP PUMP	224.53	
417560/4	009243		01 10/17/2011	510-6057-502.50-01	CLEANING SUPPLIES	30.12	
VENDOR TOTAL *						279.09	
0012075	00	MENARDS-GLENDALE HEIGHTS					
99399	009263		01 10/17/2011	110-7060-451.50-01	SHELVING	49.94	
5828	009354		01 10/17/2011	510-6052-501.40-98	PLYWOOD	116.82	
VENDOR TOTAL *						166.76	
0002641	00	METROPOLITAN FAMILY SVCS DUPAGE					
SEPT 2011	009935		01 10/17/2011	110-0083-443.60-48	SENIOR SVCS	5,539.75	
VENDOR TOTAL *						5,539.75	
0002070	00	METROPOLITAN INDUSTRIES, INC					
0000250840	009998		01 10/17/2011	510-6057-502.50-08	PUMP REPAIR	450.28	
VENDOR TOTAL *						450.28	
0001729	00	MID AMER WATER					
71113A	009346		01 10/17/2011	510-6052-501.40-98	B-BOX KEY	35.00	
71112A	009347		01 10/17/2011	510-6052-501.40-98	T-HANDLE REPLACEMENT	94.00	
71114A	009348		01 10/17/2011	510-6052-501.40-07	FITTINGS	414.00	

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0001729	00	MID AMER WATER									
71115A		009351				01	10/17/2011	510-6052-501.40-07	FITTINGS	426.00	
71235A		009463				01	10/17/2011	510-6056-502.40-29	SEWER REPAIR	588.00	
VENDOR TOTAL *										1,557.00	
0019890	00	MIDWAY USA									
13974628		005815				01	08/18/2011	110-4020-422.60-11	CEREMONIAL RIFLE AMMO	CHECK #: 148275	132.20-
VENDOR TOTAL *										.00	132.20-
0016200	00	MIDWEST WELDING SUPPLY INC									
501340		009885				01	10/17/2011	110-6047-512.40-98	SUPPLIES	137.24	
VENDOR TOTAL *										137.24	
0004187	00	MINE SAFETY APPLIANCES CO									
96274172		009593				01	10/17/2011	110-4020-422.50-01	REAL TIME COUNTER	61.16	
VENDOR TOTAL *										61.16	
0016423	00	MLRP 388 CAROL LLC									
11/01/2011		009577				01	10/17/2011	110-7060-451.60-47	MONTHLY RENT/NOV 2011	3,335.00	
VENDOR TOTAL *										3,335.00	
0007257	00	MOTION INDUSTRIES, INC									
IL10-450321		009994				01	10/17/2011	510-6057-502.50-08	PUMP REPAIR	107.99	
IL10-446739		009995				01	10/17/2011	510-6057-502.50-08	BLOWER REPAIR	25.98	
VENDOR TOTAL *										133.97	
0000378	00	MOTOROLA - COLLECTION CTR DR									
90761175		000011				01	10/17/2011	110-5030-421.40-41	BATTERIES	52.10	
90761175		000012				01	10/17/2011	110-5030-421.80-06	SET UP NEW VEHICLE/PD-12	52.10	
VENDOR TOTAL *										104.20	
0001104	00	MOULIS, RICHARD									
09/27-09/28/11		009555				01	10/17/2011	110-5030-421.60-11	EXPENSE REIMBURSEMENT	16.44	
10/03/2011		009943				01	10/17/2011	110-5030-421.60-05	EXPENSE REIMBURSEMENT	13.48	
10/03/2011		009944				01	10/17/2011	110-5030-421.60-11	EXPENSE REIMBURSEMENT	8.95	
VENDOR TOTAL *										38.87	
0012784	00	MUCCI, BETH									
11-00000767		009865				01	10/17/2011	110-0000-332.01-00	PERMIT REFUND	120.00	
VENDOR TOTAL *										120.00	
0000383	00	NAFISCO, INC									
103087		009904				01	10/17/2011	110-6041-432.30-06	BARRICADE RENTAL	647.10	
103086		009905				01	10/17/2011	110-6041-432.30-06	BARRICADE RENTAL	218.00	
VENDOR TOTAL *										865.10	
0009496	00	NEXTEL COMMUNICATIONS									
162511511-115		009452				01	10/17/2011	110-2007-413.30-75	MONTHLY MOBILE BILL	1.19	
162511511-115		009453				01	10/17/2011	110-2008-413.30-75	MONTHLY MOBILE BILL	2.42	

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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
0009496	00	NEXTEL COMMUNICATIONS						
162511511-115	009455		01	10/17/2011	110-3015-414.30-75	MONTHLY MOBILE BILL	2.02	
162511511-115	009450		01	10/17/2011	110-4020-422.30-75	MONTHLY MOBILE BILL	23.98	
162511511-115	009451		01	10/17/2011	110-4022-423.30-75	MONTHLY MOBILE BILL	3.43	
162511511-115	009454		01	10/17/2011	110-5030-421.30-75	MONTHLY MOBILE BILL	30.37	
162511511-115	009447		01	10/17/2011	110-6040-431.30-75	MONTHLY MOBILE BILL	82.48	
162511511-115	009448		01	10/17/2011	510-6050-501.30-75	MONTHLY MOBILE BILL	26.39	
162511511-115	009449		01	10/17/2011	510-6055-502.30-75	MONTHLY MOBILE BILL	56.09	
						VENDOR TOTAL *	228.37	
0005845	00	NICOR GAS						
5209073557	3	009203	01	10/17/2011	110-4020-422.30-29	MONTHLY SVC	134.58	
						VENDOR TOTAL *	134.58	
0000401	00	NORTH EAST MULTI-REGIONAL TRAINING						
148474	009548		01	10/17/2011	110-5030-421.60-11	TRAINING CLASS	400.00	
						VENDOR TOTAL *	400.00	
0017755	00	NORTHWEST FORD & STERLING TRUCK						
6166347	009161		01	10/17/2011	110-6047-512.50-16	PW-81	25.88	
6166356	000013		01	10/17/2011	110-6047-512.50-16	TRK/PARTS PW34	697.86	
CM6166347	000014		01	10/17/2011	110-6047-512.50-16	RETURNED MERCHANDISE	13.92-	
						VENDOR TOTAL *	709.82	
0020047	00	NOWAK, JULIE						
738 FAIRFIELD	009852		01	10/17/2011	110-6041-432.30-55	REAR YARD DRAIN PROGRAM	1,000.00	
						VENDOR TOTAL *	1,000.00	
0007030	00	O'CONNOR, JAMES G						
10/04/2011	009940		01	10/17/2011	110-5030-421.60-05	EXPENSE REIMBURSEMENT	8.88	
09/27-09/28/11	009941		01	10/17/2011	110-5030-421.60-05	EXPENSE REIMBURSEMENT	53.28	
09/27-09/28/11	009942		01	10/17/2011	110-5030-421.60-11	EXPENSE REIMBURSEMENT	14.42	
						VENDOR TOTAL *	76.58	
0002228	00	O'HERRON CO INC, RAY - LOMBARD						
0042699-IN	009215		01	10/17/2011	110-5030-421.40-98	GUN CLEANER	600.00	
						VENDOR TOTAL *	600.00	
0018206	00	O'ROURKE, KEVIN						
09/17-09/30/11	009432		01	10/17/2011	110-0086-453.30-52	CATV PROF SVCS	74.00	
						VENDOR TOTAL *	74.00	
0004998	00	O'CONNELL RUTH M						
000023569	UT		01	10/17/2011	510-0000-113.02-00	UB CR REFUND	40.58	
						VENDOR TOTAL *	40.58	
0000886	00	OEC BUSINESS INTERIORS						
559970	009623		01	10/17/2011	110-2007-413.30-52	CHAIR	250.96	
						VENDOR TOTAL *	250.96	
0008640	00	OFFICE DEPOT						

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INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0008640	00	OFFICE DEPOT						
578901324001	009528		01	10/17/2011	110-0094-454.40-33	SUPPLIES	38.22	
578901324001	009527		01	10/17/2011	110-2006-413.40-33	SUPPLIES	72.70	
579457051001	009530		01	10/17/2011	110-2006-413.40-33	SUPPLIES	93.58	
580399391001	009531		01	10/17/2011	110-2006-413.40-33	SUPPLIES	94.59	
579457051001	009529		01	10/17/2011	110-4025-424.40-33	SUPPLIES	3.02	
VENDOR TOTAL *							302.11	
0008717	00	PAT KEAN'S FRIENDLY FORD						
C43162	000004		01	10/17/2011	110-6047-512.50-16	TRK/PARTS PD-16	118.64	
168123	000005		01	10/17/2011	110-6047-512.50-16	STOCK	110.34	
VENDOR TOTAL *							228.98	
0000419	00	PATTEN INDUSTRIES INC #774539						
P50C0758905	000015		01	10/17/2011	110-6047-512.50-16	FILTERS	555.70	
VENDOR TOTAL *							555.70	
0019415	00	POWER & TEL						
5077705-00	009270		01	10/17/2011	510-6052-501.40-67	WATER METER PARTS	405.00	
VENDOR TOTAL *							405.00	
0016490	00	PRIMUS ELECTRONICS						
493751	009180		01	10/17/2011	110-5030-421.80-06	NEW PD-12	101.00	
VENDOR TOTAL *							101.00	
0010820	00	RADABAUGH, MARK						
09/17-09/30/11	009428		01	10/17/2011	110-0086-453.30-52	CATV PROF SVCS	144.00	
VENDOR TOTAL *							144.00	
0017945	00	REYNOLDS, STEVE						
09/30/2011	009621		01	10/17/2011	110-4020-422.60-11	EXPENSE REIMBURSEMENT	147.43	
09/28/2011	009622		01	10/17/2011	110-4020-422.60-98	EXPENSE REIMBURSEMENT	400.00	
VENDOR TOTAL *							547.43	
0016302	00	RICHARDS, KERRY						
SEPT 2011	009617		01	10/17/2011	110-4020-422.60-11	HONOR GUARD TRAINING	850.00	
VENDOR TOTAL *							850.00	
0001105	00	RIVKIN, DAVID						
09/19-23/11	009213		01	10/17/2011	110-5030-421.60-11	EXPENSE REIMBURSEMENT	46.33	
VENDOR TOTAL *							46.33	
0005687	00	ROESCH FORD						
FOCS15017	009160		01	10/17/2011	110-6047-512.50-02	F-11	145.50	
13623	009916		01	10/17/2011	110-6047-512.50-16	TRK/PARTS PD-5	89.08	
13644	009917		01	10/17/2011	110-6047-512.50-16	TRK/PARTS PD-5	4.50	
VENDOR TOTAL *							239.08	
0006411	00	RUSSO'S POWER EQPT						

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INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0006411	00	RUSO'S POWER EQPT						
1126477	009159		01	10/17/2011	110-6047-512.50-16	PW-177	16.62	
						VENDOR TOTAL *	16.62	
0001751	00	S & S INDUSTRIAL SUPPLY						
3472340	RI 009954		01	10/17/2011	110-6041-432.40-98	SUPPLIES	20.90	
3472340	RI 009955		01	10/17/2011	110-6043-434.40-98	SUPPLIES	20.90	
3472340	RI 009956		01	10/17/2011	110-6044-435.40-98	SUPPLIES	20.90	
3472340	RI 009957		01	10/17/2011	110-6046-418.40-98	SUPPLIES	20.90	
3472340	RI 009958		01	10/17/2011	110-6047-512.40-98	SUPPLIES	20.90	
3472341	RI 009961		01	10/17/2011	110-6047-512.50-16	PARTS/SUPPLIES	53.71	
3472340	RI 009959		01	10/17/2011	510-6052-501.40-98	SUPPLIES	20.90	
3472340	RI 009960		01	10/17/2011	510-6057-502.40-98	SUPPLIES	20.90	
						VENDOR TOTAL *	200.01	
0005994	00	SAUBER MFG CO						
PSI150740	000016		01	10/17/2011	110-6047-512.50-16	STOCK	253.83	
						VENDOR TOTAL *	253.83	
0001673	00	SCHWEIK, GUY						
09/27-09/28/11	009543		01	10/17/2011	110-5030-421.60-05	EXPENSE REIMBURSEMENT	26.92	
09/27-09/28/11	009544		01	10/17/2011	110-5030-421.60-11	EXPENSE REIMBURSEMENT	16.98	
						VENDOR TOTAL *	43.90	
0010169	00	SEAWAY SUPPLY						
76801	009721		01	10/17/2011	110-6046-418.40-24	SUPPLIES	490.00	
						VENDOR TOTAL *	490.00	
0016047	00	SELDEN, BONNIE/BOB						
175 OLIVE ST	009563		01	10/17/2011	110-6043-434.30-22	DED REMOVAL REIMBURSEMENT	2,762.00	
						VENDOR TOTAL *	2,762.00	
0005195	00	SELECT METALS						
36347	000002		01	10/17/2011	510-6057-502.50-08	PUMP REPAIR	45.00	
						VENDOR TOTAL *	45.00	
0016891	00	SIMS RECYCLING SOLUTIONS						
USIN13780	009472		01	10/17/2011	110-2008-413.30-52	RECYCLING ELECTRONICS	79.75	
						VENDOR TOTAL *	79.75	
0015775	00	SINNOTT, SHAUN						
09/17-09/30/11	009434		01	10/17/2011	110-0086-453.30-52	CATV PROF SVCS	43.00	
						VENDOR TOTAL *	43.00	
0016208	00	SOTO SEWER & WATER INC						
1194	009628		01	10/17/2011	110-6041-432.30-55	REAR YARD DRAIN PROGRAM	10,000.00	
						VENDOR TOTAL *	10,000.00	
0018176	00	SPIROFF & GOSSELAR, LTD						

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INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO	NO	NO						AMOUNT
0018176	00	SPIROFF & GOSSELAR, LTD						
58010M	009697		01	10/17/2011	110-0081-415.30-36	PROFESSIONAL SVCS	1,054.00	
						VENDOR TOTAL *	1,054.00	
0020042	00	ST VINCENT FERRER CHURCH						
03/17/2012	009706		01	10/17/2011	110-1001-411.60-11	DONATION	10.00	
						VENDOR TOTAL *	10.00	
0003393	00	STANDARD INDUSTRIAL & AUTO EQPT, INC						
50798	000017		01	10/17/2011	110-6047-512.50-16	TRK/PARTS PW160	143.24	
50874	000018		01	10/17/2011	110-6047-512.50-16	TRK/PARTS PW160	31.26	
						VENDOR TOTAL *	174.50	
0018947	00	STANKIEWICZ, DALE						
SEPT 2011	009619		01	10/17/2011	110-4020-422.60-11	HONOR GUARD TRAINING	510.00	
						VENDOR TOTAL *	510.00	
0004546	00	STATE INDUSTRIAL PRODUCTS						
95313491	009722		01	10/17/2011	110-6046-418.40-24	SUPPLIES	303.15	
						VENDOR TOTAL *	303.15	
0015254	00	STEIN, JAY						
004	009365		01	10/17/2011	530-0000-341.50-03	PARKING PASS REFUND	105.00	
						VENDOR TOTAL *	105.00	
0002854	00	SUNRISE COMMUNICATIONS, INC						
2371	009445		01	10/17/2011	110-0086-453.30-52	DVD DUPLICATION	63.00	
						VENDOR TOTAL *	63.00	
0019418	00	SURE LUBRICANTS-A RELADYNE CO						
429477	009985		01	10/17/2011	510-6051-501.40-34	OIL	1,980.10	
						VENDOR TOTAL *	1,980.10	
0000877	00	TANNEHILL, ROBERT A						
09/30/2011	009556		01	10/17/2011	110-5030-421.60-50	SPECIAL INVEST ADV FUNDS	500.00	
						VENDOR TOTAL *	500.00	
0017907	00	TAWZER, LANCE						
09/28/2011	009660		01	10/17/2011	110-7060-451.60-44	EXPENSE REIMBURSEMENT	138.40	
						VENDOR TOTAL *	138.40	
0004769	00	TEE'S PLUS						
358274	009211		01	10/17/2011	110-5030-421.60-14	DARE SUPPLIES	693.90	
						VENDOR TOTAL *	693.90	
0000523	00	TERMINAL SUPPLY CO						
78310-00	000019		01	10/17/2011	110-6047-512.50-16	SWITCHES	77.92	
						VENDOR TOTAL *	77.92	
0015297	00	THE KELLY GROUP						

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INVOICE NO	VOUCHER NO	P.O. NO						
0015297	00	THE KELLY GROUP						
3941	009592		01	10/17/2011	110-6044-435.40-98	STREET LIGHT COVERS	362.50	
						VENDOR TOTAL *	362.50	
0010869	00	TIGERDIRECT.COM						
P33955800103	009363		01	10/17/2011	110-2008-413.80-03	COMPUTER EQUIP	3,733.44	
P34069750102	009364		01	10/17/2011	110-2008-413.80-03	COMPUTER EQUIP	965.96	
						VENDOR TOTAL *	4,699.40	
0009514	00	TONE COMMANDER						
53085	009471		01	10/17/2011	110-2008-413.50-25	PHONE HANDSETS	69.14	
						VENDOR TOTAL *	69.14	
0018275	00	TOTAL PARKING SOLUTIONS						
101487	009368		01	10/17/2011	530-0088-503.40-98	PAY BY PHONE SYSTEM/SIGNS	1,750.00	
						VENDOR TOTAL *	1,750.00	
0000533	00	TRAFFIC CONTROL & PROTECTION						
70575	009232		01	10/17/2011	110-6041-432.40-52	SIGNS/POSTS/PAINT	190.15	
						VENDOR TOTAL *	190.15	
0000535	00	TRANS UNION LLC						
09100945	009945		01	10/17/2011	110-5030-421.30-98	CREDIT BUREAU SVCS	119.91	
09100940	009946		01	10/17/2011	110-5030-421.30-98	CREDIT BUREAU SVCS	45.00	
						VENDOR TOTAL *	164.91	
0000403	00	TRANSSHICAGO TRUCK GROUP AND						
1187216	009156		01	10/17/2011	110-6047-512.50-16	PW-34	226.06	
1187122	009157		01	10/17/2011	110-6047-512.50-16	PW-34	227.28	
1187122	009158		01	10/17/2011	110-6047-512.50-16	PW-34 RETURNED MERCH	116.78	
						VENDOR TOTAL *	336.56	
0005044	00	TRANSYSTEMS CORP						
INV-0002140964	009227		01	10/17/2011	310-0089-461.80-24	PROFESSIONAL SVCS	10,414.00	
INV-0002128224	009853		01	10/17/2011	310-0089-461.80-24	PROF ENG SVCS	233.10	
						VENDOR TOTAL *	10,647.10	
0000536	00	TREE TOWNS REPROGRAPHICS, INC						
0000165467	009730		01	10/17/2011	110-7060-451.30-52	MATTE COVER	72.00	
0000165585	009731		01	10/17/2011	110-7060-451.60-65	POSTER PAPER	124.60	
0000165712	009732		01	10/17/2011	110-7060-451.60-44	EXHIBIT SUPPLIES	21.36	
0000166147	009733		01	10/17/2011	110-7060-451.60-44	EXHIBIT SUPPLIES	29.00	
0000165782	009734		01	10/17/2011	110-7060-451.60-44	EXHIBIT SUPPLIES	217.25	
0000165633	009735		01	10/17/2011	110-7060-451.60-44	EXHIBIT SUPPLIES	31.88	
0000165634	009736		01	10/17/2011	110-7060-451.60-44	EXHIBIT SUPPLIES	203.00	
0000165635	009737		01	10/17/2011	110-7060-451.60-44	EXHIBIT SUPPLIES	29.00	
0000165466	009738		01	10/17/2011	110-7060-451.60-44	EXHIBIT SUPPLIES	7.25	
						VENDOR TOTAL *	735.34	
0006268	00	TRITON COLLEGE						

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0006268 096353	00	TRITON COLLEGE 009343	01	10/17/2011	510-6050-501.60-11	WATERWORKS CLASS	310.00	
VENDOR TOTAL *							310.00	
0016711 2956009 2956012 2956016 2956009 2956012 2956016 2956011 2956789 2956789	00	U S BANK 009870 009872 009873 009869 009871 009874 009875 009877 009876	01	10/17/2011	219-8099-452.90-19 219-8099-452.90-21 219-8099-452.90-20 405-0000-471.90-19 405-0000-471.90-21 405-0000-471.90-20 405-0000-471.90-22 405-0000-471.90-26 510-6055-502.90-26	ADMIN FEES/ACCT#3042_1 ADMIN FEES/ACCT#3088_1 ADMIN FEES/ACCT#3469_1 ADMIN FEES/ACCT#3042_1 ADMIN FEES/ACCT#3088_1 ADMIN FEES/ACCT#3469_1 ADMIN FEES/ACCT#3046_1 ADMIN FEES/ACCT#802751900 ADMIN FEES/ACCT#802751900	105.00 68.50 94.50 70.00 106.50 80.50 350.00 227.50 122.50	
VENDOR TOTAL *							1,225.00	
0019534 081 0735065 081 0737047 081 0735065 081 0737047	00	UNIFIRST CORP 009356 009886 009357 009887	01	10/17/2011	110-6041-432.40-62 110-6041-432.40-62 510-6052-501.40-62 510-6052-501.40-62	UNIFORM SUPPLIES UNIFORM SUPPLIES UNIFORM SUPPLIES UNIFORM SUPPLIES	116.02 119.27 116.02 119.26	
VENDOR TOTAL *							470.57	
0002337 194-88	00	UNION PACIFIC RAILROAD CO-OMAHA 000029	01	10/17/2011	530-0088-503.30-59	PARKING LOT LEASE	3,542.56	
VENDOR TOTAL *							3,542.56	
0003709 228747	00	UNIQUE PRODUCTS & SERV CORP 009720	01	10/17/2011	110-6046-418.40-24	SUPPLIES	455.00	
VENDOR TOTAL *							455.00	
0006266 SEPT 2011	00	UNTOUCHABLE AUTO WASH 009938	01	10/17/2011	110-6047-512.50-16	CAR WASHES	200.00	
VENDOR TOTAL *							200.00	
0017465 00005A30E3391 00005A30E3401 00005A30E3401 00005A30E3391 00005A30E3401	00	UPS SHIPPER 5A30E3 009537 009884 009883 009536 009882	01	10/17/2011	110-5030-421.30-49 110-5030-421.30-49 110-6043-434.40-98 110-6047-512.40-98 110-7060-451.30-49	SHIPPING FEE SHIPPING FEES SHIPPING FEES SHIPPING FEE SHIPPING FEES	5.61 6.24 9.43 22.51 7.22	
VENDOR TOTAL *							51.01	
0000550 09/17-09/30/11	00	URICK, EUGENIE 009413	01	10/17/2011	110-0086-453.30-52	CATV PROF SVCS	1,072.50	
VENDOR TOTAL *							1,072.50	
0016782 U2437123I	00	USA MOBILITY WIRELESS, INC 009216	01	10/17/2011	110-5030-421.30-75	MONTHLY PAGER SVC	27.68	

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0016782	00	USA MOBILITY WIRELESS, INC						
						VENDOR TOTAL *	27.68	
0000555	00	VAN SLYKE ENTERPRISES						
SEPT 2011		000022	01	10/17/2011	110-3015-414.30-12	CITY PROPERTY PLANNING	4,700.00	
SEPT 2011		000026	01	10/17/2011	110-3015-414.30-12	METRA STATION	575.00	
SEPT 2011		000023	01	10/17/2011	310-0089-461.30-52	TIF I	2,050.00	
SEPT 2011		000024	01	10/17/2011	320-0090-462.30-52	TIF II	50.00	
SEPT 2011		000025	01	10/17/2011	325-0092-465.30-12	TIF 111	150.00	
						VENDOR TOTAL *	7,525.00	
0000559	00	VIKING AWARDS						
23276A		009624	01	10/17/2011	110-1001-411.40-98	NAME TAG	10.00	
						VENDOR TOTAL *	10.00	
0000560	00	VILLA PARK ELECTRICAL SUPPLY						
01778265		009581	01	10/17/2011	110-5030-421.50-01	COMPUTER CABLE PARTS	90.45	
01777879		009578	01	10/17/2011	110-6044-435.40-70	PVC PIPE	78.45	
01778328		009580	01	10/17/2011	110-6046-418.50-01	LIGHT SWITCH	46.82	
01778350		009582	01	10/17/2011	110-6046-418.50-01	RETURNED MERCHANDISE	23.96-	
01778285		009579	01	10/17/2011	530-0088-503.50-08	EXIT LIGHT	78.00	
						VENDOR TOTAL *	269.76	
0014891	00	VILLA PARK HARDWARE						
221960/2		009989	01	10/17/2011	510-6057-502.40-98	DUCT TAPE	6.70	
221356/2		009991	01	10/17/2011	510-6057-502.40-98	SAW BLADE	15.99	
						VENDOR TOTAL *	22.69	
0006055	00	VILLAGE OF BENSENVILLE						
167734		009700	01	10/17/2011	110-7060-451.30-98	SCHOOLHOUSE WATER/SEWER	40.47	
						VENDOR TOTAL *	40.47	
0020035	00	VILLAGE OF LINCOLNWOOD						
00001948		009642	01	10/17/2011	110-1001-411.60-11	CONFERENCE	326.31	
						VENDOR TOTAL *	326.31	
0006095	00	VITAL SIGNS USA INC						
79948		009656	01	10/17/2011	110-7060-451.60-44	VINYL LETTERING	195.00	
79938		009701	01	10/17/2011	110-7060-451.30-52	BANNERS	316.50	
						VENDOR TOTAL *	511.50	
0019676	00	WEISS, GRANT						
10/04/2011		009600	01	10/17/2011	110-3015-414.30-52	PROFESSIONAL SVCS	1,400.00	
						VENDOR TOTAL *	1,400.00	
0015717	00	WENTWORTH TIRE-BENSENVILLE						
407500		009153	01	10/17/2011	110-6047-512.50-20	STOCK	207.68	
407498		009154	01	10/17/2011	110-6047-512.50-20	PW-136	207.68	
407499		009155	01	10/17/2011	110-6047-512.50-20	PW-26	207.68	

PREPARED 10/11/2011, 9:10:18  
 PROGRAM: GM339L  
 CITY OF ELMHURST, ILLINOIS  
 CITY

EXPENDITURE APPROVAL LIST  
 AS OF: 10/17/2011 CHECK DATE: 10/20/2011

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
0015717 407771	00	WENTWORTH TIRE-BENSENVILLE 000020	01	10/17/2011	110-6047-512.50-20	TIRE DISPOSAL	16.00	
						VENDOR TOTAL *	639.04	
0000573 45646	00	WEST AUTOMOTIVE SERVICE INC 000021	01	10/17/2011	110-6047-512.50-02	TRK/PARTS PD-20	1,223.00	
						VENDOR TOTAL *	1,223.00	
0000576 121433 121606 121816 121580 121276	00	WEST SUBURBAN OP, INC. 009217 009947 009948 009657 009658	01	10/17/2011 10/17/2011 10/17/2011 10/17/2011 10/17/2011	110-5030-421.40-33 110-5030-421.40-33 110-5030-421.40-33 110-7060-451.40-33 110-7060-451.40-33	OFFICE SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES	38.37 100.01 103.87 127.20 20.06	
						VENDOR TOTAL *	389.51	
0004668 199472	00	WEST TOWN REFRIGERATION 009558	01	10/17/2011	110-5030-421.30-98	MONTHLY MAINT FEE	525.00	
						VENDOR TOTAL *	525.00	
0002838 000188232 000188117	00	WHOLESALE DIRECT 009151 009152	01	10/17/2011 10/17/2011	110-6047-512.50-16 110-6047-512.50-16	PARTS/SUPPLIES PW-1 REPAIR PART	46.41 303.05	
						VENDOR TOTAL *	349.46	
0008219 456 ARLINGTON	00	WILSON, RUSSELL 009850	01	10/17/2011	110-6041-432.30-70	PUBLIC SIDEWALK REIMBURSE	750.00	
						VENDOR TOTAL *	750.00	
0010931 421115	00	WORLD FUEL SERVICES 009666	01	10/17/2011	110-6047-512.40-19	GASOLINE	21,212.74	
						VENDOR TOTAL *	21,212.74	
0020046 246 VALLETTE	00	WUNDERLICH, DEE 009851	01	10/17/2011	110-6041-432.30-55	REAR YARD DRAIN PROGRAM	946.00	
						VENDOR TOTAL *	946.00	
0000585 213750-000 213889-000	00	ZIEBELL WATER SERVICE PRODUCTS 009964 009965	01	10/17/2011 10/17/2011	510-6057-502.50-08 510-6057-502.50-08	VALVE STEM REPAIR PUMP REPAIR	505.00 118.25	
						VENDOR TOTAL *	623.25	
0007560 2010 2010 2010	00	ZIELINSKI, ELAINE 009646 009647 009648	01	10/17/2011 10/17/2011 10/17/2011	110-0000-311.01-90 110-0000-311.01-90 210-0000-311.01-90	PROPERTY TAX REBATE PROPERTY TAX REBATE PROPERTY TAX REBATE	27.41 4.02 12.04	
						VENDOR TOTAL *	43.47	
						HAND ISSUED TOTAL ***		

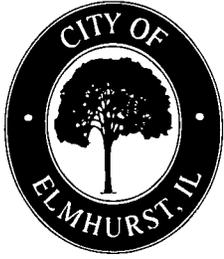
PREPARED 10/11/2011, 9:10:18  
PROGRAM: GM339L  
CITY OF ELMHURST, ILLINOIS  
CITY

EXPENDITURE APPROVAL LIST  
AS OF: 10/17/2011 CHECK DATE: 10/20/2011

PAGE 31

BANK: 01

VEND NO	SEQ#	VENDOR NAME							
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR	
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED	AMOUNT
0007560	00								
GRAND TOTAL							TOTAL EXPENDITURES **** *****	1,042,722.60	11,162.29 1,053,884.89



# 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

October 13, 2011

To: Members of the City Council  
Re: Hours of Sunday Liquor Sales

It is respectfully requested that the attached request regarding adjusting the start time for liquor sales in regards to "pouring" on Sundays be referred to the Public Affairs & Safety Committee for their review, evaluation and subsequent recommendation for City Council action.

Respectfully yours,

Peter P. DiCianni III  
Mayor

Copies To All  
Elected Officials  
10/13/2011

**From:** Erin VanDeWalle  
**To:** DiCianni, Pete  
**CC:** DelMarto, Angelo; Grabowski, James; Kopp, Mike; Neubauer, Steve; Sto...  
**Date:** 10/5/2011 9:40 AM  
**Subject:** Sunday Liquor Sales  
**Attachments:** Re: Sunday Sales to 11:00am

Pete-

Please see attached email from Margie Fitzharris - she is requesting that the City consider changing Sunday liquor hours for "pouring" to 11:00 a.m. instead of noon. Currently package stores may begin sales at 10:00 a.m. on Sundays, all others at Noon.

Erin

**From:**  
**To:**  
**Date:** 10/4/2011 6:30 PM  
**Subject:** Re: Sunday Sales to 11:00am

Erin - I have Checked with some of the municipalities - Lombard and Naperville begin Sunday sales at 10:00 am - I believe that several Cook County Towns serve earlier than 12:00pm on Sundays- 11:00am would be fine with us - As I told you, I had a customer leave -last Sunday because we would not sell to him before 12:00pm.

I am sure that the other merchants in town would also appreciate the extra hour - especially during the football season- not that I would want a change just for that - we would all get in trouble not knowing when it is was allowable or not.

Thank you for your assistance - if you need me to do anything more please let me know.

Again thanks for your assistance

Mrs Fitz



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CITY MANAGER

October 3, 2011

To: Members of the City Council

Re: Appointment to the Elmhurst Historic Preservation Commission-Budynsky

With your advice and consent, I will appoint Ms. Ella Budynsky to the Elmhurst Historic Preservation Commission to a term to expire May 30, 2014. Attached please find Ms. Budynsky's resume for your consideration.

Respectfully yours,

Peter P. DiCianni III

Mayor

PPD/ds  
Attachment

**Copies To All  
Elected Officials**

10-03-11

10-13-11



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October 3, 2011

To: Members of the City Council

Re: Appointment to the Board of Fire and Police Commissioners - Brigham

With your advice and consent, I will appoint Gina Brigham to the Board of Fire and Police Commissioners for a term to expire on May 1, 2012 replacing Donald L. Alexander whose term expired in 2009.

Respectfully submitted,

Peter P. DiCianni III  
Mayor

PPD/ds  
Attachment

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Elected Officials  
10-03-11  
10-13-11



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CITY MANAGER

October 3, 2011

To: Members of the City Council

Re: Appointment and Re-appointment to the Commission on Youth  
Hosi P. Mehta, Erica Brady, Darin Evans, Patricia L. Palmer, Susan  
Chansey, Scott LaMorte and Joan Olson,

Please be advised that I am re-appointing Hosi P. Mehta, Erica Brady, Darin Evans for terms to expire April 30, 2014; Patricia L. Palmer and Susan Chansey for terms to expire April 30, 2013 and appointing Scott LaMorte and Joan Olson for terms to expire April 30, 2014, replacing Darlene S. Heslop and Cynthia Szkolka who did not wish to continue on the commission. Attached please find their resumes.

Respectfully yours,

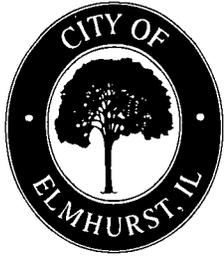
Peter P. DiCianni III  
Mayor

PPD/ds

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10-03-11

10-13-11



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CITY MANAGER

October 12, 2011

To: Mayor DiCianni and Members of the City Council

Re: Vehicle Sticker Fee Review

The Finance, Council Affairs and Administrative Services Committee met several times, most recently October 11, 2011, to review vehicle sticker fees. The review included an overall review of the current vehicle sticker fees, a specific review of fees charged to senior citizens, and consideration of a discounted fee for disabled persons.

The current vehicle sticker fee structure for senior citizens (persons age 65 or older) is a fee of 25% of the regular fee per vehicle classification, for all vehicles registered to a senior citizen. Prior to 2007, the senior citizen discount was applied to passenger vehicles only, and prior to 2004, the discount was limited to one passenger vehicle per household. The Finance Committee reviewed information provided by staff regarding the fee history and reviewed local municipality survey data. It was the consensus of the Finance Committee that the vehicle sticker fee structure for senior citizens should be adjusted, and the Finance Committee recommends the following changes: one discounted sticker fee per senior citizen with proof of age and vehicle registration in the same name; discount to apply only to passenger vehicles, RV's, motorcycles and trucks less than 4,800 pounds; and a discount rate of 50% of the regular vehicle sticker fee.

The Finance Committee reviewed a request to consider a vehicle sticker discount for disabled persons. Disabled persons age 65 or older qualify as senior citizens and are, therefore, eligible for the senior citizen discount vehicle sticker fee program. The Finance Committee believes that disabled persons under the age of 65 should qualify for a discount based on income means parameters. The City currently has a utility tax and vehicle sticker fee rebate program whereby households that meet very low income guidelines are eligible for a 50% rebate for up to two vehicle sticker fees per household. Therefore, due to the senior citizen discount vehicle sticker fee program and the utility tax and vehicle sticker fee rebate program, the Finance Committee does not recommend a separate vehicle sticker fee discount program for disabled persons.

Copies To All  
Elected Officials

10/13/2011

Page 2

October 12, 2011

To: Mayor DiCianni and Members of the City Council

Re: Vehicle Sticker Fee Review

The Finance Committee reviewed the rate history and survey data for the regular vehicle sticker fee program. Staff recommended no change to the current fee structure for the regular program, and the Finance Committee concurred with staff recommendation.

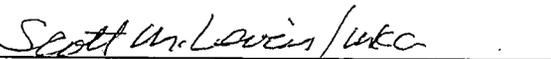
It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council approve the proposed fee structure changes to the senior citizen discount vehicle sticker fee program as follows: one discounted sticker fee per senior citizen with proof of age and vehicle registration in the same name; discount to apply only to passenger vehicles, RV's, motorcycles and trucks less than 4,800 pounds; and a discount rate of 50% of the regular vehicle sticker fee. The Finance Committee further recommends that the City Council direct the City Attorney to prepare the appropriate ordinance for implementation of the proposed changes for fiscal 2012-13.

Respectfully submitted,  
FINANCE, COUNCIL AFFAIRS AND  
ADMINISTRATIVE SERVICES  
COMMITTEE

  
Stephen W. Hipskind, Chairman

  
Mark A. Mulliner

  
Kevin L. York, Vice Chairman

  
Scott M. Levin



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CITY TREASURER  
JAMES A. GRABOWSKI  
CITY MANAGER

October 12, 2011

To: Mayor DiCianni and Members of the City Council

Re: Renewal of Line of Credit Agreement

The Finance, Council Affairs and Administrative Services Committee met October 11, 2011, to review renewal of the line of credit agreement with Fifth Third Bank.

In 1994, the City Council approved a five-year, \$4.5 million line of credit with Fifth Third Bank (then Old Kent Bank) to fund land purchases in the Industrial Development TIF (TIF II), specifically on the south side of Lake Street west of Walnut. Due to the amount and timing of property tax increment receipts, it was necessary to extend the line of credit in 1999 and 2002. With the 2002 extension, the City Council approved expanding the use of the line of credit, if necessary, to fund projects in TIF I (Downtown Redevelopment TIF) and TIF III (Rt. 83 & St. Charles Commercial Development TIF), in addition to TIF II. The line of credit was extended a third time in 2005, due to the surplus that was declared and distributed from TIF II in fiscal 2005, which required use of all available cash balances in TIF II and required a loan of \$375,000 from the Working Cash Fund. The loan from the Working Cash Fund was repaid in fiscal 2007. The line of credit was again renewed in 2008 due to an outstanding balance at that time of \$3,634,300.94, of which \$684,300.94 was attributable to TIF II for the land purchases and \$2,950,000 was attributable to TIF I for the purchase of 242 N. York Street. The outstanding balance as of April 30, 2011 was \$1,450,000, which was attributable to TIF I, and the balance was repaid with TIF I property tax receipts in June 2011.

In July, the City Council approved a three-month extension of the line of credit to October 31, 2011 (see attached Fifth Modification Agreement). This short extension was requested due to staff being in the process of reviewing responses to banking services proposals. Subsequent to this review, Fifth Third Bank was selected and approved to continue to provide banking services, and staff then entered into negotiations regarding a renewal of the line of credit. The term of the line of credit would be three years. The line of credit would carry an adjustable interest rate based on the one-month LIBOR (London Interbank Offered Rates) rate plus 80 basis points instead of the three-month LIBOR rate plus 46.66 basis points for the current agreement. The interest rate would be adjusted semi-annually. As of September 30, 2011, the one-month LIBOR rate of .2394 plus 80 basis points would have resulted in an

Copies To All  
Elected Officials

10/13/2011

Page 2

October 12, 2011

To: Mayor DiCianni and Members of the City Council

Re: Renewal of Line of Credit Loan Commitment

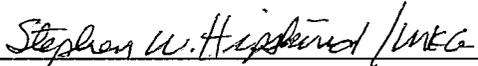
interest rate of 1.0394. The new agreement would also require an unused loan balance fee of 20 basis points on the unused portion of the line of credit; this type of fee has not been required in prior agreements. The fee will be calculated on the average daily outstanding balance of the unused portion of the line of credit. To minimize the new unused loan balance fee, staff recommends a \$3.0 million line of credit rather than the current \$ 4.5 million line of credit. Staff consulted with Fifth Third Bank to confirm that the line of credit can be renegotiated if more than \$3.0 million is needed.

Staff has reviewed the terms of the agreement with Speer Financial, Inc., the City's financial advisors, who indicated that the LIBOR rate remains a commonly used rate for loans of this nature, and Speer concurred with staff position that the one-month LIBOR rate plus 80 basis points is a reasonable rate for short-term borrowing in the municipal marketplace. An alternative short-term borrowing option would be a taxable bond issue, which carries a higher interest rate and is less flexible. Speer also stated that the unused loan balance fee is very typical in the current economic environment.

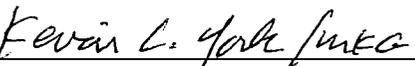
Staff projects that the line of credit will be the source of funding for future anticipated land acquisition for development. After discussion, it was the consensus of the Finance Committee to recommend a renewal of the line of credit agreement at \$3.0 million.

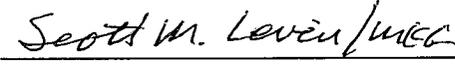
It is, therefore, the consensus of the Finance, Council Affairs and Administrative Services Committee that the City Council direct the City Attorney to prepare the documents necessary to renew the current line of credit with Fifth Third Bank with a \$3.0 million balance, an adjustable interest rate based on the one-month LIBOR rate plus 80 basis points, an unused loan balance fee of 20 basis points, and term of three years to expire on October 31, 2014.

Respectfully submitted,  
FINANCE, COUNCIL AFFAIRS AND  
ADMINISTRATIVE SERVICES COMMITTEE

  
Stephen W. Hipskind, Chairman

  
Mark A. Mulliner

  
Kevin L. York, Vice Chairman

  
Scott M. Levin

## FIFTH LOAN MODIFICATION AGREEMENT

This Fifth Loan Modification Agreement (this "Agreement") is made as of the 31<sup>st</sup> day of July, 2011, by and between Fifth Third Bank, a Michigan banking corporation (said bank together with its successors and assigns, including each and every holder from time to time of the Note (as hereinafter defined) being hereinafter referred to as "Lender") and the City of Elmhurst, DuPage and Cook Counties, Illinois, an Illinois municipal corporation and home rule unit of government (the "Borrower").

### WITNESSETH:

WHEREAS, Lender and Borrower entered into a certain Loan Agreement dated as of July 31, 1994 and Loan Modification Agreements dated July 31, 1999, July 31, 2002 and July 31, 2005 and July 31, 2008, in which agreements Lender agreed to advance to the Borrower certain funds pursuant to the terms of those Loan Agreements; and

WHEREAS, advances under the Loan Agreements are evidenced by a Taxable General Obligation Note, Series 1994 dated as of July 31, 1994 issued by Borrower in favor of Lender in the original principal amount of \$4,500,000.00 (together with any amendments, modifications, renewals or extensions thereof shall be referred to as the "Note"); and

WHEREAS, Lender and Borrower desire to amend the Loan Agreements and Note, as provided herein.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

#### I. MODIFICATIONS.

- A. Definitions. The Loan Agreement, the First, Second, Third, Fourth and Fifth Loan Modification Agreements, the Note and all other documents and instruments executed pursuant thereto are referred to collectively herein as the "Loan Documents". Unless otherwise defined herein, all capitalized terms shall have the meaning given them in the Loan Documents.
- B. Extension of Maturity.
  - 1. The Note is hereby amended to reflect the following:
    - a) the Maturity Date is extended to October 31, 2011; and
    - b) the interest rate on the Note shall be recalculated on July 31, 2011 and shall be equal to the three (3) month LIBOR rate plus 46.66 basis points; and

- c) the current principal balance outstanding on the Note is \$-0-.
2. Section 1.3(c) of the Loan Agreement shall be amended in its entirety to read as follows:

“(c) The entire outstanding principal balance of the Loan, accrued interest thereon, and other amounts payable by Borrower under the terms of the Loan Documents shall be due and payable on October 31, 2011 (the “Maturity Date”).”

3. To the extent applicable, each of the Loan Documents is hereby amended to provide that the indebtedness evidenced by the Note shall mature on October 31, 2011, and to change any reference to the maturity of Borrower's indebtedness to Lender to October 31, 2011.

II. CONDITIONS PRECEDENT. The agreement by Lender to amend the Loan Documents as provided herein shall be subject to Lender's receipt of the following documents duly executed in form and content satisfactory to Lender in its sole discretion.

- A. Ordinance. A certified copy of Ordinance No. O-\_\_-2011 of Borrower evidencing approval of this Fifth Loan Modification Agreement and authorization to execute the appropriate Loan Documents, and also certifying the names, titles and signatures of the officers of Borrower who are authorized to sign this Agreement and any other Loan Documents.
- B. Opinion of Counsel. An opinion from Borrower's Counsel, Storino, Ramello & Durkin addressing such matters as Lender may request, including, without limitation, the following:
  1. Borrower is duly organized and validly existing as a municipal corporation and home rule unit of government of the State of Illinois.
  2. The execution, delivery and performance of this Fifth Loan Modification Agreement has been duly authorized by all necessary action, do not require any other authorizations or consents, and do not violate any law, rule, regulations, order, writ, judgment, indenture instrument or agreement binding upon Borrower.
  3. This Fifth Loan Modification Agreement and the other current Loan Documents have been duly executed and constitute legal, valid and binding obligations of the Borrower, enforceable in accordance with their terms, except as such enforcement may be limited by applicable bankruptcy and insolvency laws.

III. REPRESENTATIONS, COVENANTS AND WARRANTIES.

- A. The Borrower, by execution of this Agreement, hereby reaffirms, ratifies and remakes the covenants, warranties and representations contained in the other Loan Documents. Further, the Borrower represents and warrants that to date no Event of Default has occurred or is continuing.
- B. The Borrower represents that the financial statements and annual audit reports are provided to Lender under the Loan Agreements, as well as all other financial information it has provided to Lender, is correct and complete and presented fairly the results of its operations and its financial position for such stated periods.

IV. MISCELLANEOUS.

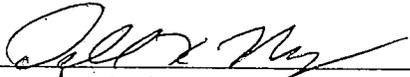
- A. Expenses. The Borrower agrees to pay Lender upon demand for all reasonable expenses incurred by the Lender in connection with this Fifth Loan Modification Agreement as the parties have otherwise agreed, as well as for any enforcement of Borrower's obligations under this Fifth Loan Modification Agreement and the other Loan Documents.
- B. Counterparts. This Agreement may be executed in as many counterparts as may be deemed necessary or convenient, each of which, when so executed, shall be deemed an original but all such counterparts shall constitute but one and the same agreement.
- C. Waiver and Release of Claims/Disclaimer of Reliance. Borrower represents to the Lender that it has no defenses, setoffs, claims or counterclaims of any kind or nature whatsoever against the Lender in connection with the Loan Documents or any extensions or modifications thereof or any action taken or not taken by the Lender with respect thereto. Without limiting the generality of the foregoing, and in consideration of Lender's agreements hereunder, Borrower hereby releases and forever discharges the Lender, its affiliates and each of their officers, agents, employees, attorneys, insurers, successors and assigns (collectively the "Released Parties"), from and against any and all liabilities, rights, claims, losses, expenses, or causes of action, known or unknown, arising out of any action or inaction by and of the Released Parties to the date hereof with respect to the Loan Documents or this Agreement, or any matter in any way related thereto or arising in conjunction therewith. Borrower also waives, releases, and forever discharges the Released Parties and each of them from and against any and all known or unknown rights to setoff, defenses, claims, counterclaims, causes of action any other bar to the enforcement of this Agreement or the Loan Documents. Borrower expressly disclaims any reliance on any oral representation made by the Lender with respect to the subject matter of this Agreement.

- D. Original Documents. Except as otherwise specifically modified or amended by the terms of this Agreement, the Loan Documents and all provisions contained therein shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed personally or by their respective officers thereunto duly authorized as of the date first written above.

LENDER:

FIFTH THIRD BANK, a Michigan banking Corporation

By:   
Name: Bill K McCoy  
Title: Senior Vice President

BORROWER:

CITY OF ELMHURST  
DuPage and Cook Counties, Illinois

By:   
Name: Peter P. DiCianni  
Title: Mayor



# 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

October 12, 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 September 12, 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 the deletions and additions are noted on the draft ordinance which is attached.

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

Copies To All  
Elected Officials

10/13/2011

CITY OF ELMHURST

~~ORDINANCE NO. MCO-~~\_\_\_\_\_

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.

(a) Order of Business. The following order of business shall be followed in all meetings of the City Council ~~or any of its Committees~~: At the hour selected for the meeting, the Mayor ~~or Committee Chairman, if present, or in his or her absence the temporary chairman~~ ~~Mayor Pro Tem or Committee Vice Chairman~~, shall instruct the Clerk, ~~or someone appointed to fill his or her place~~, to proceed to call the roll of ~~members~~.

Aldermen, 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 ~~or Committee~~ shall be called to order. ~~¶~~ ~~The Mayor or Committee Chairman shall takeing the chair. If the Mayor is if not present, and the Council shall elect a Mayor Pro-Tem.~~ ~~appointing a temporary chairman Mayor Pro-Tem or Committee Vice-Chairman, if he or she should be absent. If a quorum does not appear, the Council shall not thereby stand adjourned unless by a vote of the members present.~~

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
3. Receipt of Written Communications and Petitions from the Public.
4. Public Forum
5. Announcements, Proclamations and Presentations.

~~35 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.-~~

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

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.

~~67. 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
  - (2) Minority Report

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

~~89. Reports and recommendations of elected officials and the City Manager.~~

~~910. Ordinances~~

~~1011. Resolutions~~

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

~~12. Applications and Petitions~~

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~~13. Communications Announcements~~

~~1412. Other Business~~

(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.-

(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.~~

(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.

(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~~ recognize the City Clerk, City Treasurer, City Attorney and or City Manager, and further provided that any member of the Council Alderman, upon recognition by the presiding officer, may address and seek comments 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 and 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 provided by the City Clerk and 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 he or she is 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 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 Council Room. In case of any disturbance or disorderly conduct, the presiding officer shall have the power to require the Council room to be cleared, if necessary.~~

(g) Prohibited Behavior During Meetings/~~7~~-Removal of Offender Persons. The presiding officer shall have the power to specifically prohibit any individual from engaging in the following behavior during any meeting of the Council or any of its Committees: No person attending any City Council meeting may engage in the following behaviors:

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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;~~ or other behavior which interferes with the orderly conduct of the meeting;
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; and
5. Any other act designed to intimidate, threaten or harm persons, or damage or destroy property.

The presiding officer has the power to require individuals who have engaged in the above-listed prohibited behavior to leave the meeting, or to order the ~~removal of such an offender~~ individual to be removed. The ~~offender~~ person to be removed from the meeting has no right to appeal from such an order; ~~of the presiding officer;~~ however, such an order may be appealed by any member of the Council, ~~or a Committee member, as applicable,~~ present at the meeting. Any ruling by the presiding officer may be overruled by a majority of the ~~members~~ Aldermen present at such ~~Council or Committee~~ meeting. This Section shall not be construed to suppress the right to lawful assembly, picketing, public speaking, or other lawful means of expressing public opinion not in contravention of other laws.

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

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(i) Presentation of Communications, Etc. ~~When a~~ An Alderman wishing to present a communication, petition, order, resolution or other original matter, ~~he or she~~ 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)(~~78~~) 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.

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

~~(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)-(l)~~ 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 ~~(hhgg)~~ hereof.-

~~(am)~~ 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 Council, any such motion shall be reduced to writing by the proposer-maker and the proposer-maker of the motion shall first be entitled to the floor.

~~(en)~~ 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.-

~~(po)~~ 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.-

~~(qp)~~ 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.-

~~(fq)~~ (Repealed)

~~(sr)~~ 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.

~~(ts)~~ 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)-(3)~~ when adjournment was the last preceding motion, and ~~(5)-(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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(~~ut~~) 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.-

(~~vu~~) 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 a majority of the Aldermen present vote therefor.-~~

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

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

(~~yx~~) 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 to include the signature of a committee member who was absent from the committee meeting regarding which the report was drafted shall ~~not~~ be in order. ~~if the motion would change the outcome of the committee report recommendation.~~

A motion to accept a communication or committee report shall include acceptance and authorization to present the appropriate ordinance, resolution and/or motion to act in accordance with any recommendation therein, ~~unless the recommended action is amended as aforesaid. for vote by the Council at the first meeting of the Council after receipt and acceptance of the report.~~

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

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

(~~zy~~) 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 and seconder of such original proposition or by the Council by vote, it shall

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entirely supersede such original proposition and cut off all amendments appertaining to such original proposition.-

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.-

(~~aa~~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.-

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

(~~ba~~a) 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.-

(~~eb~~b) 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 herein provided.-

(~~dc~~c) 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.-

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~~

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~~ordinance.~~

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. No proposed ordinance shall be deferred under this section if any deadline for passage of the ordinance would not be met.

~~(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.

~~(ffe)~~ 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, 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.-

~~(gff)~~ 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.-

~~(hgg)~~ 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 ~~(ffe)~~ of this Section, which may be temporarily suspended upon a unanimous vote of the Aldermen present at any meeting.-

~~(ihh)~~ 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.~~ Upon request of any two Aldermen present, any report of a committee of the Council shall be deferred without debate to the next meeting of the Council after the report is made. Deferral of any report under this section shall be made only once. No proposed report shall be deferred under this section if any deadline for completion of the action which is the subject matter of the report would not be met.

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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.-

(jjj) 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.-

(kkj) 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.**

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 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 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 ~~or her~~ capacity as Alderman, but he ~~or she~~ shall not be entitled to another vote in his ~~or her~~ 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 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

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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:

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- (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 45. 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 \_\_\_\_\_, 2011

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2011

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

APPROVED:

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

ATTEST:

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

**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.

(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, shall instruct the Clerk, to proceed to call the roll of Aldermen, 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 Mayor shall take the chair. If the Mayor is not present, the Council shall 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
3. Receipt of Written Communications and Petitions from the Public.
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5. Announcements, Proclamations and Presentations.
6. Consent Agenda.
  - 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.
  - B. Accounts Payable. Accounts payable shall be included as part of the consent agenda, the total dollar amount thereof to be listed on same.

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.
8. Report of Committees:
  - A. Standing
    - (1) Majority Report
    - (2) Minority Report
  - B. Special
    - (1) Majority Report
    - (2) Minority Report
9. Reports and recommendations of elected officials and the City Manager.
10. Ordinances
11. Resolutions
12. Other Business

(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.

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

(d) Points of Order. The presiding officer shall decide all questions of order, subject to an appeal to the Council.

(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 Presiding officer.

(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 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, 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 provided by the City Clerk and 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 he or she is 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 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) Prohibited Behavior During Meetings/Removal of Persons. No person attending any City Council 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; or other behavior which interferes with the orderly conduct of the meeting;
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; and
5. Any other act designed to intimidate, threaten or harm persons, or damage or destroy property.

The presiding officer has the power to require individuals who have engaged in the above-listed 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. This Section shall not be construed to suppress the right to lawful assembly, picketing, public speaking, or other lawful means of expressing public opinion not in contravention of other laws.

(h) Executive Sessions. The Council may at any time, by the affirmative vote of a majority 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. An Alderman wishing to present a communication, petition, order, resolution or other original matter 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)(8) 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.

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

(l) 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 (gg) hereof.

(m) 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 Council, any such motion shall be reduced to writing by the maker and the maker of the motion shall first be entitled to the floor.

(n) 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.

(o) 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.

(p) 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.

(q) (Repealed)

(r) 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.

(s) 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) when the Aldermen are voting, (3) when adjournment was the last preceding motion, and (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.

(t) 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.

(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.

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

(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.

(x) Motions to Amend. Motions to amend communications or committee report recommendations shall be in order; provided, however, that a motion to amend a committee report to include the signature of a committee member who was absent from the committee meeting regarding which the report was drafted shall not be in order if the motion would change the outcome of the committee report recommendation.

A motion to accept a communication or committee report shall include acceptance and authorization to present the appropriate ordinance, resolution and/or motion to act in accordance with any recommendation therein for vote by the Council at the first meeting of the Council after receipt and acceptance of the report.

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

All amendments shall be submitted to the chair in writing when determined by the presiding officer or the City Clerk that the Council or the City Clerk lack accurate knowledge of the proposed amendment.

(y) Substitute Motions. A substitute of any original proposition in debate may be entertained when further amendment is not admissible. If accepted by the mover 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.

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. A motion for reconsideration, being once made and decided in the negative, shall not be renewed, nor shall a vote to reconsider be reconsidered.

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

(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.

(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 herein provided.

(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.

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.

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. No proposed ordinance shall be deferred under this section if any deadline for passage of the ordinance would not be met.

(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 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.

(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, 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.

(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.

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

(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 meeting of the Council after the report is made. Deferral of any report under this section shall be made only once. No proposed report shall be deferred under this section if any deadline for completion of the action which is the subject matter of the report would not be met.

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.

(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.

(jj) 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.

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.**

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 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 of any City real property shall require the concurrence of three-fourths of the corporate authorities of the City. 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 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 6. 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 \_\_\_\_\_, 2011

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2011

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

APPROVED:

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

ATTEST:

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

DRAFT



# 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

October 12, 2011

TO: Mayor DiCianni and Members of City Council

RE: Case Number 11P-03/City of Elmhurst Zoning Ordinance Amendment

Request by the City of Elmhurst, as petitioner, to amend the text of the Elmhurst Zoning Ordinance, Chapter 3, Section 3.10 regarding legal notice and publication requirements for a Zoning Ordinance map and/or text amendment.

The Development, Planning and Zoning Committee met on October 11, 2010 to review the Zoning & Planning Commission report dated October 3, 2011 recommending approval of the subject request. The Committee also reviewed the Applicant's submittal documents, interested party submittals and the transcripts of the public hearing.

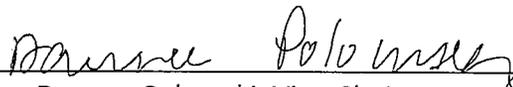
The Development, Planning and Zoning Committee agrees with the findings of the Zoning & Planning Commission that the proposed text amendments make clear the process and procedures for Zoning Ordinance Text and/or Map Amendments. The City of Elmhurst has, since at least 1992, followed procedures outlined by the Illinois State Statute; the proposed amendments do not change these procedures, but rather, clarify them.

The Committee agreed that there should be further discussion on how to notify people of proposed Zoning Ordinance Text Amendments and agreed to begin these discussions in short order.

Therefore, the Development, Planning and Zoning Committee recommends that the City Council approve the Applicant's request for Zoning Ordinance Text Amendments. The City Attorney is hereby directed to prepare the necessary documents for City Council approval.

Respectfully submitted,  
DEVELOPMENT PLANNING AND ZONING COMMITTEE

  
\_\_\_\_\_  
Steven Morley, Chair

  
\_\_\_\_\_  
Dannee Palomski, Vice-Chair

  
\_\_\_\_\_  
Norman Leader, Ald. 2<sup>nd</sup> Ward

Copies To All  
Elected Officials

10/13/2011

O -47 - 2011

**AN ORDINANCE AUTHORIZING THE SALE OF SURPLUS  
PERSONAL PROPERTY**

**WHEREAS**, pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, the corporate authorities of the City of Elmhurst (the "City") are expressly authorized to sell personal property in such manner as they may designate, with or without advertising the sale, when, in the opinion of a majority of the corporate authorities then holding office, the personal property is no longer necessary or useful to the City; and

**WHEREAS**, the City owns certain personal property described in Exhibit "A" which exhibit is attached hereto and made part hereof; and

**WHEREAS**, the corporate authorities of the City expressly find that the items of personal property described in Exhibit "A" are no longer necessary to, required for use, or in the best interest of the City to maintain and further find that it is in the best interest of the City to dispose of the described items as hereafter set forth.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Elmhurst, DuPage County, Illinois, as follows:

**Section 1. Recitals.**

The foregoing recitals are adopted as the corporate findings of the City as if fully restated herein.

**Section 2. Authorization.** The City Manger be and is hereby authorized and directed to sell or otherwise dispose of the items described in Exhibit "A" at the next DuPage Mayors and Managers Conference public auction to be held on October 22, 2011, with or without

Copies To All  
Elected Officials  
10/17/2011

advertising their sale. The corporate authorities hereby authorize the City Manager to direct the DuPage Mayors and Managers Conference to enter into such agreements for the sale of the items of personal property described in Exhibit "A" pursuant to auction according to the terms of the auction set by the DuPage Mayors and Managers Conference. No bid shall be accepted for any of the items of personal property described in Exhibit "A" which is less than the minimum value set forth therein, unless the City Manager or his designee so authorizes. Upon receipt of the auction price in excess of the minimum value set forth for the items listed in Exhibit "A" or otherwise authorized by the City Manager, less a 15% administrative fee to be retained by the DuPage Mayors and Managers Conference, the City Manager is hereby authorized and directed to direct the DuPage Mayors and Managers Conference to convey and transfer title to the personal property listed in Exhibit "A" to the successful bidder. The City Manager is hereby authorized to arrange for a City representative to assist the DuPage Mayors and Managers Conference with the sale of such items during the auction day.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

**Section 3. Effective Date.** This Ordinance shall take effect upon its passage, approval and publication in pamphlet form.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2011 pursuant to a roll call vote as follows:

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

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

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

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

**APPROVED** by me this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_  
Peter P. DiCianni, Mayor of the  
City of Elmhurst, DuPage County, Illinois

ATTESTED and filed in my office,  
and published in pamphlet form  
this \_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_  
Patty Spencer, Clerk of the City  
of Elmhurst, DuPage County, Illinois

**Auction Response Form\***

We will participate in the Auction of Surplus Vehicles and Equipment on **October 22, 2011.**

We will have 25 items as detailed on the Inventory Form.  
(number)

Jurisdiction: CITY OF ELMHURST

Contact Person: CHANEL F. CARON

Contact's Title: FLEET MANAGER

Contact's Address: 209 NORTH YORK STREET Zip: 60126

Phone: 630-530-3316 Fax: 630-530-3048

Name of Worker(s) to attend auction:

We will have Two. Names To be determined at a later date.

\_\_\_\_\_

**Type of Worker** (circle one): Uniformed Officer      **Driver**      General

Please return Auction Response Form, Inventory Form, Bidding Form, and copies of titles to:

Marcy Ramirez  
DuPage Mayors and Managers Conference  
1220 Oak Brook Rd.  
Oak Brook, IL 60523

**\*This Response Form, the Inventory Form, Bidding Form, and photocopies of titles must be returned to reserve your space. Items are accepted on a first-come, first-served basis.**

**AUCTION INVENTORY FORM**

**Saturday, October 22, 2011 - DMMC AUCTION**

**Cypress Cove Family Aquatic Center  
8301 S. Janes Ave**

**Woodridge, IL 60517**

CONTACT PERSON: Chanel F. Caron

MUNICIPALITY: City Of Elmhurst

ADDRESS: 209 North York Street

CITY, ZIP: Elmhurst, IL 60126

PHONE: 630-530-3316

Unit #	VIN Number	TYPE of item car, truck, equip	Year	Make	Model	Color	Mileage	# of Doors	Trans Auto / Man	# of Cyl	Air Cond	Min Sale Price	Comments
T4-2010	2FAFP71WX1X166147	CAR	2001	FORD	C.V.P.I	WHT.	108,667	4	AUTO	8	Y	\$1,000.00	Fair / Poor
E8-2011	2FAFP71W94X163695	CAR	2004	FORD	C.V.P.I	WHT.		4	AUTO	8	Y	\$1,500.00	Fair / Poor
E31-2011	2FAFP71W52X137804	CAR	2002	FORD	C.V.P.I.	WHT.	100,000	4	AUTO	8	Y	\$1,000.00	Fair / Poor
F15T-2008	457DAOD0-51004873	TRAILER	1994	J.B.ENTP.	3500 LB.	BLK.	N/A	0	N/A	0	NO	\$500.00	Fair / Poor
F 15	APBP0192M73	BOAT		SEARS	12 FT. JON BOAT	YEL.	N/A	0	N/A	0	NO	\$300.00	Fair / Poor
PD 42-2007	SMTM00147	SPD. TLR.	1996	SOLAR CONTROL		WHT.	N/A	N/A	N/A	0	NO	\$450.00	Fair / Poor
PW 39 PLOW	750309286	8FT. PLOW	2004	MEYER	C8 PLOW	YEL.	N/A	N/A	N/A		NO	\$100.00	Fair / Poor
PW 15	NO SER. # ON UNIT	9FT PLOW		MEYER	C9 HUSKY	YEL.	N/A	N/A	N/A	0	NO	\$150.00	FAIR/GOOD
	E1900 060404 62531647	ENGINE	2003	FORD	4.6L V8	N/A	N/A	N/A	N/A	8	N/A	\$50.00	Fair / Poor
P2	HT2520003	2" Water Pump		HOMELITE	HTPZ-B	RED	N/A	N/A	N/A	1	N/A	\$100.00	Fair / Poor
UNK	PAINTED OVER	2" Water Pump		HOMELITE	HTPZ-B	RED	N/A	N/A	N/A	1	N/A	\$100.00	Fair / Poor
P4	92845874	3" Water Pump		HOMELITE	120TP-1B3	RED	N/A	N/A	N/A	1	N/A	\$150.00	Fair / Poor
P5	HN116013	3" Water Pump		HOMELITE	120TP3-1C	RED	N/A	N/A	N/A	1	N/A	\$150.00	Fair / Poor
G1	54302451	2700 Watt Generator		HOMELITE	174A27-1	RED	N/A	N/A	N/A	1	N/A	\$100.00	Fair / Poor
G5	50170051	4000 Watt Generator		HOMELITE	E40001A	RED	N/A	N/A	N/A	1	N/A	\$150.00	Fair / Poor
N/A	532839914H	WASHING MACHINE		MAYTAG NEPTUNE	MAH4000A WW	WHT	N/A	N/A	N/A	N/A	N/A	\$50.00	Fair / Poor

**AUCTION INVENTORY FORM**

**Saturday, October 22, 2011 - DMMC AUCTION**

**Cypress Cove Family Aquatic Center  
8301 S. Janes Ave**

**Woodridge, IL 60517**

CONTACT PERSON: Chanel F. Caron

MUNICIPALITY: City Of Elmhurst

ADDRESS: 209 North York Street

CITY, ZIP: Elmhurst, IL 60126

PHONE: 630-530-3316

Unit #	VIN Number	TYPE of item car, truck, equip	Year	Make	Model	Color	Mileage	# of Doors	Trans Auto / Man	# of Cyl	Air Cond	Min Sale Price	Comments
N/A	28626514YH	CLOTHS DRYER		MAYTAG NEPTUNE	MDE4000AY W	WHT	N/A	N/A	N/A	N/A	N/A	\$50.00	Fair / Poor
N/A	no ser. # available	AIR COMPRESSO	1985	CRAFTSMAN	3HP 30 GAL.	RED	N/A	N/A	N/A	2	N/A	\$50.00	Fair / Poor
N/A	224919	AIR COMPRESSO	1992	CHAMPION	HR2-6	GRN	N/A	N/A	N/A	2	N/A	\$100.00	Fair / Poor
N/A	L2/23/98/00010	AIR COMPRESSO R		CHAMPION	52361A	GRN	N/A	N/A	N/A	2	N/A	\$100.00	Fair / Poor
PW159	52898081	CONCRETE SAW	1999	LAWN EDGER	GZ400H	BLUE	N/A	N/A	N/A	1	N/A	\$100.00	Fair / Poor
	no ser. # available	CONCRETE SAW		TARGET	Port-A-Cut	RED	N/A	N/A	N/A	1	N/A	\$100.00	Fair / Poor
PW133	6137-111,OR RCS-1481	CONCRETE ROUTER	1987	MARATHON	MARK III	BLUE	N/A	N/A	N/A	2	N/A	\$100.00	Fair / Poor
PW150	6147-161	CONCRETE ROUTER	1990	MARATTHON	MARK III	BLUE	N/A	N/A	N/A	2	N/A	\$100.00	Fair / Poor
	no ser. # available	TABLE ROUTER	UNK.	CRAFTSMAN	UNK.	GRAY	N/A	N/A	N/A	N/A	N/A	\$50.00	Fair / Poor

O-48-2011

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION  
OF A NON-EXCLUSIVE LICENSE AGREEMENT BY AND BETWEEN  
DANIEL GIBBONS AND THE CITY OF ELMHURST,  
DUPAGE AND COOK COUNTIES, ILLINOIS**

WHEREAS, Daniel Gibbons ("Licensee") seeks to utilize part of the right-of-way of the City of Elmhurst (the "Property") for his annual Turkey Trot 5K Run Event (the "Event") as described in the agreement attached hereto as Exhibit A (the "Agreement"); and

WHEREAS, the City Council of the City of Elmhurst finds it to be desirable and in the best interest of the City of Elmhurst to grant to the Licensee a non-exclusive license to enter on the Property for the purpose of presenting its Event subject to the terms of the Agreement.

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

1. That the Non-Exclusive License Agreement, attached hereto and made a part hereof as Exhibit A, is approved and execution of the License Agreement by the Mayor and City Clerk is hereby ratified.

2. That the officials, officers, employees and agents of the City are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this Ordinance and the License Agreement.

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

276462-1

Copies To All  
Elected Officials

10/13/2011

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

## Non-Exclusive License Agreement

This License Agreement ("License") is made and entered into on this \_\_\_\_ day of October, 2011 by and between the City of Elmhurst, Illinois, an Illinois municipal corporation (herein referred to as "Licensor") and Dan Gibbons (herein referred to as "Licensee").

Licensee desires to enter onto public property owned by the City, as illustrated in Exhibit A attached hereto and made a part hereof (the "Property"), for the purpose of utilizing the Property for his annual "Turkey Trot" charity event (the "Event"), and the Licensor is willing to grant Licensee a non-exclusive license to do so, on the terms and conditions set forth below.

Licensor hereby grants Licensee and his contractors, subcontractors, invitees, employees and agents (collectively, the "Users"), a temporary non-exclusive license to enter on the Property for the purposes of utilizing the Property for the Event, subject to the following terms and conditions:

(1) TERM. The term of this License shall be one day, beginning November 24, 2011 at 5:00 AM and ending at 12:00 PM (the "License Term").

(2) RESTRICTION ON USE. Licensee and Users shall only use the Property for the purposes of the Event. Licensee and Users shall not store or permit any storage of any materials or items on the Property. Licensee and Users shall only use the Property between the hours of 5:00 AM and 12:00 PM. The Licensee shall not alter the Property in any fashion without the written consent of the Licensor. The Licensee's use of the Property shall not be exclusive and shall not interfere with the Licensor's use of or access to the Property.

Licensee shall not carry on, upon the Property, or any part thereof, or permit to be carried on, any trade, business or use of an unsafe or unhealthful nature, or which shall constitute a nuisance. Licensee shall not use, or permit to be used, said Property, or any part thereof, for any illegal, immoral, or adult business (as defined in the Municipal Code of the City of Elmhurst) or purpose whatsoever. Licensee and Users shall comply with the requirements of the City of Elmhurst Police and Fire Departments in producing the Event and shall confer with said departments to ensure safety and compliance with all City Ordinances.

(3) CONDITION; MAINTENANCE; REPAIR. Licensee accepts the Property in its current condition and Licensor makes no representations concerning the condition of the Property. Licensor has no duty or obligation to maintain or repair the Property during the License Term. Any maintenance or repairs made to the Property by the Licensee shall be made at the sole expense of the Licensee and the Licensee shall have no right to recover any amounts for said maintenance or repairs from the Licensor. Further, Licensor shall not be liable to Licensee or Users for any damage or injury to any of them or their property occasioned by the failure of the Licensor to keep the Property maintained and in repair. Except as approved by the Licensor, Licensee and Users shall not attach, affix or exhibit or permit to be attached, affixed or exhibited any articles of permanent or semi-permanent character or any sign, attached or detached, with any writing, printing of symbols thereof, on or about the Property, or upon any appurtenances thereto.

(4) COST SHARING. Licensee agrees to reimburse the Licensor in the amount of fifty-percent (50%) of all costs incurred by the Licensor related to this Agreement in excess of Three Thousand Dollars (\$3,000.00) but less than Six Thousand Dollars (\$6,000.00) in the closing of streets to allow for production of the Event. Licensee agrees to reimburse the Licensor for all costs incurred by Licensor in excess of Six Thousand Dollars (\$6,000.00) in the closing of streets to allow for production of the Event. Said reimbursement is required due to the new route for the Event which will require additional barricades and staffing, resulting in an increase of costs to Licensor. Any reimbursement required by this Section shall be made within thirty (30) days following the conclusion of the Event by check made payable to the City of Elmhurst and delivered to the Elmhurst City Hall at 209 N. York Street, Elmhurst, IL 60126.

(5) ASSUMPTION OF RISK. Licensee and Users shall use the Property at their own risk and Licensor shall not be liable for any damage to person or property resulting, directly or indirectly, from Licensee's and Users' use of the Property.

(6) INSURANCE AND INDEMNIFICATION. Licensee shall indemnify and save harmless Licensor and its officials, officers, employees, staff, contractors, agents, representatives, consultants, successors and assigns (collectively, the "Indemnitees"), from and against any and all losses, damages, claims, actions, liabilities, costs and expenses including, without limitation, attorneys' fees and expenses, that the Indemnitees may suffer, incur or sustain arising out of or relating to the activities of Licensee or the Users of the Property, or any invitees thereof, under this License, or any acts or omissions of Licensee or his contractors, agents, employees, tenants, invitees or representatives hereunder; or with respect to or arising out of any use of the Property or the rights herein granted, or the performance or non-performance of Licensee's obligations hereunder.

No later than ten (10) days prior to the Event, the Licensee shall furnish, or cause his contractors to furnish, to the Licensor, a certificate of insurance evidencing commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate limits and otherwise reasonably satisfactory to the Licensor. The insurance policy shall be expressly endorsed to include the Licensor, as additional insured. Such insurance shall be maintained during the License Term.

(7) HAZARDOUS WASTE, SUBSTANCES, MATERIALS; EXPLOSIVES. Licensee shall not store, house, possess or permit any hazardous waste, hazardous substances, hazardous materials, or explosives, upon the Property, or any part thereof.

(8) TRAFFIC CONTROL. Licensor shall provide adequate police personnel for the purpose of directing traffic to and from the Property throughout the License Term, subject to the terms of reimbursement described in Section 4 herein.

(9) ZONING. Nothing contained herein shall be construed as the Licensor's approval or granting of any zoning or license requirements, application or petition.

[REST OF PAGE LEFT INTENTIONALLY BLANK]

(10) REVOCATION. This License and any rights granted herein may be revoked by the Licensor at any time

**LICENSOR**

City of Elmhurst, an Illinois municipal corporation

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

Attest: \_\_\_\_\_  
Patty Spencer, City Clerk

**LICENSEE**

By: \_\_\_\_\_  
Dan Gibbons

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF DUPAGE )

Before me, the undersigned, a Notary Public in and for said county and state, on this day of October \_\_\_\_, 2011, personally appeared Peter P. DiCianni, III and Patty Spencer, to me known to be the Mayor and Clerk, respectively, of the City of Elmhurst, an Illinois municipal corporation, who executed the foregoing License Agreement and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act of the City of Elmhurst, for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS    )  
  ) SS  
COUNTY OF DUPAGE    )

On this \_\_\_\_ day of October, 2011, before me, a Notary Public in and for said State, personally appeared, Dan Gibbons, to me personally known, who being by me duly sworn did say that he executed the said instrument as his voluntary act and deed for the purposes set forth herein.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



## COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance Approving and Authorizing the Execution of a Non-Exclusive License Agreement by and between Daniel Gibbons and the City of Elmhurst, DuPage and Cook County, Illinois

ORIGINATOR: City Attorney, Public Affairs and Safety Committee

### DESCRIPTION OF SUBJECT MATTER:

Attached for Council consideration is an ordinance granting approval and authorization to execute the Non-Exclusive License Agreement (the "Agreement") by and between Daniel Gibbons and the City of Elmhurst. The Agreement grants Daniel Gibbons a temporary non-exclusive license to use public property for his "Turkey Trot 5K Run" event. The Agreement has been reviewed by the Public Affairs and Safety Committee, Police Department, the City Manager and the City Attorney, and the terms of the Agreement meet the City's requirements and standards for insurance and indemnification that have been applied to applicants for similar licensing in the past.

MCO -13- 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  
(Armitage Avenue at Willow Road)

---

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

WHEREAS, the City conducted traffic studies with respect to certain intersections under its jurisdiction and determined that stop intersections were appropriate for eastbound and westbound Armitage Avenue at Willow Road; and

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

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

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

By amending Section 44.92 (c) as follows:

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

"Armitage Avenue at Willow Road"

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

By amending Section 44.92 (d) as follows:

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

"Armitage Avenue at Willow Road"

SECTION 3: That the Chief of Police shall cause the appropriate signage to be posted.

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

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

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

CITY ACTION SUMMARY

SUBJECT: Ordinance-Revision of stop intersections

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

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

- 1) eastbound Armitage Avenue at Willow Road
- 2) westbound Armitage Avenue at Willow Road

R - 47- 2011

**A RESOLUTION AUTHORIZING  
THE ISSUANCE OF A NOTICE OF AWARD FOR  
THE 2011-2012 SANITARY SEWER CIPP LINING PROJECT  
FOR THE CITY OF ELMHURST, ILLINOIS**

**WHEREAS**, the City of Elmhurst (hereinafter the "City") sent invitations to bid to qualified contractors, and publicly advertised for sealed bids for the 2011-2012 Sanitary Sewer CIPP Lining Project (hereinafter the "Project"); and

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

**WHEREAS**, in the Bid Documents, the Base Bid for the Project consists of twenty-six thousand twenty-eight (26,028) feet of sanitary sewer targeted for rehabilitation through the use of the cured-in-place-pipe ("CIPP") process, which is the installation of a flexible polyester felt fiber tube lining into the existing sanitary sewer line; and

**WHEREAS**, a map of the sanitary sewers to be lined through the process described herein is attached hereto as Exhibit "A" and made a part hereof; and

**WHEREAS**, the City received and evaluated bids from three (3) potential contractors; and

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

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

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

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

**Section 2.** It is hereby determined that it is advisable, necessary and in the public interest that the City contract for the 2011-2012 Sanitary Sewer CIPP Lining Project.

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

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

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

**Section 6.** The Mayor is hereby authorized to execute, and the City Clerk is hereby authorized to attest to the contract with Insituform for the 2011-2012 Sanitary Sewer CIPP Lining Project, which contract is attached hereto as Exhibit "C" and made a part hereof, provided that Insituform returns to the City, within ten (10) days of receipt of the Notice of Award, an executed contract with all other necessary written contract documents attached, properly executed by it, along with the proper contract bonds and certificates of insurance.

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

Department of Labor, shall be paid for each craft or type of worker needed to execute the contract or to perform such work.

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

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2011, pursuant to a roll call vote as follows:

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

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

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

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

**APPROVED** by me this \_\_\_\_ day of \_\_\_\_\_, 2011.

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

ATTESTED and filed in my office,  
this \_\_\_\_ day of \_\_\_\_\_, 2011.

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

## COUNCIL ACTION SUMMARY

SUBJECT: Resolution Authorizing the Issuance of a Notice of Award for the 2011-2012 Sanitary Sewer CIPP Lining Project

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

The City authorized the advertisement of bids for the 2011-2012 Sanitary Sewer CIPP Lining Project. There were three contractors that bid for this Project. Upon the Public Works and Buildings Committee's review of the bids, it was determined that Insituform Technologies of Lemont, Illinois was found to be the lowest responsible bidder.





**EXHIBIT "B"**  
**CITY OF ELMHURST, ILLINOIS**  
**NOTICE OF AWARD**

TO: Insituform Technologies, Inc.  
12897 Main Street  
Lemont, IL 60439

PROJECT DESCRIPTION: City of Elmhurst 2011-2012 Sanitary Sewer CIPP Lining Project

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

YOU ARE HEREBY NOTIFIED that your bid has been accepted for items in the estimated amount of Nine Hundred Thirty-Five Thousand Four Hundred Ninety-Four and 00/100ths Dollars (\$935,494.00), subject to the execution of the Contract and the furnishing of the proper bonds and insurance.

You are required to execute the Contract and furnish the required contract bonds and insurance within ten (10) calendar days from the date of the receipt of this Notice.

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

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2011.

City of Elmhurst, Illinois,

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

ATTESTED and filed in my office,  
this \_\_\_\_ day of \_\_\_\_\_, 2011.

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

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged by  
\_\_\_\_\_, his \_\_\_\_ day of \_\_\_\_\_, 2011  
Insituform Technologies, Inc.

By: \_\_\_\_\_  
Authorized Agent

**EXHIBIT "C"**

**CONTRACT**

This Contract made this \_\_\_ day of \_\_\_\_\_, 2011 between the City of Elmhurst, the City, and Insituform Technologies, Inc., the Contractor, for 2011 Sanitary Sewer CIPP Lining Project #11-15.

The Contractor hereby agrees as hereinafter set forth:

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

The installation of a Cured-in-Place-Pipe (CIPP) liner in various size sanitary sewer pipes.

furnish all materials and labor necessary to complete the Work and in full compliance with all of the terms and the requirements of this agreement in strict compliance with the Specifications, General Conditions, Special Provisions and Contract Bond which are essential documents of and made a part of this Contract.

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

BID ITEM	UNIT	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED PRICE
8 INCH PIPE	LINEAR FOOT	\$25.50	9,566	\$243,933.00
10 INCH PIPE	LINEAR FOOT	\$29.50	628	\$18,526.00
12 INCH PIPE	LINEAR FOOT	\$35.50	14,187	\$503,638.50
15 INCH PIPE	LINEAR FOOT	\$48.50	993	\$48,160.50
18 INCH PIPE	LINEAR FOOT	\$59.00	654	\$38,586.00
SERVICE REINSTATEMENT	1 EACH	\$95.00	870	\$82,650.00
<b>TOTAL BASE BID</b>				<b>\$935,494.00</b>

3. **Contract Time.** The Work will commence upon the execution of the Contract by the City and the Contractor. The Contractor shall complete the Work within **one hundred and twenty (120) calendar days** of the commencement of the work unless an extension of time is granted in accordance with the Specifications.

4. **Progress Payments.** On or before the first day of each month, the Contractor shall submit to the City a written Application for Payment showing the value of Work (on a percentage basis) completed. The City shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for services performed prior to the termination consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq.*).

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

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

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

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

a. If to City:

City of Elmhurst  
209 North York Road  
Elmhurst, Illinois 60126  
Attn: Mr. Chris Dufort, Water/Wastewater Superintendent

b. If to Contractor:

Insituform Technologies, Inc.  
12897 Main Street  
Lemont, IL 60439  
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.

8. **Entire Contract.** This Contract (including the contract documents) represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. In case of conflict between the terms contained herein and those contained in the General Conditions, the terms herein shall control. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the City and Contractor. This Contract is executed that day and year first written above.

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

City: City of Elmhurst

Insituform Technologies, Inc.

By: \_\_\_\_\_  
Peter DiCianni, Mayor

By: \_\_\_\_\_  
*(Name of Owner or Officer), (Title or Office)*

Attest:

Attest:

By: \_\_\_\_\_  
Patty Spencer, City Clerk

By: \_\_\_\_\_  
*(Name of Officer Attesting) (Title or Office)*

R - 49- 2011

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A MASTER TREASURY  
MANAGEMENT AGREEMENT AND ADDENDUM BY AND BETWEEN FIFTH THIRD BANK AND  
THE CITY OF ELMHURST,  
DUPAGE AND COOK COUNTIES, ILLINOIS**

WHEREAS, the City of Elmhurst (the "City") did heretofore distribute a Request for Proposal for Banking Services to 17 financial institutions with facilities located within the borders of the City; and

WHEREAS, the City received responses from seven (7) financial institutions; and

WHEREAS, the City staff analyzed and evaluated all submitted proposals and recommended to the Finance, Council Affairs and Administrative Committee (the "Committee") that the City accept the proposal for banking services from Fifth Third Bank; and

WHEREAS, the Committee concurred with the recommendation of City staff and issued a written report to the City Council recommending acceptance of the proposal for banking services from Fifth Third Bank; and

WHEREAS, the Corporate Authorities of the City find that it is in the best interest of the City to accept the proposal for banking services from Fifth Third Bank and to enter into a Master Treasury Management Agreement and Addendum (collectively, the "Agreement") with Fifth Third Bank.

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

Section 1. That the recitals set forth above are hereby adopted as findings of the Corporate Authorities of the City and are incorporated herein by specific reference.

Section 2. That the City hereby accepts the banking service proposal from Fifth Third Bank dated April 29, 2011 and an addendum thereto dated August 18, 2011.

Section 3. That the Agreement attached hereto and made a part hereof as Exhibit A is approved and the Mayor is authorized and directed to execute and the City Clerk is authorized and directed to attest the Agreement in substantially the form attached hereto with such changes as may be approved by the officials executing the same, their execution thereof to constitute conclusive evidence of the approval of such changes, if any.

Section 4. That the officials, officers, employees and agents of the City are hereby authorized and directed to take such actions and execute such documents as are necessary to carry out the purpose and intent of this Resolution and Agreement.

Section 5. That this Resolution shall be in full force and effect upon and after its approval in the manner provided by law.

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



**FIFTH THIRD BANK™**

**MASTER TREASURY  
MANAGEMENT AGREEMENT**

This Master Treasury Management Agreement ("*Agreement*") governs the provision of Treasury Management Services ("*Services*") to the undersigned "*Customer*" by Fifth Third Bank ("*we*" or "*us*") and is effective when, and as of the date executed by us.

**Services**

Customer desires to obtain, and we agree to provide the Services as provided in this Agreement and the applicable Terms and Conditions for the Services ("*Terms and Conditions*"). Customer may request a Service by any means we approve ("*Service Request*"). If we accept and approve a Service Request, we and Customer are subject to the Terms and Conditions for that Service. If Customer uses a Service before the Service Request is approved by us, Customer's first use of the Service shall be deemed to be Customer's agreement to the Terms and Conditions for that Service.

Customer acknowledges receiving a copy of the Terms and Conditions for the Services it desires. Once a Service Request is approved by us or Customer is deemed to have accepted Terms and Conditions for a particular Service, the applicable Terms and Conditions are incorporated into, and made a part of this Agreement. Customer is not bound by or subject to the Terms and Conditions for any Service Customer does not use.

We provide the Services for the sole and exclusive benefit of Customer, and if we approve in writing, Customer's Subsidiaries (as defined below). The Services may only be used for business purposes and not for personal, household or consumer purposes.

For some of our Services, we may provide in hard copy or make available online an operating manual or user guide ("*User Guide*") to assist Customer in using the Service.

**Customer Information**

Customer agrees to provide any information that we reasonably require to enable us to provide the requested Services to Customer. For some of our Services, Customer may be required to complete a set up and implementation process and complete related information forms. We will rely on the information provided to us by Customer in this process and the Service Request in providing the Services to Customer. Any changes by Customer to the information provided to us must be made in writing and will be effective after we have had a reasonable opportunity to act on the changed information.

We are entitled to rely upon the accuracy of all information and authorizations received from an officer or authorized employee or representative of Customer (an "*Authorized Agent*"), and on the authenticity of any signatures purporting to be of an Authorized Agent. Customer agrees to notify us immediately of any change in the status of an Authorized Agent. Customer acknowledges that we may require a reasonable time period before we act upon any such change. Customer agrees that we may refuse to comply with requests from any individual until we receive documentation reasonably satisfactory to us confirming the individual's authority.

**Fees and Taxes**

Except as expressly provided in a separately agreed and executed pricing agreement referring to this Agreement ("*Pricing Agreement*"), Customer agrees to pay our standard account and Service fees and charges in effect from time to time as billed by us. In addition, Customer agrees to pay our standard fees and charges for any requested or required special service or handling. Customer is responsible for all taxes attributable to its use of the Services or this Agreement (excluding taxes based on our employees, property or net income).

**Instructions**

Each payment order, wire transfer instruction, ACH entry, file, batch release and other message or instruction to us (an "*Instruction*") that is sent to us electronically in accordance with this Agreement or the applicable Terms and Conditions shall be considered to be an original writing and to have been signed by an Authorized Agent. Neither party will contest the

validity or enforceability of the Instructions on the ground that it was not in writing, not signed by an Authorized Agent or not an original. A valid digital signature shall, at all times, be deemed to be conclusive proof of due authorization by Customer of the communication, Instruction or document to which it relates.

#### **Our Representations and Warranties**

We represent and warrant to Customer that: (a) we are duly organized, validly existing, and in good standing in the jurisdiction in which we are organized; (b) the execution, delivery and performance by us of this Agreement has been authorized by all necessary corporate and governmental action; (c) the persons signing this Agreement on our behalf are duly authorized to do so; (d) this Agreement represents our legal, valid and binding obligation; and (e) our execution and performance of this Agreement does not and will not violate any Applicable Laws (as defined below), or entity governing documents.

We agree to provide the Services in accordance with reasonable commercial banking standards prevailing for similarly situated financial institutions.

Except as expressed elsewhere in this Agreement or in the applicable Terms and Conditions, we make no other representations or warranties, either express or implied, of any kind with respect to any Service or our performance of the Services, including, without limitation, those of merchantability and fitness for a particular purpose. No descriptions or specifications constitute representations or warranties of any kind.

#### **Customer Representations and Warranties**

Customer represents and warrants to us that: (a) Customer is duly organized, validly existing, and in good standing in the jurisdiction in which Customer is organized, and is validly qualified in any other jurisdiction where Customer does business and is required to be qualified; (b) the execution, delivery and performance by Customer of this Agreement and the Related Agreements (as defined below) have been authorized by all necessary entity and governmental action; (c) the persons signing this Agreement and the Related Agreements on

Customer's behalf are duly authorized to do so; (d) this Agreement represents Customer's legal, valid and binding obligation; (e) the execution and performance of this Agreement and the use of the Services do not and will not violate any Applicable Law, Customer's entity governing documents, or any material agreement by which Customer is bound; and (f) each transaction Customer conducts, and each account Customer has with us is conducted or maintained for a business or commercial purpose and not a personal, family or household purpose.

Customer reaffirms these representations and warranties each time it uses a Service. In addition, Customer agrees to immediately notify us if any representation or warranty made by Customer is no longer true.

#### **Security Procedures; Operating Procedures**

Establishment. Access to our Access Channels (described below) and to some of our Services is subject to Security Procedures ("*Security Procedures*"). Our Security Procedures include the use of identification codes, personal identification numbers and passwords ("*Identification Codes*"), call back protocols, tokens and other systems or procedures. The Security Procedures enable the use of the Access Channels and verify the origin of Instructions and communications sent to us. We and Customer will agree on the Security Procedures for a particular service in the set up process for that Service. The Security Procedures are not designed to detect errors in any Instruction to us. Customer is solely responsible for the accuracy and completeness of each Instruction or communication sent to us.

Verification. If we accept and act in good faith on a payment order issued to us in Customer's name and in accordance with the Security Procedures and any written agreement between Customer and us, the payment order is effective as Customer's payment order whether or not it is authorized, and Customer is bound by it. Any other Instruction communicated to us in Customer's name in compliance with the Security Procedures and all access to, and use of Services using the Security Procedures are considered authorized by Customer.

Authority. The Security Procedures are in addition to and do not limit, revoke or affect the authority of any person (whether by course of

dealing or otherwise) to transmit Instructions in Customer's name. We may continue to rely upon such authority and we are authorized to act upon Instructions received from persons acting pursuant to such authority. Customer is bound by any authorized payment order or other Instruction.

Other Procedures. In addition to the Security Procedures, we may, in our discretion, use additional procedures to verify the authenticity of Instructions communicated to us. We will not be responsible for our refusal to act upon any Instruction received that does not comply with this Agreement or the applicable Terms and Conditions, including where our reasonable efforts to verify Instructions in accordance with the Security Procedures have failed or where such action is delayed until verification can be obtained.

Safeguarding the Security Procedures. Customer agrees to (a) maintain the complete security and confidentiality of the Security Procedures, and (b) institute and use prudent procedures and practices to control access to the Services and use of the Security Procedures. Customer's failure to protect the confidentiality of the Security Procedures may enable an unauthorized person to use the Services and access Customer's accounts and data. Customer must notify us immediately if there has been a breach of its security, or any Security Procedure has been lost, stolen, misused or compromised.

Breach Incidents. We notify customers of security breach incidents involving their information in accordance with the "Federal Banking Interagency Guidance on Response Programs for Security Breaches dated March 23, 2005", as amended, and applicable state laws.

#### **Access Channels**

*Fifth Third Direct* is our internet access portal and Account Management & Payments ("*AMP*") is our internet-based suite of Services available through Fifth Third Direct. The features and options available through Fifth Third Direct and AMP (together with any other means to access our Services electronically, "*Access Channels*") are described in greater detail below and in the User Guide for these Services.

Administration. As part of the set up process for Fifth Third Direct, Customer will appoint a

person ("*Administrator*") with authority to manage Customer's use of Fifth Third Direct including the authority to: designate personnel ("*Users*"), including the Administrator, with access to some or all of the Services or Service features through Fifth Third Direct; establish approval processes and limitations (such as dollar amount and transaction type) on the User's authority for certain Services; enable the assignment of Identification Codes; and, accept and act on all communications from us regarding Fifth Third Direct and AMP.

Security Procedures. Customer's use of the Access Channels and the accessed Services are subject to Security Procedures. The Fifth Third Direct Service generates unique Identification Codes for each User. The use of Identification Codes and where applicable, Access Devices (as described below) together with any additional measures agreed to by the parties constitute the Security Procedure for the Access Channel and the Service accessed through that Access Channel.

Access Devices. Access to some Services may require the use of a security token or other security or authentication device and related software (an "*Access Device*"). Proper use of the Access Device is part of the Security Procedure for these Services. Since an Access Device facilitates access to our Services, it is critical that Customer carefully control the distribution and use of the Access Devices to ensure that they are only available to, and used by personnel authorized by Customer. The use of the Access Device is subject to any terms of use accompanying the Access Device or any required license, and may only be used as and where delivered to Customer and only for the purpose of accessing our Services. Each Access Device and the related technology, documentation and materials at all times remain our or our vendor's property.

Customer Responsibilities. In addition to using the Security Procedures, Customer agrees to: (a) institute and use reasonable measures to mitigate the risks of conducting banking transactions through the internet; (b) institute and enforce effective policies and procedures to ensure that its personnel use the Services only as authorized and within the limits of their permission or authority; (c) incorporate and use reasonable security features and technology in its computer software, hardware and systems; and (d) educate

and update itself and its employees on the proper and secure use of the internet, and the existing and emerging threats from computer viruses and attacks, email scams, cybercrimes and other attempts to gain Customer's banking information, and use reasonable efforts to address these threats.

Equipment and Software. Customer is solely responsible for having and maintaining at its expense proper functioning hardware, software, communication devices and Internet access and service necessary for use with the Access Channels.

Intellectual Property. All software related to the provision of the Access Channels, the content, pages, and other materials, and other works of authorship and material displayed or utilized in connection with the Access Channels, the names, trademarks, logos, slogans and service marks used, displayed and found on our websites, and all other intellectual property relating to the Access Channels (collectively, "*Intellectual Property*") are owned by and proprietary to us or our vendors or licensors, except as otherwise specified. No Intellectual Property may be copied, modified, disassembled, reproduced, used in any way (other than as authorized in connection with the Services) or publicly displayed, or distributed in any medium of expression without our prior written permission.

While our websites include encryption and other data protection features, Customer understands that the Internet is inherently insecure and that there is a risk that data communications and transfers will be compromised or intercepted. Except where these risks occur as the direct result of our failure use industry standard data security measures, we are not liable if these risks occur or for the use of such data by others, or if privacy is not maintained, in any case, prior to Customer establishing a secure connection to our designated portal or after properly terminating that connection.

#### **Account Management & Payments**

AMP enables Customer to manage daily cash balances, research and reconcile account activity, and initiate funds transfers. Customer may elect to enable one or more or all of the modules for Customer or a particular User. The features and options available through AMP are described in

greater detail below and in the User Guide for AMP. AMP is only available through Fifth Third Direct.

Administration. AMP is administered on behalf of Customer by the Administrator. In addition to any other authority the Administrator may have with respect to Fifth Third Direct and other Services, the Administrator has the authority with respect to AMP to:

- designate Users with authority for some or all features of AMP,
- appoint other Administrators with the authority of an Administrator,
- give us Instructions and access reports relating to AMP,
- elect to enable email Alerts as further described in this Agreement,
- elect to enable access to our ACH Service, Wire Transfer Service and account transfers between deposit accounts and commercial loan accounts ("*Funds Transfers*") and designate Users (including the Administrator) with authority to execute Funds Transfers, and
- establish approval protocols and limitations for Funds Transfers and other transactions.

AMP Administrator's Authority. Customer may authorize the Administrator to have non-functional authority (i.e., authorized only to add and administer Users) or functional authority (i.e., authority to use the Service including for Funds Transfers). In the set up process for AMP, the Administrator will have the option to require "Dual Control Administration", meaning that the approval of a second Administrator is required to verify the designation and authorization of a designated User. We recommend that Customer elect to require Dual Control Administration. We will rely on the authority of the Administrator and Users designated by the Administrator until we receive written notice of a change and we have a reasonable opportunity to act on the notice. Customer is solely responsible for the actions, instructions and decisions of the Administrator and the designated Users.

Funds Transfers. The use of our Funds Transfer Services through AMP is subject to the Security Procedures for those Services, including the use

of an Access Device. The Security Procedures include a variety of approval options, User limitations and controls which are described in greater detail in the User Guide. We recommend that Customer establish an approval protocol appropriate for Customer's particular circumstances. If Customer does not establish and require adherence to an approval protocol for Funds Transfers or if Customer selects a "no approval" option, Customer assumes the risks of all transactions that could have been prevented by requiring approval. Customer acknowledges that Customer has considered the various Security Procedures available to Customer and that the Security Procedures Customer selects are suitable for Customer for the size, type and frequency of transactions Customer will initiate. Funds Transfers involving only internal account transfers may not be subject to all of the Security Procedures for other Funds Transfers.

Account Information. Depending upon the service level Customer selects, Customer will have access to account and transaction information on a prior day or intraday basis, or both. Account information changes frequently and is subject to updating, verification and correction. We assume no responsibility for Customer's reliance on any account or Service information subsequently updated, verified or corrected.

#### **Email Alerts**

Some of our Services including AMP offer an email alerts feature. If Customer elects to use this feature, our system will send an email alert (an "Alert") to Users designated by the Administrator that an activity, status or action selected by the Administrator regarding a selected account has occurred. The Alerts feature is set up by the Administrator.

Informational Use. Alerts are provided for Customer's information and convenience only. An Alert does not constitute a bank record for the account to which it pertains. The Alerts feature is meant to assist Customer in managing Customer's accounts, but is not intended as a substitute for proper account management or regular use of our AMP and other information Services.

Delivery Risks. Alerts may be delayed or prevented by a variety of circumstances beyond our control. We do not guarantee the delivery of

any Alert. Alerts are sent via the internet without being encrypted or otherwise coded in any way. We will not be liable in any way for non-delivery, delayed or wrong delivery of an Alert, the content in an Alert, or Customer's use of, or reliance on the absence of any Alert for any purpose.

Replies. Customer is not permitted to reply to email Alerts. Any reply Customer sends will not be read or acted upon. **Customer should never respond to any request purportedly from us to provide Customer's account numbers or information, or security details such as passwords.** Any such purported request or other unusual emails purportedly part of any Service shall be reported to us immediately.

#### **Compliance**

This Agreement, the Terms and Conditions and the use and provision of our Services are subject to all applicable state, federal, local and foreign laws, rules, regulations and other laws including, without limitation, rules, regulations and operating rules and operating guidelines established by NACHA - the Electronic Payment Association ("*Operating Rules*") and any money transfer system, check clearing organization and payment clearinghouse used by us in providing the Services to Customer and the regulations and operating circulars of Federal Reserve Board (collectively, "*Applicable Law*"). Both parties agree to be bound by the Operating Rules where applicable and to comply with Applicable Law in using or providing the Services, as the case may be, including any control or sanction administered by the Office of Foreign Asset Control. Customer will not make or accept any payments in any accounts with us in connection with unlawful internet gambling.

#### **Business Continuity**

We maintain off-site business continuity capabilities designed to permit us to recover from a disaster and continue providing Services in accordance with our business continuity plan and capabilities. Our business continuity capabilities will permit the recovery from a disaster and resumption of the provision of the Service to Customer within a commercially reasonable period as dictated by the particular recovery rating of the system or application in question. A copy of a summary of the Fifth Third Bank Business Continuity Plan as in effect

from time to time will be provided to Customer upon written request.

#### **Limitation of Liability**

CUSTOMER AGREES TO THE MAXIMUM EXTENT PERMITTED BY LAW THAT IN NO EVENT WILL WE BE LIABLE OR RESPONSIBLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL (INCLUDING ATTORNEYS' FEES) PUNITIVE OR INDIRECT LOSS OR DAMAGE THAT CUSTOMER OR ANY OTHER PERSON MAY INCUR OR SUFFER IN CONNECTION WITH ANY OF THE SERVICES PROVIDED BY US, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

Customer further agrees, to the maximum extent permitted by law, that our liability to Customer arising from any Service will be limited to actual monetary damages that are the direct result of our failure to exercise reasonable care in providing the Service. Notwithstanding the foregoing, for Instructions which are subject to UCC Article 4A, we are liable only for damages required to be paid under UCC Article 4A.

#### **Indemnification Obligations**

Customer agrees to indemnify and hold us and our officers, directors, employees, affiliates, shareholders and agents harmless from and against any and all losses, liabilities, damages, actions, claims and expenses including court costs and reasonable attorneys' fees and expenses ("*Losses*") resulting directly or indirectly from, or arising in connection with: (a) Customer's breach of any of Customer's agreements, representations, warranties or covenants in this Agreement, the Terms and Conditions or any other agreement with us relating to the Services; (b) Customer's violation of Applicable Law; or, (c) Customer's use of the Services and our complying with or carrying out any Instruction or other direction given to us in accordance with this Agreement. Customer is not, however, obligated to indemnify us for any Loss directly resulting from our gross negligence or bad faith.

We agree to indemnify and defend at our own expense or settle any action brought against Customer to the extent that it is based on a claim

that Customer's use of a Service directly infringes a copyright, trademark or patent or constitutes misappropriation of a third-party trade secret, provided, however, that Customer: (a) promptly notifies us in writing of such claim; (b) has not made any admission of liability or agreed to any settlement or other material issue relating to such claim; (c) reasonably cooperates with us at our expense in the defense or settlement; and (d) gives us sole control and authority over all aspects of the defense or settlement of such claim.

#### **Recordings; Imaging Records**

Customer authorizes us (but we are not obligated) to record electronically and retain telephone conversations between Customer and us. Imaging and electronic records will be retained by us in accordance with our policies and procedures and copies of such records will be available at Customer's request and expense.

#### **Confidentiality**

Subject to Customer's duties under Applicable Law, Customer agrees to keep confidential and not disclose to any third party (other than its agents) our fees and charges, terms of Service, User Guides, software, programs and other proprietary information and systems we or our Processors provide and disclose in connection with the Services. Customer acknowledges the exclusive ownership by us or our Processors of such information, and agrees to use such information solely for purposes of using the Services.

We acknowledge that non-public information we obtain from Customer in connection with providing a Service to Customer may be confidential. We will maintain the confidentiality of such information in accordance with our normal procedures for safeguarding customer information. Notwithstanding the foregoing, we may disclose Customer's information as provided in our Fifth Third Privacy Notice for Commercial Customers.

#### **Duty to Inspect**

Information regarding transactions with the Services is reported on Customer's periodic account statement and is also available with one or more of our reporting Services or Access Channels. Customer is responsible for

monitoring its use of our Services and all activity in its accounts with us including individual transactions. Customer agrees to: (a) regularly review the account information we make available to Customer through our reporting services; (b) promptly review the account statements we send to Customer; and (c) notify us as soon as reasonably possible of any error, unauthorized transaction or other similar matter but, in any case, not more than thirty (30) calendar days after the information is so made available or sent to Customer.

Customer acknowledges that we offer a variety of tools, including positive pay, transaction controls and filters and monitoring services that can be effective in assisting Customer in reducing the incidence of fraud and other unauthorized activity in Customer's accounts. To the extent Customer chooses not to utilize such tools, Customer will be deemed to have assumed the risks of the activities that could reasonably have been prevented by the proper use of such tools.

#### **Checks and Forms**

We reserve the right to test and approve any proposed check stock, deposit slips and similar forms and documents not provided by us that Customer proposes to use. We are not responsible for any costs or delays incurred by Customer with respect to checks and other forms and documents not approved by us in advance of use.

#### **Overdrafts**

We may delay or refuse to process any item, transaction or Instruction that exceeds the amount of available funds in the account on which it is drawn or presented or would reduce the balance in such account below any required minimum balance (i.e., the item, transaction or Instruction would create an "Overdraft"). If we decide in our discretion to process an item, transaction or Instruction despite the Overdraft, Customer agrees to reimburse us upon demand for: (a) the full amount of any Overdraft or shortfall created by that item, transaction or Instruction; (b) all Overdraft fees and charges; (c) interest on the amount of the Overdraft or shortfall for the day the Overdraft or shortfall was created and for each following day until the Overdraft or shortfall has been paid or restored; and (d) all Losses we incur in collecting from

Customer the Overdraft, or any fees, charges or interest relating to it.

#### **Transaction Limits**

If we in good faith determine that providing any Service to Customer will result in unacceptable credit exposure or other risk to us, or will cause us to violate any Applicable Law, we may, without prior notice, limit Customer's transaction volume or dollar amounts, refuse to execute transactions, or terminate that Service to Customer. In addition, we may restrict or limit the types of Instructions Customer may send to us for processing or execution. We will, to the extent not restricted by law, promptly communicate our decisions regarding such restrictions to Customer. Customer agrees to provide us, upon our request from time to time, with such financial information and statements and other documentation as we reasonably determine to be necessary or appropriate to enable us to evaluate our exposure or risk.

Except as expressly provided in the applicable Terms and Conditions, nothing in this Agreement requires us to extend any credit, provisional or otherwise, even if we have done so in the past.

#### **Limited Audit**

General. We reserve the right for ourselves and our regulatory authorities to audit, inspect and, if warranted, test Customer's equipment, IT infrastructure, workflow and processes, and security policies and procedures relating to a Service (collectively, "Processes") and Customer's books and records relating to the origination of payment orders to us. Customer agrees to reasonably cooperate with us and make its facilities, Processes and all relevant records, reports, information and personnel relating to the Processes and the origination of payment orders available to us.

Limitations. The purpose of any audit we may conduct is limited to assessing the security and compliance with applicable standards of the Processes in connection with Customer's use of our Services and, with respect to payment orders, to assess Customer's compliance with Applicable Law including the Operating Rules. We will not exercise this right except to the extent required by our regulatory authorities or we are made aware of actual or potential

incidents of material weaknesses or security breaches in the Processes relating to the Service or a violation of Applicable Law. If we desire to conduct an audit, we will give Customer at least five (5) days' advance notice, conduct the audit only during business hours and strive to avoid any disruption or interference with Customer's operations. The results of any audit or the fact that we do not conduct an audit are not to be taken as an assessment of the Processes or Customer's compliance with any standards including Applicable Law. We and Customer will each bear our own costs in connection with the audit.

Confidentiality. We will keep confidential the information Customer provides us in connection with the audit, as well as the results and our findings with respect to the audit, except to the extent disclosure is required by our regulatory authorities or Applicable Law or legal process. We will not seek access to any information Customer is prohibited by law or contract from providing or making available to us, including personal financial and other confidential or protected information of its customers.

Recommendations. If, as a result of an audit, we make a material recommendation relating to Processes and Customer fails to institute any such recommendation, we have the right to terminate or suspend each affected Service pending satisfactory resolution of the circumstances giving rise to the recommendation.

#### **Processors**

Customer acknowledges and agrees that we may arrange for certain or all of the aspects of the Services including software and processing to be performed or provided by third-party processors expressly engaged by us ("*Processors*"). To the extent we have engaged a Processor, we are responsible for the aspects of the Service provided by them.

#### **FTPS**

If Customer is using the services of Fifth Third Processing Solutions, LLC (including its successors, "*FTPS*"), Customer understands that FTPS is no longer a division of us and is a separate, independent legal entity. Customer acknowledges and agrees that FTPS is not our Processor and that we are not responsible for the

actions or obligations of FTPS, or any agent or vendor engaged or used by FTPS.

#### **Vendors**

Any third party service or vendor used by Customer in connection with the Services ("*Vendor*") is Customer's agent and not ours, and Customer will be liable and solely responsible for: (a) any Vendor's failure to comply with this Agreement, the Terms and Conditions or any Security Procedures or operating requirements relating to the Services; and (b) all fees, costs and expenses owed to each Vendor for its services.

#### **Use of System**

If a Service involves the use of software, hardware, processing, or databases provided by or through us or a Processor to Customer (a "*System*"), we or the System vendor may require Customer to execute a license or other agreement to use or acquire the System. Customer agrees to treat the System as strictly confidential at all times. Customer is solely responsible for the use or misuse of the System and assumes the risk of all consequences of the use or misuse of the System by Customer, its personnel or third parties (other than us and our personnel).

#### **Setoff**

Customer grants us a contractual right of setoff against Customer's deposits and funds in Customer's accounts with us at any time in order to satisfy any unpaid or unperformed obligation to us under this Agreement, now or at any time in the future. We may exercise our right of setoff without demand or notice, and without recourse to any other collateral. Our rights as described above are limited to the extent of limitations and restrictions imposed by Applicable Law.

#### **Force Majeure**

Neither party shall be responsible, and neither shall incur any liability to the other, for any failure, error, malfunction or any delay in carrying out any of its obligations under this Agreement directly resulting from causes beyond such party's reasonable control, including without limitation, fire, casualty, lockout, strike, unavoidable accident, act of God, act of terrorism, riot, war or the enactment, issuance or

operation of any adverse governmental law, ruling, regulation, order or decree, or an emergency that prevents such party from operating normally; provided, however, that Customer shall not be relieved of its responsibility for timely performance of any of its payment obligations to us.

#### Termination

Either party may terminate this Agreement or any Service at any time by giving 30 days' prior written notice of termination to the other party. We may terminate or suspend immediately any Service without notice to Customer if Customer fails to maintain sufficient available funds in any account maintained for such Service. In addition, we may terminate this Agreement or terminate or suspend any Service immediately upon notice to Customer if: (a) Customer closes any account established in connection with the Services without establishing a replacement account; (b) Customer breaches a material obligation under this Agreement, any Applicable Law or any other agreement with us; (c) Customer becomes insolvent, is placed in receivership or is adjudicated bankrupt or Customer becomes subject to any voluntary or involuntary bankruptcy proceeding or any assignment for the benefit of its creditors; (d) Customer's financial condition has become impaired in our good faith opinion; or (e) the continued provision of Services in accordance with the terms of this Agreement would, in our good faith opinion, violate Applicable Law or subject us to an unacceptable risk of loss.

Upon any termination of this Agreement, Customer shall: (a) promptly pay to us all sums due or to become due under this Agreement; (b) return immediately to us at Customer's expense, the System (if applicable), and all related materials, and all copies and reproductions thereof, whether written or in magnetic media and whether received from us or otherwise and shall pay us for any damages to any such materials (ordinary wear and tear excepted); and (c) have no further right to make use of the System or the Services.

Termination of a Service or this Agreement does not relieve or excuse Customer's payment obligations for any Services that we provide to Customer before or after the Service or this Agreement is terminated, nor does it release Customer or us from any of our respective

obligations that arose or became effective prior to such termination. In addition, all provisions of this Agreement relating to the parties' warranties, representations, confidentiality or non-disclosure obligations, proprietary rights, limitation of liability and indemnification shall survive the termination of a Service or this Agreement.

#### Entire Agreement

This Agreement, together with the Terms and Conditions, any applicable User Guide, the Service Requests, the signature card, Pricing Agreement, account fees, terms of use and any resolution or other document establishing Customer's authority to engage in the Services and open accounts with us (collectively, the "*Related Agreements*") constitutes the complete and exclusive statement of the agreement between the parties with respect to the Services and supersedes any prior or contemporaneous agreements between the parties with respect to such Services. If there is a conflict between this Agreement and the Terms and Conditions, the Terms and Conditions shall prevail to the extent necessary to resolve the conflict. Nothing in this Agreement confers a right or benefit on any person or entity other than us and Customer except for our Processors.

#### Amendment

This Agreement and the Terms and Conditions may be modified by a written agreement executed and signed by the parties. We may, however, modify the Terms and Conditions by giving Customer thirty (30) calendar days' prior written notice. If Customer continues to use the affected Service after the expiration of the thirty-day period or a later effective date specified in such notice, Customer is bound by the Terms and Conditions as so modified.

Notwithstanding the foregoing, if a modification to this Agreement or the Terms and Conditions is required by or under Applicable Law or by a regulatory authority with jurisdiction over us or is, in our good faith opinion, necessary to preserve or enhance the security of a Service, we may modify this Agreement or the Terms and Conditions by giving Customer notice of the modification by any means permitted by Applicable Law, and the modification will be effective immediately upon us giving such notice.

### Assignment

Customer may not sell, assign or transfer, or grant a security interest in any of its rights or obligations under this Agreement without our prior written consent. We may assign our rights and obligations under this Agreement in whole or in part without Customer's consent (a) pursuant to, or in connection with any merger, consolidation or amalgamation involving us or our parent company, or the sale or transfer of all or substantially all of our assets or stock, or (b) in connection with the sale or other disposition involving a line of our business to which this Agreement relates. We will use reasonable efforts to notify Customer of any such assignment.

### Governing Law; Venue

This Agreement shall be construed in accordance with, and governed by the laws of the State of Ohio. Customer irrevocably submits to the nonexclusive jurisdiction of the courts of the state and federal courts in Ohio and agrees that any legal action or proceeding with respect to this Agreement may be commenced in such courts.

### Waiver of Jury Trial

Customer agrees that any suit, action or proceeding, whether as part of a claim or counterclaim, brought or instituted by Customer on or with respect to this Agreement or any event, transaction or occurrence arising out of or in any way connected with this Agreement shall be tried only by a court and not by a jury. CUSTOMER EXPRESSLY, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING.

### Miscellaneous

Notices. Except as otherwise specifically provided in the Terms and Conditions or User Guide with respect to a particular Service, all notices and other communications by either party relating to this Agreement or the Services shall be given promptly in writing or electronic medium and shall be effective either on the date it is actually received or five (5) days after it is mailed, sent by courier, transmitted or posted, whichever is earlier. The address to which all

notices (other than notices given electronically as permitted in this Agreement) concerning this Agreement or a Service shall be sent to Customer at that address we have in our records with respect to this Agreement or that Service, respectively. The address for notice to us will be as we specify to Customer in writing.

Counterparts. The Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument.

Severability. If performance of Services in accordance with the terms of this Agreement would result in a violation of any Applicable Law or governmental policy to which we are subject, then this Agreement and any Related Agreement shall be deemed amended to the degree necessary to comply with such Applicable Law, and we shall incur no liability to Customer as a result of such violation or amendment. If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision shall be valid, legal and enforceable to the maximum extent permitted by such holding and the validity, legality, or enforceability of the other provisions of this Agreement will not be affected or impaired by such holding.

Headings. Headings are for reference purposes only and are not part of this Agreement.

Waiver. No party's failure or delay in exercising any right or remedy under this Agreement will operate as a waiver of such right or remedy, nor shall any waiver by either party of any breach of the other party's obligations under this Agreement operate as a waiver of any prior, current or subsequent breach. No waiver will be effective unless made in writing.

### Subsidiaries

By executing this Agreement, Customer, each "Subsidiary" of Customer listed below (if any), and we agree that each such Subsidiary shall have all of the rights and obligations of, and shall for all purposes be a party under this Agreement as "Customer". Each Subsidiary will be deemed to make to us all representations and warranties of, and will be subject to and undertake all obligations as "Customer" under this Agreement and the Related Agreements.

Customer represents and warrants to us that Customer (or another Subsidiary) owns a majority of the outstanding shares or equity interests of each such Subsidiary.

Each Subsidiary acknowledges and agrees that it is responsible for the payment of fees or maintenance of required balances for the Services that it receives from us, and for all obligations and liabilities it incurs.

Customer unconditionally guarantees to us the full and prompt payment and performance by the Subsidiaries of all obligations they or any of them may incur under this Agreement or the Related Agreements.

Customer represents and warrants to us that all transfers and commingling of funds, if any between or among Customer and any Subsidiary whether or not listed (the "Group") in connection with any Service are supported by adequate consideration between and among the members of the Group and have been duly authorized by all necessary entity and governing body action on the part of each member of the Group. These representations and warranties shall be continuing while we are providing the Service. Customer agrees to provide to us upon our reasonable request adequate documentary evidence of such authorization from each member of the Group.

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\*\*\*SIGNATURE PAGE FOLLOWS\*\*\*

SIGNATURE PAGE TO MASTER TREASURY MANAGEMENT AGREEMENT

CUSTOMER NAME:

FIFTH THIRD BANK

\_\_\_\_\_

Tax ID: \_\_\_\_\_

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Print title: \_\_\_\_\_

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Print title: \_\_\_\_\_

DATE: \_\_\_\_\_

NOTE: If required by resolution, second officer of Customer must sign below

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Print title: \_\_\_\_\_

Signing as a duly authorized officer or agent of each of the Subsidiaries listed below:

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Print title: \_\_\_\_\_

This Agreement includes the following Subsidiaries:

Subsidiary Name:

Tax ID No.:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ADDENDUM

This Addendum is made this \_\_\_\_\_ day of October, 2011, by and between Fifth Third Bank ("Fifth Third") and the City of Elmhurst, Illinois (the "City"); and

WHEREAS, the City desires to contract with Fifth Third for banking services and proposes to enter into a Master Treasury Management Agreement (the "Agreement") to be dated evenly therewith and desires to amend the Agreement by the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Agreement and this Addendum, Fifth Third and the City agree that the Agreement shall be amended and supplemented as follows:

1. The Fifth Third Response to Request for Proposals for Banking Services dated April 29, 2011, as supplemented by an email addendum to the City dated August 18, 2011, (the "Response") is hereby incorporated herein and made a part hereof. In the event there is a conflict between the terms of the Agreement and the terms of the Response, the terms of the Response shall control.

2. a. The first two sentences of the paragraph of the Agreement entitled "Fees and Taxes" are hereby deleted in their entirety.

b. Fifth Third and the City agree to the banking service charges set forth in the Response and such banking service charges shall remain fixed during the term of the Agreement. Adjustments to the per item charges during the term of the Agreement shall only be allowed in accordance with the following conditions: the per item charge will change only for corresponding adjustments in the Federal Reserve System's Fee Schedules, on or after the effective date of adjustment; the changes in the Federal Reserve Fee Schedules must be final

and not proposed; and Fifth Third shall provide the Finance Director with a copy of the Federal Reserve System's notification supporting the adjustment.

3. The paragraph of the Agreement entitled "Termination" shall be amended by deleting therefrom "30" and inserting therefore "90".

4. The term of the Agreement shall be four (4) years commencing upon the date it is executed by Fifth Third.

5. Certifications. Fifth Third certifies that Fifth Third, its shareholders holding more than five percent (5%) of the outstanding shares of Fifth Third, its officers and directors:

- a. are not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- b. are not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
- c. are in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, Fifth Third may be declared ineligible for future agreements with the Village, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation;
- d. are in compliance with equal employment opportunities and that during the performance of this Agreement:
  - 1) That Fifth Third will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that Fifth Third will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
  - 2) That, if Fifth Third hires additional employees in order to perform this Agreement or any portion of this Agreement, Fifth Third will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and

women in the areas from which Fifth Third may reasonably recruit and Fifth Third hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

- 3) That, in all solicitations or advertisements for employees placed by Fifth Third or on its behalf, Fifth Third will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.
- 4) That Fifth Third will send to each labor organization or representative of workers with which Fifth Third has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of Fifth Third's obligations under the Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with Fifth Third in its efforts to comply with the Act and Rules and Regulations, Fifth Third will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the Agreement.
- 5) That Fifth Third will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and the Department's Rules and Regulations.
- 6) That Fifth Third will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.
- 7) That Fifth Third will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the Agreement obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Agreement, Fifth Third will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, Fifth Third will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations;

- e. are in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy;
- f. are in compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:
  - (1) Publishing a statement:
    - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in Fifth Third's workplace.
    - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
    - (c) Notifying the employee that, as a condition of employment on such Agreement, the employee will:
      - (i) abide by the terms of the statement; and
      - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
  - (2) Establishing a drug-free awareness program to inform employees about:
    - (a) the dangers of drug abuse in the workplace;
    - (b) Fifth Third policy of maintaining a drug-free workplace;
    - (c) any available drug counseling, rehabilitation, and employee assistance program; and
    - (d) the penalties that may be imposed upon employees for drug violations.
  - (3) Making it a requirement to give a copy of the statement required by subparagraph f.(1) to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.
  - (4) Notifying the Village within ten (10) days after receiving notice under Subparagraph f.(1)(c) (ii) from any employee or otherwise receiving actual notice of such conviction.

- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;

g. that during the performance of this Agreement Fifth Third will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities' means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise; Fifth Third (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that Fifth Third will retain such certifications in its files;

h. 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 any interest in Fifth Third; or, if Fifth Third'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 Fifth Third, 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 Fifth Third, Fifth Third has disclosed to the City in writing the name(s) of the holder of such interest;

i. that 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 Fifth Third in violation of the Elmhurst City Code;

- j. that Fifth Third 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 the Elmhurst City Code;
- k. that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that Fifth Third and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person;
- l. shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*).

6. The remaining terms and provisions of the Agreement are in full force and effect

and are not amended, altered or modified by this Addendum.

CITY OF ELMHURST

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

FIFTH THIRD BANK

By: \_\_\_\_\_

Its: \_\_\_\_\_

## COUNCIL ACTION SUMMARY

SUBJECT: A Resolution Approving and Authorizing the Execution of a Master Treasury Management Agreement and Addendum by and Between Fifth Third Bank and the City of Elmhurst, DuPage and Cook Counties, Illinois

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

DESCRIPTION OF SUBJECT MATTER:

The City distributed a Request for Proposal for Banking Services to 17 financial institutions with facilities within the City. Seven financial institutions responded to the Request for Proposal. City staff analyzed and evaluated all submitted proposals for banking services and recommended to the Finance, Council Affairs and Administrative Services Committee that the City accept the proposal for banking services from Fifth Third Bank. The Committee concurred with the staff's recommendation and issued a written report to the City Council recommending that the City accept the proposal for banking services from Fifth Third Bank. The attached resolution accepts the banking services proposal from Fifth Third Bank and authorizes the City to enter into a Master Treasury Management Agreement and Addendum with Fifth Third Bank. It is recommended that the attached resolution be approved.

R- 50 - 2011

**A RESOLUTION APPROVING AND AUTHORIZING  
THE EXECUTION OF A LEASE  
BY AND BETWEEN  
PETER THOMAS D/B/A PILOT PETE'S  
AND THE CITY OF ELMHURST**

**WHEREAS**, Peter Thomas d/b/a Pilot Pete's (hereinafter "Lessee") wishes to lease approximately 130.5 square feet of retail area within the public waiting area of the Elmhurst Metra Station (the "Premises") for the operation of a coffee shop; and

**WHEREAS**, the corporate authorities of the City of Elmhurst (hereinafter the "City") have determined that it is advisable, necessary and in the public interest to lease the Premises; and

**WHEREAS**, the Lessee and the City have agreed to enter into a one-year lease agreement with rider (hereinafter the "Store Lease") for the Premises, a copy of which is attached hereto as Exhibit "A" and made a part hereof.

**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 hereby incorporated as part of this Resolution.

**Section 2:** The Store Lease by and between Peter Thomas d/b/a Pilot Pete's and the City of Elmhurst, 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 Store Lease 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

**STORE LEASE**

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

Above Space for Recorder's use only

<b>TERM OF LEASE</b>		
<b>BEGINNING ENDING</b>		
November 14, 2011	November 13, 2012	
<b>MONTHLY RENT</b>	<b>DATE OF LEASE</b>	<b>LOCATION OF PREMISES</b>
\$1,200.00	November 14, 2011	Approximately 130.5 sq. ft., retail area within the public waiting area of the Elmhurst Metra Station, Elmhurst, Illinois.
<b>PURPOSE</b>		
Coffee Shop		

**LESSEE**

**LESSOR**

**NAME** Peter Thomas d/b/a  
Pilot Pete's

**NAME** City of Elmhurst

**ADDRESS** 5632 Hawthorne Avenue

**ADDRESS** 209 South York Street

**CITY** Berkeley, Illinois 60163

**CITY** Elmhurst, Illinois 60126

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

## LEASE COVENANTS AND AGREEMENTS

**1. RENT.** Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing.

**2. WATER, GAS AND ELECTRIC CHARGES.** Lessor will provide all utilities including water, gas and electric light and power, at no charge to the Lessee.

**3. SUBLETTING; ASSIGNMENT.** The Premises shall not be sublet in whole or in part to any person other than Lessee, and Lessee shall not assign this lease without, in each case, the consent in writing of Lessor first had and obtained; nor permit to take place by any act or default of himself or any person within his control any transfer by operation of law of Lessee's interest created hereby; nor offer for lease or sublease the Premises, nor any portion thereof, by placing notices or signs of "To Let," or any other similar sign or notice in any place, nor by advertising the same in any newspaper or place or manner whatsoever without, in each case, the consent in writing of Lessor first had and obtained. If Lessee, or anyone or more of the Lessees, if there be more than one, shall make an assignment for the benefit of creditors, or shall be adjudged a bankrupt, Lessor may terminate this lease, and in such event Lessee shall at once pay Lessor a sum of money equal to the entire amount of rent reserved by this lease for the then unexpired portion of the term hereby created, as liquidated damages.

**4. LESSEE NOT TO MISUSE.** Lessee will not permit any unlawful or immoral practice, with or without his knowledge or consent, to be committed or carried on in the Premises by himself or by any other person. Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified. Lessee will not keep or use or permit to be kept or used in or on the Premises or any place contiguous thereto any flammable fluids or explosives, without the written permission of Lessor first had and obtained. Lessee will not load floors beyond the floor load rating prescribed by applicable municipal ordinances. Lessee will not use or allow the use of the Premises for any purpose whatsoever that will injure the reputation of the Premises or of the building of which they are a part.

**5. CONDITION ON POSSESSION.** Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof, and no agreements or promises to decorate, alter, repair or improve the Premises, have been made by Lessor or his agent prior to or at the execution of this lease that are not herein expressed.

**6. REPAIRS AND MAINTENANCE.** Lessee shall keep the Premises and appurtenances thereto in a clean, sightly and healthy condition, and in good repair, all according to the statutes and ordinances in such cases made and provided, and the directions of public officers thereunto duly

authorized, all at his own expense, and shall yield the same back to Lessor upon the termination of this lease, whether such termination shall occur by expiration of the term, or in any other manner whatsoever, in the same condition of cleanliness, repair and sightliness as at the date of the execution hereof, loss by fire and reasonable wear and tear excepted. Lessee shall make all necessary repairs and renewals upon Premises and replace broken globes, glass and fixtures with material of the same size and quality as that broken and shall insure all glass in windows and doors of the Premises at his own expense, If, however, the Premises shall not thus be kept in good repair and in a clean, sightly and healthy condition by Lessee, as aforesaid, Lessor may enter the same, himself or by his agents, servants or employees, without such entering causing or constituting a termination of this lease or an interference with the possession of the Premises by Lessee, and Lessor may replace the same in the same condition of repair, sightliness, healthiness and cleanliness as existed at the date of execution hereof, and Lessee agrees to pay Lessor, in addition to the rent hereby reserved, the expenses of Lessor in thus replacing the Premises in that condition, Lessee shall not cause or permit any waste, misuse or neglect of the water, or of the water, gas or electric fixtures.

**7. ACCESS TO PREMISES.** Lessee shall allow Lessor or any person authorized by Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any repairs or alterations thereof which Lessor may see fit to make, and Lessee will allow Lessor to have placed upon the Premises at all times notices of "For Sale" and "For Rent," and Lessee will not interfere with the same.

**8. NON-LIABILITY OF LESSOR.** Except as provided by Illinois statute, Lessor shall not be liable to Lessee for any damage or injury to him or his property occasioned by the failure of Lessor to keep the Premises in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises or the building of which they are a part nor from the escape of steam or hot water from any radiator, it being agreed that said radiators are under the control of Lessee, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door, stairs, walks or any other place upon or near the Premises, or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster or stucco, nor for any damage or injury arising from any act, omission or negligence of co-tenants or of other persons, occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Lessor's agents or Lessor himself, all claims for any such damage or injury being hereby expressly waived by Lessee.

**9. RESTRICTIONS (SIGNS, ALTERATIONS, FIXTURES).** Lessee shall not attach, affix or exhibit or permit to be attached, affixed or exhibited, except by Lessor or his agent, any articles of permanent character or any sign, attached or detached, with any writing or printing thereon, to

any window, floor, ceiling, door or wall in any place in or about the Premises, or upon any of the appurtenances thereto, without in each case the written consent of Lessor first had and obtained; and shall not commit or suffer any waste in or about said premises; and shall make no changes or alterations in the Premises by the erection of partitions or the papering of walls, or otherwise, without the consent in writing of Lessor; and in case Lessee shall affix additional locks or bolts on doors or window, or shall place in the Premises lighting fixtures or any fixtures of any kind, without the consent of Lessor first had and obtained, such locks, bolts and fixtures shall remain for the benefit of Lessor, and without expense of removal or maintenance to Lessor. Lessor shall have the privilege of retaining the same if he desires. If he does not desire to retain the same, he may remove and store the same, and Lessee agrees to pay the expense of removal and storage thereof. The provisions of this paragraph shall not however apply to Lessee's trade fixtures, equipment and movable furniture.

**10. HEAT.** Where building is equipped for the purpose, Lessor shall furnish to Lessee a reasonable amount of heat, from October 1st to May 1st, whenever in Lessor's judgment necessary for comfortable use of the Premises, during customary business hours (excluding Sundays and holidays), but not earlier than 8 a.m. nor later than 6 p.m. unless specifically stated herein. Lessor does not warrant that heating service will be free from interruptions caused by strike, accident or other cause beyond the reasonable control of Lessor, or by renewal or repair of the heating apparatus in the building. Any such interruption shall not be deemed an eviction or disturbance of Lessee's use and possession of Premises, nor render Lessor liable to Lessee in damages. All claims against Lessor for injury or damage arising from failure to furnish heat are hereby expressly waived by Lessee.

**11. FIRE AND CASUALTY.** In case the Premises shall be rendered untenable by fire, explosion or other casualty, Lessor may, at his option, terminate this lease or repair the Premises within sixty days. If Lessor does not repair the Premises within said time, or the building containing the Premises shall have been wholly destroyed, the term hereby created shall cease and terminate.

**12. TERMINATION; HOLDING OVER.** At the termination of the term of this lease, by lapse of time or otherwise, Lessee will yield up immediate possession of the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will return the keys therefor to Lessor at the place of payment of rent. If Lessee retains possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then Lessor may at its option within thirty days after termination of the term serve written notice upon Lessee that such holding over constitutes either (a) renewal of this lease for one year, and from year to year thereafter, at double the rental (computed on an annual basis) specified in Section 1, or (b) creation of a month to month tenancy, upon the terms of this lease except at double the monthly rental specified in Section 1, or (c) creation of a tenancy at sufferance, at a rental of \$50.00 dollars per day, for the time Lessee remains in possession. If no such written notice is served then a tenancy at sufferance with rental as stated at (c) shall have been created. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee. The

provisions of this paragraph shall not constitute a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall receipt of any rent or any other act in apparent affirmance of tenancy operate as a waiver of the right to terminate this lease for a breach of any of the covenants herein.

**13. LESSOR'S REMEDIES.** If Lessee shall vacate or abandon the Premises or permit the same to remain vacant or unoccupied for a period of ten days, or in case of the non-payment of the rent reserved hereby, or any part thereof, or of the breach of any covenant in this lease contained. Lessee's right to the possession of the Premises thereupon shall terminate with or (to the extent permitted by law) without any notice or demand whatsoever, and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of the Premises; and if the Lessor so elects, but not otherwise, and with or without notice of such election or any notice or demand whatsoever, this lease shall thereupon terminate, and upon the termination or Lessee's right of possession, as aforesaid, whether this lease be terminated or not, Lessee agrees to surrender possession of the Premises, immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the Premises whatsoever, and hereby grants to Lessor full and free license to enter into and upon the Premises or any part thereof, to take possession thereof with or (to the extent permitted by law) without process of law, and to expel and to remove Lessee or any other person who may be occupying the Premises or any part thereof, and Lessor may use such force in and about expelling and removing Lessee and other persons as may reasonably be necessary, and Lessor may re-possess himself of the Premises as of his former estate, but such entry of the Premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue thereof, nor a waiver of any covenant, agreement or promise in this lease contained, to be performed by Lessee. Lessee hereby waives all notice of any election made by Lessor hereunder, demand for rent, notice to quit, demand for possession, and any and all notices and demand whatsoever, of any and every nature, which mayor shall be required by any statute of this state relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or by the common law, during the term of this lease or any extension thereof. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of Lessor's rights to act without notice or demand or of any other right hereby given Lessor, or as an election not to proceed under the provisions of this lease.

**14. RIGHT TO RELET.** If Lessee's right to the possession of the Premises shall be terminated in any way, the Premises, or any part thereof, may, but need not (except as provided by Illinois statute), be relet by Lessor, for the account and benefit of Lessee, for such rent and upon such terms and to such person or persons and for such period or periods as may seem fit to the Lessor, but Lessor shall not be required to accept or receive any tenant offered by Lessee, nor to do any act whatsoever or exercise any diligence whatsoever, in or about the procuring of any care or diligence by Lessor in the reletting thereof; and if a sufficient sum shall not be received from such reletting

to satisfy the rent hereby reserved, after paying the expenses of reletting and collection, including commissions to agents, and including also expenses of redecorating. Lessee agrees to pay and satisfy all deficiency; but the acceptance of a tenant by Lessor, in place of Lessee, shall not operate as a cancellation hereof, nor to release Lessee from the performance of any covenant, promise or agreement herein contained, and performance by any substituted tenant by the payment of rent, or otherwise, shall constitute only satisfaction pro tanto of the obligations of Lessee arising hereunder.

**15. COSTS AND FEES.** Lessee shall pay upon demand all Lessor's costs, charges and expenses, including fees of attorneys, agents and others retained by Lessor, incurred in enforcing any of the

obligations of Lessee under this lease or in any litigation, negotiation or transaction in which Lessor shall, without Lessor's fault, become involved through or on account of this lease.

**16. LESSOR'S LIEN.** Lessor shall have a first lien upon the interest of Lessee under this lease, to secure the payment of all moneys due under this lease, which lien may be foreclosed in equity at any time when money is overdue under this lease; and the Lessor shall be entitled to name a receiver of said leasehold interest, to be appointed in any such foreclosure proceeding, who shall take possession of said premises and who may relet the same under the orders of the court appointing him.

**17. REMOVAL OF OTHER LIENS.** In event any lien upon Lessor's title results from any act or neglect of Lessee, and Lessee fails to remove said lien within ten days after Lessor's notice to do so, Lessor may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof, and Lessee shall pay Lessor upon request the amount paid out by Lessor in such behalf, including Lessor's costs, expenses and counsel fees.

**18. REMEDIES NOT EXCLUSIVE.** The obligation of Lessee to pay the rent reserved hereby during the balance of the term hereof, or during any extension hereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in paragraph 16 hereof be deemed to be waived or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the Premises. The Lessor may collect and receive any rent due from Lessee, and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.

**19. NOTICES.** Notices may be served on either party, at the respective addresses given at the beginning of this lease, either (a) by delivering or causing to be delivered a written copy thereof, or (b) by sending a written copy thereof by United States certified or registered mail, postage

prepaid, addressed to Lessor or Lessee at said respective addresses in which event the notice shall be deemed to have been served at the time the copy is mailed.

**20. MISCELLANEOUS.**

(a) Provisions typed on this lease and all riders attached to this lease and signed by Lessor and Lessee are hereby made a part of this lease.

(b) Lessee shall keep and observe such reasonable rules and regulations now or hereafter required by Lessor, which may be necessary for the proper and orderly care of the building of which the Premises are a part (c) All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

(d) The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

(e) The words "Lessor" and "Lessee" wherever used in this lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed.

**21. SEVERABILITY.** If any clause, phrase, provision or portion of this lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.

LESSEE:

LESSOR:

PETER THOMAS d/b/a  
PILOT PETE'S

CITY OF ELMHURST

By: \_\_\_\_\_ (SEAL)

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

ATTEST:

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

**ASSIGNMENT BY LESSOR**

On this \_\_\_\_\_, 20\_\_\_\_, for value received, Lessor hereby transfers, assigns and sets over to \_\_\_\_\_, all right, title and interest in and to the above Lease and the rent thereby reserved, except rent due and payable prior to \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_(SEAL) \_\_\_\_\_(SEAL)  
\_\_\_\_\_(SEAL) \_\_\_\_\_(SEAL)

**GUARANTEE**

On this \_\_\_\_\_, 20\_\_\_\_, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Lessee, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above Lease.

\_\_\_\_\_(SEAL) \_\_\_\_\_(SEAL)  
\_\_\_\_\_(SEAL) \_\_\_\_\_(SEAL)

State of Illinois )  
 ) ss  
County of \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ personally known to me to be the same person \_ whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that \_ he \_ signed, sealed and delivered the said instrument as \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of right of homestead.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Commission expires \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

This document was prepared by:  
Storino, Ramello & Durkin, 9501 West Devon Avenue, Suite 800, Rosemont, IL 60018

Mail to: Storino, Ramello & Durkin, 9501 West Devon Avenue, Suite 800, Rosemont, IL 60018  
Legal Description:

Permanent Real Estate Index Number(s) \_\_\_\_\_

Address(es) of Real Estate: \_\_\_\_\_

## RIDER

This Rider 1, attached to and made part of that certain lease dated November 14, 2011, by and between the City of Elmhurst ("Lessor") and Peter Thomas d/b/a Pilot Pete's ("Lessee") (known collectively as the "Parties" and individually as "Party") for a portion of the premises known as the Elmhurst Metra Station, Elmhurst; Illinois.

In the event the terms of this Rider and the Store Lease shall conflict, the terms of this Rider shall control.

1. **SUBLEASE.** The Parties acknowledge that Lessor is the lessee of the property which is the subject of this Lease under a lease agreement with the Union Pacific Railroad - as successor to the Chicago and Northwestern Transportation Company ("UP"). Wherever in this lease agreement the Parties are referred to as "Lessor" and "Lessee," such terms shall be construed to mean "Sublessor" and "Sublessee" and wherever in this lease agreement the term "Lease" appears, with respect to the Parties, such term shall be construed to mean "sublease." This sublease is subject to Sublessor's lease with the UP. In the event Sublessor's lease with the UP is terminated for any reason; this sublease shall likewise terminate and Sublessor' shall have no further duties hereunder.
2. **THE PREMISES.** The premises which is the subject of this sublease is that portion of the Elmhurst Metra Station situated adjacent to the UP ballasted railroad right-of-way, north of First Street, between York Street and Addison Avenue, City of Elmhurst, County of DuPage, State of Illinois, shown outlined in yellow on Appendix "A," attached hereto and made part hereof. The premises consist of a 14.5 foot by 9.0 foot (130.5 square feet) area walled off within the public waiting area of the Elmhurst Metra Station.
3. **USE OF PREMISES.** The premises shall be used only for the operation of a coffee shop. Included within such use shall be the sale of the following items:
  - a) coffee, tea, milk, soft drinks, pastries, fresh fruits and prepackaged foodstuffs;
  - b) newspapers, magazines, periodicals;
  - c) such other items as approved by the City of Elmhurst.

In no event shall Sublessee display, sell or offer for sale books, magazines, periodicals, or other printed matter, and/or photographs, films, motion pictures, video cassettes, slides, tapes, records or other forms of visual or audio representations which are distinguished or characterized by their emphasis on matter depicting, describing or relating to Specified Sexual Activities or Specified Anatomical Areas, as those terms are defined in the ordinances of the City of Elmhurst.

In consideration of continued punctual payment of said above-mentioned rent, . Lessee is hereby granted, during the duration of this lease, an exclusive license to operate the aforesaid coffee/concession shop within said premises.

4. **TAXES.**

(a) Sublessee shall pay all real estate taxes or other charges applicable to or assessed against the Sublessee, the premises, the business conducted thereon, and the improvements placed thereon for the term of this sublease even though such taxes or charges may not become due and payable until after the expiration or termination of this sublease. The general taxes for the year in which the term of this sublease commences shall be prorated from January 1st to the date of the term this sublease commences. If Sublessor shall terminate this sublease during the term hereof for any reason, the general taxes for the year in which the sublease is so terminated shall be prorated from January 1st to the date' on which Sublessee shall deliver possession of the premises to Sublessor. If Sublessee shall terminate this sublease during the term hereof for any reason, the general taxes for the full year in which the sublease is so terminated shall be paid by the sublessee. Final tax payments will be computed on the latest ascertainable tax information.

(b) If any such taxes or charges shall have been paid by Sublessor, Sublessee agrees to reimburse Sublessor within twenty (20) days after presentation of a bill therefor with appropriate prorations. In default of such reimbursements, all sums so paid by Sublessor shall be deemed an addition to rent and recoverable as such.

5. **ALTERATIONS; PAINTING.** Sublessee shall not post, paint or place, or permit others to post, paint, or place, on the premises any advertisement or sign without first obtaining Sublessor's written permission.

6. **RIGHTS OF OTHER PARTIES.** Sublessee accepts the premises subject to rights of any party, including Lessor and Sublessor, in and to any existing conduits, sewers, waterlines, gas lines, power lines, drainage facilities, telephone, telegraph or other wires, and utilities or facilities of any kind whatsoever, whether or not of record. Should it at any time become necessary to relocate any of same by reason of this sublease Sublessee shall bear and pay the cost of doing so.

7. **NO QUIET ENJOYMENT.** Sublessor makes no covenant for quiet enjoyment of the premises. Sublessee assumes any damages Sublessee may sustain as a result of; or in connection with, any want or failure at any time of Lessors or Sublessor's title or interest, if any, to or in the premises.

8. **EXISTENCE OF RAILROAD TRACKS.**

(a) Sublessee accepts this sublease of the premises with the knowledge of the existence of railroad tracks in the vicinity of the premises and of all the risks of damage or injury which might or could occur to properties or persons upon or in the vicinity of the premises from or in connection with the operation of railway equipment, or from or in connection with the operation, use, maintenance, or improvement of said tracks. It is therefore agreed, as one of the material considerations of this sublease and without

which this sublease would not be granted, that Sublessee assumes such risks and agrees to indemnify and hold harmless and defend Lessor and Sublessor from any and against any and all liability and expenses whatsoever, to the extent permitted by law, for bodily injury or death, including without limitation, injury or death to agents, employees, servants, or invitees of the Lessor, Sublessor or Sublessee or loss or damage to the property of the Lessor, Sublessor, or Sublessee, their agents, employees, servants or invitees, and to the person or property of any person or corporation, arising directly or indirectly, out of the occupancy of, presence on, or use of said subleased premises or any structures thereon by Sublessee, its employees, agents, or invitees, regardless of the negligence of Lessor or Sublessor.

(b) Sublessee further agrees that if in any case the release and indemnity or portion thereof provided in this sublease shall not be valid, Lessor and Sublessor shall in such case have the full benefit of any policy of insurance put into place by Sublessee upon the person or property injured, destroyed, or damaged and/or against the hazard involved.

9. **LIENS.** Sublessee agrees not to suffer or permit any lien of mechanics or materialmen to be placed upon the premises or any part thereof and, in case of any such lien attaching, to immediately payoff and remove the same. It is further agreed by the Parties hereto that Sublessee has no authority or power to, cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Sublessee, operation of law or otherwise, to attach to or be placed on Lessor or Sublessor's title or interest, if any, in the premises, and any and all items and encumbrances created or suffered by Sublessee shall attach to Sublessee's interest only.
10. **TERMINATION.** Either party shall have the right to terminate this Sublease upon 90 days written notice to the other party. It is further agreed that upon the happening of any of the following (1) if Sublessee defaults in any of any Sublessee's undertakings in this sublease or, (2) if the subleasehold interests of Sublessee are levied upon or attached by process of law, or (3) if Sublessee makes an assignment for the benefit of creditors, or (4) if a receiver be appointed for any property of Sublessee thereupon ipso facto and ,without entry or other action by Lessor or Sublessor, then such event or action shall be deemed to constitute a breach of this sublease and this sublease shall cease and determine.
11. **NOTICE OF TERMINATION.** Except for items 1 through 4 of Section 10 of this Rider for which no notice is required, ninety (90) days notice shall be given to the other party of its intention to terminate this Sublease. Upon any such termination, if rent shall have been paid in advance, Sublessor shall refund to Sublessee the unearned portion thereof for the period extending beyond such date of termination.
12. **MODIFICATION.** All of the representations and obligations of Sublessor are contained herein. No modification, waiver, or amendment of this sublease, or any of its terms, shall be binding upon Sublessor unless such are in writing and signed by a duly authorized officer of the Sublessor.

13. **OBLIGATIONS JOINT AND SEVERAL.** In the event that Sublessee embraces two (2) or more individuals or corporations, the covenants and agreements herein contained shall be the joint and several obligations of each of such persons or corporations.
14. **INSURANCE.** The Sublessee agrees to obtain, at his own expense and cost, and to keep fully in force and effect during the term of this sublease General Liability Insurance for a combined single limit of not less than One Million Dollars (\$1,000,000.00) for anyone occurrence for personal injury and or property damage liability. The insurance so afforded shall be written in favor of Sublessee, shall include coverage for liability and indemnification assumed under the sublease and shall list Sublessor, its agents, officials and employees as additional named insureds. Such policies of insurance shall contain endorsements that (1) such insurance coverage is primary and non-contributory as to the Sublessor, its agents, officials and employees, and (2) that such insurance coverage shall not be cancelled or modified except upon 30 days prior written notice to Sublessor. Written evidence of such insurance shall be filed with Sublessor prior to entry into this sublease, and this sublease shall be subject to approval by Sublessor as to the terms and conditions of that insurance coverage.
15. **COMPLIANCE WITH LAWS.** Sublessee shall comply with all applicable ordinances and regulations of the City of Elmhurst and County of DuPage and applicable statutes of the State of Illinois.
16. **VENUE.** The Parties agree that venue shall be proper only in the Circuit Court for the 18th Judicial Circuit, DuPage County, Illinois.
17. **SECURITY DEPOSIT.** Sublessee has deposited with Sublessor the Security Deposit in the amount of \$1,200.00 as security for the performance of all covenants and agreements of Sublessee hereunder. Sublessor may at any time or times apply all or any portion thereof in payment of any amounts due Sublessor from Sublessee. Upon termination of the lease and full performance of all of Sublessee's obligations hereunder, so much of the Security Deposit as remains unapplied shall be returned to Sublessee. The Security Deposit shall not bear interest unless and except as required by Illinois statute.
18. **HOURS OF OPERATION.** Sublessee shall operate the coffee shop as set forth in Paragraph 3 of this Rider only between the hours of 5:30 A.M. and 11:30 A.M. Monday through Friday unless otherwise authorized in writing by Sublessor's City Manager.
19. **OPTIONS TO RENEW.** At the expiration of the term set forth hereinabove, Sublessee shall have the option to renew the Sublease upon the following terms and conditions:
  - (a) 1<sup>st</sup> Year Option: Sublessee shall have an option to extend this Sublease for the term of November 14, 2012, to November 13, 2013 at the monthly rental price of \$1,236.00; and

(b) 2nd Year Option: Sublessee shall have an option to extend this Sublease for a second term of November 14, 2013 to November 13, 2014 at a monthly rental price of \$1,273.00.

20. **EXERCISE OF OPTION.** Written notice of intent to exercise any renewal option must be received by Sublessor not less than ninety (90) days prior to the expiration of the current lease term. The written notice shall be addressed to Sublessor at the address set forth in the Sublease and shall be directed to the attention of the City Manager. All other provisions of the Sublease and Rider thereto shall continue in full force and effect during the term of the first and second option period. Failure to provide notice as set forth herein shall constitute a waiver of the renewal option. Failure to exercise the renewal option for the 1<sup>st</sup> option term shall constitute a waiver of the right to exercise the renewal option for the 2nd option term.

21. **GENERAL MAINTENANCE.** General public area custodial services will be provided by the Sublessor as operator of the facility at no charge to the Sublessee. The Sublessee, however, is fully responsible for the maintenance and cleaning of the interior area of the Premises, including all countertops and table areas.

IN WITNESS WHEREOF, the Parties hereto have executed these presents the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Sublessor:

Sublessee:

THE CITY OF ELMHURST

PETER THOMAS d/b/a  
PILOT PETE

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

By: \_\_\_\_\_

Attest:

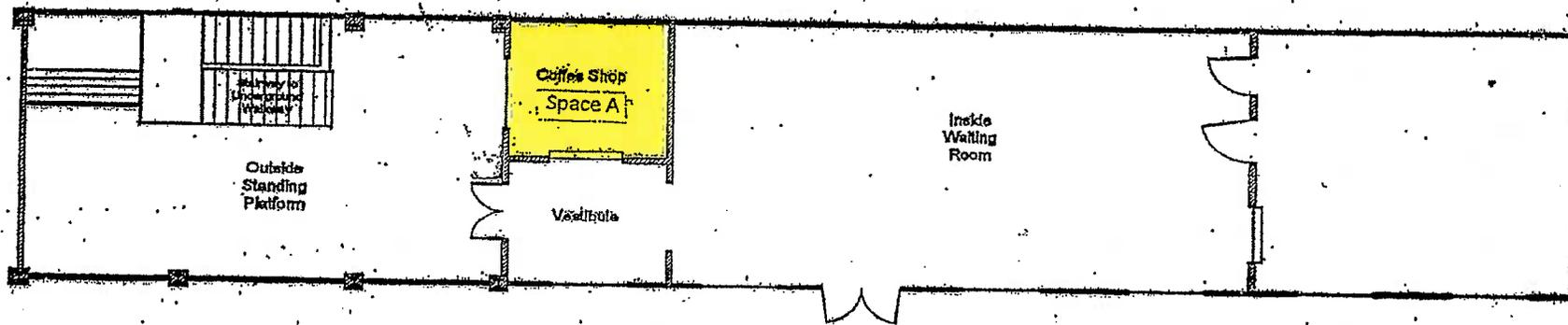
By: \_\_\_\_\_  
Patty Spencer, City Clerk

Appendix A



Elmhurst Metra Railroad Station

First Street



Railroad Tracks

COUNCIL ACTION SUMMARY

SUBJECT: Resolution to approve and authorize the execution of a store lease for approximately 130.5 square feet of retail area within the public waiting area of the Elmhurst Metra Station by and between Peter Thomas d/b/a Pilot Pete's and the City of Elmhurst

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the Economic Development Committee, the City Attorney prepared a resolution to approve and authorize the execution of a Store Lease by and between Peter Thomas d/b/a Pilot Pete's and the City of Elmhurst.

R -48- 2011

A RESOLUTION AUTHORIZING  
THE EXECUTION OF A CONSULTING AGREEMENT  
BETWEEN  
FINDZALL COMMUNITY MARKETING  
AND  
THE CITY OF ELMHURST, ILLINOIS

**WHEREAS**, in the opinion of a majority of the corporate authorities of the City of Elmhurst, Illinois, (hereinafter referred to as the "City") it is advisable, necessary and in the public interest that the City contract for consulting services to improve business retention and business recruitment to promote economic development within the City (hereinafter the "Consulting Services"); and

**WHEREAS**, the corporate authorities of the City believe that Findzall Community Marketing (hereinafter "Findzall"), due to its experience and skill set that Findzall is uniquely qualified to continue to provide the Consulting Services to the City; and

**WHEREAS**, Findzall has previously provided Consulting Services to the City; and

**WHEREAS**, it is advisable, necessary and in the public interest of the City of Elmhurst to enter into a contract with Findzall for such Consulting Services.

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

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

**Section 2.** The corporate authorities of the City hereby approve the Agreement between the City and Findzall Community Marketing for Consulting Services, a copy of which is attached hereto marked as Exhibit "A" and made a part hereof.

**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 on behalf of the City an Agreement between the City and Findzall Community Marketing for Consulting Services, a copy of which is attached hereto marked as Exhibit "A" and made a part hereof.

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

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

## CONSULTING AGREEMENT

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the City of Elmhurst, an Illinois Municipal Corporation, 209 N. York Street Elmhurst, Illinois 60126, (the "City"), and Cathy Maloney d/b/a Findzall Community Marketing, with place of business at 376 Cottage Hill, Elmhurst, Illinois 60126, ("Findzall"), for consulting services (the "Agreement").

WHEREAS, the City has a continuing need for consulting services specifically in the areas of business retention and recruitment for the promotion of economic development; and

WHEREAS, Findzall desires to continue to act as a consultant to the City to provide strategic planning for economic development by focusing on marketing and communication services for business retention and recruitment; and

WHEREAS, the corporate authorities of the City believe that, due to its experience and skill set, Findzall is uniquely qualified to provide economic development consulting services to the City in the areas of business retention and recruitment.

NOW THEREFORE, in consideration of their mutual promises set forth herein, the City and Findzall, hereby agree as follows:

### 1. Consulting Services.

(A) The City hereby continues to retain Findzall to perform such advisory and consulting services, in person or by telephone, as may from time to time be necessary and proper, with respect to the City's operations, practices and activities and as may from time to time be reasonably requested by the City. The consulting services shall include, but not be limited to, providing economic development strategies through specific direction for tactics to support a revised and upgraded marketing and communication initiative directed at business retention and recruitment, as well as to enhance a "Shop Local" campaign to support the City's retail community.

(B) Findzall shall perform such services for the one (1) year period commencing \_\_\_\_\_, 2011, through \_\_\_\_\_, 2012, inclusive. Findzall shall devote its knowledge and skill to the best interests of the City in the performance thereof. Findzall's performance shall be monitored and reviewed by City Staff on a monthly basis.

(C) After the expiration date of this Agreement, it may be renewed by the City at its sole option for an additional one-year period.

2. **Availability.** It is anticipated that Findzall will, in fulfilling its obligations under this Agreement, be available for such consulting services for an average of eight (8) hours per week as needed by the City for the duration of the one (1) year period of this Agreement. Findzall shall not be required to otherwise maintain office hours beyond those set forth herein, provided that it shall be available by telephone within forty-eight (48) hours upon reasonable notice from the City at reasonable times during normal business hours for consultation with the employees and/or officers of City. During the period Findzall will perform the services, it will keep the City advised of the telephone number at which it may be reached.

3. **Payment for Consultant Services.** For all the services to be rendered by Findzall hereunder, the City will pay Findzall, on a monthly basis, the sum of Eighty-Five Dollars (\$85.00) per hour during the term of this Agreement with a total annual cap of Five Hundred (500) hours or a maximum sum of Forty Two Thousand Five Hundred (\$42,500.00) Dollars per year.

4. **Independent Contractor.** Findzall will act as an independent contractor in the performance of its duties under this Agreement and nothing herein shall be construed to create the relationship of employer and employee between it and the City. Findzall shall have no authority, executive or otherwise, to bind the City, or to determine the affairs of the City, and shall not participate as an employee in any plan or program maintained by the City for the benefit of its employees. Accordingly, Findzall shall be responsible for payment of all taxes including Federal, State and local taxes arising out of Findzall's activities in accordance with this Agreement, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required.

5. **Consultant's Certification.**

A. Findzall hereby certifies, represents and warrants to the City as a condition of any Agreement with the City, that it is:

- I. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- II. not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- III. not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

B. In addition, Findzall hereby represents and warrants to the City as a condition of any Agreement with the City that Findzall will, pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), provide drug-free workplace by:

- (a) Publishing a statement:
  - 1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in Findzall's workplace.
  - 2. Specifying the actions that will be taken against employees for violations of such prohibition.
  - 3. Notifying the employee that, as a condition of employment on this Agreement, the employee will:
    - a. abide by the terms of the statement;
    - b. 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.
- (b) Establishing a drug-free awareness program to inform employees about:
  - 1. the dangers of drug abuse in the workplace;
  - 2. Findzall's policy of maintaining a drug-free workplace;
  - 3. any available drug counseling, rehabilitation, and employee assistance program; and
  - 4. the penalties that may be imposed upon employees for drug violations.
- (c) Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.
- (d) Notifying the City within ten (10) days after receiving notice under Paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction.
- (e) 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.

- (f) 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.
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

C. During the performance of this Agreement, Findzall agrees as follows:

- (a) It will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (b) If it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit; and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (c) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (d) It will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of Findzall's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with Findzall in its efforts to comply with such Act and Rules and Regulations, Findzall will promptly so notify the Illinois Department of Human Rights and the City and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- (e) It will submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the City, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
  - (f) It will permit access to all relevant books, records, accounts and work sites by personnel of the City and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
  - (g) It will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their Services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis or race, creed, color, or national origin because of habit, local custom, or otherwise.
- D. Findzall has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105 (A)(4).
- E. No City officials, their spouses, their dependent children, or no agent of any City official or trust in which a City official, his or her spouse or dependent children of a City official is a beneficiary of Findzall.
- F. 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 Findzall in violation of Chapter 15, Section 2 of the Municipal Code of the City of Elmhurst.
- G. Findzall has not given to any officer or employee of the City any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the

employee or officer in violation of Chapter 15, Section 2 of the Municipal Code of the City of Elmhurst.

6. **Assignment.** In view of the personal nature of the services to be performed by the Findzall under this Agreement, Findzall shall not have the right to assign or transfer any of the rights or benefits hereunder, nor shall it be subject to voluntary or involuntary alienation.

7. **Confidential Information.** Any information received by Findzall during any furtherance of Findzall's obligations in accordance with this Agreement, which concerns the personnel, financial or other affairs of the City will be treated by Findzall in full confidence and will not be revealed to any other persons, firms or organizations. Findzall will not at any time, in any fashion, form, or manner, either directly or indirectly, use or divulge, disclose, or communicate to any person, firm, or corporation in any manner whatsoever any information of any kind, nature, or description concerning any matters affecting or relating to the business of the City, including, but not limited to, financial records, contracts, or any other information concerning the business of the City, its manner of operation, its plans, or any other data of any kind, nature, or description, without regard to whether any or all of the foregoing matters would be deemed confidential, proprietary, material, or important.

8. **Work Made for Hire.** All work product created or developed hereunder, including but not limited to, specifications, reports and any other documents prepared by Findzall in connection with any or all of the consulting services delivered to the City is for the use of and shall be the exclusive property of the City. 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 Findzall relating in any manner to the consultant services performed by Findzall or by anyone else and used by Findzall in performance of the consultant services shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

Findzall hereby irrevocably assigns and transfers to the City and its successors and assigns all of its right, title, interest and ownership in the consulting services, including but not limited to, copyrights, trademarks, patents, trade secret rights, all intellectual property rights and the rights to secure any renewals, reissues, and extensions thereof. Findzall grants permission to the City to register the copyright and other rights in the consultant services in the City's name. Findzall 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. Findzall further grants to the City full, complete and exclusive ownership of the consultant services. Findzall shall not use the consultant services for the benefit of anyone other than the City, without the City's prior written permission. Upon completion of the consulting services or other termination of this Agreement Findzall shall deliver to the City all copies of any and all materials relating or pertaining to this Agreement. Findzall irrevocably and unconditionally waives all rights in all

such consultant services products. Findzall warrants that all work product of Findzall will be original, except as otherwise agreed in writing with the City.

In the event that the City provides Findzall with materials, equipment or property of any kind, all such materials, equipment and property shall remain the property of the City, and Findzall shall immediately deliver all such materials, equipment and property to the City at the conclusion of services hereunder or at any earlier time upon demand by the City.

9. **Books and records.** All books, records, files, forms, reports, memorandums, papers, accounts and documents relating in any manner to the City's business, shall be the exclusive property of the City and shall be turned over to the City at the time of Findzall's employment terminates. Findzall hereby acknowledges that it has turned over all such documents that Findzall knows of at this time and hereby agrees to return any that it should discover after this date.

10. **Injunctive Relief.** Findzall hereby acknowledges that the foregoing matters are important, material, and confidential to the City, and affect the effective administration and conduct of the business of the City, and that any violation of the terms of either Paragraph 7 or 8 is a material violation, for which the City shall be entitled to injunctive relief.

11. **Execution.** This Agreement shall become effective upon its execution by Findzall and approval and adoption by the City Council.

12. **Enforcement of Agreement.** In any action to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and costs of litigation.

13. **Amendment.** This Agreement can only be amended by the written agreement of the parties.

14. **Severability.** If any provision of this Agreement is found to be invalid, all of the remaining provisions of this Agreement will nonetheless remain in full force and effect.

15. **Entire Agreement.** This Agreement embodies the entire understanding of the parties and supersedes all prior negotiations, understandings and agreements with respect to the subject matter hereof.

16. **Applicable State Law.** This Agreement shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce any item of this Agreement shall be so brought in the State of Illinois.

17. **No Third Party Beneficiary.** All advice (written or oral) given by Findzall to the City in connection with the consultant services is intended solely for the benefit and use of the City.

18. **Conflict of Interest.** Findzall is not currently aware of any relationship that would create a conflict of interest with the City or those parties-in-interest of which the City

has made Findzall aware. As of the date hereof, Findzall has not represented any such persons or entities known to it to have any such a relationship in connection with the consulting services to be performed. Findzall will not during the term of this Agreement represent the interests of any such persons or entities or people (known to Findzall to have any such a relationship) in connection the consulting services to be performed.

**19. Termination of Agreement.** This Agreement may be terminated by either party upon thirty (30) days' written notice sent by certified mail, return receipt requested, to the other party. In such event, Findzall shall be paid for any and all services rendered to the date of termination, including all reimbursements due.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year above written.

FINDZALL COMMUNITY  
MARKETING

CITY OF ELMHURST

By: \_\_\_\_\_  
Cathy Maloney  
Managing Partner

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

Attest:

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

COUNCIL ACTION SUMMARY

SUBJECT: Resolution Authorizing the Execution of a Consulting Agreement

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

This is a one-year consulting agreement between the City and Cathy Maloney of Findzall Community Marketing to provide assistance in pursuant of economic development issues. The agreement has a thirty (30) day termination notice period on behalf of either party. The agreement provides that the City will pay Findzall for all services to be rendered by Findzall, on a monthly basis, the sum of Eighty-Five Dollars (\$85.00) per hour during the term of this Agreement with a total annual cap of Five Hundred (500) hours or a maximum sum of Forty Two Thousand Five Hundred (\$42,500.00) Dollars per year.