



**AGENDA
REGULAR MEETING
MONDAY, FEBRUARY 6, 2012
7:30 P.M.**

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

-
- 1. Executive Session 6:30 p.m. – Pending/Threatened Litigation Including Worker’s Compensation and Acquisition/Disposition of Real Property (Conf. Room #2)**
 - 2. Call to Order /Pledge of Allegiance/Roll Call**
 - 3. Presentation – ComEd Sub Committee Recommendations**
 - 4. Receipt of Written Communications and Petitions from the Public**
 - 5. Public Forum**
 - 6. Announcements**
 - 7. Consent Agenda**
 - a. Minutes of the Regular Meeting Held on Tuesday, January 16, 2012 (City Clerk Spencer): Approve as published
 - b. Minutes of the Executive Session Held on Tuesday, January 16, 2012 (City Clerk Spencer): Receive and place on file
 - c. Minutes of the Executive Session Held on Monday, January 23, 2012 (City Clerk Spencer): Receive and place on file
 - d. Accounts Payable – January 31, 2012, Total \$ 1,482,646.33
 - e. Board of Fire and Police Commissioners (Mayor DiCianni): Refer to the Public Affairs & Safety Committee
 - f. Elmhurst Economic Development Commission (Mayor DiCianni): Refer to the Development, Planning and Zoning Committee
 - g. Review of Transcription Services – Alderman Polomsky (City Manager Grabowski): Refer to the Development, Planning & Zoning Committee
 - h. Electronic Waste Recycling and Prescription Drug Disposal – Alderman Levin (City Manager Grabowski): Refer to the Public Works & Buildings Committee
 - i. City Owned Surface Public Parking Lots – Aldermen Bram & Pezza (City Manager Grabowski): Refer to the Public Works & Buildings Committee
 - j. 2012 Pet & Bike Parade (City Manager Grabowski): Refer to the Public Affairs & Safety Committee
 - k. Report – Walgreens – Class “PL” Liquor License Request (PA&S)
 - l. Report – West Avenue / Union Pacific Railroad Grade Crossing Alteration (PA&S)
 - m. Report – BASSET Training Requirements Change (PA&S)
 - n. Report – Central Business District - 10-Minute Parking Space Addition (PA&S)
 - o. O-05-2012 – An Ordinance Approving and Authorizing the City of Elmhurst, Illinois to Waive Bid and Accept the Proposal of Konica Minolta Business Solutions for the Purchase and Maintenance of Twelve Multifunctional Digital Copiers
 - p. O-06-2012 – An Ordinance Approving and Authorizing the Execution of a Non-Exclusive License Agreement By and Between the Elmhurst Chamber of Commerce and the City of Elmhurst, DuPage and Cook Counties, Illinois

- q. MCO-02-2012 – An Ordinance to Amend Section 10 Entitled “Veterans Memorial Commission” of Chapter Four Entitled, “Boards and Commission” of the Municipal Code of the City of Elmhurst, Illinois
- r. MCO-03-2012 – An Ordinance Amending Article I, Entitled "In General," Article II, Entitled "Retail Licenses," and Article III, Entitled "Restrictions and Requirements for Conduct on Licenses Premises," of Chapter 36, Entitled "Liquor," of the Municipal Code of Ordinances of the City of Elmhurst, DuPage and Cook Counties, Illinois (Banquet Facility Classification)
- s. R-06-2012 – A Resolution to Approve and Authorize the Filing of a Petition With the Illinois Commerce Commission Seeking Permission to Alter the West Avenue Grade Crossing of the Union Pacific Railroad in the City of Elmhurst
- t. R-03-2012 – A Resolution to Approve and Authorize the Execution of the First Amended Modification Agreement by and Between the Bensenville Fire Protection District #1 and the City of Elmhurst for Fire Protection and Ambulance Services
- u. R-04-2012 – A Resolution Authorizing the Issuance of a Notice of Award for the 2012 Street Sweeping Project for the City of Elmhurst, Illinois
- v. R-05-2012 – A Resolution to Repeal and to Terminate the Hiring and Promotion Freeze in the City of Elmhurst

8. Committee Reports

- a. Report – New Public Sidewalks Policy – Amended (PW&B)
 - 1. Majority Report
 - 2. Minority Report

9. Reports and Recommendations of Appointed and Elected Officials

- a. Updates (Mayor DiCianni)

10. Other Business

11. Adjournment

PLEASE NOTE:

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

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF THE ELMHURST, ILLINOIS
HELD ON TUESDAY, JANUARY 17, 2012
209 NORTH YORK STREET
ELMHURST, ILLINOIS**

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**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF ELMHURST, ILLINOIS
HELD ON TUESDAY, JANUARY 17, 2012
209 NORTH YORK STREET
ELMHURST, ILLINOIS**

EXECUTIVE SESSION 6:30 P.M. – APPOINTMENT EMPLOYMENT OR COMPENSATION OF A CITY OFFICER OR EMPLOYEE AND PENDING/PROBABLE LITIGATION

1. Executive session was called to order at 6:36 p.m. by Mayor DiCianni for the purpose of discussing the Appointment Employment or Compensation of a City Officer or Employee and Pending/Probable Litigation.

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

Absent: Bob Dunn (arrived at 7:10 p.m.)

Also in attendance: City Treasurer Dyer, City Attorney Storino, City Attorney Acker, City Manager Grabowski

Alderman Morley moved to convene into executive session for the purpose of discussing Appointment Employment or Compensation of a City Officer or Employee and Pending/Probable Litigation. Alderman Gutenkauf seconded.

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

Nays: None

13 ayes, 0 nays, 1 absent

Motion duly carried

Alderman Morley moved to adjourn executive session. Alderman Wagner seconded. Voice vote. Motion carried. Executive session adjourned at 7:32 p.m.

CALL TO ORDER/PLEDGE OF ALLEGIANCE/ROLL CALL

Attendance: 8

2. The Regular Meeting of the Elmhurst City Council was called to order by Mayor DiCianni at 7:35 p.m.

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

Absent: Dannee Polomsky, Kevin L. York, Chris Healy, Steve Morley

Also in Attendance: City Treasurer Dyer, City Attorney Storino, City Manager Grabowski, Director of Finance & Administration Gaston, Interim Police Chief Panico

RECEIPT OF WRITTEN COMMUNICATIONS AND PETITIONS FROM THE PUBLIC

3. None.

PUBLIC FORUM

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

Asked the City Council to vote “no” on item **6i. Report – Electric Aggregation Consultant** on tonight’s agenda.

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

Spoke against the hiring of a consultant referring to item **6i. Report – Electric Aggregation Consultant** on tonight's agenda.

Chuck Sutton
743 S. Prospect Ave.
Elmhurst, IL 60126

Stated he is an Elmhurst resident and President of MCSquared, a retail electricity supplier. He asked that the Illinois Commerce Commission link be put on the City's website. He spoke about other options before aggregation is in effect.

ANNOUNCEMENTS

5. None.

CONSENT AGENDA

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

- a. MINUTES OF THE REGULAR MEETING HELD ON TUESDAY, JANUARY 3, 2012 (City Clerk Spencer):
Approve as published
- b. MINUTES OF THE EXECUTIVE SESSION HELD ON MONDAY, DECEMBER 19, 2011 (City Clerk Spencer): Receive and place on file
- c. ACCOUNTS PAYABLE – JANUARY 17, 2012, TOTAL \$ 1,129,645.51
- d. REPORT – MUNICIPAL CODE SECTION 4.10 UPDATE – VETERANS MEMORIAL COMMISSION The following report of the Public Affairs & Safety Committee was presented for passage:

January 9, 2012

To: Mayor DiCianni and Members of the City Council
Re: Municipal Code Section 4.10 Update – Veterans Memorial Commission

The Public Affairs and Safety Committee met on January 9, 2012, to review the necessity to amend and update the Municipal Code of Ordinances of the City of Elmhurst, Section 4.10 – Veterans Memorial Commission.

The change will reflect the merger of Elmhurst Veterans of Foreign Wars Post Number 2048 Walter A. Glos and Elmhurst Veterans of Foreign Wars Post Number 2048 Walter A. Glos Auxiliary with Villa Park Veterans of Foreign Wars Post 2801.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Attorney draft the appropriate changes to the Municipal Code of Ordinances of the City of Elmhurst, Section 4.10 to reflect the merger of Elmhurst Veterans of Foreign Wars Post Number 2048 Walter A. Glos and Elmhurst Veterans of Foreign Wars Post Number 2048 Walter A. Glos Auxiliary with Villa Park Veterans of Foreign Wars Post 2801.

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

- e. REPORT – ELMHURST CHAMBER OF COMMERCE MEMORIAL DAY PARADE, MAY 28, 2012 The following report of the Public Affairs & Safety Committee was presented for passage:

January 9, 2012

To: Mayor Peter P. DiCianni and the Members of City Council
RE: Elmhurst Chamber of Commerce Memorial Day Parade – May 28, 2012

The Public Affairs and Safety Committee met on January 9, 2012 to discuss the request from the Elmhurst Chamber of Commerce to hold the 94th Annual Memorial Day Parade on Monday, May 28, 2012. The Elmhurst Chamber of Commerce is organizing the Parade in cooperation with the City of Elmhurst and the Veterans Organizations of Elmhurst.

The Parade will assemble at York Street and Third Street at 8:15 a.m. with staging on Addison, Third, Michigan, Hahn, Illinois and York. The Parade will step off at 9:30 a.m. from York and Third and will proceed south down York to the Palmer Drive underpass heading east, south, and then west to York, turning south on York and then west on Church to Prospect Avenue and turning north past the reviewing stand where it will end near the Wilder Mansion.

The military ceremony will be held at the Veterans Memorial in Wilder Park at the conclusion of the Parade and will conclude by 1:00 p.m.

Proof of insurance will be provided to and approved by the City Attorney prior to the event.

All layout/staging plans and operational parameters will be finalized only after ongoing 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 that the City Council approve the Chamber of Commerce's request to hold the 94th Annual Memorial Day Parade on Monday, May 28, 2012, starting at 8:15 a.m. and concluding by 1:00 p.m. and that the City Attorney prepare the necessary documents.

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

- f. REPORT – BANQUET FACILITY LIQUOR LICENSE CLASSIFICATION The following report of the Public Affairs & Safety Committee was presented for passage:

January 9, 2012

To: Mayor DiCianni and Members of the City Council
Re: Banquet Facility Liquor License Classification

The Public Affairs and Safety Committee met on January 9, 2012, to review the necessity to amend the Municipal Code of Ordinances of the City of Elmhurst to create a liquor license classification to be used by banquet facilities.

A Class "BF" liquor license shall authorize the retail sale of alcoholic liquor for consumption on the premises where the business is that of a banquet facility.

A Banquet Facility is defined as any place kept, used, maintained, advertised or held out as a place where a prearranged private party, function, or event for a specific social or business occasion may be held, either by invitation or reservation and not open to the general public, where the guests in attendance are served in a room designated and used exclusively for a private party, function or event, and where prepared meals and alcoholic liquors are sold as agreed pursuant to a contract.

The annual fee for Class "BF" liquor license for 2012 shall be one thousand eight hundred forty-nine dollars (\$1,849.00); in subsequent years, the fee shall be increased in July of each year by an amount equal to the annual percentage increase in the CPI for the year immediately preceding.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Council amend the Municipal Code of Ordinances of the City of Elmhurst to provide for an additional classification of liquor license in the City; such classification being a Class "BF" liquor license authorizing the retail sale of alcoholic liquor for consumption on the premises where the business is that of a banquet facility.

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

- g. REPORT – BENSENVILLE FIRE PROTECTION DISTRICT #1 – MODIFICATION AGREEMENT The following report of the Public Affairs & Safety Committee was presented for passage:

January 9, 2012

To: Mayor DiCianni and Members of the City Council
Re: Bensenville Fire Protection District #1 – Modification Agreement

The Public Affairs and Safety Committee met on January 9, 2012, to discuss the Modification Agreement between the City of Elmhurst and Bensenville Fire Protection District #1, to extend the Agreement which terminated on October 31, 2011 to October 31, 2012. The City of Elmhurst will continue to provide fire protection and ambulance services for the territory located south of Grand Avenue, under the terms and conditions of the Agreement until a new agreement is entered into by the District and the City of Elmhurst or another service provider.

The District agrees to compensate the City an amount therefor as provided in Paragraph 6 of the Agreement, prorated to the actual period for which the extension of the Agreement shall remain in effect. The District shall pay the City the amount of compensation so determined within Thirty (30) days of the termination of the extension period.

This Modification sets forth all agreements, understandings and covenants between and among the parties relative to the matters herein contained. This Modification supersedes all prior agreements, negotiations and understandings, written and oral, and shall be deemed a full integration of the entire agreement of the parties.

All other provisions of the Agreement stay in full force and effect unless amended by this Modification.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Council approve the extension of this Modification Agreement until October 31, 2012 or a new agreement is entered into by the District and the City of Elmhurst or another service provider.

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

- h. REPORT – PURCHASE OF MULTIFUNCTIONAL DIGITAL COPIERS The following report of the Finance, Council Affairs & Administrative Services Committee was presented for passage:

January 10, 2012

To: Mayor DiCianni and Members of the City Council
Re: Purchase of Multifunctional Digital Copiers

The Finance, Council Affairs and Administrative Services Committee met January 9, 2012, to review the purchase of twelve (12) multifunctional digital copiers. The current copier equipment ranges from five to eight years in age and is nearing or exceeding life cycle of the machines.

A Request for Proposal (RFP) was distributed to seven vendors, and responses were received from all seven. After evaluating the proposals on the vendor's ability to meet the mandatory requirements: company qualifications, general requirements, technical specifications, customer service response and cost, staff selected two vendors, Core Print Solutions, a distributor of the Toshiba multifunction copier, and Konica Minolta Business Systems, a manufacturer of the BizHub multifunction copier, to demonstrate their products.

Konica Minolta provides a multifunctional digital copier that met all requirements and proposed the lowest purchase price as follows:

MODEL	UNIT PRICE	# OF UNITS	TOTAL
BizHub C552DS	\$7,861	4	\$31,444
BizHub C452	\$6,635	2	\$13,270
Biz Hub C360	\$5,338	6	\$32,028
		TOTAL	\$76,742

Staff reviewed leasing options offered by the vendor, but determined that purchasing the copiers was a more economical option. Konica Minolta is the current vendor for both the Elmhurst Park District and Elmhurst School District 205, and comes highly recommended from both. The purchase for the copiers was budgeted in the 2011-2012 Information Technology Department budget in the amount of \$25,000. The Live Scan equipment and the Mobile Data Terminals (MDT's) purchased for the Police Department, was approximately \$100,000 under budget. It is recommended that \$51,742 of the unused budget be allocated for the purchase of the copiers. The annual maintenance cost of \$9,720 offered by Konica, for all twelve copiers, based on estimated copy volume, was the lowest submitted by all vendors. A substantial savings will be realized as a result of eliminating current annual copier maintenance at \$39,000 and the removal of desktop printers through networking at \$14,500. The proposed annual maintenance cost of \$9,720, contracted for four years, will replace the current annual maintenance cost of \$53,500, saving the City approximately \$43,780 annually.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council approve the purchase of twelve (12) multifunctional digital copiers, as described above, from Konica Minolta for the cost of \$76,742.

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 – ELECTRIC AGGREGATION CONSULTANT The following report of the Finance, Council Affairs & Administrative Services Committee was presented for passage:

January 10, 2012

To: Mayor DiCianni and Members of the City Council
Re: Electric Aggregation Consultant

The Finance, Council Affairs and Administrative Services Committee met January 9, 2012, to review utilizing the professional services of an electric aggregation program (EAP) consultant.

As the City Council will recall, the Council approved placing a referendum question on the March 20, 2012 general primary election ballot, regarding the opt-out EAP. Staff believes it is in the City's best interest to retain a consultant to assist in educating residents about EAP and the proposed opt-out program, and to assist in implementing the opt-out EAP if the referendum is approved.

A Request for Proposal (RFP) for professional services was distributed to eleven municipal EAP consultants. The EAP consultant's task would be to assist the City in developing the EAP, conducting an informational campaign on the EAP in advance of the referendum, developing an RFP for the actual electric supply, negotiating the best possible electricity rate for the constituents, and assisting in the implementation of the EAP. The fee associated with this initial consulting agreement will be paid during the one-year period from the time the electricity rate negotiations are complete and the new rate is in place.

Six consultants submitted proposals on a timely basis: BlueStar, Energy Choices, Illinois Community Choice Aggregation Network, Independent Energy Consultants, Integrys Energy Services and NIMEC. One consultant, Good Energy, L.P., submitted a proposal after the deadline and was disqualified. Proposals were evaluated and analyzed by staff based on several factors including, but not limited to, ability to meet minimum project requirements, project approach, scope of services proposed, consultant availability, cost of services, familiarity with regulatory and market conditions in Illinois, and overall expertise. Based on staff evaluation and analysis of the proposals, the field then was narrowed to BlueStar, Illinois Community Choice Aggregation Network and NIMEC. Staff then conducted phone interviews with representatives of these three firms to further clarify and compare the proposals.

After completion of the interviews and further evaluation, staff recommends contracting with NIMEC for the services described above. NIMEC has significant experience with EAPs in this region (currently working with fifteen municipalities), and its fee structure of \$0.0002 per kWh (staff estimates approximately \$34,560 annually) is the most competitive and includes one brochure mailer and one water bill insert prior to the referendum. The consultant's fee will be included in the actual energy cost negotiated for the residential and small commercial retail customers; therefore, this expense will not be a budget item. It is estimated that the average electricity retail customer that does not opt-out of the EAP will underwrite approximately \$2.00 of this consultant cost in the initial year of the EAP. Staff stated that renewable energy options will be included in the Request for Proposals for actual energy supply. The League of Women Voters of Elmhurst and the Elmhurst Cool Cities Coalition have expressed an interest in assisting in the communication and informational campaign leading up to the referendum. After discussion, 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 contracting with NIMEC for electric aggregation consultant services for a fee of \$0.0002 per kWh.

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

j. O-02-2012 – AN ORDINANCE AUTHORIZING THE SALE BY AUCTION OF PERSONAL PROPERTY OWNED BY THE CITY OF ELMHURST

Ordinance O-02-2012 was presented for passage.

k. O-03-2012 – AN ORDINANCE AUTHORIZING THE SALE BY AUCTION OF PERSONAL PROPERTY OWNED BY THE CITY OF ELMHURST

Ordinance O-03-2012 was presented for passage.

l. O-04-2012 – AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE LICENSE AGREEMENT BY AND BETWEEN THE ELMHURST PARK DISTRICT AND THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS

Ordinance O-04-2012 was presented for passage.

Alderman Healy pulled item **6g. Report – Bensenville Fire Protection District #1 – Modification Agreement** from the Consent Agenda. Alderman Pezza pulled item **6i. Report – Electric Aggregation Consultant** from the Consent Agenda.

Alderman Wagner moved to approve the contents of the Consent Agenda less items **6g. Report – Bensenville Fire Protection District #1 – Modification Agreement** and **6i. Report – Electric Aggregation Consultant**. Alderman Bram seconded. Roll call vote:

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

Nays: None

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

Alderman Wagner moved to approve item **6g. Report – Bensenville Fire Protection District #1 – Modification Agreement**. Alderman Pezza seconded.

Alderman Healy stated he pulled item **6g. Report – Bensenville Fire Protection District #1 – Modification Agreement** to state the City needs to address the issue by coming to a conclusion not giving another extension. He stated it is time to implement a solution, he stated he does not support extending this agreement.

Alderman Wagner explained why the Public Affairs & Safety Committee recommended extending the agreement.

Voice vote on item **6g. Report – Bensenville Fire Protection District #1 – Modification Agreement**, not unanimous, motion carried.

Alderman Hipskind moved to approve item **6i. Report – Electric Aggregation Consultant**. Alderman York seconded.

Alderman Pezza stated she pulled item **6i. Report – Electric Aggregation Consultant** to request the Finance, Council Affairs & Administrative Services Committee (F,CA&AS) explain the parameters of the report.

F,CA&AS Committee Vice-Chairman, Alderman York, explained the process of the decision that appears in the recommendation paragraph of the report and clarified how the consultant will be

compensated.

Discussion ensued.

Voice vote on item **6i. Report – Electric Aggregation Consultant**. Unanimous, motion carried.

REPORTS AND RECOMENDATIONS OF APPOINTED AND ELECTED OFFICIALS

6. a. UPDATES (Mayor DiCianni)

Mayor DiCianni reported the Stormwater Task Force continues to meet to complete their report to the Council.

Alderman Bram asked if Mayor DiCianni or City Manager Grabowski would give an update on the Elmhurst Memorial Hospital Berteau Campus.

Mayor DiCianni stated the out-patient Behavioral Health will no longer exist. There is discussion to create a Senior Living facility but nothing is firm at this time.

Alderman Gutenkauf asked the Mayor for an update on the development of Hahn Street.

City Manager Grabowski stated the City has been talking to the developer of record regarding the real estate that he has under contract and Council will be updated. City Manager Grabowski stated the City is working on another RFP but the developer has not been removed from the contract.

Alderman Mulliner stated ComEd is in the 7th Ward and south Elmhurst pulling the Hendrix cable in York Woods. He stated ComEd is on the move and the City needs to continue to apply pressure on them and hold them accountable.

OTHER BUSINESS

7. None.

ADJOURNMENT

8. Alderman Morley moved to adjourn the meeting. Alderman York seconded. Voice vote. Motion carried. Meeting adjourned 8:11 p.m.

Peter P. DiCianni III, Mayor

Patty Spencer, City Clerk

CITY OF ELMHURST

ACCOUNTS PAYABLE SUMMARY SHEET

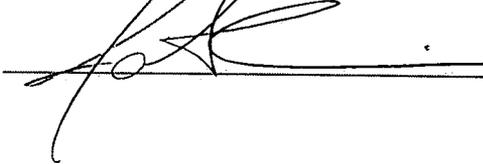
JANUARY 31, 2012

	<u>REGULAR</u>	<u>INTERIM</u>	<u>TOTAL</u>
<u>CHECKS</u>			
GENERAL FUND	\$1,060,157.15	26,610.36	\$1,086,767.51
LIBRARY FUND	23,798.63	318.55	24,117.18
MOTOR FUEL TAX	52,964.33	-	52,964.33
STORMWATER	860.00	-	860.00
REDEVELOPMENT	6,000.00	-	6,000.00
MUNICIPAL UTILITY FUND	293,421.90	5,929.76	299,351.66
PARKING REVENUE SYSTEM FUND	11,835.65	-	11,835.65
POLICE PENSION FUND	750.00	-	750.00
	<u>1,449,787.66</u>	<u>32,858.67</u>	<u>1,482,646.33</u>

FINANCE REVIEW



CITY MANAGER REVIEW



TO THE CITY TREASURER,

THE PAYMENT OF THE ABOVE LISTED AMOUNTS HAS BEEN APPROVED BY THE CITY COUNCIL AT A MEETING HELD ON FEBRUARY 6, 2012 AND YOU ARE HEREBY AUTHORIZED TO PAY THEM FROM THE APPROPRIATE BUDGET ACCOUNT.

MAYOR

CITY CLERK

ACCOUNTS PAYABLE INQUIRY

Please submit questions to Marilyn Gaston, Director of Finance and Administration, at marilyn.gaston@elmhurst.org. In addition to your question, include page number, vendor name, and dollar amount. Please submit questions as soon as possible, prior to 8:00 a.m. on the Monday of the City Council meeting, to allow for timely response.

PREPARED 01/30/2012, 12:55:19
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 01/31/2012 CHECK DATE: 02/09/2012

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
0012149 35552	00 006011	A ACCURATE DOOR SERVICE INC		01 01/31/2012	510-6057-502.50-01	DOOR REPAIR	405.45	
VENDOR TOTAL *							405.45	
0000001 6584A 6584A 6584A 6584A 6584A 6584A	00 005818 005883 005885 005888 005886 005890	A-1 SANITARY RAG CO		01 01/31/2012 01 01/31/2012 01 01/31/2012 01 01/31/2012 01 01/31/2012 01 01/31/2012	110-6041-432.40-98 110-6044-435.40-98 110-6046-418.40-98 110-6047-512.40-24 510-6052-501.40-98 510-6057-502.40-24	SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES	51.00 51.00 51.00 153.03 51.00 153.02	
VENDOR TOTAL *							510.05	
0016209 00065228	00 005044	ACCESSDATA CORP		01 01/31/2012	110-2008-413.50-23	FTK 3 YEAR MAINTENANCE	2,016.00	
VENDOR TOTAL *							2,016.00	
0000009 280664 280867 280865 280736 280645 280818 280546 280954 280680 280711 280359 280678 280267 280580 280378 280936	00 006034 005993 005994 004976 005146 005187 005383 005967 005325 005133 005139 005144 005142 005143 005145 005976	ACE HARDWARE		01 01/31/2012 01 01/31/2012	110-2008-413.40-31 110-4020-422.40-31 110-4020-422.40-31 110-5030-421.40-98 110-5030-421.50-01 110-5030-421.40-98 110-5030-421.50-01 110-5030-421.50-01 110-5030-421.40-98 110-6041-432.40-44 110-6044-435.40-98 110-6044-435.40-98 110-6046-418.50-01 110-7060-451.50-01 110-7060-451.50-01 110-7060-451.50-01 110-7060-451.60-39	CORD SPRAY PAINT SPRAY PAINT RANGE SUPPLIES CLEAN OUT DRAIN KEY FLAT WASHER RANGE SUPPLIES SAW BLADES CEILING HEATER SCREWS CEILG HEATER UNIT SCREWS CEILING HEATER REMOVAL TOILET REPAIR CHALKBOARD FLOOR REPAIR EXHIBIT EXPENSE	6.29 40.00 6.29 10.94 10.33 3.58 5.39 8.53 13.99 5.83 7.00 4.49 8.98 18.50 5.65 7.19	
VENDOR TOTAL *							162.98	
0010266 1220190023 1220200020	00 005730 005731	ACME TRUCK BRAKE & SUPPLY		01 01/31/2012 01 01/31/2012	110-6047-512.50-16 110-6047-512.50-16	PW-44 & STOCK PW-6 & STOCK	114.02 72.29	
VENDOR TOTAL *							186.31	
0007385 HPLM9301 HJPP5601	00 005081 006033	ADI		01 01/31/2012 01 01/31/2012	110-2008-413.40-31 110-2008-413.40-31	CCTV DVR FOR PD IT EQUIP	1,305.99 1,206.97	
VENDOR TOTAL *							2,512.96	
0008328 63100290 63100218	00 005985 005597	ADT SECURITY SERVICES, INC		01 01/31/2012 01 01/31/2012	110-4021-425.40-41 110-7060-451.30-98	QUARTERLY BILLING SECURITY SVCS	8,447.50 165.69	

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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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0008328	00	ADT SECURITY SERVICES, INC						
						VENDOR TOTAL *	8,613.19	
0000803	00	AIR ONE EQUIP, INC						
78110	005990		01	01/31/2012	110-4020-422.50-08	BREATHING AIR QUALITY TES	135.00	
78109	005991		01	01/31/2012	110-4020-422.50-08	METER CALIBRATE	210.00	
						VENDOR TOTAL *	345.00	
0007472	00	AIRGAS NORTH CENTRAL						
105157728	005226		01	01/31/2012	110-6047-512.40-98	SUPPLIES	342.36	
						VENDOR TOTAL *	342.36	
0019211	00	ALANIZ LANDSCAPE GRP						
4322	005085		01	01/31/2012	110-6043-434.30-34	AUG LAWN MAINT	4,953.87	
4379	005086		01	01/31/2012	110-6043-434.30-34	OCT LAWN MAINT	5,328.87	
4416	005087		01	01/31/2012	110-6043-434.30-34	NOV LAWN MAINT	5,082.87	
						VENDOR TOTAL *	15,365.61	
0000016	00	ALEXANDER EQPT CO INC						
80868	005097		01	01/31/2012	110-4020-422.50-08	TRK #2 SAW	252.30	
81850	005058		01	01/31/2012	110-6043-434.50-08	POWERPRUNER CHAINS	27.00	
						VENDOR TOTAL *	279.30	
0016250	00	ALLIED GARAGE DOOR INC						
0000016795	005152		01	01/31/2012	110-6046-418.50-01	DOOR REPAIR	198.00	
0000019526	005153		01	01/31/2012	110-6046-418.50-01	DOOR REPAIR	148.50	
0000019444	005154		01	01/31/2012	110-6046-418.50-01	DOOR REPAIR	445.00	
						VENDOR TOTAL *	791.50	
0000078	00	ALLIED WASTE/REPUBLIC #551						
0551-009116951	005054		01	01/31/2012	110-6045-441.30-65	REFUSE	1,115.86	
0551-009116713	005712		01	01/31/2012	510-6056-502.30-81	SPECIAL WASTE SPOILS	768.00	
						VENDOR TOTAL *	1,883.86	
0013773	00	ALMAGUER, VICTOR						
01/12/2012	006081		01	01/31/2012	110-5030-421.60-05	EXPENSE REIMBURSEMENT	16.80	
						VENDOR TOTAL *	16.80	
0013770	00	ALPINE SAP, INC - CAROL STREAM						
5201	005075		01	01/31/2012	510-6050-501.30-52	CCD/RPZ TESTS	2,932.50	
5202	006044		01	01/31/2012	510-6050-501.30-52	RPZ TESTING	318.75	
5203	006045		01	01/31/2012	510-6050-501.30-52	RPZ TESTING	1,657.50	
5204	006046		01	01/31/2012	510-6050-501.30-52	RPZ TESTING	1,593.75	
						VENDOR TOTAL *	6,502.50	
0006621	00	ALTEC INDUSTRIES, INC						
9836146	005217		01	01/31/2012	110-6047-512.50-16	TRK/PARTS PW90	111.69	
						VENDOR TOTAL *	111.69	
0005297	00	AMERICAN CHARGE SERVICE						

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0005297	00	AMERICAN CHARGE SERVICE						
01/03/2012	005654		01	01/31/2012	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	419.80	
01/03/2012	005655		01	01/31/2012	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	6.40	
01/25/2012	006027		01	01/31/2012	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	192.90	
						VENDOR TOTAL *	619.10	
0020240	00	AMERICAN WELDING & GAS INC						
01544322	005227		01	01/31/2012	110-6047-512.40-98	SUPPLIES	102.90	
01549000	005228		01	01/31/2012	110-6047-512.40-98	RETURNED MERCHANDISE	39.45-	
						VENDOR TOTAL *	63.45	
0006708	00	AMLINGS FLOWERLAND						
04168544	006001		01	01/31/2012	110-4020-422.40-98	FLOWER ARRANGEMENT	60.99	
04169116	006002		01	01/31/2012	110-4020-422.40-98	FLOWER ARRANGEMENT	57.94	
						VENDOR TOTAL *	118.93	
0013255	00	ANDERSON ELEVATOR CO						
119211	005164		01	01/31/2012	110-5030-421.30-25	MONTHLY FEE	110.00	
119211	005162		01	01/31/2012	110-6046-418.30-25	MONTHLY FEE	110.00	
119211	005163		01	01/31/2012	110-7060-451.50-01	MONTHLY FEE	160.00	
119211	005165		01	01/31/2012	530-0088-503.30-25	MONTHLY FEE	440.00	
						VENDOR TOTAL *	820.00	
0000035	00	ANDERSON LOCK						
0666458	005166		01	01/31/2012	110-5030-421.50-01	HINGE REPLACEMENT	188.52	
						VENDOR TOTAL *	188.52	
0000730	00	ANI SAFETY INC						
784633	005091		01	01/31/2012	110-4020-422.40-98	OTHER SUPPLIES	121.87	
784633	005090		01	01/31/2012	110-5030-421.40-98	OTHER SUPPLIES	160.67	
						VENDOR TOTAL *	282.54	
0012722	00	ARMOR SYSTEMS CORP						
1601	005403		01	01/31/2012	530-0088-503.30-09	PARKING COLLECTIONS	679.13	
						VENDOR TOTAL *	679.13	
0007267	00	ASSOCIATED TECHNICAL SERVICES, LTD						
22071	005979		01	01/31/2012	510-6052-501.30-52	LEAK LOCATION SVCS	710.50	
						VENDOR TOTAL *	710.50	
0020274	00	ASSURANCE AGENCY, LTD						
112274	005833		01	01/31/2012	110-1001-411.20-05	DENTAL INS	68.97	
112274	005847		01	01/31/2012	110-1001-411.20-04	HEALTH INS	75.67	
112274	005834		01	01/31/2012	110-2006-413.20-05	DENTAL INS	158.28	
112274	005848		01	01/31/2012	110-2006-413.20-04	HEALTH INS	176.93	
112274	005835		01	01/31/2012	110-2007-413.20-05	DENTAL INS	37.28	
112274	005849		01	01/31/2012	110-2007-413.20-04	HEALTH INS	37.72	
112274	005836		01	01/31/2012	110-2008-413.20-05	DENTAL INS	94.73	
112274	005850		01	01/31/2012	110-2008-413.20-04	HEALTH INS	78.53	

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0020274	00	ASSURANCE AGENCY, LTD						
112274	005837		01	01/31/2012	110-3015-414.20-05	DENTAL INS	36.94	
112274	005851		01	01/31/2012	110-3015-414.20-04	HEALTH INS	31.05	
112274	005838		01	01/31/2012	110-4020-422.20-05	DENTAL INS	691.59	
112274	005852		01	01/31/2012	110-4020-422.20-04	HEALTH INS	867.16	
112274	005839		01	01/31/2012	110-4025-424.20-05	DENTAL INS	160.65	
112274	005853		01	01/31/2012	110-4025-424.20-04	HEALTH INS	163.36	
112274	005840		01	01/31/2012	110-5030-421.20-05	DENTAL INS	1,270.66	
112274	005854		01	01/31/2012	110-5030-421.20-04	HEALTH INS	1,424.40	
112274	005841		01	01/31/2012	110-6040-431.20-05	DENTAL INS	338.76	
112274	005855		01	01/31/2012	110-6040-431.20-04	HEALTH INS	350.88	
112274	005842		01	01/31/2012	110-7060-451.20-05	DENTAL INS	43.38	
112274	005856		01	01/31/2012	110-7060-451.20-04	HEALTH INS	48.19	
112274	005843		01	01/31/2012	210-8070-452.20-05	DENTAL INS	256.57	
112274	005860		01	01/31/2012	210-8070-452.20-04	HEALTH INS	269.39	
112274	005844		01	01/31/2012	510-6050-501.20-05	DENTAL INS	68.13	
112274	005857		01	01/31/2012	510-6050-501.20-04	HEALTH INS	73.54	
112274	005845		01	01/31/2012	510-6055-502.20-05	DENTAL INS	34.23	
112274	005858		01	01/31/2012	510-6055-502.20-04	HEALTH INS	83.07	
112274	005846		01	01/31/2012	530-0088-503.20-05	DENTAL INS	29.83	
112274	005859		01	01/31/2012	530-0088-503.20-04	HEALTH INS	30.11	
VENDOR TOTAL *							7,000.00	
0012277	00	AT&T						
63053030075410	005248		01	01/31/2012	110-0086-453.30-75	MONTHLY PHONE	58.74	
63053030075410	005249		01	01/31/2012	110-0094-454.30-75	MONTHLY PHONE	22.03	
63078266949097	005233		01	01/31/2012	110-1001-411.30-75	MONTHLY PHONE	25.04	
63053030075410	005235		01	01/31/2012	110-1001-411.30-75	MONTHLY PHONE	1,027.94	
63053030075410	005236		01	01/31/2012	110-2006-413.30-75	MONTHLY PHONE	337.75	
63053030075410	005237		01	01/31/2012	110-2007-413.30-75	MONTHLY PHONE	161.53	
63053030075410	005238		01	01/31/2012	110-2008-413.30-75	MONTHLY PHONE	969.20	
63029919307818	005829		01	01/31/2012	110-2008-413.30-98	MONTHLY PHONE	226.08	
63029919617851	005830		01	01/31/2012	110-2008-413.30-98	MONTHLY PHONE	226.08	
63053030075410	005239		01	01/31/2012	110-3015-414.30-75	MONTHLY PHONE	227.62	
63053030075410	005240		01	01/31/2012	110-4020-422.30-75	MONTHLY PHONE	323.07	
70822603773592	005510		01	01/31/2012	110-4020-422.30-75	MONTHLY PHONE	156.75	
63083200803668	005514		01	01/31/2012	110-4020-422.30-75	MONTHLY PHONE	74.27	
63022613552388	005537		01	01/31/2012	110-4020-422.30-75	MONTHLY PHONE	313.95	
63040705638276	005229		01	01/31/2012	110-4021-425.50-98	MONTHLY PHONE	43.98	
84727365350170	005502		01	01/31/2012	110-4021-425.30-75	MONTHLY PHONE	256.11	
63083200045401	005513		01	01/31/2012	110-4021-425.30-75	MONTHLY PHONE	43.98	
63053030075410	005247		01	01/31/2012	110-4022-423.30-75	MONTHLY PHONE	190.90	
63053030075410	005241		01	01/31/2012	110-4025-424.30-75	MONTHLY PHONE	146.85	
63053033512328	005230		01	01/31/2012	110-5030-421.30-75	MONTHLY PHONE	106.59	
63053050866185	005231		01	01/31/2012	110-5030-421.30-75	MONTHLY PHONE	25.48	
63053030075410	005242		01	01/31/2012	110-5030-421.30-75	MONTHLY PHONE	2,276.16	
63022603952325	005509		01	01/31/2012	110-5030-421.30-75	MONTHLY PHONE	35.94	
70822603942320	005512		01	01/31/2012	110-5030-421.30-75	MONTHLY PHONE	156.75	
63022655290673	005648		01	01/31/2012	110-5030-421.30-21	MONTHLY PHONE	242.10	

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NO	NO	NO						AMOUNT
0012277	00	AT&T						
63053030075410	005243		01	01/31/2012	110-6040-431.30-75	MONTHLY PHONE	976.54	
70822611450803	005501		01	01/31/2012	110-6040-431.30-75	MONTHLY PHONE	638.45	
63029950643667	005503		01	01/31/2012	110-6040-431.30-75	MONTHLY PHONE	156.98	
63029979019998	005504		01	01/31/2012	110-6040-431.30-75	MONTHLY PHONE	241.13	
63029950633668	005505		01	01/31/2012	110-6040-431.30-75	MONTHLY PHONE	131.88	
70822613280851	005507		01	01/31/2012	110-6040-431.30-75	MONTHLY PHONE	127.08	
630R0605979200	005506		01	01/31/2012	110-6046-418.50-01	MONTHLY PHONE	127.08	
63053030075410	005246		01	01/31/2012	110-7060-451.30-75	MONTHLY PHONE	220.27	
70822611762223	005831		01	01/31/2012	110-7060-451.30-75	MONTHLY PHONE	127.08	
63083313263643	005832		01	01/31/2012	110-7060-451.30-98	MONTHLY PHONE	36.96	
63053030075410	005244		01	01/31/2012	510-6050-501.30-75	MONTHLY PHONE	139.51	
70822611450803	005500		01	01/31/2012	510-6052-501.30-75	MONTHLY PHONE	319.22	
70822611739932	005508		01	01/31/2012	510-6052-501.30-75	MONTHLY PHONE	193.94	
63053030075410	005245		01	01/31/2012	510-6055-502.30-75	MONTHLY PHONE	264.33	
70822611450803	005499		01	01/31/2012	510-6055-502.30-75	MONTHLY PHONE	319.22	
70822603793590	005511		01	01/31/2012	510-6055-502.30-75	MONTHLY PHONE	156.75	
63027939823392	005232		01	01/31/2012	530-0088-503.30-75	MONTHLY PHONE	40.86	
63027936943334	005234		01	01/31/2012	530-0088-503.30-75	MONTHLY PHONE	25.38	
						VENDOR TOTAL *	11,917.55	
0011146	00	AT&T GLOBAL SERVICES, INC						
IL795014	005077		01	01/31/2012	110-2008-413.50-25	MUSEUM ANNUAL MAINT AGREE	1,219.70	
IL795421	006037		01	01/31/2012	110-2008-413.50-25	TELEPHONE MAINT	864.00	
						VENDOR TOTAL *	2,083.70	
0017015	00	AT&T TELECONFERENCE SERVICES						
05463154-00001	006031		01	01/31/2012	110-2008-413.50-25	TELECONFERENCE SVCS	7.68	
						VENDOR TOTAL *	7.68	
0009804	00	ATLAS VAN LINES, INC						
SE88254001	005613		01	01/31/2012	110-7060-451.60-39	EXHIBIT DELIVERY	1,422.25	
						VENDOR TOTAL *	1,422.25	
0009618	00	AVAYA, INC						
2211395693	005598		01	01/31/2012	110-7060-451.30-98	ALARM MAINT FEE	149.07	
						VENDOR TOTAL *	149.07	
0019640	00	BARTOLOTT, BETTY						
2011	005745		01	01/31/2012	110-0000-313.03-03	UTIL TAX REBATE	12.18	
2011	005973		01	01/31/2012	110-0000-313.01-01	UTIL TAX REBATE	6.43	
						VENDOR TOTAL *	18.61	
0014328	00	BATTERIES UNLIMITED INC						
22727	005161		01	01/31/2012	110-7060-451.50-01	EXIT LIGHT BATTERIES	10.00	
						VENDOR TOTAL *	10.00	
0012081	00	BAXTER & WOODMAN						
0160301	006064		01	01/31/2012	510-6057-502.80-20	PROFESSIONAL SVCS	5,625.26	

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0012081 0160769	00 006066	BAXTER & WOODMAN	01	01/31/2012	510-6057-502.80-20	PROFESSIONAL SVCS	1,945.78	
VENDOR TOTAL *							7,571.04	
0013718 1091 174 1091 196 1091 205 1091 206	00 005123 005124 005125 005126	BENES, JAMES J, & ASSOCS, INC	01	01/31/2012	110-6040-431.30-26	PROFESSIONAL SVCS	244.26	
VENDOR TOTAL *							1,709.82	
0000059 12/07-12/15/11 12/07-12/15/11 12/07-12/15/11 12/07-12/15/11	00 005625 005626 005627 005628	BERGHEGER, BRIAN-PETTY CASH	01	01/31/2012	110-7060-451.60-65	PETTY CASH REIMBURSEMENT	106.43	
VENDOR TOTAL *							137.20	
0013075 35912 35900	00 005872 004981	BERKELEY TRUCKING INC	01	01/31/2012	110-6042-433.30-72	SNOW REMOVAL	3,471.00	
VENDOR TOTAL *							7,321.00	
0000061 702904	00 005559	BERKHEIMER CO INC, G W	01	01/31/2012	510-6057-502.50-01	HEATER REPAIR	106.58	
VENDOR TOTAL *							106.58	
0010307 45034 45034	00 005983 005984	BEST QUALITY CLEANING INC	01	01/31/2012	110-6046-418.30-14	CLEANING SVCS	5,825.00	
VENDOR TOTAL *							6,145.00	
0016295 0138394-IN	00 004994	BONNELL INDUSTRIES INC	01	01/31/2012	110-6047-512.50-16	PW-69 HOPPER DOORS	1,680.00	
VENDOR TOTAL *							1,680.00	
0014870 87320304	00 006005	BOUNDTREE MEDICAL, LLC	01	01/31/2012	110-4020-422.40-45	AED PADS	40.27	
VENDOR TOTAL *							40.27	
0007199 207143	00 005873	BRETT EQPT CORP	01	01/31/2012	110-6047-512.50-16	LAMP	27.84	
VENDOR TOTAL *							27.84	
0001899 00282708 00287237 00286305 00286357	00 005098 005793 004995 004996	BRISTOL HOSE & FITTING MAIN WAREHSE	01	01/31/2012	110-4020-422.40-22	TRAINING TOWER REPAIRS	69.16	
VENDOR TOTAL *							277.03	
VENDOR TOTAL *							51.46	
VENDOR TOTAL *							143.80	

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0001899	00	BRISTOL HOSE & FITTING MAIN WAREHSE						
00286358	004997		01	01/31/2012	110-6047-512.50-16	PW-57	8.12	
00286294	004998		01	01/31/2012	110-6047-512.50-16	STOCK PARTS	69.44	
00287413	005792		01	01/31/2012	110-6047-512.50-16	TRK-1	107.93	
VENDOR TOTAL *							726.94	
0009267	00	C J C AUTO PARTS & TIRES						
824607	005223		01	01/31/2012	110-6047-512.50-16	TRK/PARTS PW91	51.54	
826575	005815		01	01/31/2012	110-6047-512.50-16	PARTS/SUPPLIES	215.40	
759461	009186		01	10/20/2011	110-6047-512.50-16	E-9	CHECK #:	149682
759461	009186		01	01/27/2012	110-6047-512.50-16	E-9	CHECK #:	152262
759724	009914		01	10/20/2011	110-6047-512.50-16	TRK/PARTS PW166	CHECK #:	149682
759724	009914		01	01/27/2012	110-6047-512.50-16	TRK/PARTS PW166	CHECK #:	152262
759976	009915		01	10/20/2011	110-6047-512.50-16	RETURNED MERCHANDISE	CHECK #:	149682
810952	009953		01	10/20/2011	110-6047-512.50-16	PARTS/SUPPLIES	CHECK #:	149682
810952	009953		01	01/27/2012	110-6047-512.50-16	PARTS/SUPPLIES	CHECK #:	152262
VENDOR TOTAL *							266.94	42.72
0012518	00	CAR REFLECTIONS						
012356	005729		01	01/31/2012	110-6047-512.50-16	PD-6 ACCIDENT DAMAGE	290.00	
VENDOR TOTAL *							290.00	
0016613	00	CARPET CRAFTS, INC						
111205	005178		01	01/31/2012	110-6046-418.50-01	DIAS CARPET	360.00	
VENDOR TOTAL *							360.00	
0008716	00	CASE LOTS INC						
037274	005047		01	01/31/2012	110-4020-422.40-24	JANITORIAL SUPPLIES	162.50	
037371	005065		01	01/31/2012	110-4020-422.40-98	OTHER SUPPLIES	37.39	
037371	005066		01	01/31/2012	110-6041-432.40-98	OTHER SUPPLIES	37.39	
037562	005683		01	01/31/2012	110-6041-432.40-98	SUPPLIES	45.80	
037562	005684		01	01/31/2012	110-6043-434.40-98	SUPPLIES	45.80	
037562	005685		01	01/31/2012	110-6044-435.40-98	SUPPLIES	45.80	
037274	005048		01	01/31/2012	110-6046-418.40-24	JANITORIAL SUPPLIES	109.30	
037637	005878		01	01/31/2012	110-6046-418.40-24	SUPPLIES	419.40	
037371	005067		01	01/31/2012	110-6047-512.40-98	OTHER SUPPLIES	37.39	
037562	005687		01	01/31/2012	110-6047-512.40-24	SUPPLIES	137.40	
037371	005068		01	01/31/2012	510-6052-501.40-98	OTHER SUPPLIES	37.38	
037562	005686		01	01/31/2012	510-6052-501.40-98	SUPPLIES	45.80	
037562	005688		01	01/31/2012	510-6057-502.40-24	SUPPLIES	137.40	
VENDOR TOTAL *							1,298.75	
0009505	00	CASEY EQUIPMENT CO INC						
C92869	005728		01	01/31/2012	110-6047-512.50-16	PW-57	55.35	
VENDOR TOTAL *							55.35	
0018865	00	CASTLE CHEVROLET						
131371	005216		01	01/31/2012	110-6047-512.50-16	TRK/PARTS F-5	12.92	
VENDOR TOTAL *							12.92	
0013254	00	CCP INDUSTRIES INC						

PREPARED 01/30/2012, 12:55:19
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 01/31/2012 CHECK DATE: 02/09/2012

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
0013254 IN00831316	00 005875	CCP INDUSTRIES INC	01	01/31/2012	110-5030-421.40-98	PARTS/SUPPLIES	314.65	
						VENDOR TOTAL *	314.65	
0007069 C964234 D371158 D486342 D463432	00 006039 006040 006041 006042	CDW GOVERNMENT INC	01	01/31/2012	110-2008-413.40-73	RIBBON CARTRIDGES	170.82	
						RIBBON CARTRIDGES	57.72	
						RETURNED MERCHANDISE	55.00-	
						RIBBON CARTRIDGES	173.19	
						VENDOR TOTAL *	346.73	
0014200 16034111 16034169	00 005794 005795	CHICAGO INTL TRUCKS, LLC	01	01/31/2012	110-6047-512.50-16	PW-116	155.31	
						PW-116/STOCK	51.77	
						VENDOR TOTAL *	207.08	
0016258 IN00025566	00 005168	CHICAGO METRO FIRE PREVENTION	01	01/31/2012	530-0088-503.50-14	EXTING CABINET COVERS	93.60	
						VENDOR TOTAL *	93.60	
0014402 433529 434827	00 005323 005874	CHICAGO PARTS & SOUND LLC	01	01/31/2012	110-6047-512.50-16	PARTS/SUPPLIES	385.44	
						PARTS/SUPPLIES	240.78	
						VENDOR TOTAL *	626.22	
0003457 2410019197	00 005986	CHICAGO SUN-TIMES - SOLUTIONS CTR	01	01/31/2012	110-4020-422.60-98	SUBSCRIPTION	133.64	
						VENDOR TOTAL *	133.64	
0002348 01/17/2012	00 005660	CISZEWSKI, ARTHUR	01	01/31/2012	110-5030-421.60-05	EXPENSE REIMBURSEMENT	15.98	
						VENDOR TOTAL *	15.98	
0000630 69040 69067 69068 68970	00 005552 005902 005903 005551	CLASSIC GRAPHIC INDUSTRIES INC	01	01/31/2012	110-2006-413.40-33	ENVELOPES	532.75	
						PAPER SUPPLIES	427.95	
						ENVELOPES	484.55	
						CERTIFICATE OF COMPLIANCE	111.44	
						VENDOR TOTAL *	1,556.69	
0000112 0348124214	00 005057	COCA-COLA BOTTLING CO	01	01/31/2012	110-1001-411.60-98	RESTOCK VENDING MACHINE	86.40	
						VENDOR TOTAL *	86.40	
0000114 8327608004 6729081007 8409121006 6983225007	00 005266 005275 005276 005296	COM ED	01	01/31/2012	110-4022-423.30-24	MONTHLY ELECTRIC	35.62	
						MONTHLY ELECTRIC	33.59	
						MONTHLY ELECTRIC	52.15	
						MONTHLY ELECTRIC	38.65	

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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
0000114	00	COM ED						
3000022009	005261		01	01/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	126.80	
8256051035	005262		01	01/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	27.83	
8745264008	005263		01	01/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	16.83	
6897727003	005264		01	01/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	191.74	
8075341005	005265		01	01/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	25.66	
7065190004	005268		01	01/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	326.12	
6981441003	005269		01	01/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	401.05	
0477145001	005270		01	01/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	289.10	
8745266002	005272		01	01/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	96.84	
8745265005	005273		01	01/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	81.05	
1843000001	005274		01	01/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	16.83	
8661049027	005277		01	01/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	25.66	
8634040009	005278		01	01/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	17.29	
8577601004	005280		01	01/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	16.83	
8157271002	005281		01	01/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	457.61	
8234047019	005282		01	01/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	91.50	
8577587009	005284		01	01/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	16.83	
4163053034	005285		01	01/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	173.38	
6563744012	005286		01	01/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	72.83	
6563742009	005287		01	01/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	183.72	
6563743015	005288		01	01/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	55.01	
4248089012	005289		01	01/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	115.80	
0174056074	005290		01	01/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	192.47	
0263168092	005291		01	01/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	68.01	
0114017015	005292		01	01/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	537.38	
0323144010	005293		01	01/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	74.38	
1459073058	005294		01	01/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	133.41	
6563745019	005295		01	01/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	27.59	
4609164001	005297		01	01/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	11,565.23	
6563742009	005828		01	01/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	53.98	
8661158012	005271		01	01/31/2012	110-6046-418.30-24	MONTHLY ELECTRIC	284.61	
8745412004	005267		01	01/31/2012	530-0088-503.30-24	MONTHLY ELECTRIC	114.73	
8661186016	005283		01	01/31/2012	530-0088-503.30-24	MONTHLY ELECTRIC	1,842.75	
						VENDOR TOTAL *	17,880.86	
0014623	00	COMCAST CABLE						
877120089001830006038			01	01/31/2012	110-2008-413.30-52	DIGITAL BOX	3.85	
877120089008715006000			01	01/31/2012	110-4020-422.60-98	CABLE/INTERNET SVCS	142.32	
						VENDOR TOTAL *	146.17	
0009478	00	COMMUNICATION REVOLVING FUND						
T1219996	006032		01	01/31/2012	110-2008-413.30-52	INTERNET T1	310.00	
T1222809	005674		01	01/31/2012	110-5030-421.30-21	LEASED CIRCUITS	877.39	
						VENDOR TOTAL *	1,187.39	
0004107	00	CONTINENTAL WEATHER SERVICE						
11991	005326		01	01/31/2012	110-6042-433.30-98	MONTHLY WEATHER FORECAST	170.00	
						VENDOR TOTAL *	170.00	
0007535	00	CONTRACTORS EQUIPMENT RENTAL						

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
0007535	00	CONTRACTORS EQUIPMENT RENTAL						
70289	005690		01	01/31/2012	510-6057-502.50-08	PROPANE/HEATER RENTAL	895.00	
						VENDOR TOTAL *	895.00	
0020221	00	COOKIES FRESCO CORP						
09-200	005658		01	01/31/2012	110-5030-421.60-14	DARE GRADUATION CAKE	55.00	
						VENDOR TOTAL *	55.00	
0009471	00	COSTCO - OAKBROOK						
011612	005607		01	01/17/2012	110-2006-413.40-33	SUPPLIES	CHECK #: 152241	79.77
011612	005608		01	01/17/2012	110-4020-422.40-98	SUPPLIES	CHECK #: 152241	83.52
011612	005609		01	01/17/2012	110-4020-422.40-24	SUPPLIES	CHECK #: 152241	141.37
011612	005610		01	01/17/2012	110-5030-421.40-98	SUPPLIES	CHECK #: 152241	83.52
011612	005611		01	01/17/2012	110-6041-432.40-98	SUPPLIES	CHECK #: 152241	79.77
011612	005612		01	01/17/2012	110-6043-434.40-98	SUPPLIES	CHECK #: 152241	79.76
011612	005614		01	01/17/2012	110-6044-435.40-98	SUPPLIES	CHECK #: 152241	79.77
011612	005615		01	01/17/2012	110-6046-418.40-98	SUPPLIES	CHECK #: 152241	79.77
011612	005616		01	01/17/2012	110-6047-512.40-98	SUPPLIES	CHECK #: 152241	79.77
011612	005617		01	01/17/2012	510-6052-501.40-98	SUPPLIES	CHECK #: 152241	107.55
011612	005618		01	01/17/2012	510-6057-502.40-98	SUPPLIES	CHECK #: 152241	79.77
						VENDOR TOTAL *	.00	974.34
0018704	00	CRITTER DETECTIVES, INC						
1373	005063		01	01/31/2012	305-6041-432.80-22	ANIMAL CONTROL BERM	860.00	
						VENDOR TOTAL *	860.00	
0007304	00	CRONIN, THOMAS						
01/23-01/24/12	005917		01	01/31/2012	110-5030-421.60-11	EXPENSE REIMBURSEMENT	20.00	
						VENDOR TOTAL *	20.00	
0006771	00	CUMMINS/NPOWER LLC						
711-49395	005790		01	01/31/2012	110-6040-431.60-11	TRK-1 ENGINE MANUAL	132.56	
711-49393	005791		01	01/31/2012	110-6047-512.50-16	TRK-1	82.22	
						VENDOR TOTAL *	214.78	
0017726	00	CUZZONE, ANTHONY D - PD						
12/5-12/6/2011	005111		01	01/31/2012	110-5030-421.60-05	EXPENSE REIMBURSEMENT	45.47	
12/5-12/6/2011	005112		01	01/31/2012	110-5030-421.60-11	EXPENSE REIMBURSEMENT	20.00	
						VENDOR TOTAL *	65.47	
0007611	00	DAHLIN, STEPHAN S						
MR Refund	MR		01	01/31/2012	110-0000-115.07-01	DAHLIN, STEPHAN S	25.00	
						VENDOR TOTAL *	25.00	
0010278	00	DAVIDSON, ERIC						
01/04/2012	005540		01	01/31/2012	110-4020-422.60-98	EXPENSE REIMBURSEMENT	400.00	
						VENDOR TOTAL *	400.00	
0006182	00	DELTA SONIC CAR WASH SYSTEMS						

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VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0006182 7085672	00	DELTA SONIC 005673	01 01/31/2012	110-6047-512.50-16	CAR WASH SYSTEMS CAR WASHES	238.50	
					VENDOR TOTAL *	238.50	
0000152 1791400	00	DREISILKER 005170	01 01/31/2012	110-6046-418.50-01	ELECTRIC MOTORS EXH FAN MOTOR REPL	127.72	
					VENDOR TOTAL *	127.72	
0000153 14523 14524	00	DU-COMM 005996 004971	01 01/31/2012 01 01/31/2012	110-4020-422.30-18 110-5030-421.30-18	QUARTERLY SHARES QUARTERLY	55,307.00 159,898.00	
					VENDOR TOTAL *	215,205.00	
0000157 315-18146 315-18146 219535	00	DUPAGE ANIMAL 003642 005749 005916	01 12/31/2011 01 01/31/2012 01 01/31/2012	110-5030-421.60-01 110-5030-421.60-01 110-5030-421.60-01	HOSPITAL IMPOUNDS VOID PREV ENTRY-WRONG VEN ANIMAL CONTROL	265.00 265.00- 168.75	
					VENDOR TOTAL *	168.75	
0002873 733	00	DUPAGE CONVENTION & VISITORS BUREAU 004967	01 01/31/2012	110-0094-454.60-45	2011 GETAWAY GUIDE	2,479.00	
					VENDOR TOTAL *	2,479.00	
0000159 315-18146	00	DUPAGE COUNTY ANIMAL CARE & CONTROL 005750	01 01/31/2012	110-5030-421.60-01	IMPOUNDS	265.00	
					VENDOR TOTAL *	265.00	
0000960 01/21/2012	00	DUPAGE COUNTY FIRE CHIEFS ASSN 006094	01 01/26/2012	110-4020-422.60-11	REGISTRATION	CHECK #: 152260	60.00
					VENDOR TOTAL *	.00	60.00
0015638 2012	00	DUPAGE COUNTY MAJ CRIMES TASK FORCE 004978	01 01/31/2012	110-5030-421.60-37	ANNUAL MEMBERSHIP	500.00	
					VENDOR TOTAL *	500.00	
0007246 0327	00	DUPAGE COUNTY TREASURER-IT 006030	01 01/31/2012	110-2008-413.30-52	DATA SVCS	250.00	
					VENDOR TOTAL *	250.00	
0012179 2012	00	DUPAGE JUVENILE OFFICERS ASSN 004977	01 01/31/2012	110-5030-421.60-37	ANNUAL MEMBERSHIP	20.00	
					VENDOR TOTAL *	20.00	
0020250 0440688-IN	00	EAGLE RECOGNITION 005380	01 01/31/2012	110-2007-413.60-23	FREIGHT CHARGES	11.26	
					VENDOR TOTAL *	11.26	
0014731 08-3836	00	ECS 005038	01 01/31/2012	110-1001-411.20-07	BANKING FEE	.23	

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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						
0014731	00	ECS						
08-3836		005039	01	01/31/2012	110-4020-422.20-07	BANKING FEE	30.60	
08-3836		005035	01	01/31/2012	110-5030-421.20-07	W/C CLAIMS	130.00	
08-3836		005040	01	01/31/2012	110-5030-421.20-07	BANKING FEE	62.76	
08-3836		005036	01	01/31/2012	110-6040-431.20-07	W/C CLAIMS	725.00	
08-3836		005041	01	01/31/2012	110-6040-431.20-07	BANKING FEE	118.58	
08-3836		005042	01	01/31/2012	510-6050-501.20-07	BANKING FEE	10.13	
08-3836		005037	01	01/31/2012	510-6055-502.20-07	W/C CLAIMS	130.00	
08-3836		005043	01	01/31/2012	510-6055-502.20-07	BANKING FEE	2.70	
VENDOR TOTAL *							1,210.00	
0017385	00	EDEN BROTHERS						
200601031		005710	01	01/31/2012	510-6052-501.40-98	LEAK DETECTOR CABLES	455.06	
VENDOR TOTAL *							455.06	
0000177	00	ELMHURST CHAMBER OF COMMERCE						
1786		005179	01	01/31/2012	110-3015-414.30-52	EVENT SPONSORSHIP GOT IT!	1,000.00	
1787		005180	01	01/31/2012	110-3015-414.30-52	EVENT SPONSORSHIP GOT IT!	1,400.00	
1865		005181	01	01/31/2012	110-3015-414.30-52	DECEMBER ADS GOT IT!	1,588.50	
1881		005911	01	01/31/2012	110-7060-451.30-52	MEETING/DINNER	50.00	
VENDOR TOTAL *							4,038.50	
0018670	00	ELMHURST CHRISTIAN REFORMED CHURCH						
149 BRUSH HILL		005045	01	01/31/2012	110-4021-425.80-05	WIRELESS RADIO ALARM	1,500.00	
VENDOR TOTAL *							1,500.00	
0014621	00	ELMHURST CLAIMS ACCOUNT - CLAIM SVC						
7504366944		005492	01	01/31/2012	110-4020-422.20-07	SELF INSURED LOSS FUND	11,650.84	
7504366944		005602	01	01/10/2012	110-4020-422.20-07	SELF INSURED LOSS FUND	CHECK #: 152226	726.00
7504366944		005493	01	01/31/2012	110-5030-421.20-07	SELF INSURED LOSS FUND	4,858.69	
7504366944		005603	01	01/10/2012	110-5030-421.20-07	SELF INSURED LOSS FUND	CHECK #: 152226	4,457.25
7504366944		006024	01	01/31/2012	110-5030-421.20-07	SELF INSURED LOSS FUND	2,683.60	
7504366944		005494	01	01/31/2012	110-6040-431.20-07	SELF INSURED LOSS FUND	1,845.51	
7504366944		005604	01	01/10/2012	110-6040-431.20-07	SELF INSURED LOSS FUND	CHECK #: 152226	11,729.71
7504366944		006025	01	01/31/2012	110-6040-431.20-07	SELF INSURED LOSS FUND	979.18	
7504366944		005495	01	01/31/2012	510-6055-502.20-07	SELF INSURED LOSS FUND	1,533.71	
7504366944		005605	01	01/10/2012	510-6055-502.20-07	SELF INSURED LOSS FUND	CHECK #: 152226	2,312.44
7504366944		006026	01	01/31/2012	510-6055-502.20-07	SELF INSURED LOSS FUND	369.60	
VENDOR TOTAL *							23,921.13	19,225.40
0015836	00	ELMHURST INDEPENDENT - ROCK VALLEY						
854672		006088	01	01/31/2012	110-6040-431.30-54	LEGAL NOTICE	46.13	
854619		006090	01	01/31/2012	110-6040-431.30-54	LEGAL NOTICE	24.75	
854672		006089	01	01/31/2012	510-6050-501.30-54	LEGAL NOTICE	46.12	
854619		006091	01	01/31/2012	510-6050-501.30-54	LEGAL NOTICE	24.75	
VENDOR TOTAL *							141.75	
0017934	00	ELMHURST MEMORIAL OCCUP CAROL STRM						
67330		005359	01	01/31/2012	110-2007-413.30-47	PHYSICAL/DRUG SCREEN	640.00	

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VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0017934	00	ELMHURST MEMORIAL OCCUP CAROL STRM									
									VENDOR TOTAL *	640.00	
0000188	00	ELMHURST PARK DISTRICT									
01555		005013	01	01/31/2012			110-0000-313.03-03		TAX REIMBURSEMENT	86.59	
01554		005014	01	01/31/2012			110-0000-313.03-03		TAX REIMBURSEMENT	17.31	
01553		005015	01	01/31/2012			110-0000-313.03-03		TAX REIMBURSEMENT	185.77	
01552		005016	01	01/31/2012			110-0000-313.03-03		TAX REIMBURSEMENT	133.26	
									VENDOR TOTAL *	422.93	
0000193	00	ELMHURST POSTMASTER-PERMIT 47									
BOX #8630		005694	01	01/31/2012			110-1001-411.30-49		CALLER SVC RENEWAL FEE	262.50	
BOX #8630		005696	01	01/31/2012			110-6040-431.30-49		CALLER SVC RENEWAL FEE	262.50	
01132012		005619	01	01/19/2012			510-6050-501.30-49		WATER/SEWER MAILINGS		CHECK #: 152242 1,800.00
BOX #8630		005695	01	01/31/2012			510-6050-501.30-49		CALLER SVC RENEWAL FEE	262.50	
01132012		005620	01	01/19/2012			510-6055-502.30-49		WATER/SEWER MAILINGS		CHECK #: 152242 1,800.00
BOX #8630		005697	01	01/31/2012			510-6055-502.30-49		CALLER SVC RENEWAL FEE	262.50	
									VENDOR TOTAL *	1,050.00	3,600.00
0018484	00	EQUIPMENT DEPOT									
30155009		005215	01	01/31/2012			110-6047-512.50-16		TRK/PARTS PW129	302.22	
									VENDOR TOTAL *	302.22	
0011437	00	EXELON ENERGY COMPANY									
500000600741		005825	01	01/31/2012			110-6041-432.30-24		MONTHLY ELECTRIC	3,484.77	
500000600741		005827	01	01/31/2012			110-6044-435.30-24		MONTHLY ELECTRIC	387.51	
500000600731		005819	01	01/31/2012			510-6051-501.30-24		MONTHLY ELECTRIC	221.21	
500000600721		005821	01	01/31/2012			510-6051-501.30-24		MONTHLY ELECTRIC	449.72	
500000600741		005824	01	01/31/2012			510-6051-501.30-24		MONTHLY ELECTRIC	230.92	
500000600731		005820	01	01/31/2012			510-6052-501.30-24		MONTHLY ELECTRIC	4,447.80	
500000600721		005822	01	01/31/2012			510-6052-501.30-24		MONTHLY ELECTRIC	4,495.58	
500000600741		005823	01	01/31/2012			510-6057-502.30-24		MONTHLY ELECTRIC	30,301.92	
500000600741		005826	01	01/31/2012			530-0088-503.30-24		MONTHLY ELECTRIC	3,693.30	
									VENDOR TOTAL *	47,712.73	
0017007	00	FACILITY SOLUTIONS GROUP									
2648071-00		005882	01	01/31/2012			110-2006-413.40-98		SUPPLIES	22.86	
2648071-00		005884	01	01/31/2012			110-4020-422.40-98		SUPPLIES	22.86	
2648071-00		005887	01	01/31/2012			110-5030-421.40-98		SUPPLIES	22.86	
2648071-00		005889	01	01/31/2012			110-6041-432.40-98		SUPPLIES	22.86	
2648071-00		005891	01	01/31/2012			110-6043-434.40-98		SUPPLIES	22.86	
2595687-00		005384	01	01/31/2012			110-6044-435.40-98		STREET LIGHT CAPACITORS	311.95	
2648071-00		005892	01	01/31/2012			110-6044-435.40-98		SUPPLIES	22.86	
2640023-00		005385	01	01/31/2012			110-6046-418.50-01		LAMPS	363.23	
2648778-00		005881	01	01/31/2012			110-6046-418.50-01		LAMP	109.55	
2648071-00		005894	01	01/31/2012			110-6046-418.40-98		SUPPLIES	22.86	
2648071-00		005895	01	01/31/2012			110-6047-512.40-98		SUPPLIES	22.86	
2648071-00		005896	01	01/31/2012			510-6052-501.40-98		SUPPLIES	22.86	
2648071-00		005897	01	01/31/2012			510-6057-502.40-98		SUPPLIES	22.85	

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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	
0017007	00	FACILITY SOLUTIONS GROUP							
						VENDOR TOTAL *	1,013.32		
0017007 2616970-00	00 005140	FACILITY SOLUTIONS GROUP, CK GRP-	01	01/31/2012	110-6044-435.40-98	STOCK CAPACITORS	159.47		
						VENDOR TOTAL *	159.47		
0000209 ILELM9701 ILELM9723	00 005711 005981	FASTENAL CO	01 01	01/31/2012 01/31/2012	510-6056-502.40-98 510-6056-502.40-98	ROOT CUTTER COLLAR BOLTS BOLTS	22.32 8.34		
						VENDOR TOTAL *	30.66		
0012480 344071 344071	00 005021 005022	FELLER BUSINESS SOLUTIONS	01 01	01/31/2012 01/31/2012	110-1001-411.40-33 110-4025-424.40-33	OFFICE SUPPLIES OFFICE SUPPLIES	89.46 25.49		
						VENDOR TOTAL *	114.95		
0014261 1703353	00 005173	FERGUSON ENTERPRISES INC	01	01/31/2012	110-6046-418.50-01	TOILET REPAIR	1.54		
						VENDOR TOTAL *	1.54		
0015916	00	FIFTH THIRD BANK - PROCUREMENT CARD							
JAN 16 2012	006109		01	01/26/2012	110-1001-411.60-11	ELMHURST CHAMBER OF CO	CHECK #:	152243	50.00
JAN 16 2012	006124		01	01/26/2012	110-1001-411.60-98	FRESH START CAFE	CHECK #:	152243	75.00
JAN 16 2012	006097		01	01/26/2012	110-2007-413.60-11	THE MANAGEMENT ASSN	CHECK #:	152243	877.50
JAN 16 2012	006098		01	01/26/2012	110-2007-413.60-11	BASIC LEARNING SYSTE	CHECK #:	152243	154.95
JAN 16 2012	006099		01	01/26/2012	110-2007-413.60-11	TRAINING ABC	CHECK #:	152243	304.50
JAN 16 2012	006100		01	01/26/2012	110-2007-413.60-11	EIDUPONTTRAINING	CHECK #:	152243	911.88
JAN 16 2012	006101		01	01/26/2012	110-2007-413.60-11	ROCKHURST UNIVERSITY C	CHECK #:	152243	249.00
JAN 16 2012	006102		01	01/26/2012	110-2007-413.40-98	JEWEL #3346	CHECK #:	152243	70.49
JAN 16 2012	006103		01	01/26/2012	110-2007-413.20-09	HUMAN RESOURCE CERT IN	CHECK #:	152243	100.00
JAN 16 2012	006104		01	01/26/2012	110-2007-413.60-23	TLF STEVE'S FLORAL SHO	CHECK #:	152243	6.95-
JAN 16 2012	006105		01	01/26/2012	110-2007-413.60-23	TLF STEVE'S FLORAL SHO	CHECK #:	152243	96.95
JAN 16 2012	006106		01	01/26/2012	110-2008-413.50-23	SYM SECURE SITE SSL	CHECK #:	152243	995.00
JAN 16 2012	006107		01	01/26/2012	110-2008-413.30-52	NETWORK SOLUTIONS, LLC	CHECK #:	152243	46.98
JAN 16 2012	006108		01	01/26/2012	110-2008-413.30-52	NETWORK SOLUTIONS, LLC	CHECK #:	152243	46.98
JAN 16 2012	006110		01	01/26/2012	110-4020-422.60-98	WOODLAND DIRECT	CHECK #:	152243	599.79
JAN 16 2012	006128		01	01/26/2012	110-4020-422.50-01	JUPITER SALES	CHECK #:	152243	48.00
JAN 16 2012	006111		01	01/26/2012	110-5030-421.60-08	JEWEL #3346	CHECK #:	152243	13.95
JAN 16 2012	006112		01	01/26/2012	110-5030-421.60-11	ELMHURST CHOP SUEY	CHECK #:	152243	54.90
JAN 16 2012	006113		01	01/26/2012	110-5030-421.60-11	ELMHURST CHOP SUEY	CHECK #:	152243	136.53
JAN 16 2012	006114		01	01/26/2012	110-5030-421.30-49	USPS 16250295523301252	CHECK #:	152243	8.60
JAN 16 2012	006115		01	01/26/2012	110-5030-421.40-31	SWPS.COM/210-590-9363	CHECK #:	152243	79.03
JAN 16 2012	006116		01	01/26/2012	110-5030-421.40-31	CHEAPER THAN DIRT	CHECK #:	152243	323.67
JAN 16 2012	006117		01	01/26/2012	110-5030-421.40-31	PELICAN CASE	CHECK #:	152243	102.18
JAN 16 2012	006118		01	01/26/2012	110-5030-421.40-31	ACTION TARGET	CHECK #:	152243	101.13
JAN 16 2012	006119		01	01/26/2012	110-5030-421.40-98	PELICAN CASE	CHECK #:	152243	93.34
JAN 16 2012	006123		01	01/26/2012	110-5030-421.50-01	SEARS COM INTERNET	CHECK #:	152243	41.54-
JAN 16 2012	006125		01	01/26/2012	110-5030-421.50-01	SEARS COM INTERNET	CHECK #:	152243	577.53

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO	NO	NO						AMOUNT
0015916	00	FIFTH THIRD BANK - PROCUREMENT CARD						
JAN 16 2012	006126		01	01/26/2012	110-5030-421.50-01	AMAZON.COM	CHECK #: 152243	36.04
JAN 16 2012	006134		01	01/26/2012	110-5030-421.40-98	JEWEL #3346	CHECK #: 152243	27.99
JAN 16 2012	006120		01	01/26/2012	110-6040-431.60-37	INTL SOC ARBORICULTURE	CHECK #: 152243	170.00
JAN 16 2012	006121		01	01/26/2012	110-6042-433.50-16	CIRUS CONTROLS	CHECK #: 152243	167.93
JAN 16 2012	006122		01	01/26/2012	110-6046-418.50-01	ENGINEERSUPPLY COM	CHECK #: 152243	122.23
JAN 16 2012	006127		01	01/26/2012	110-6046-418.50-01	INSTAWARES	CHECK #: 152243	1,912.41
JAN 16 2012	006129		01	01/26/2012	110-6046-418.50-01	FELLOWES INC	CHECK #: 152243	2.32-
JAN 16 2012	006130		01	01/26/2012	110-6046-418.40-98	JEWEL #3346	CHECK #: 152243	19.96
JAN 16 2012	006131		01	01/26/2012	110-6046-418.40-98	AMAZON MKTPLACE PMTS	CHECK #: 152243	134.49
JAN 16 2012	006132		01	01/26/2012	110-6046-418.40-98	SEARS ROEBUC INTERNET	CHECK #: 152243	63.59
JAN 16 2012	006133		01	01/26/2012	110-6046-418.50-01	GUITAR CENTER #336	CHECK #: 152243	47.96
JAN 16 2012	006136		01	01/26/2012	110-7060-451.60-39	AMAZON MKTPLACE PMTS	CHECK #: 152243	13.99
JAN 16 2012	006137		01	01/26/2012	210-8070-452.60-37	AMER LIB ASSOC-IMIS	CHECK #: 152243	153.00
JAN 16 2012	006138		01	01/26/2012	210-8070-452.40-38	NATL SOCIETY DAR	CHECK #: 152243	18.00
JAN 16 2012	006139		01	01/26/2012	210-8070-452.40-33	AZURADISC INC	CHECK #: 152243	251.45-
JAN 16 2012	006140		01	01/26/2012	210-8070-452.40-33	SYM SECURE SITE SSL	CHECK #: 152243	399.00
JAN 16 2012	006135		01	01/26/2012	510-6050-501.60-11	PAYPAL IWEA	CHECK #: 152243	170.00-
						VENDOR TOTAL *	.00	8,932.21
0000648	00	FILTER RENU OF ILLINOIS, INC						
84246	005901		01	01/31/2012	110-6047-512.50-02	FILTER RENEWED	25.92	
						VENDOR TOTAL *	25.92	
0017101	00	FIRE SERVICE, INC						
4565	004991		01	01/31/2012	110-6047-512.50-16	TRK-1	97.86	
4484	005099		01	01/31/2012	110-6047-512.50-02	TRK 31 WATERWAY REPLACEMT	13,440.23	
						VENDOR TOTAL *	13,538.09	
0005438	00	FLEET SAFETY SUPPLY						
54400	004993		01	01/31/2012	110-4020-422.80-06	F-13	675.76	
54412	004992		01	01/31/2012	110-5030-421.40-31	PD-17 LIGHT BAR	142.91	
54511	005789		01	01/31/2012	110-5030-421.80-06	PD-17 .NEW SET-UP	32.65	
						VENDOR TOTAL *	851.32	
0000220	00	FLETSCH CO INC, GORDON						
1ED661	005034		01	01/31/2012	110-5030-421.40-33	LABELS	213.02	
1E2733	006086		01	01/31/2012	110-5030-421.30-21	COPIER MAINT	696.11	
						VENDOR TOTAL *	909.13	
0003165	00	FLEXIBLE						
2836	005409		01	01/31/2012	110-6041-432.40-52	WANDS	416.60	
						VENDOR TOTAL *	416.60	
0005844	00	FLINK SNOW PLOWS & SPREADERS						
40917	005214		01	01/31/2012	110-6042-433.50-16	TRK/PARTS PW52/STOCK	603.65	
						VENDOR TOTAL *	603.65	
0007538	00	FOREMAN, JOSEPH D CO						

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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
0007538 261189 261311	00	FOREMAN, JOSEPH D CO 005689 006009		01 01/31/2012 01 01/31/2012	510-6057-502.50-08 510-6057-502.50-08	CHECK VALVE REPAIR PUMP REPAIR	538.69 117.28	
						VENDOR TOTAL *	655.97	
002027J 11/24/2011	00	FORENSIC PSYCHOLOGY ASSOCS 005970		01 01/31/2012	110-1003-412.30-52	EVALUATION	1,793.75	
						VENDOR TOTAL *	1,793.75	
0002222 01/01-01/17/12	00	FORESMAN, RICH 005498		01 01/31/2012	110-0086-453.30-52	CATV PROF SVCS	104.00	
						VENDOR TOTAL *	104.00	
0019978 74822	00	FOREST AWARDS & ENGRAVING 005028		01 01/31/2012	110-5030-421.60-98	RETIREMENT PLAQUE	76.00	
						VENDOR TOTAL *	76.00	
0005480 269702-00	00	FORESTRY SUPPLIERS, INC 005679		01 01/31/2012	110-6043-434.50-08	EARMUFFS	23.88	
						VENDOR TOTAL *	23.88	
0013847 5671012	00	FRY'S ELECTRONICS, INC 005076		01 01/31/2012	110-2008-413.40-72	PELICAN CASE GPS	394.96	
						VENDOR TOTAL *	394.96	
0016266 10025-135747 10025-135746	00	GATEHOUSE MEDIA SUBURBAN NEWSPAPERS 005998 005999		01 01/31/2012 01 01/31/2012	110-4020-422.60-98 110-4020-422.60-98	SUBSCRIPTION SUBSCRIPTION	25.00 25.00	
						VENDOR TOTAL *	50.00	
0019250 R18400 R18405	00	GEN POWER, INC 006052 006053		01 01/31/2012 01 01/31/2012	510-6057-502.50-08 510-6057-502.50-08	GENERATOR SVC GENERATOR RENTAL	465.00 3,682.80	
						VENDOR TOTAL *	4,147.80	
0007045 SLS/660335	00	GLOCK, INC 005663		01 01/31/2012	110-5030-421.40-98	GUN PARTS	269.00	
						VENDOR TOTAL *	269.00	
0019648 11/02/2011	00	GODDARD, LESLIE 005629		01 01/31/2012	110-7060-451.60-39	EXHIBIT EXPENSE	500.00	
						VENDOR TOTAL *	500.00	
0006938 10341261	00	GRAHAM SIGN 006075		01 01/31/2012	110-4020-422.80-06	LETTERING/STRIPING SVCS	1,415.00	
						VENDOR TOTAL *	1,415.00	
0000242 9724523221	00	GRAINGER 005100		01 01/31/2012	110-6041-432.40-98	SUPPLIES	64.39	

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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
0000242	00	GRAINGER						
9724523221	005101		01	01/31/2012	110-6043-434.40-98	SUPPLIES	64.39	
9724523221	005102		01	01/31/2012	110-6044-435.40-98	SUPPLIES	64.39	
9724523221	005103		01	01/31/2012	110-6046-418.40-98	SUPPLIES	64.39	
9732204509	005905		01	01/31/2012	110-6046-418.50-01	SUPPLIES	39.72	
9724523221	005104		01	01/31/2012	110-6047-512.40-98	SUPPLIES	64.39	
9732204509	005906		01	01/31/2012	110-6047-512.40-98	SUPPLIES	75.43	
9724523221	005105		01	01/31/2012	510-6052-501.40-98	SUPPLIES	64.39	
9732204509	005907		01	01/31/2012	510-6052-501.40-98	SUPPLIES	21.33	
9724523221	005106		01	01/31/2012	510-6057-502.40-98	SUPPLIES	64.38	
						VENDOR TOTAL *	587.20	
0000255	00	HAHN & ASSOCS, LTD						
FEB 2012	005186		01	01/31/2012	110-5030-421.30-48	SOCIAL SVCS	4,203.04	
						VENDOR TOTAL *	4,203.04	
0000257	00	HANEY & SONS INC, B						
2012-0005	005059		01	01/31/2012	110-6043-434.30-78	LOG DISPOSAL	50.00	
						VENDOR TOTAL *	50.00	
0000633	00	HARRINGTON INDUSTRIAL PLASTICS LLC						
02393418	005557		01	01/31/2012	510-6052-501.50-18	CHLORINE TUBING	267.40	
02393767	006015		01	01/31/2012	510-6052-501.50-18	TUBING REPLACEMENT	267.87	
						VENDOR TOTAL *	535.27	
0002046	00	HASTINGS AIR-ENERGY CONTROL						
40932	005988		01	01/31/2012	110-4020-422.30-98	AIR DROPS MAINT	851.00	
40933	005989		01	01/31/2012	110-4020-422.30-98	AIR DROPS MAINT	800.00	
						VENDOR TOTAL *	1,651.00	
0015904	00	HD SUPPLY WATERWORKS, LTD						
4092351	005714		01	01/31/2012	510-6052-501.40-07	VALVE/HYD STOCK	2,652.16	
4129586	005715		01	01/31/2012	510-6052-501.40-07	VALVE/HYD STOCK	757.76	
4056843	005716		01	01/31/2012	510-6052-501.40-07	VALVE/HYD STOCK	378.88	
						VENDOR TOTAL *	3,788.80	
0011839	00	HEALTHCARE SERVICE CORP						
014582	005566		01	01/31/2012	110-1001-411.20-04	HEALTH INS	6,091.94	
014582	005567		01	01/31/2012	110-2006-413.20-04	HEALTH INS	14,244.76	
014582	005568		01	01/31/2012	110-2007-413.20-04	HEALTH INS	3,037.13	
014582	005569		01	01/31/2012	110-2008-413.20-04	HEALTH INS	6,322.55	
014582	005570		01	01/31/2012	110-3015-414.20-04	HEALTH INS	2,499.81	
014582	005571		01	01/31/2012	110-4020-422.20-04	HEALTH INS	69,816.33	
014582	005572		01	01/31/2012	110-4025-424.20-04	HEALTH INS	13,152.44	
014582	005573		01	01/31/2012	110-5030-421.20-04	HEALTH INS	114,680.68	
014582	005574		01	01/31/2012	110-6040-431.20-04	HEALTH INS	28,249.69	
014582	005575		01	01/31/2012	110-7060-451.20-04	HEALTH INS	3,879.62	
014582	005579		01	01/31/2012	210-8070-452.20-04	HEALTH INS	21,688.86	
014582	005576		01	01/31/2012	510-6050-501.20-04	HEALTH INS	5,920.52	

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VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0011839	00	HEALTHCARE SERVICE CORP						
014582	005577		01	01/31/2012	510-6055-502.20-04	HEALTH INS	6,688.45	
014582	005578		01	01/31/2012	530-0088-503.20-04	HEALTH INS	2,424.48	
VENDOR TOTAL *							298,697.26	
0020022	00	HENDERSON PRODUCTS INC						
S8-01020	005727		01	01/31/2012	110-6042-433.50-16	PW-19 STOCK	299.00	
VENDOR TOTAL *							299.00	
0019440	00	HEUSING, MICHAEL L						
01/12/2012	005997		01	01/31/2012	110-4020-422.60-98	EXPENSE REIMBURSEMENT	400.00	
VENDOR TOTAL *							400.00	
0004296	00	HIGHLAND ESTATES COFFEE TRADERS						
052560071723	004966		01	01/31/2012	110-6046-418.40-98	VENDING MACHINE RESTOCK	44.03	
VENDOR TOTAL *							44.03	
0008835	00	HOBBY LOBBY STORES INC						
32310416	005621		01	01/31/2012	110-7060-451.60-65	RETURNED MERCHANDISE	8.97-	
32311115	005622		01	01/31/2012	110-7060-451.60-65	EDUCATION EXPENSES	29.98	
VENDOR TOTAL *							21.01	
0020261	00	HOFFMAN, KATHLEEN K						
796 BRYAN	005649		01	01/31/2012	510-6056-502.30-89	OVERHEAD SEWER PROGRAM	4,125.00	
VENDOR TOTAL *							4,125.00	
0000275	00	HOLIDAY CAMERA INC						
422310	005677		01	01/31/2012	110-5030-421.50-08	CAMERA REPAIR	124.65	
VENDOR TOTAL *							124.65	
0006864	00	HOME DEPOT 1919-NORTHLAKE						
030583/1023339	005195		01	01/31/2012	110-4020-422.50-01	PAINT	4.28	
030213/1023337	005196		01	01/31/2012	110-4020-422.50-01	PAINT	14.08	
010979/0272265	005197		01	01/31/2012	110-4020-422.50-01	DRAIN PLUGS	12.16	
VENDOR TOTAL *							30.52	
0012341	00	HOME DEPOT 1982-OAKBROOK TERR						
011452/9122036	005194		01	01/31/2012	110-4020-422.50-01	HEATER	139.80	
016198/4021215	005544		01	01/31/2012	110-6041-432.40-53	TOOLS	9.44	
012268/8020381	005545		01	01/31/2012	510-6057-502.50-01	OFFICE REMODEL SUPPLIES	72.70	
019702/1021919	006072		01	01/31/2012	510-6057-502.40-31	JIGSAW REPLACEMENT	165.97	
VENDOR TOTAL *							387.91	
0005211	00	HOME PLUMBING & HEATING CO INC						
6235	005159		01	01/31/2012	110-5030-421.50-01	TOILET REPAIR	65.64	
6236	005158		01	01/31/2012	110-6046-418.40-98	PLUMBING TOOL	19.00	
VENDOR TOTAL *							84.64	
0007888	00	HOMER TREE CARE INC						

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0007888	00	HOMER TREE CARE INC						
19686	005082		01	01/31/2012	110-6043-434.30-88	EAB ASH REDUCTION	22,057.00	
19688	005083		01	01/31/2012	110-6043-434.30-88	EAB ASH REDUCTION	8,089.50	
19687	005084		01	01/31/2012	110-6043-434.30-88	EAB ASH REDUCTION	10,740.50	
VENDOR TOTAL *							40,887.00	
0017543	00	HORNER, CHRIS						
01/12/2012	005188		01	01/31/2012	110-5030-421.60-05	EXPENSE REIMBURSEMENT	13.53	
01/12/2012	005189		01	01/31/2012	110-5030-421.60-11	EXPENSE REIMBURSEMENT	10.00	
VENDOR TOTAL *							23.53	
0000278	00	HOUSE OF GLASS						
25244	005171		01	01/31/2012	110-6046-418.50-01	PICTURE GLASS	4.38	
VENDOR TOTAL *							4.38	
0000799	00	HUNTER & ASSOCS, INC, F L						
27385	005381		01	01/31/2012	110-1003-412.30-52	APPLICANT LD EXAMS	1,500.00	
VENDOR TOTAL *							1,500.00	
0009581	00	I C N A						
04/16-04/19/12	005969		01	01/31/2012	110-5030-421.60-11	REGISTRATION	1,650.00	
VENDOR TOTAL *							1,650.00	
0016470	00	I G F O A						
DUES-11537	005404		01	01/31/2012	110-2006-413.60-37	MEMBERSHIP	255.00	
DUES-11536	005682		01	01/31/2012	110-2006-413.60-37	MEMBERSHIP	345.00	
VENDOR TOTAL *							600.00	
0001000	00	IBM CORP						
1213405	006035		01	01/31/2012	110-2008-413.50-23	SOFTWARE MAINT	1,154.31	
1213405	006036		01	01/31/2012	110-2008-413.50-22	HARDWARE MAINT	1,326.09	
VENDOR TOTAL *							2,480.40	
0020254	00	ICE TOWN						
472366	005167		01	01/31/2012	110-6046-418.50-01	ICE MACHINE REPAIR	149.00	
VENDOR TOTAL *							149.00	
0007209	00	IDEOA- IL DRUG ENF OFFICERS ASSOC						
04/18-04/20/12	005398		01	01/31/2012	110-5030-421.60-27	REGISTRATION	720.00	
VENDOR TOTAL *							720.00	
0001201	00	IL ASSN OF CHIEFS OF POLICE						
2011-586	005738		01	01/31/2012	110-1003-412.60-42	POLICE TESTING POSTING	30.00	
VENDOR TOTAL *							30.00	
0001192	00	IL COALITION						
7038R	005668		01	01/31/2012	110-5030-421.40-33	HANDBOOKS	92.96	
VENDOR TOTAL *							92.96	
0011955	00	IL DEPT OF TRANSPORTATION-FIN SVCS						

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INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0011955	00	IL DEPT OF TRANSPORTATION-FIN SVCS						
38450		006008	01	01/31/2012	110-6044-435.30-71	MONTHLY MAINT	1,104.00	
						VENDOR TOTAL *	1,104.00	
0009117	00	IL EPA FISCAL SERVICE SECTION						
043035AFP		005743	01	01/31/2012	110-6041-432.30-98	ANNUAL STATE SITE FEE	235.00	
						VENDOR TOTAL *	235.00	
0000973	00	IL FIRE CHIEFS ASSN - LANSING						
12-993		005995	01	01/31/2012	110-4020-422.60-37	MEMBERSHIP	450.00	
						VENDOR TOTAL *	450.00	
0006067	00	IL FIRE CHIEFS ASSN - MUNDELEIN						
01/16-01/20/12		005971	01	01/31/2012	110-2007-413.20-09	REGISTRATION	300.00	
02/20-02/24/12		005972	01	01/31/2012	110-2007-413.20-09	REGISTRATION	300.00	
						VENDOR TOTAL *	600.00	
0005679	00	IL LAW ENFORCEMENT OFFICERS						
165		005388	01	01/31/2012	110-5030-421.60-51	SUBSCRIPTION	60.00	
						VENDOR TOTAL *	60.00	
0007667	00	IL OFFICE OF THE STATE FIRE MARSHAL						
9468121		006023	01	01/31/2012	510-6057-502.50-01	COMPRESSOR TANK INSPECTIO	95.00	
						VENDOR TOTAL *	95.00	
0000291	00	IL SEC OF STATE - TITLE APPLIC FEES,CK GRP-1						
#11-033235		005029	01	01/31/2012	110-5030-421.60-27	TITLE APPLICATION FEE	95.00	
						VENDOR TOTAL *	95.00	
0000291	00	IL SEC OF STATE - TITLE APPLIC FEES,CK GRP-2						
#11-032271		005030	01	01/31/2012	110-5030-421.60-27	TITLE APPLICATION FEE	95.00	
						VENDOR TOTAL *	95.00	
0000291	00	IL SEC OF STATE - TITLE APPLIC FEES,CK GRP-3						
#11-032096		005031	01	01/31/2012	110-5030-421.60-27	TITLE APPLICATION FEE	95.00	
						VENDOR TOTAL *	95.00	
0000291	00	IL SEC OF STATE - TITLE APPLIC FEES,CK GRP-4						
#11-027403		005032	01	01/31/2012	110-5030-421.60-27	TITLE APPLICATION FEE	95.00	
						VENDOR TOTAL *	95.00	
0000291	00	IL SEC OF STATE - TITLE APPLIC FEES,CK GRP-6						
#11-001179		005107	01	01/31/2012	110-5030-421.60-27	TITLE APPLIC FEE	95.00	
						VENDOR TOTAL *	95.00	
0001319	00	IL SEC OF STATE - VEHICLE SVCS,CK GRP-1						
PD-26		005128	01	01/31/2012	110-6047-512.60-55	PLATE RENEWAL	99.00	
						VENDOR TOTAL *	99.00	
0019187	00	IL STATE POLICE-LIQUOR CONTROL COMM						

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0019187	00	IL STATE POLICE-LIQUOR CONTROL COMM	L66310388	005386		01	01/31/2012	110-5030-421.30-98	1631/LIQUOR CONTROL COMM	34.25	
			L66310387	005387		01	01/31/2012	110-5030-421.30-98	1631/LIQUOR CONTROL COMM	34.25	
VENDOR TOTAL *										68.50	
0013266	00	IL STATE TREASURER-DIV OF TRANSP	105016	005122		01	01/31/2012	110-6048-513.80-25	SPRING RD IMPROVEMENTS	59,840.20	
VENDOR TOTAL *										59,840.20	
0003391	00	IL TACTICAL OFFICERS ASSN	03/27/2012	005672		01	01/31/2012	110-5030-421.60-11	REGISTRATION	200.00	
			03/27/2012	006083		01	01/31/2012	110-5030-421.60-11	REGISTRATION	40.00	
VENDOR TOTAL *										240.00	
0004409	00	ILLINI POWER PRODUCTS	116746	006050		01	01/31/2012	510-6056-502.50-11	SWITCH REPAIR	601.74	
VENDOR TOTAL *										601.74	
0016143	00	IN-RANGE LLC	11168	005966		01	01/31/2012	110-5030-421.40-31	RUBBER BLANKS	332.00	
VENDOR TOTAL *										332.00	
0020272	00	INDIANA POLYGRAPH ASSN	01/25/2012	005968		01	01/31/2012	110-5030-421.60-37	MEMBERSHIP	75.00	
VENDOR TOTAL *										75.00	
0015044	00	INDUSTRIAL STEEL SERVICE CENTER INC	32119	005726		01	01/31/2012	110-6042-433.50-16	PW-75 REPAIRS	235.00	
VENDOR TOTAL *										235.00	
0006347	00	INLAND COMMERCIAL PROPERTY MGT INC	002-1748200	005538		01	01/31/2012	530-0088-503.50-15	MONTHLY MAINT CONTRACT	1,150.00	
VENDOR TOTAL *										1,150.00	
0010731	00	INTERSTATE BATTERY SYSTEM OF	74311	005108		01	01/31/2012	110-5030-421.60-27	RECONDITIONED BATTERIES	60.00	
			74234	004990		01	01/31/2012	110-6047-512.50-16	PD-2	211.90	
			130057039	005224		01	01/31/2012	110-6047-512.50-16	TRK/PARTS PD-2	387.80	
			110112697	005893		01	01/31/2012	110-6047-512.50-16	PARTS/SUPPLIES	293.85	
VENDOR TOTAL *										953.55	
0010177	00	INTL ASSN OF CHIEFS OF POLICE	1001007108	005182		01	01/31/2012	110-5030-421.60-37	MEMBERSHIP	120.00	
			1001007274	005183		01	01/31/2012	110-5030-421.60-37	MEMBERSHIP	120.00	
VENDOR TOTAL *										240.00	
0000344	00	JC LICHT - NETWORK PLACE	1203-9153487	005157		01	01/31/2012	110-5030-421.50-01	CONFERENCE RM PAINT	42.99	
			1203-9164638	005156		01	01/31/2012	110-6046-418.50-01	DIAS DOOR STAIN	8.85	

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INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0000344	00	JC LICHT - NETWORK PLACE						
1203-9160029	005155		01	01/31/2012	510-6057-502.50-01	PAINT OFFICE	33.99	
1203-9190647	006017		01	01/31/2012	510-6057-502.50-01	PAINT/SUPPLIES	65.97	
						VENDOR TOTAL *	151.80	
0000976	00	JIM'S TOWING,CK GRP-6						
96780	005109		01	01/31/2012	110-5030-421.60-27	CASE #11-047560	350.00	
						VENDOR TOTAL *	350.00	
0000976	00	JIM'S TOWING,CK GRP-7						
96399	005110		01	01/31/2012	110-5030-421.60-27	CASE #11-047786	350.00	
						VENDOR TOTAL *	350.00	
0007611	00	JOHNSON, HENRY						
MR Refund	MR		01	01/31/2012	110-0000-115.07-01	JOHNSON, HENRY	25.00	
						VENDOR TOTAL *	25.00	
0000312	00	JULIE INC						
2012-0488	005908		01	01/31/2012	110-6040-431.30-80	JULIE LOCATES	4,981.50	
2012-0488	005909		01	01/31/2012	510-6050-501.30-80	JULIE LOCATES	4,981.51	
						VENDOR TOTAL *	9,963.01	
0000314	00	KALE UNIFORMS						
603356	004970		01	01/31/2012	110-5030-421.40-11	UNIFORMS	41.00	
602945	005023		01	01/31/2012	110-5030-421.40-11	UNIFORMS	180.00	
602898	005024		01	01/31/2012	110-5030-421.40-11	UNIFORMS	1,277.50	
604206	005390		01	01/31/2012	110-5030-421.40-11	UNIFORM SUPPLIES	117.89	
604220	005391		01	01/31/2012	110-5030-421.40-11	UNIFORM SUPPLIES	117.89	
604222	005392		01	01/31/2012	110-5030-421.40-11	UNIFORM SUPPLIES	117.89	
604223	005393		01	01/31/2012	110-5030-421.40-11	UNIFORM SUPPLIES	103.94	
604225	005394		01	01/31/2012	110-5030-421.40-11	UNIFORM SUPPLIES	123.00	
604226	005395		01	01/31/2012	110-5030-421.40-11	UNIFORM SUPPLIES	123.00	
604228	005396		01	01/31/2012	110-5030-421.40-11	UNIFORM SUPPLIES	117.89	
605865	005670		01	01/31/2012	110-5030-421.40-11	UNIFORM SUPPLIES	545.95	
606407	005671		01	01/31/2012	110-5030-421.40-11	UNIFORM SUPPLIES	60.00	
606967	006087		01	01/31/2012	110-5030-421.40-11	UNIFORM SUPPLIES	123.00	
						VENDOR TOTAL *	3,048.95	
0020270	00	KAMPWIRTH, NICOLE						
141 REX	005910		01	01/31/2012	510-6056-502.30-89	OVERHEAD SEWER PROGRAM	5,000.00	
						VENDOR TOTAL *	5,000.00	
0019654	00	KANE, MCKENNA & ASSOCIATES INC						
10849	005046		01	01/31/2012	110-3015-414.30-52	PROFESSIONAL SVCS	2,850.00	
						VENDOR TOTAL *	2,850.00	
0014725	00	KELLER & ASSOCS, INC, J J						
009068632	005725		01	01/31/2012	110-6047-512.40-98	WORK SAFETY MANUALS	709.36	
						VENDOR TOTAL *	709.36	
0000323	00	KIEFT BROTHERS, INC - A/P						

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NO	NO	NO						AMOUNT
0000323	00	KIEFT BROTHERS, INC - A/P						
183226	005879		01	01/31/2012	110-6041-432.40-48	CEMENT	176.00	
183226	005880		01	01/31/2012	510-6052-501.40-63	VAULTS	264.00	
183003	005708		01	01/31/2012	510-6056-502.40-98	WWTP INLET FILTERS	480.00	
183111	005709		01	01/31/2012	510-6056-502.40-29	SEWER REPAIR STOCK	264.00	
						VENDOR TOTAL *	1,184.00	
0006943	00	KIESLER'S POLICE SUPPLY, INC						
0681263	005964		01	01/31/2012	110-5030-421.40-31	GUNS	859.00	
						VENDOR TOTAL *	859.00	
0011896	00	KIMBALL MIDWEST						
2272167	005724		01	01/31/2012	110-6042-433.50-16	PLOW EDGE BOLTS	463.64	
2275918	005787		01	01/31/2012	110-6042-433.50-16	NUTS/BOLTS/SUPPLIES	401.83	
2268602	005213		01	01/31/2012	110-6047-512.50-16	NUTS/BOLTS/SUPPLIES	434.88	
						VENDOR TOTAL *	1,300.35	
0015276	00	KING, DAVID & ASSOCS, INC						
4038	005119		01	01/31/2012	110-6046-418.60-69	DEC 2011 MGMT FEES	1,502.99	
4039	005118		01	01/31/2012	310-0089-461.30-52	DEC 2011 MGMT FEES	1,000.00	
						VENDOR TOTAL *	2,502.99	
0020245	00	KLOS, EMILY						
0330	005017		01	01/31/2012	530-0000-341.50-03	QUARTERLY PASS REFUND	103.33	
						VENDOR TOTAL *	103.33	
0012568	00	KRUEGER, JASON						
01062012	004973		01	01/31/2012	110-5030-421.60-05	EXPENSE REIMBURSEMENT	16.43	
01062012	004974		01	01/31/2012	110-5030-421.60-11	EXPENSE REIMBURSEMENT	9.65	
01/18/2012	005661		01	01/31/2012	110-5030-421.60-05	EXPENSE REIMBURSEMENT	6.14	
01/18/2012	005662		01	01/31/2012	110-5030-421.60-11	EXPENSE REIMBURSEMENT	10.00	
						VENDOR TOTAL *	42.22	
0010360	00	KUSSMAUL ELECTRONICS CO INC						
51889	005786		01	01/31/2012	110-6042-433.50-16	FIRE TRK STOCK	255.42	
						VENDOR TOTAL *	255.42	
0001559	00	KVETON, JAMES						
01/11/2012	005399		01	01/31/2012	110-5030-421.40-11	EXPENSE REIMBURSEMENT	37.69	
01/23/2012	005675		01	01/31/2012	110-5030-421.40-98	EXPENSE REIMBURSEMENT	16.11	
						VENDOR TOTAL *	53.80	
0016626	00	LAI, LTD						
10129	005561		01	01/31/2012	510-6052-501.50-18	RESERVOIR CL2 REPAIRS	404.30	
10180	006051		01	01/31/2012	510-6052-501.50-18	CHLORMATOR	2,605.00	
						VENDOR TOTAL *	3,009.30	
0002524	00	LAW BULLETIN						
1508462	005116		01	01/31/2012	110-5030-421.30-98	BACKGROUND CHARGES	45.00	

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0002524 1495384	00	LAW BULLETIN 005117	01	01/31/2012	110-5030-421.30-98	BACKGROUND NAME CHECKS	90.00	
VENDOR TOTAL *							135.00	
0013313 931483	00	LEACH ENTERPRISES, INC 005055	01	01/31/2012	110-6047-512.50-16	PARTS/SUPPLIES	58.18	
931664		005322	01	01/31/2012	110-6047-512.50-16	FILTERS	18.90	
931913		005405	01	01/31/2012	110-6047-512.50-16	FILTERS	32.22	
931945		005550	01	01/31/2012	110-6047-512.50-16	FILTERS	20.40	
931895		005723	01	01/31/2012	110-6047-512.50-16	PW-38	87.47	
VENDOR TOTAL *							217.17	
0020131 492-52344	00	LEE AUTO ELMHURST 004999	01	01/31/2012	110-4020-422.80-06	F-13	3.54	
492-52681		005000	01	01/31/2012	110-6047-512.50-16	F-ANTIQUE	3.95	
492-52756		005001	01	01/31/2012	110-6047-512.50-16	F-5	113.58	
492-52780		005002	01	01/31/2012	110-6047-512.50-16	F-5	52.73	
492-52863		005003	01	01/31/2012	110-6047-512.50-16	F-5	141.25	
492-52865		005004	01	01/31/2012	110-6047-512.50-16	F-5	11.49	
492-52949		005005	01	01/31/2012	110-6047-512.50-16	F-5	159.58	
492-53204		005006	01	01/31/2012	110-6047-512.50-16	F-5	22.03	
492-53208		005007	01	01/31/2012	110-6047-512.50-16	F-5	3.92	
492-53218		005008	01	01/31/2012	110-6047-512.50-16	F-5	274.07	
492-53562		005069	01	01/31/2012	110-6047-512.50-16	PARTS/SUPPLIES	43.80	
492-53430		005218	01	01/31/2012	110-6047-512.50-16	AUTO/PARTS E-26	68.58	
492-53940		005219	01	01/31/2012	110-6047-512.50-16	TRK/PARTS PD-20	4.99	
492-53432		005220	01	01/31/2012	110-6047-512.50-16	TRK/PARTS PW112	187.78	
492-52986		005221	01	01/31/2012	110-6047-512.50-16	TRK/PARTS F-5	322.83	
492-53565		005222	01	01/31/2012	110-6047-512.50-16	RETURNED MERCHANDISE	3.79-	
492-53941		005733	01	01/31/2012	110-6047-512.50-16	E-11	57.60	
492-54077		005734	01	01/31/2012	110-6047-512.50-16	STOCK	15.00	
492-54312		005735	01	01/31/2012	110-6047-512.50-16	STOCK	68.64	
492-54329		005736	01	01/31/2012	110-6047-512.50-16	STOCK	38.94	
492-54373		005737	01	01/31/2012	110-6047-512.50-16	E-11	110.27	
492-54666		005796	01	01/31/2012	110-6047-512.50-16	PD-48	363.54	
492-54790		005797	01	01/31/2012	110-6047-512.50-16	PD-3	9.99	
492-54812		005798	01	01/31/2012	110-6047-512.50-16	CORE CREDIT	100.00-	
492-54945		005799	01	01/31/2012	110-6047-512.50-16	MERCHANDISE RETURN	231.13-	
VENDOR TOTAL *							1,743.18	
0005326 1/199040	00	LESMAN INSTRUMENT CO 005558	01	01/31/2012	510-6057-502.50-08	PRESSURE GAUGE REPLACE	33.10	
VENDOR TOTAL *							33.10	
0012723 1525805-2011123005121	00	LEXISNEXIS 1525805-2011123005120	01	01/31/2012	110-2006-413.60-98	PROFESSIONAL SVCS	28.46	
			01	01/31/2012	530-0088-503.30-09	PROFESSIONAL SVCS	85.35	
VENDOR TOTAL *							113.81	
0000509	00	LILJEBERG, GLEN R.						

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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
0000509	00	LILJEBERG, GLEN R.						
01/01-01/17/12	005497		01	01/31/2012	110-0086-453.30-52	CATV PROF SVCS	142.50	
						VENDOR TOTAL *	142.50	
0011081	00	LINDCO EQPT SALES						
20120094-P	005722		01	01/31/2012	110-6047-512.50-16	PW-9 STOCK	50.48	
						VENDOR TOTAL *	50.48	
0015274	00	LMCC						
483	006003		01	01/31/2012	110-4025-424.60-11	CODE BOOK	152.00	
						VENDOR TOTAL *	152.00	
0000617	00	M & M REPORTING, INC						
49958	005692		01	01/31/2012	110-3015-414.30-13	COURT REPORTING	382.50	
49957	005693		01	01/31/2012	110-3015-414.30-13	COURT REPORTING	244.50	
						VENDOR TOTAL *	627.00	
0015771	00	MAGELLAN BEHAVIORAL HEALTH						
0031083052	005307		01	01/31/2012	110-1001-411.20-04	HEALTH INS	39.41	
0031086340	005345		01	01/31/2012	110-1001-411.20-04	HEALTH INS	39.41	
0031083052	005308		01	01/31/2012	110-2006-413.20-04	HEALTH INS	92.15	
0031086340	005346		01	01/31/2012	110-2006-413.20-04	HEALTH INS	92.15	
0031083052	005309		01	01/31/2012	110-2007-413.20-04	HEALTH INS	19.65	
0031086340	005347		01	01/31/2012	110-2007-413.20-04	HEALTH INS	19.65	
0031083052	005310		01	01/31/2012	110-2008-413.20-04	HEALTH INS	40.90	
0031086340	005348		01	01/31/2012	110-2008-413.20-04	HEALTH INS	40.90	
0031083052	005311		01	01/31/2012	110-3015-414.20-04	HEALTH INS	16.17	
0031086340	005349		01	01/31/2012	110-3015-414.20-04	HEALTH INS	16.17	
0031083052	005312		01	01/31/2012	110-4020-422.20-04	HEALTH INS	451.65	
0031086340	005350		01	01/31/2012	110-4020-422.20-04	HEALTH INS	451.65	
0031083052	005313		01	01/31/2012	110-4025-424.20-04	HEALTH INS	85.08	
0031086340	005351		01	01/31/2012	110-4025-424.20-04	HEALTH INS	85.08	
0031083052	005314		01	01/31/2012	110-5030-421.20-04	HEALTH INS	741.88	
0031086340	005352		01	01/31/2012	110-5030-421.20-04	HEALTH INS	741.88	
0031083052	005315		01	01/31/2012	110-6040-431.20-04	HEALTH INS	476.88	
0031086340	005353		01	01/31/2012	110-6040-431.20-04	HEALTH INS	476.88	
0031083052	005316		01	01/31/2012	110-7060-451.20-04	HEALTH INS	25.10	
0031086340	005354		01	01/31/2012	110-7060-451.20-04	HEALTH INS	25.10	
0031083052	005320		01	01/31/2012	210-8070-452.20-04	HEALTH INS	140.31	
0031086340	005358		01	01/31/2012	210-8070-452.20-04	HEALTH INS	140.31	
0031083052	005317		01	01/31/2012	510-6050-501.20-04	HEALTH INS	176.12	
0031086340	005355		01	01/31/2012	510-6050-501.20-04	HEALTH INS	176.12	
0031083052	005318		01	01/31/2012	510-6055-502.20-04	HEALTH INS	138.54	
0031086340	005356		01	01/31/2012	510-6055-502.20-04	HEALTH INS	138.54	
0031083052	005319		01	01/31/2012	530-0088-503.20-04	HEALTH INS	15.68	
0031086340	005357		01	01/31/2012	530-0088-503.20-04	HEALTH INS	15.68	
						VENDOR TOTAL *	4,919.04	
0007486	00	MAMMA MARIA'S PIZZA						

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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						
0007486	00	MAMMA MARIA'S PIZZA						
725932		004979	01	01/31/2012	110-5030-421.60-98	MEETING REFRESHMENTS	85.00	
17		005676	01	01/31/2012	110-5030-421.60-08	PEER JURY REFRESHMENTS	71.25	
						VENDOR TOTAL *	156.25	
0007259	00	MARCOTT ENTERPRISES, INC						
16325		004980	01	01/31/2012	510-6056-502.40-98	TRENCH BACKFILL	3,966.89	
16322		005327	01	01/31/2012	510-6056-502.40-98	STONE	1,592.27	
						VENDOR TOTAL *	5,559.16	
0007176	00	MCCANN INDUSTRIES INC						
07140648		004989	01	01/31/2012	110-6047-512.50-16	PW-74	71.31	
						VENDOR TOTAL *	71.31	
0001049	00	MCI						
08611797999		005260	01	01/31/2012	110-0094-454.30-75	MONTHLY PHONE	9.08	
08611797999		005250	01	01/31/2012	110-1001-411.30-75	MONTHLY PHONE	23.30	
08611797999		005251	01	01/31/2012	110-2006-413.30-75	MONTHLY PHONE	24.30	
08611797999		005258	01	01/31/2012	110-2007-413.30-75	MONTHLY PHONE	2.71	
08611797999		005259	01	01/31/2012	110-2008-413.30-75	MONTHLY PHONE	18.88	
08611797999		005252	01	01/31/2012	110-3015-414.30-75	MONTHLY PHONE	10.47	
08611797999		005253	01	01/31/2012	110-4020-422.30-75	MONTHLY PHONE	15.02	
08611797999		005254	01	01/31/2012	110-4022-423.30-75	MONTHLY PHONE	.07	
08611797999		005279	01	01/31/2012	110-5030-421.30-75	MONTHLY PHONE	141.39	
08611797999		005255	01	01/31/2012	110-6040-431.30-75	MONTHLY PHONE	33.19	
08611797999		005256	01	01/31/2012	110-7060-451.30-75	MONTHLY PHONE	31.55	
08611797999		005257	01	01/31/2012	510-6055-502.30-75	MONTHLY PHONE	2.75	
						VENDOR TOTAL *	312.71	
0002941	00	MCMMASTER-CARR SUPPLY CO-A/P ADDRESS						
11175379		005073	01	01/31/2012	110-4020-422.50-08	BAR CODE SCANNER HANGER	59.69	
14184225		005151	01	01/31/2012	110-4020-422.50-01	REPL TOWEL DISPENSER	56.69	
14671322		005149	01	01/31/2012	110-5030-421.50-01	DOOR REPAIR	26.66	
13854530		005150	01	01/31/2012	110-5030-421.50-01	DOOR REPAIR	113.83	
14441101		005212	01	01/31/2012	110-6042-433.50-16	POLY TANK REPAIRS	25.14	
15542601		005784	01	01/31/2012	110-6042-433.50-16	PW-34/116	334.67	
15542600		005785	01	01/31/2012	110-6042-433.50-16	STOCK WHEELS	334.67	
14142071		005134	01	01/31/2012	110-6044-435.40-98	BROADCAST SALT SPREADERS	603.11	
14813058		005328	01	01/31/2012	110-6044-435.40-98	BROADCAST SPREADER/DEFLEC	138.04	
14053644		005132	01	01/31/2012	110-6046-418.50-01	RETURNED MERCHANDISE	31.46	
13549459		005141	01	01/31/2012	110-6046-418.50-01	CH DIAS ACCESS DOOR	31.46	
14059400		005148	01	01/31/2012	110-6046-418.50-01	EXHAUST FAN V-BELTS	54.08	
13549458		005329	01	01/31/2012	110-6046-418.50-01	DOOR	31.46	
14444213		005211	01	01/31/2012	110-6047-512.40-53	SHOP TOOL	74.77	
12989849		005147	01	01/31/2012	510-6057-502.50-01	DOOR REPAIR	38.75	
14933157		006012	01	01/31/2012	510-6057-502.50-08	BOLT REPLACEMENT	19.74	
15799317		006013	01	01/31/2012	510-6057-502.50-01	DRAWERS/DIVIDERS/TAPE CAR	121.37	
						VENDOR TOTAL *	2,032.67	
0013303	00	MECHANICAL INC						

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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
0013303	00	MECHANICAL INC					
CHI151953	005160		01 01/31/2012	110-4020-422.50-01	BOILER REPAIR	540.00	
CHI151659	006043		01 01/31/2012	510-6057-502.50-01	HVAC REPAIRS	2,222.68	
VENDOR TOTAL *						2,762.68	
0000366	00	MEL'S ACE HARDWARE					
418383/4	005541		01 01/31/2012	110-4020-422.60-98	FLARE UNION	4.04	
418379/4	005542		01 01/31/2012	110-4020-422.60-98	GAS LINE FITTING	13.62	
418406/4	005543		01 01/31/2012	110-6041-432.40-98	PROPANE/DRILL BIT	10.77	
418482/4	005814		01 01/31/2012	110-6041-432.40-53	SMALL TOOLS	55.27	
418456/4	005680		01 01/31/2012	110-6043-434.40-53	DUST PAN	3.14	
418230/4	005138		01 01/31/2012	110-6046-418.50-01	CEILING HEATER UNIT MATL	15.07	
418339/4	005193		01 01/31/2012	110-7060-451.50-01	CHALKBOARD HANGERS	5.09	
418240/4	005982		01 01/31/2012	510-6052-501.40-98	BOLTS	1.32	
VENDOR TOTAL *						108.32	
0002641	00	METROPOLITAN FAMILY SVCS DUPAGE					
DEC 2011	006092		01 01/31/2012	110-0083-443.60-48	SENIOR SVCS	5,539.75	
VENDOR TOTAL *						5,539.75	
0007364	00	METROPOLITAN LIFE INSURANCE CO					
00132	005583		01 01/31/2012	110-1001-411.20-05	DENTAL INS	350.33	
00132	005584		01 01/31/2012	110-2006-413.20-05	DENTAL INS	803.95	
00132	005585		01 01/31/2012	110-2007-413.20-05	DENTAL INS	189.37	
00132	005586		01 01/31/2012	110-2008-413.20-05	DENTAL INS	481.16	
00132	005587		01 01/31/2012	110-3015-414.20-05	DENTAL INS	187.65	
00132	005588		01 01/31/2012	110-4020-422.20-05	DENTAL INS	3,512.76	
00132	005589		01 01/31/2012	110-4025-424.20-05	DENTAL INS	816.00	
00132	005590		01 01/31/2012	110-5030-421.20-05	DENTAL INS	6,454.02	
00132	005591		01 01/31/2012	110-6040-431.20-05	DENTAL INS	1,720.66	
00132	005592		01 01/31/2012	110-7060-451.20-05	DENTAL INS	220.35	
00132	005593		01 01/31/2012	210-8070-452.20-05	DENTAL INS	1,303.19	
00132	005594		01 01/31/2012	510-6050-501.20-05	DENTAL INS	346.03	
00132	005595		01 01/31/2012	510-6055-502.20-05	DENTAL INS	173.87	
00132	005596		01 01/31/2012	530-0088-503.20-05	DENTAL INS	151.44	
VENDOR TOTAL *						16,710.78	
0009371	00	MICRO CENTER A/R					
2738150	005078		01 01/31/2012	110-2008-413.40-72	HARD DRIVES	239.98	
2738183	005079		01 01/31/2012	110-2008-413.50-22	PRINTER/WARRANTY	649.98	
025-SE-2738182	005080		01 01/31/2012	110-2008-413.50-22	PRINTER/WARRANTY	579.99	
VENDOR TOTAL *						309.97	
0003384	00	MICROFLEX					
IN1251523	005053		01 01/31/2012	510-6057-502.40-98	OTHER SUPPLIES	251.60	
VENDOR TOTAL *						251.60	
0004354	00	MID-STATES ORGANIZED CRIME					
13009-15599	005033		01 01/31/2012	110-5030-421.60-37	ANNUAL MEMBERSHIP	250.00	

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VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004354	00	MID-STATES ORGANIZED CRIME						
						VENDOR TOTAL *	250.00	
0000631 92352	00 006006	MIDWEST ELECTRICAL APPLIANCE		01 01/31/2012	110-4020-422.50-01	RANGE REPAIR	623.00	
						VENDOR TOTAL *	623.00	
0017125	00	MIDWEST OPERATING ENGRS BENEFITS						
MARCH 2012	005580			01 01/31/2012	110-6040-431.20-04	HEALTH INS	47,700.00	
MARCH 2012	005582			01 01/31/2012	510-6050-501.20-04	HEALTH INS	20,900.00	
MARCH 2012	005581			01 01/31/2012	510-6055-502.20-04	HEALTH INS	16,300.00	
						VENDOR TOTAL *	84,900.00	
0017838 10366	00 006082	MIDWEST RECORD SERVICES LLC		01 01/31/2012	110-5030-421.30-40	MICROFILMED RECORDS	3,387.90	
						VENDOR TOTAL *	3,387.90	
0020255 01/12/2012	00 005225	MONACO, DANIEL J		01 01/31/2012	110-6040-431.60-11	EXPENSE REIMBURSEMENT	50.00	
						VENDOR TOTAL *	50.00	
0015510 50706	00 005009	MORTON GROVE AUTOMOTIVE WEST		01 01/31/2012	110-6047-512.50-02	PW-57	125.00	
						VENDOR TOTAL *	125.00	
0007257 IL10-458621	00 006014	MOTION INDUSTRIES, INC		01 01/31/2012	510-6057-502.50-01	PUMP REPAIR	46.56	
						VENDOR TOTAL *	46.56	
0000378 41160789 90853493	00 005096 004988	MOTOROLA - COLLECTION CTR DR		01 01/31/2012	110-2008-413.80-03	POLICE MDTs	151,957.50	
				01 01/31/2012	110-5030-421.40-98	PD-11	44.85	
						VENDOR TOTAL *	152,002.35	
0005471 3676900	00 005669	MTS SAFETY PRODUCTS, INC		01 01/31/2012	110-5030-421.40-11	UNIFORM SUPPLIES	85.11	
						VENDOR TOTAL *	85.11	
0007206 02/01/2012	00 006095	MUNICIPAL CLERKS OF DUPAGE COUNTY		01 01/26/2012	110-1001-411.60-11	MEETING/LUNCH	CHECK #: 152261	24.00
						VENDOR TOTAL *	.00	24.00
0005845	00	NICOR GAS						
54-23-78-0000	5005300			01 01/31/2012	110-4020-422.30-29	MONTHLY GAS	831.57	
26-13-75-0650	2005302			01 01/31/2012	110-4020-422.30-29	MONTHLY GAS	99.13	
02-25-68-0000	0005303			01 01/31/2012	110-6046-418.30-29	MONTHLY GAS	401.40	
39-23-24-0000	0005298			01 01/31/2012	110-7060-451.30-29	MONTHLY GAS	23.95	
52-71-78-0000	8005299			01 01/31/2012	510-6056-502.30-29	MONTHLY GAS	38.09	
75-23-24-0000	4005304			01 01/31/2012	510-6056-502.30-29	MONTHLY GAS	368.68	

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0005845	00	NICOR GAS						
43-64-24-0000	6005305		01	01/31/2012	510-6056-502.30-29	MONTHLY GAS	184.31	
99-81-68-0000	9005306		01	01/31/2012	510-6056-502.30-29	MONTHLY GAS	165.91	
02-50-97-6561	2006028		01	01/31/2012	510-6057-502.80-20	GAS LINE EXTENSION	116,037.79	
							VENDOR TOTAL *	118,150.83
0004099	00	NORTH AMERICAN SALT CO						
70785426	005746		01	01/31/2012	250-6042-433.40-46	SALT	26,224.35	
70787157	005747		01	01/31/2012	250-6042-433.40-46	SALT	26,739.98	
							VENDOR TOTAL *	52,964.33
0000401	00	NORTH EAST MULTI-REGIONAL TRAINING						
152468	005113		01	01/31/2012	110-5030-421.60-11	TRAINING	275.00	
152485	005114		01	01/31/2012	110-5030-421.60-11	TRAINING	35.00	
							VENDOR TOTAL *	310.00
0012390	00	NORTHERN SAFETY CO, INC						
P320700701010	005553		01	01/31/2012	110-6043-434.40-98	SUPPLIES	73.82	
P320700701010	005554		01	01/31/2012	110-6044-435.40-98	SUPPLIES	73.81	
P320700701010	005555		01	01/31/2012	510-6052-501.40-98	SUPPLIES	66.79	
							VENDOR TOTAL *	214.42
0017755	00	NORTHWEST FORD & STERLING TRUCK						
6170924	005783		01	01/31/2012	110-6047-512.50-16	PW-34	189.22	
							VENDOR TOTAL *	189.22
0011197	00	NOVALYNX CORP						
43669	006068		01	01/31/2012	510-6057-502.50-10	RAIN CHARTS	135.31	
							VENDOR TOTAL *	135.31
0016932	00	O'HARE AUTO BODY LTD						
28207	005678		01	01/31/2012	110-6047-512.50-02	ACCIDENT REPAIR PD-6	2,033.17	
							VENDOR TOTAL *	2,033.17
0002228	00	O'HERRON CO INC, RAY - LOMBARD						
0047501-IN	005115		01	01/31/2012	110-5030-421.40-11	UNIFORMS	692.05	
0047761-IN	005659		01	01/31/2012	110-5030-421.40-11	UNIFORM SUPPLIES	157.95	
							VENDOR TOTAL *	850.00
0008640	00	OFFICE DEPOT						
591766311001	005018		01	01/31/2012	110-2006-413.40-33	OFFICE SUPPLIES	68.10	
591766311001	005020		01	01/31/2012	110-2006-413.40-33	OFFICE SUPPLIES	18.20	
593260668001	005740		01	01/31/2012	110-2006-413.40-33	OFFICE SUPPLIES	55.98	
593260668001	005742		01	01/31/2012	110-2006-413.40-33	OFFICE SUPPLIES	20.14	
591766311001	005019		01	01/31/2012	110-3015-414.40-33	OFFICE SUPPLIES	23.36	
593260668001	005741		01	01/31/2012	110-6040-431.40-33	OFFICE SUPPLIES	8.36	
							VENDOR TOTAL *	194.14
0019461	00	OHLER, MARY						

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INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0016966	00	PITNEY BOWES				PURCHASE POWER		
800090900617327005699			01	01/31/2012	110-2006-413.30-49	POSTAGE METER REFILL	350.00	
800090900617327005700			01	01/31/2012	110-2007-413.30-49	POSTAGE METER REFILL	250.00	
800090900617327005701			01	01/31/2012	110-3015-414.30-49	POSTAGE METER REFILL	250.00	
800090900617327005702			01	01/31/2012	110-4020-422.30-49	POSTAGE METER REFILL	250.00	
800090900617327005703			01	01/31/2012	110-4025-424.30-49	POSTAGE METER REFILL	250.00	
800090900617327005704			01	01/31/2012	110-5030-421.30-49	POSTAGE METER REFILL	750.00	
800090900617327005705			01	01/31/2012	110-6040-431.30-49	POSTAGE METER REFILL	750.00	
800090900617327005706			01	01/31/2012	110-7060-451.30-49	POSTAGE METER REFILL	250.00	
800090900617327005707			01	01/31/2012	530-0088-503.30-49	POSTAGE METER REFILL	900.00	
						VENDOR TOTAL *	5,000.00	
0014770	00	POLLARDWATER.COM-EAST						
1316837-IN	005980		01	01/31/2012	510-6052-501.40-98	GRABBER REPAIR	281.57	
						VENDOR TOTAL *	281.57	
0020277	00	POPOVSKI, CARL & KATHLEEN						
26232	006093		01	01/31/2012	110-0000-316.00-00	TRANSFER STAMP REFUND	525.00	
						VENDOR TOTAL *	525.00	
0000435	00	PORTABLE COMMUNICATIONS						
I01200250	005782		01	01/31/2012	110-5030-421.50-17	RADIO 70 REPAIR	67.50	
						VENDOR TOTAL *	67.50	
0000437	00	PORTER PIPE & SUPPLY CO						
10580146-00	005172		01	01/31/2012	110-6046-418.50-01	SPRINKLER SYSTEM REPAIR	32.12	
10581916-00	006018		01	01/31/2012	510-6057-502.50-01	PUMP REPAIR	22.21	
10581916-01	006019		01	01/31/2012	510-6057-502.50-01	PUMP REPAIR	49.39	
						VENDOR TOTAL *	103.72	
0013302	00	PRECISION CONTROL SYSTEMS OF						
18580	005174		01	01/31/2012	110-5030-421.30-98	MAINTENANCE FEE	273.00	
						VENDOR TOTAL *	273.00	
0000618	00	PROGRESSIVE ELECTRONICS						
1266	005389		01	01/31/2012	110-5030-421.50-08	RADAR GUN REPAIR	125.82	
						VENDOR TOTAL *	125.82	
0018647	00	PUBLIC SAFETY MEDIA GROUP LLC						
00603144	005739		01	01/31/2012	110-1003-412.60-42	POLICE TESTING POSTING	180.00	
						VENDOR TOTAL *	180.00	
0016310	00	QUANTUM LABS INC						
INV-139022	005049		01	01/31/2012	510-6057-502.40-98	OTHER SUPPLIES	251.00	
						VENDOR TOTAL *	251.00	
0020130	00	RAINBOW FARMS ENTERPRISES						
29048	005061		01	01/31/2012	110-6043-434.30-78	LEAF DISPOSAL	1,170.00	
29049	005062		01	01/31/2012	110-6043-434.30-78	WOODCHIP DISPOSAL	900.00	

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
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0020130	00	RAINBOW FARMS ENTERPRISES						
						VENDOR TOTAL *	2,070.00	
0016300	00	RB ENTERPRISES - ST CHARLES						
105945	005064		01	01/31/2012	110-6042-433.30-72	SNOW CONTRACT	566.00	
104463 D	005129		01	01/31/2012	110-6042-433.30-72	SNOW CONTRACT	660.00	
104464 D	005130		01	01/31/2012	110-6042-433.30-72	SNOW CONTRACT	575.00	
105946	005324		01	01/31/2012	110-6042-433.30-72	SNOW REMOVAL	370.00	
106193	005802		01	01/31/2012	110-6042-433.30-72	SNOW REMOVAL	882.50	
106194	005803		01	01/31/2012	110-6042-433.30-72	SNOW REMOVAL	370.00	
106327	005804		01	01/31/2012	110-6042-433.30-72	SNOW REMOVAL	882.50	
106328	005805		01	01/31/2012	110-6042-433.30-72	SNOW REMOVAL	370.00	
106464	005806		01	01/31/2012	110-6042-433.30-72	SNOW REMOVAL	882.50	
106465	005807		01	01/31/2012	110-6042-433.30-72	SNOW REMOVAL	370.00	
106630	005808		01	01/31/2012	110-6042-433.30-72	SNOW REMOVAL	730.00	
106984	005809		01	01/31/2012	110-6042-433.30-72	SNOW REMOVAL	500.00	
107162	005810		01	01/31/2012	110-6042-433.30-72	SNOW REMOVAL	773.00	
107163	005811		01	01/31/2012	110-6042-433.30-72	SNOW REMOVAL	370.00	
107337	005812		01	01/31/2012	110-6042-433.30-72	SNOW REMOVAL	500.00	
107523	005813		01	01/31/2012	110-6042-433.30-72	SNOW REMOVAL	882.50	
						VENDOR TOTAL *	9,684.00	
0020262	00	REAL WHEELS RWC, INC						
169611	005721		01	01/31/2012	110-6047-512.50-16	TRUCK 2-STOCK	107.58	
						VENDOR TOTAL *	107.58	
0005687	00	ROESCH FORD						
FOCS19049	005208		01	01/31/2012	110-6047-512.50-02	TRK/PARTS PD-6	118.98	
15800	005732		01	01/31/2012	110-6047-512.50-16	PW-87	18.39	
						VENDOR TOTAL *	137.37	
0004969	00	ROTARY CLUB OF ELMHURST						
7711	005912		01	01/31/2012	110-7060-451.60-37	MEMBERSHIP	325.00	
						VENDOR TOTAL *	325.00	
0008861	00	ROYAL RECOGNITION						
11-16843	005382		01	01/31/2012	110-2007-413.60-23	SERVICE AWARD	188.71	
						VENDOR TOTAL *	188.71	
0019609	00	RYAN, RICHARD J, ATTORNEY AT LAW						
01092012	005056		01	01/31/2012	110-0081-415.30-36	ADJUDICATION SVCS	4,243.75	
						VENDOR TOTAL *	4,243.75	
0001751	00	S & S INDUSTRIAL SUPPLY						
3518464 RI	005407		01	01/31/2012	110-6046-418.40-24	SUPPLIES	84.87	
3508569 RI	005406		01	01/31/2012	110-6047-512.40-24	SUPPLIES	81.23	
3518464 RI	005408		01	01/31/2012	110-6047-512.40-24	SUPPLIES	245.57	
3522694 RI	005691		01	01/31/2012	110-6047-512.50-16	PARTS/SUPPLIES	111.35	
3523305 RI	005877		01	01/31/2012	110-6047-512.40-98	SUPPLIES	283.44	

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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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0001751	00	S & S INDUSTRIAL SUPPLY						
						VENDOR TOTAL *	806.46	
0008163	00	S & S WORLDWIDE, INC						
7194094	005913		01	01/31/2012	110-7060-451.60-65	EDUCATION PROG SUPPLIES	95.56	
7197670	005914		01	01/31/2012	110-7060-451.60-65	EDUCATION PROG SUPPLIES	124.96	
						VENDOR TOTAL *	220.52	
0000473	00	SAKASH, JOHN CO INC						
276772	005788		01	01/31/2012	110-6047-512.50-16	STOCK	6.00	
						VENDOR TOTAL *	6.00	
0020259	00	SCHEIBACH, MICHAEL, PHD						
02/23/2012	005623		01	01/31/2012	110-7060-451.60-65	SPEAKERS FEE	200.00	
						VENDOR TOTAL *	200.00	
0000477	00	SCHWEPPE						
279832	005862		01	01/31/2012	110-2006-413.40-33	SUPPLIES	11.10	
279832	005863		01	01/31/2012	110-4020-422.40-98	SUPPLIES	11.10	
279832	005864		01	01/31/2012	110-5030-421.40-98	SUPPLIES	11.10	
279832	005865		01	01/31/2012	110-6041-432.40-98	SUPPLIES	11.10	
279832	005866		01	01/31/2012	110-6043-434.40-98	SUPPLIES	11.10	
279832	005867		01	01/31/2012	110-6044-435.40-98	SUPPLIES	11.09	
278412	005176		01	01/31/2012	110-6046-418.40-98	PITCHER DRIP TRAYS	71.50	
279832	005868		01	01/31/2012	110-6046-418.40-98	SUPPLIES	11.09	
279832	005869		01	01/31/2012	110-6047-512.40-98	SUPPLIES	11.09	
279832	005870		01	01/31/2012	510-6052-501.40-98	SUPPLIES	11.09	
279832	005871		01	01/31/2012	510-6057-502.40-98	SUPPLIES	11.09	
						VENDOR TOTAL *	182.45	
0007611	00	SCOTT, KENDRA						
AT12-968	005647		01	01/31/2012	110-0000-115.07-02		500.00	
						VENDOR TOTAL *	500.00	
0010169	00	SEAWAY SUPPLY						
78865	005010		01	01/31/2012	110-6046-418.40-24	JANITORIAL SUPPLIES	391.20	
78991	005410		01	01/31/2012	110-6046-418.40-24	SUPPLIES	490.00	
79072	005876		01	01/31/2012	110-6046-418.40-24	SUPPLIES	401.25	
						VENDOR TOTAL *	1,282.45	
0000481	00	SERVICE SPRING						
116104	005204		01	01/31/2012	110-6047-512.50-16	TRK/PARTS PW38	1,314.05	
116104	005205		01	01/31/2012	110-6047-512.50-02	TRK/PARTS PW38	290.00	
116117	005206		01	01/31/2012	110-6047-512.50-16	TRK/PARTS PW52	681.50	
116117	005207		01	01/31/2012	110-6047-512.50-02	TRK/PARTS PW52	150.00	
						VENDOR TOTAL *	2,435.55	
0000199	00	SIEMENS INDUSTRY - PALATINE						
900548989	006048		01	01/31/2012	510-6057-502.50-08	DAF POLYBLEND REPAIR	9.00	

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0000199 900561128	00 006049	SIEMENS INDUSTRY - PALATINE	01	01/31/2012	510-6057-502.50-08	PUMP REPAIR	515.82	
						VENDOR TOTAL *	524.82	
0015913 900561129	00 006010	SIEMENS INDUSTRY INC - ATLANTA POB	01	01/31/2012	510-6057-502.50-08	PUMP REPAIR	120.52	
						VENDOR TOTAL *	120.52	
0020276 5105	00 006070	SILTMASER	01	01/31/2012	510-6057-502.50-01	FENCE	1,650.00	
						VENDOR TOTAL *	1,650.00	
0004780 3806	00 005801	SPECIAL T UNLIMITED	01	01/31/2012	110-6041-432.40-62	UNIFORMS	326.50	
						VENDOR TOTAL *	326.50	
0000740 C71206 C71205	00 005780 005781	STANDARD EQPT CO	01	01/31/2012	110-6042-433.50-16	PW-76	286.30	
			01	01/31/2012	110-6042-433.50-16	PW-25	286.30	
						VENDOR TOTAL *	572.60	
0016546 9468493	00 005177	STATE FIRE MARSHAL	01	01/31/2012	110-5030-421.50-01	BOILER INSPECTION	100.00	
						VENDOR TOTAL *	100.00	
0004546 95469556 95469556 95469556	00 005050 005051 005052	STATE INDUSTRIAL PRODUCTS	01	01/31/2012	110-4020-422.40-24	JANITORIAL SUPPLIES	149.91	
			01	01/31/2012	110-6047-512.40-24	JANITORIAL SUPPLIES	149.91	
			01	01/31/2012	510-6057-502.40-24	JANITORIAL SUPPLIES	149.91	
						VENDOR TOTAL *	449.73	
0008126 4003110535	00 005965	STERICYCLE INC	01	01/31/2012	110-5030-421.30-98	ENERGY/FUEL CHARGE	22.23	
						VENDOR TOTAL *	22.23	
0020273 03/15/2012	00 005915	STURDEVANT, CHRIS	01	01/31/2012	110-7060-451.60-65	SPEAKER	250.00	
						VENDOR TOTAL *	250.00	
0014290 418378	00 005072	SUBURBAN DOOR CHECK & LOCK SERVICE	01	01/31/2012	110-4020-422.50-08	KEY BOX	57.39	
						VENDOR TOTAL *	57.39	
0008228 14822 15155 12975 14766 15105	00 005564 006020 005563 005565 006021	SUBURBAN LABORATORIES INC	01	01/31/2012	510-6051-501.30-33	LAB TESTING	117.00	
			01	01/31/2012	510-6051-501.30-33	LAB TESTING	280.00	
			01	01/31/2012	510-6057-502.30-33	LAB TESTING	534.00	
			01	01/31/2012	510-6057-502.30-33	LAB TESTING	288.00	
			01	01/31/2012	510-6057-502.30-33	LAB TESTING	390.00	

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0008228 14988 15432	00	SUBURBAN LABORATORIES INC 006022 006047		01 01/31/2012 01 01/31/2012	510-6057-502.30-33 510-6057-502.30-33	LAB TESTING LAB TESTING	288.00 961.00	
						VENDOR TOTAL *	2,858.00	
0000523 10310-00	00	TERMINAL SUPPLY CO 005720		01 01/31/2012	110-6042-433.50-16	PLOW LIGHT SWITCHES	51.95	
						VENDOR TOTAL *	51.95	
0000525 70057059	00	TERRACE SUPPLY CO 005169		01 01/31/2012	110-6046-418.50-01	BLOW OUT A/C COILS	31.43	
						VENDOR TOTAL *	31.43	
0020275 259 ELM PARK	00	THEILBAR, PETE 005974		01 01/31/2012	510-6056-502.30-90	SEWER LINE REIMBURSEMENT	2,000.00	
						VENDOR TOTAL *	2,000.00	
0008999 14234 14235	00	THIRD MILLENNIUM ASSOCS, INC 005633 005635		01 01/31/2012 01 01/31/2012	110-6040-431.40-65 110-6040-431.40-65	ANNUAL PROGRAMMING ANNUAL MAINT FEE	650.00 495.00	
						VENDOR TOTAL *	1,145.00	
0009514 53634	00	TONE COMMANDER 006029		01 01/31/2012	110-2008-413.50-25	HANDSET	36.00	
						VENDOR TOTAL *	36.00	
0015926 011912-01	00	TOPARCO, LLC 006056		01 01/31/2012	510-6057-502.40-98	MAINT PAINTING	4,890.00	
						VENDOR TOTAL *	4,890.00	
0020260 01/20/2012	00	TOPIARY FLORAL DESIGNS 005681		01 01/31/2012	310-0089-461.60-18	RETAIL BUSINESS GRANT REI	5,000.00	
						VENDOR TOTAL *	5,000.00	
0000533 71672 71673	00	TRAFFIC CONTROL & PROTECTION 005411 005412		01 01/31/2012 01 01/31/2012	110-6041-432.40-52 110-6041-432.40-52	ALUMINUM BLANKS ALUMINUM BLANKS	291.92 329.00	
						VENDOR TOTAL *	620.92	
0000535 12100855 12100861	00	TRANS UNION LLC 004968 004969		01 01/31/2012 01 01/31/2012	110-5030-421.30-98 110-5030-421.30-98	MONTHLY SVC MONTHLY SVC	45.00 17.13	
						VENDOR TOTAL *	62.13	
0000536 0000170036 0000170214 0000170213 0000170694	00	TREE TOWNS REPROGRAPHICS, INC 005600 005601 005606 005977		01 01/31/2012 01 01/31/2012 01 01/31/2012 01 01/31/2012	110-7060-451.30-52 110-7060-451.30-52 110-7060-451.60-39 110-7060-451.60-65	EXHIBIT EXPENSES EXHIBIT EXPENSES BROCHURE EDUCATIONAL PROGRAM	448.75 107.00 37.00 103.50	

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0000536 0000170694	00 005978	TREE TOWNS REPROGRAPHICS, INC		01 01/31/2012	110-7060-451.60-39	EXHIBIT EXPENSE	21.75	
						VENDOR TOTAL *	718.00	
0000538 320370 320364	00 005200 005199	TRI-STATE HYDRAULICS INC		01 01/31/2012 01 01/31/2012	110-6042-433.50-16 110-6047-512.50-16	TRK/PARTS PW29 TRK/PARTS PW91	135.92 381.11	
						VENDOR TOTAL *	517.03	
0009931 072308	00 005719	TRUCK ALIGNMENT SPECIALISTS INC		01 01/31/2012	110-6047-512.50-02	PW-112	172.65	
						VENDOR TOTAL *	172.65	
0016865 230602	00 005088	TRUGREEN - 2806		01 01/31/2012	110-6042-433.40-46	SNOW REMOVAL/ICE CONTROL	850.00	
						VENDOR TOTAL *	850.00	
0002491 01/17/2012	00 005861	TUREK, THOMAS W		01 01/31/2012	760-0000-491.60-59	EXPENSE REIMBURSEMENT	750.00	
						VENDOR TOTAL *	750.00	
0020258 344590 344608 344242	00 005631 005800 005630	TWIST OFFICE PRODS		01 01/31/2012 01 01/31/2012 01 01/31/2012	110-1001-411.40-33 110-1001-411.40-33 110-2006-413.40-33	TAB DIVIDERS OFFICE SUPPLIES TRIMMING BOARD/PAPER CUTT	60.00 36.77 73.49	
						VENDOR TOTAL *	170.26	
0019534 081 0764837 081 0766846 081 768838 081 0764837 081 0766846 081 768838	00 005070 005548 005816 005071 005549 005817	UNIFIRST CORP		01 01/31/2012 01 01/31/2012 01 01/31/2012 01 01/31/2012 01 01/31/2012 01 01/31/2012	110-6041-432.40-62 110-6041-432.40-62 110-6041-432.40-62 510-6052-501.40-62 510-6052-501.40-62 510-6052-501.40-62	UNIFORMS UNIFORM SUPPLIES UNIFORMS UNIFORMS UNIFORM SUPPLIES UNIFORMS	103.58 107.72 122.22 103.58 107.73 122.22	
						VENDOR TOTAL *	667.05	
0015470 IN203079	00 005992	UNIFORMITY INC		01 01/31/2012	110-4020-422.40-62	UNIFORM SUPPLIES	26.95	
						VENDOR TOTAL *	26.95	
0003709 233619 233618 233915 234119	00 005011 005012 005413 005904	UNIQUE PRODUCTS & SERV CORP		01 01/31/2012 01 01/31/2012 01 01/31/2012 01 01/31/2012	110-6046-418.40-24 110-6046-418.40-24 110-6046-418.40-24 110-6046-418.40-24	JANITORIAL SUPPLIES JANITORIAL SUPPLIES SUPPLIES SUPPLIES	414.40 189.75 379.50 257.66	
						VENDOR TOTAL *	1,241.31	
0000709 8734	00 005546	UNITED FENCE CO		01 01/31/2012	510-6052-501.40-31	GATE REPAIRS	6,124.00	

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NO	NO	NO						AMOUNT
0000709	00	UNITED FENCE CO						
						VENDOR TOTAL *	6,124.00	
0000548	00	UNIV OF IL - ACCOUNTS RECEIVABLE						
@00870662		006077	01	01/31/2012	110-2007-413.20-09	TRAINING CLASS	250.00	
						VENDOR TOTAL *	250.00	
0005115	00	UNIVERSAL TAXI DISPATCH, INC						
7780		005650	01	01/31/2012	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	346.05	
7780		005651	01	01/31/2012	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	7.60	
7809		005652	01	01/31/2012	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	672.90	
7809		005653	01	01/31/2012	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	34.85	
						VENDOR TOTAL *	1,061.40	
0017465	00	UPS SHIPPER 5A30E3						
00005A30E3022		005898	01	01/31/2012	110-2008-413.30-49	SHIPPING FEE	10.01	
00005A30E3022		005899	01	01/31/2012	110-4020-422.30-49	SHIPPING FEE	7.43	
00005A30E3012		005089	01	01/31/2012	110-5030-421.30-49	POSTAGE	21.84	
00005A30E3022		005900	01	01/31/2012	110-6047-512.40-98	SHIPPING FEE	13.59	
						VENDOR TOTAL *	52.87	
0000550	00	URICK, EUGENIE						
01/01-01/17/12		005496	01	01/31/2012	110-0086-453.30-52	CATV PROF SVCS	650.00	
						VENDOR TOTAL *	650.00	
0014239	00	UTECH ENVIRONMENTAL MFG SUP INC						
2048971-IN		005713	01	01/31/2012	510-6056-502.40-98	ROOT CUTTING BLADES	643.15	
						VENDOR TOTAL *	643.15	
0000560	00	VILLA PARK ELECTRICAL SUPPLY						
01785405		005136	01	01/31/2012	110-6044-435.40-26	400 WATT HPS LAM	16.80	
01783907		005131	01	01/31/2012	110-6046-418.50-01	STOCK/REPLMNT SWITCHES	41.48	
01785483		005135	01	01/31/2012	110-6046-418.50-01	CEILING HEATER BREAKER	120.00	
01785004		005137	01	01/31/2012	110-6046-418.50-01	CEILING HEATER UNIT MATL	213.72	
01784448		005556	01	01/31/2012	510-6057-502.50-01	BREAKER REPLACEMENT	15.00	
						VENDOR TOTAL *	407.00	
0014891	00	VILLA PARK HARDWARE						
222589/2		005562	01	01/31/2012	510-6057-502.50-08	PUMP REPAIR	41.94	
						VENDOR TOTAL *	41.94	
0006095	00	VITAL SIGNS USA INC						
80324		005599	01	01/31/2012	110-7060-451.30-52	BANNERS	432.96	
						VENDOR TOTAL *	432.96	
0007611	00	WEHRLE, MICHELLE M						
MR Refund		MR	01	01/31/2012	110-0000-115.07-01	WEHRLE, MICHELLE M	28.12	
						VENDOR TOTAL *	28.12	
0015717	00	WENTWORTH TIRE-BENSENVILLE						

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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
0015717	00	WENTWORTH TIRE-BENSENVILLE					
410298	004982		01 01/31/2012	110-6047-512.50-20	PW-3	60.00	
410297	004983		01 01/31/2012	110-6047-512.50-20	TIRE DISPOSAL	32.00	
410440	005198		01 01/31/2012	110-6047-512.50-20	TIRES/PW74	1,983.76	
410680	005775		01 01/31/2012	110-6047-512.50-20	PW-19	357.55	
410681	005776		01 01/31/2012	110-6047-512.50-20	PW-31	20.00	
410711	005777		01 01/31/2012	110-6047-512.50-20	WWTP GOLF CART TIRES	12.00	
410745	005778		01 01/31/2012	110-6047-512.50-20	STOCK	278.91	
410746	005779		01 01/31/2012	110-6047-512.50-20	PW-38	281.91	
					VENDOR TOTAL *	3,026.13	
0000573	00	WEST AUTOMOTIVE SERVICE INC					
46075	005774		01 01/31/2012	110-6047-512.50-02	TRK 1 REPAIR	203.70	
					VENDOR TOTAL *	203.70	
0000576	00	WEST SUBURBAN OP, INC.					
125507	004975		01 01/31/2012	110-5030-421.40-33	OFFICE SUPPLIES	224.34	
125359	005026		01 01/31/2012	110-5030-421.40-33	OFFICE SUPPLIES	122.36	
125375	005027		01 01/31/2012	110-5030-421.40-33	OFFICE SUPPLIES	83.65	
125951	005191		01 01/31/2012	110-5030-421.40-33	SUPPLIES	103.54	
125936	005192		01 01/31/2012	110-5030-421.40-33	FOLDER/TAB FILE GUIDES	62.98	
125781	005401		01 01/31/2012	110-5030-421.40-33	DISPLAY POCKETS/STICKY	41.79	
125852	005402		01 01/31/2012	110-5030-421.40-31	BULLETIN BOARD	109.75	
126143	005664		01 01/31/2012	110-5030-421.40-33	ENVELOPE	14.49	
126178	005665		01 01/31/2012	110-5030-421.40-33	LABELING TAPE	27.99	
126005	005666		01 01/31/2012	110-5030-421.40-33	PENCIL	4.19	
126032	005667		01 01/31/2012	110-5030-421.40-33	BINDER	21.45	
126215	005918		01 01/31/2012	110-5030-421.40-33	FILE JACKETS	34.99	
126390	006084		01 01/31/2012	110-5030-421.40-33	POP-UP NOTES DISPENSER	10.49	
126389	006085		01 01/31/2012	110-5030-421.40-33	SUPPLIES	50.55	
125497	005060		01 01/31/2012	110-6043-434.40-98	OFFICE SUPPLIES	24.88	
125541	005624		01 01/31/2012	110-7060-451.40-33	KEY RING	4.90	
125353	005025		01 01/31/2012	510-6052-501.40-98	OFFICE SUPPLIES	27.76	
					VENDOR TOTAL *	970.10	
0004668	00	WEST TOWN REFRIGERATION					
106761	005400		01 01/31/2012	110-5030-421.30-98	MONTHLY MAINT FEE	525.00	
					VENDOR TOTAL *	525.00	
0002838	00	WHOLESALE DIRECT					
000190521	005414		01 01/31/2012	110-6047-512.50-16	DURA/KLEAR BLADES	231.44	
000190731	006007		01 01/31/2012	110-6047-512.50-16	BLADES	158.18	
					VENDOR TOTAL *	389.62	
0010908	00	WINTER EQUIPMENT CO					
IV13826	005321		01 01/31/2012	110-6047-512.50-16	PARTS/SUPPLIES	358.93	
					VENDOR TOTAL *	358.93	
0001041	00	WRIGHT, STEVE					

PREPARED 01/30/2012, 12:55:19
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 01/31/2012 CHECK DATE: 02/09/2012
 BANK: 01

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001041 01/25/2012	00	WRIGHT, STEVE 006080	01	01/31/2012	110-5030-421.60-08	EXPENSE REIMBURSEMENT	11.44	
						VENDOR TOTAL *	11.44	
0015783 94113836	00	WURTH USA INC 005718	01	01/31/2012	110-6047-512.50-16	STOCK PARTS	157.83	
						VENDOR TOTAL *	157.83	
0000582 1274479-1 1274860-1 1274135-1	00	ZENGER'S INDUSTRIAL SUPPLY 005717 005773 006016	01	01/31/2012 01/31/2012 01/31/2012	110-6047-512.40-53 110-6047-512.40-53 510-6052-501.50-18	TRK 2/SERVICE TRUCK SHOP TOOLS RESERVOIRS	32.73 111.59 123.14	
						VENDOR TOTAL *	267.46	
0009183 19191 19191	00	303 TAXI 005656 005657	01	01/31/2012 01/31/2012	110-0083-443.60-49 110-0083-443.60-19	SENIOR CITIZEN TAXI SVC DISABLED CITIZEN TAXI SVC	4,619.70 160.60	
						VENDOR TOTAL *	4,780.30	
						HAND ISSUED TOTAL ***		32,858.67
						TOTAL EXPENDITURES ****	1,449,787.66	32,858.67
					GRAND TOTAL *****			1,482,646.33



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

February 2, 2012

To: Members of the City Council

Re: Board of Fire and Police Commissioners – Mayor DiCianni

It is respectfully requested that the Public Affairs and Safety Committee review MCO-3.17 - Board of Fire and Police Commissioners regarding increasing the size of the board from three members to five members and report back to the Council with their recommendations.

Respectfully submitted,

Peter P. DiCianni III
Mayor

/ds
Attachments

Copies To All
Elected Officials
02-02-12

1. Chairperson of the Finance, Council Affairs and Administrative Services Committee;
2. Chairperson of the Public Works and Building Committee;
3. Chairperson of the Public Affairs and Safety Committee;
4. Chairperson of the Development, Planning and Zoning Committee.

The aforesaid Emergency Successors shall serve until the vacancy of the office of Mayor shall be filled in accordance with the Illinois Constitution and statutes of the State of Illinois or until the Mayor or a superior Emergency Interim Successor becomes able and available to exercise the powers, duties and functions of his office, whichever shall first occur. The Emergency Successor(s) shall exercise and perform the powers, duties and functions of the Mayor in accordance with state statutes relating to the Council/Manager form of government as set forth in 65 ILCS 5/5-1-1 et seq.

(2/16/93)

- (t) Compensation. The municipal Council, by its annual appropriation ordinance, may provide for the payment of the salary of the Coordinator and such other office staff and personnel as may be expressly provided for in the ordinance. Nothing herein contained shall prohibit any member of the agency from receiving compensation from the State of Illinois Disaster Agency under any provisions of that agency.
- (u) Emergency Services and Disaster Agency Personnel Oath. Each person, whether compensated or noncompensated, who is appointed to serve in any capacity in a department of the City of Elmhurst Emergency Services and Disaster Agency (ESDA), shall, before entering upon his duties, take an oath, in writing, before a person authorized to administer oaths in this city, which oath shall be filed with the Coordinator of the City of Elmhurst Emergency Services and Disaster Agency (ESDA), and which oath shall be substantially as follows:

"I, _____, do solemnly swear (or affirm) that I will support and defend and bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of Illinois, and the territory, institutions and facilities thereof, both public and private, against all enemies, foreign and domestic; that I take this obligation freely, without any mental reservations or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter. And I do further swear (or affirm) that I do not advocate, nor have I been a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence; and that during such time I am affiliated with the City of Elmhurst Emergency Services and Disaster Agency, I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence."
- (v) Emergency Termination or Reduction of Electrical Service. DECLARATION OF EMERGENCY CONDITION: When in the judgment of the Mayor or Council, as provided herein, subsection (g) 1, a local disaster emergency requires the termination or reduction of electrical service, the Mayor or Council shall forthwith declare in writing the existence of the emergency condition and order the termination or reduction.
- (w) Penalty. Any person convicted of violating this section or any order thereunder shall be punished by a fine of not exceeding five hundred dollars (\$500.00) (5/21/84; Ord. 11-2002, §§ 1, 2)

3.17 - Board of Fire and Police Commissioners.

- (a) The Board of Fire and Police Commissioners has been duly appointed under the provisions of 65 ILCS 5/10-2.1 et seq., and established as an official commission of the City of Elmhurst, with the powers and duties as provided by statute and amended from time to time and additional powers that may be granted by ordinance from time to time, under the Constitution of the State of Illinois.
- (b) The Board of Fire and Police Commissioners shall have the power to grant a leave of absence, without pay, to any member of the classified service with five years service for a period of time not to exceed one year, and said leave may be extended for a like-term one time only for any reason the commission deems to be in the best interest of the municipality.
- (c) The commission shall determine whether or not to grant a leave of absence upon application, in writing, from a member of the classified service after consultation with the chief of the respective department and the City Manager, and determination that the granting of a leave of absence would be in the best interest of the city and the applicant.
- (d) Any member of the classified service returning to the municipal employment after leave of absence shall be required to take a physical examination and during the term of the leave of absence the officer shall not acquire any pension credit or be eligible for any pension benefits other than that provided for by statute. The officer shall not be considered an employee of the city during the leave of absence.
- (e) The commission may further reappoint to the classified service any former member of the service with a minimum of two years prior service, who receives a recommendation of the Chief of either the Fire or Police Department under the conditions of the original appointment, without written examination, but must take a physical exam and lie detector test and such other examinations as the commission may direct.
- (f) Any person reappointed to the classified service shall be entitled to seniority for pay purposes based upon prior service and shall be eligible to take any promotional exam offered during his probationary period, but shall be junior to all members of the classified service in seniority at the time of his reappointment.
- (g) The commission may promote to fill a temporary vacancy caused by a leave of absence for a term not to exceed the term of said leave from existing promotional lists.
- (h) Should a conflict exist between 65 ILCS 5/10-2.1 et seq., and this Section, the grant of power under this Section shall be controlling upon the Board of Fire and Police Commissioners of the City of Elmhurst, pursuant to the home rule powers of the City, unless specifically preempted by state statute or a provision in a collective bargaining agreement. If a conflict exists between this Section and such contract provision, such contract provision shall control.

(6/17/74)

(Ord. No. 21-2010, § 1, 6-21-2010)

3.18 - Board of Fire and Police Commissioners, rules.

- (a) The Board of Fire and Police Commissioners of the City of Elmhurst is hereby authorized to adopt rules in addition to the powers granted it pursuant to 65 ILCS 5/10-2.1 et seq., as set forth in subsection (c) hereof.
- (b) The authority of the Board of Fire and Police Commissioners to adopt rules in conformance with this Section shall be effective until rescinded by the City Council of the City of Elmhurst.
- (c) The Board of Fire and Police Commissioners are authorized to adopt rules implementing the following:
 - (1) In conformance with the Board of Fire and Police Commissioners Act, 65 ILCS 5/10-2.1 et seq., for police officers, veterans' preference points shall only be granted for the original appointment, and not for subsequent promotional examinations.
 - (2) Unless otherwise provided by an applicable collective bargaining agreement, original appointments for police officers shall be probationary for a period of fifteen (15) months from the date of hire, during which period the Probationary Member shall satisfactorily complete a training course under the Illinois Police Training Act, and probation for firefighters shall be limited to twenty-four (24) months from the date of the original appointment.
 - (3) Promotions shall be probationary for twelve (12) months.
 - (4) The Board may incorporate and implement in its rules, Chapter 3, Section 3.17, of the Municipal Code of the City of Elmhurst, entitled "Board of Fire and Police Commissioners," regarding leaves of absence.
- (d) Should a conflict exist between 65 ILCS 5/10-2.1 et seq. and this section, the grant of power under this Section shall be controlling upon the Board of Fire and Police Commissioners of the City of Elmhurst, pursuant to the home rule powers of the City, unless specifically preempted by state statute or a provision in a collective bargaining agreement. If a conflict exists between this Section and such contract provision, such contract provision shall control.
- (e) From and after May 1, 2001, the compensation for each member of the Board of Fire and Police Commissioners shall be five hundred dollars (\$500.00) per year.
- (f) Should any section, paragraph, clause or provision of this Section be adjudged by a court of competent jurisdiction to negate, abridge, reduce or otherwise impair the member's rights under 65 ILCS 5/10-2.1 et seq., as it refers to the Administrative Review Act, and 735 ILCS 5/3-101 et seq., such section, paragraph, clause or provision shall be null and void.

(3/21/78; 4/6/81; 5/4/88; 11/4/91; Ord. 19-2000 § 1; Ord. 3-2003 § 1)

(Ord. No. 21-2010, § 2, 6-21-2010)

3.19 - Budget policy and procedure.

- (a) Establishment. There is hereby established a budget policy and procedure which shall be implemented by the City Manager in the orderly preparation of an annual budget.
- (b) Budget Officer. The City Manager shall serve as the Budget Officer for purposes of implementing the budget policy and procedure as set out herein, and shall have the following powers and duties with regard thereto:
 - (1) Permit and encourage and establish the use of efficient planning, budgeting, auditing, reporting, accounting, and other fiscal management procedures in all municipal departments, commissions, and boards.
 - (2) Compile an annual budget in accordance with subsection (c) herein.

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Board of Fire and Police Commissioners

[Topic] [Special Districts](#)

Division 2.1 of Article 10 of the Illinois Municipal Code requires that every city or village with a population of at least 5,000 but not more than 250,000, shall have a board of fire and police commissioners, except those having adopted Civil Service under Division 1 of Article 10. A city or village with a population of less than 5,000 may adopt the provisions of Division 2.1 by referendum. (65 ILCS 5/10-2.1-1) In the landmark decision of the Illinois Supreme Court in Stryker v. Village of Oak Park, the court held that home-rule municipalities are excepted from these requirements and can establish their own procedures. Stryker v. Village of Oak Park, 62 Ill. 2d 523, 343 N.E. 919 (1976). Arthur C. Thorpe, of Klein, Thorpe & Jenkins successfully represented the Village of Oak Park in that case. The board of police and fire commissioners is intended to promote efficiency

within the police and fire departments, and also to promote the professionalism and capabilities of their members by the hiring and retention of able personnel.

The board consists of three members to be appointed for three year terms, these members to be appointed by the mayor or president of the municipality, with the consent of their respective city council or board of trustees. (65 ILCS 5/10-2.1-1) The statute also provides that "vacancies on the board of fire and police commissioners shall be filled in the same manner as the original appointment." (65 ILCS 5/10-2.1-2) A chairperson for the board is elected by the board members to serve during the municipal fiscal year and a majority of the board constitutes a quorum for the conduct of business.

The statute further sets forth strict limitations to ensure that the board will remain an independent agency free from political and other influences in order for the board to perform its duties in a fair and impartial manner. In that regard, the statute provides that no person holding office in a city or village shall serve on the board of police and fire commissioners or as Secretary of the board, nor may any member of the board be related, either by blood or marriage up to the degree of first cousin, to any elected official of the city or village. (65 ILCS 5/10-2.1-3) Further, no more than two members of the board shall belong to the same political party existing in such municipality at the time of such appointment and as defined under the Illinois Election Code. Party affiliation is determined by an affidavit to that effect of each board member.

Members of the board are considered to be officers of the municipality and are required to take and file an oath and fidelity bond in the amount required by the city or village. A board member may only be removed for cause, following written charges, and after a hearing to be held within 30 days at a regular meeting of the governing body of the city or village by which such member(s) was appointed. A majority vote of the governing body is required to remove a board member.

Klein, Thorpe & Jenkins has and does represent boards of police and fire commissioners, drafting rules and regulations and advising boards at disciplinary hearings, as well as representing police and fire chiefs in prosecuting violations by members of their departments. Arguably the most important case in this area, *Launius v. Board of Fire and Police Com'rs of Des Plaines*, 151 Ill. 2d 419, 603 N. E. 2d 477 (1992), was successfully prosecuted by Pat Lucansky of KTJ as attorney for the police chief, Joseph Kozenczak. Several Firm members have prepared a handbook, entitled "Handbook on Practice and Procedure In Police and Fire Disciplinary Matters," published and distributed by the Illinois Municipal League. You may purchase copies of this handbook from the League by going to the League's Website: <http://www.iml.org>, then go to the bottom on the right-side menu under the caption Products/Services, click on IML Publications, then click on the manual Practice/Procedure Police/Fire Disciplinary and place your order.

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

February 2, 2012

To: Members of the City Council

Re: Elmhurst Economic Development Commission – Mayor DiCianni

It is respectfully requested that the Development, Planning and Zoning Committee review MCO-4.04 - Economic Development Commission regarding increasing the size of the commission from twelve members to fifteen members and report back to the Council with their recommendations.

Respectfully submitted,

Peter P. DiCianni III
Mayor

/ds
Attachment

**/Copies To All
Elected Officials**

02-02-12

Elmhurst, Illinois, Code of Ordinances >> - SUPPLEMENT HISTORY TABLE >> Chapter 4 - BOARDS AND COMMISSIONS >>

Chapter 4 - BOARDS AND COMMISSIONS

Sections:

- 4.01 - Board of Local Improvements.
- 4.02 - Public benefit tax.
- 4.03 - Advisory Architectural Commission.
- 4.04 - Economic Development Commission.
- 4.05 - (Repealed, 5/13/75)
- 4.06 - (Repealed)
- 4.07 - Zoning and Planning Commission.
- 4.08 - Historic Preservation Commission.
- 4.09 - (Repealed by MCO-14-90, 4/16/90)
- 4.10 - Veterans Memorial Commission.
- 4.11 - (Repealed, 6/19/95)
- 4.12 - Senior Citizens Commission.
- 4.13 - Appointment of municipal commissions and boards.
- 4.14 - (Repealed by MCO-13-90, 4/16/90)
- 4.15 - (Repealed by MCO-13-90, 4/16/90)
- 4.16 - Commission on Youth.
- 4.17 - (Repealed, MCO-20-96, 5/20/96)
- 4.18 - Foreign Fire Insurance Tax Board.

4.01 - Board of Local Improvements.

- (a) Creation; Duties. There is hereby created a Board of Local Improvements in and for the City to do and perform all the duties and functions incumbent upon and to exercise all the rights of a Board of Local Improvements, all as provided in and by Illinois Municipal Code, Article 9.
 - (b) Composition. The Board of Local Improvements shall be composed of not less than three nor more than five members appointed by the Mayor, which members may be appointed from persons holding other offices or positions in the government of the City.
- (5/5/75)

4.02 - Public benefit tax.

There shall be levied each year a public benefit tax upon all of the taxable property in the City, to provide funds for the payment of special assessment public benefit assessments assessed against the City in connection with local improvements, as provided in and by the Illinois Municipal Code, Section 9-2-39. Such levy shall be in the amount determined by the City Council each year, but shall not be in excess of five-tenths percent of the full, fair cash value, as equalized or assessed by the State Department of Revenue.

4.03 - Advisory Architectural Commission.

- (a) Created. There is hereby created an Advisory Architectural Commission consisting of five members appointed by the Mayor with the consent of the Council, one of whom shall be designated as Chairman.
 - (b) Terms. The term of each member shall be three years or until his successor shall be appointed and qualified provided that the initial appointments on the Commission shall be as follows: one member for one year; two members for two years and two members for three years. Notwithstanding the foregoing, all terms shall expire on May 30 of the last year of the individual member's term.
 - (c) Qualifications. Members of the Commission shall be practicing architects, landscape architects, building construction/land use planning professionals or individuals qualified by education and experience in the above fields. If it shall appear to the Mayor at any time that a member of the Commission is an interested party in any matter before the Commission, the Mayor may appoint an alternate member to take the place of such interested member for and during the course of such consideration and subsequent retention, if any. The alternate so appointed shall be qualified as if for an original appointment.
 - (d) Duties. The Commission shall advise the Council, City officials, boards, and commissions on matters pertaining to architectural and landscaping requirements of public and quasi-public buildings, grounds and structures and shall perform such other duties as the City Council may direct, including, without limitation, the preparation of an appearance code and a recommendation thereon to the City Council.
- (11/5/90)

4.04 - Economic Development Commission.

- (a) Creation. There is hereby established an Economic Development Commission.
- (b) Purpose. The purpose of the Commission shall be the promotion of the new and continued economic growth and vitality of the City.
- (c) Powers and Duties. The Commission shall have the following powers and duties:
 - (1) To establish, maintain and promote communication among the City, other government agencies, businesses, business, trade and industry organizations and other local organizations and institutions, for the purpose of maintaining and improving the economic health of the City;
 - (2) To recommend to the City Council those actions and programs that will serve to carry out the purpose of the Commission;
 - (3) To submit to the City Council, on or before January 15 of each year, a report on the economic state of the City;
 - (4) To elect from its members a Chairman and Vice Chairman; and
 - (5) To perform such other duties as the City Council may direct.
- (d) Membership; Terms.
 - (1) The Commission shall consist of fourteen (14) members, as follows:
 - (A) Twelve (12) of which shall be appointed by the Mayor with the advice and consent of the City Council. The initial appointment for the three newly appointed members shall be as follows: one for a term ending April 30, 2011; one for a term ending April 30, 2012; and one for a term ending April 30, 2013. Thereafter, all terms shall be for three years commencing on the expiration of the existing terms. All terms shall expire on April 30 of the last year of the individual member's term.
 - (B) Nine members of the Commission shall be experienced professionals in the fields of sales, finance, marketing, commercial real estate or retail/industrial/manufacturing business operations, or any combination thereof and three members shall be residents of the City having an interest in economic development.
 - (C) The thirteenth and fourteenth members shall be added as ex officio members of the Commission. Ex officio members shall have no right or duty to vote. One ex officio member shall be a member of the City's Development, Planning and Zoning Committee, and one ex officio member shall be either the City Manager or his designee.
 - (2) Failure to attend Commission meetings for four consecutive months, unless excused by the Chairman for good cause, shall, after notice to the member, constitute resignation from the Commission.
 - (3) Members shall serve without compensation.
- (e) Meetings and Rules of Order and Procedure. The Chairman or Vice Chairman, in the absence from the City of the Chairman, shall call meetings; meetings shall be held at such times and places as the Commission deems advisable, but in no event less than once per calendar quarter. The Commission may provide for its own rules of order and procedure. Robert's Rules of Order, latest edition, shall govern the conduct of Commission meetings except to the extent modified by the Commission's own rules.



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CITY MANAGER

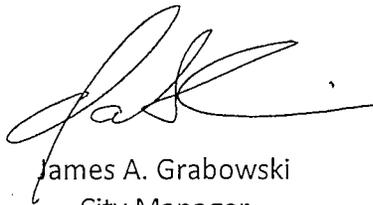
January 27, 2012

To: Mayor DiCianni and Members of the City Council

Re: Review of Transcription Services – Alderman Polomsky

Alderman Polomsky has requested that the use of transcription services for Zoning & Planning Commission/Zoning Board of Appeals Public Hearings be reviewed by the appropriate committee. It is therefore respectfully requested that a review of transcription services be referred to the Development, Planning & Zoning Committee for review and recommendation back to the City Council.

Respectfully submitted,



James A. Grabowski
City Manager

Copies To All
Elected Officials
02/02/2012



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CITY TREASURER
JAMES A. GRABOWSKI
CITY MANAGER

January 27, 2012

To: Mayor DiCianni and Members of the City Council

Re: Electronic Waste Recycling and Prescription Drug Disposal - Alderman Levin

It is respectfully requested that the attached request from Alderman Levin to implement permanent ongoing programs for electronic waste recycling and prescription drug disposal be referred to the Public Works & Buildings Committee for review and recommendation back to the City Council.

Respectfully submitted,



James A. Grabowski
City Manager

Copies To All
Elected Officials
02/02/2012

From:Scott M. Levin, Alderman Ward 5
To:James Grabowski, City Manager
Cc:Patty Spencer, City Clerk
Re:Referral related to: (1) Electronic Waste Recycling and (2) Prescription Drug Disposal
Date:January 19, 2012

Illinois recently passed legislation requiring that all electronic waste be recycled. Over the past year, Elmhurst College has sponsored two electronic waste recycling programs, both held on Saturday mornings. The College's recycling programs were successful, but not part of any regularly scheduled program. Other communities have permanent programs to allow their residents to drop off electronic waste. Our residents should not be expected to travel to other municipalities to comply with the law. Elmhurst should have its own program, whether in conjunction with the College or otherwise, to assist its residents in complying with the new Illinois law.

Elmhurst's Police Department sponsored a prescription drug disposal program last summer, which permitted residents to properly dispose of prescription drugs that were no longer needed. This program helped prevent prescription medications from becoming environmental problems. The removal of unneeded prescription drugs also serves a safety function in that these drugs cannot then be accidentally taken, or intentionally taken by non-prescription users. Without an on-going program to dispose of these unneeded prescription medications, residents must either dispose of them as part of their weekly waste pickup or stockpile them with the hope that the Police Department will sponsor another disposal program.

Elmhurst should have ongoing electronic waste recycling and prescription drug disposal programs, both of which may be accomplished without significant additional cost. I respectfully ask that these issues be referred to the appropriate committee.

--

Scott M. Levin
Alderman, 5th Ward
312-634-1111



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

February 2, 2012

To: Mayor DiCianni and Members of the City Council

Re: City Owned Surface Public Parking Lots – Aldermen Bram & Pezza

It is respectfully requested that the attached request from Aldermen Bram and Pezza regarding the evaluation of City owned surface parking lots be referred to the Public Works & Buildings Committee for review and recommendation back to the City Council.

Respectfully submitted,

James A. Grabowski
City Manager

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02/02/2012



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JAMES A. GRABOWSKI
CITY MANAGER

TO: Mayor DiCianni and Members of the Elmhurst City Council

FROM: Paula Pezza, Alderman Ward1 & Michael Bram, Alderman Ward 3

DATE: January 12, 2011

RE: City Owned Surface Public Parking Lots

We would like to refer the evaluation of City Owned Surface Public Parking Lots to the appropriate committee.

In the current capital budget there is a line item to repair City Owned Surface Public Parking Lots. The current amount that is allocated is a nominal amount of \$20,000 for this upcoming fiscal year. The request is to use these funds to evaluate each of the City Owned Surface Public Parking lots for the appropriate transition to a more environmentally friendly surface (i.e., permeable pavers) and/or to assist with storm water management in the form of detention areas.

The City of Elmhurst has recently experienced significant flooding issues when there are serious rain events. It is essential for the city to lead by example by assisting with storm water management on the various properties that are owned by the City. The transition of public parking lots to permeable pavers would reduce the amount of storm water that enters the City system.

We therefore recommend that prior to repairing City Owned Public Surface Parking lots that they are evaluated for converting them into parking/detention lots and/or another type of permeable surface that will be environmentally friendly and an example of storm water best management practices.

Respectfully submitted,

Michael Bram
/s/ Michael Bram

Paula Pezza
/s/ Paula Pezza

Michael Bram – Ward 3 Alderman

Paula Pezza – Ward 1 Alderman



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JAMES A. GRABOWSKI
CITY MANAGER

January 27, 2012

To: Mayor DiCianni and Members of the City Council

Re: 2012 Pet & Bike Parade

It is respectfully requested that the attached request to hold the 24th Annual Spring Road Pet & Bike Parade be referred to the Public Affairs and Safety Committee for review and recommendation back to the City Council.

Respectfully submitted,



James A. Grabowski
City Manager

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Elected Officials
02/02/2012



01/24/2012

McLean
Werner

DEVRIES ANIMAL HOSPITAL

John A. DeVries, DVM and Associates

January 19, 2012

Jim Grabowski
City Manager
City of Elmhurst
209 N. York
Elmhurst IL 60126

RE: 2012 Spring Road Pet & Bike Parade
Saturday May 19, 2012

Dear Jim,

I would like to once again thank the City of Elmhurst for their support of the 2011 Pet and Bike Parade, sponsored by the Spring Road Business Association and the Elmhurst Chamber of Commerce and Industry. The traffic control was superb, and we really appreciate the involvement of the Police Department in this annual family event.

Plans are now underway for the next parade, and we would ask for the support of Police Department again. We have scheduled the 24th Annual Pet and Bike Parade for Saturday, May 19, 2012. The parade route will be the same as last year- starting at Spring and Vallette and progressing north on Spring Road to end at the Illinois Central Gulf railroad tracks in the parking lot of the Silverado Grill. The pre-parade festivities start in Ahlgrim's Funeral Home parking lot at 11:30am, while the parade kicks off at 1 pm and is expected to last approximately 45 minutes. Pet tricks in the parking lot of Silverado Grill will last another 45 minutes, and the entire event usually wraps up by 2:30pm. A map of the proposed parade route is enclosed.

Please let me know if the Police Department will be able to provide us the support to close Spring Road to traffic and redirect traffic.

I would be happy to appear before the appropriate City Council Committee to answer any questions they may have.

~~Thank you for your consideration.~~

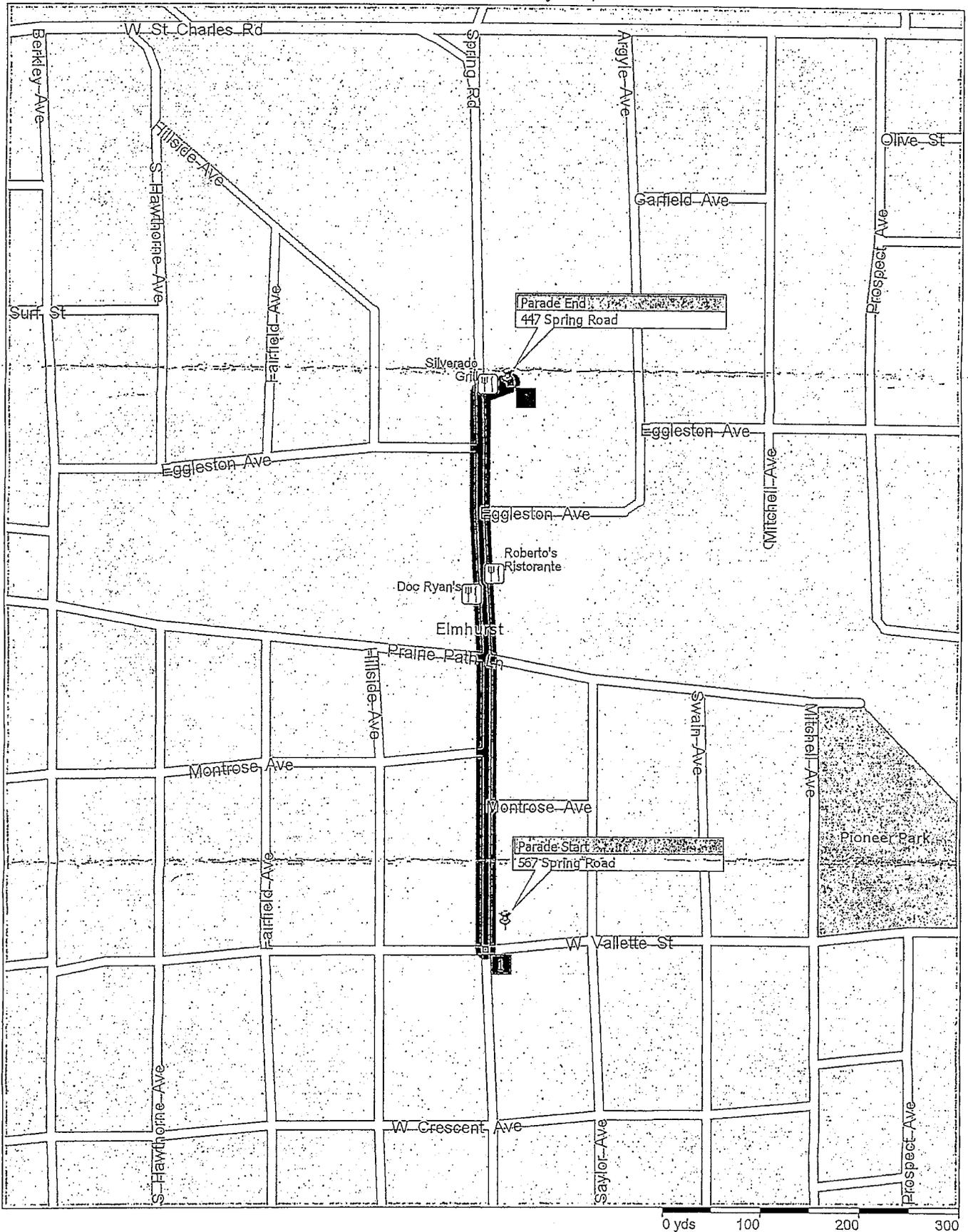
Sincerely,

John A. DeVries, DVM

cc: Pasquale Moreci, President
Spring Road Business Association
487 Spring Road
Elmhurst, IL 60126
John Quigley, Elmhurst Chamber of Commerce
242 N. York, Suite #102
Elmhurst, IL 60126

RECEIVED JAN 20 2012

Pet Parade Route May 19, 2012





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January 23, 2012

To: Mayor DiCianni and Members of the City Council

Re: Walgreens – Class "PL" Liquor License Request

The Public Affairs and Safety Committee met on January 23, 2012, to discuss the request by Walgreens, located at 160 Robert Palmer Drive to upgrade their current "CBW" liquor license to a "PL" liquor license to allow for the sale of spirits in addition to beer and wine. Representatives from Walgreens were present to explain their plan and answer the Committee's questions.

Walgreens is requesting a "PL" liquor license, to allow the retail sale of spirits in addition to wine and beer on commercial premises in an effort to expand their adult beverage offering to provide a complete shopping solution to their customers. With the recent expansion into beer and wine, customer requests for spirits have been overwhelming. A recent Market Tool Survey found that 87% of their beer and wine customers stated that they would purchase spirits if they were available.

During hours that sales of alcohol are not allowed, registers are programmed to lock out any liquor sales. Video cameras monitor this area, as well as other areas of the store and are watched closely by Walgreens personnel to avoid theft or other problems.

The store has cooler locks installed on the doors to restrict sales from 9:00 p.m. until closing. For the basic department (warm wine and spirits), the store already has lockable metal grids to restrict access to product during non-selling hours. Metal grids are installed in 3 ft. sections, with locking functionality to restrict access. A metal side panel is positioned at the end of the shelf to prevent customers from reaching in on the sides.

The floor plan and lockout procedures have been reviewed in the past prior to granting a "CBW" liquor license to Walgreens and the Committee agreed with all aspects of the lockout procedures. All state and local laws and ordinances will be enforced and followed.

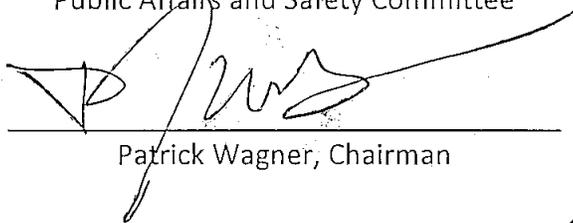
**PUBLIC AFFAIRS &
SAFETY COMMITTEE**

1-19-12
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02/02/2012

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Attorney be authorized to prepare the appropriate ordinance to provide the addition of a Class "PL" liquor license for Walgreens to include the sale of spirits and to decrease the number of "CBW" liquor licenses by one.

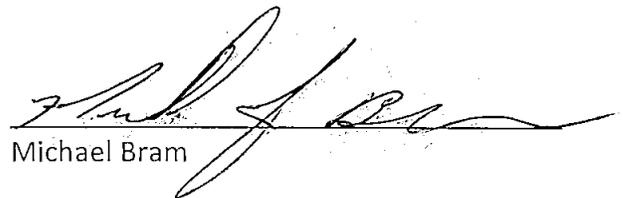
Respectfully submitted,

Public Affairs and Safety Committee



Patrick Wagner, Chairman

Paula Pezza, Vice Chairman



Michael Bram



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CITY MANAGER

January 23, 2012

To: Mayor DiCianni and Members of the City Council

Re: West Avenue/ Union Pacific Railroad Grade Crossing Alteration

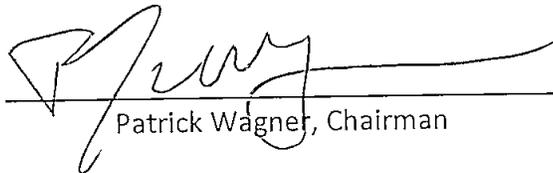
The Public Affairs and Safety Committee met on January 23, 2012, to discuss altering the existing railroad grade crossing located at West Avenue at its intersection with the tracks of the Union Pacific Railroad by the addition of a five-foot (5') wide pedestrian crossing with pedestrian gates on the east side of West Avenue to promote public safety and provide convenience to the public.

The City engineers are working with the Union Pacific Railroad (UPR) and Illinois Commerce Commission (ICC) to coordinate the installation of a public sidewalk and pedestrian gates at the West Avenue crossing of the UPR. The ICC requires that the City submit a formal petition requesting this public safety improvement in accordance with Section 18c 7401(3) of the Illinois Commercial Transportation Law (625 ILCS 5/18c 7401(3)). City staff seeks City Council approval to authorize the City's attorneys to file said petition seeking permission for the project.

For the purpose of scheduling this project with ICC and UPR the Public Affairs and Safety Committee recommends the City Council suspend the rules so that the appropriate Resolution approving and authorizing the filing of the petition seeking permission for this project can be considered at this meeting.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Attorney be authorized to prepare the appropriate resolution to approve and authorize the filing of a petition with the Illinois Commerce Commission seeking permission to alter the West Avenue grade crossing of the Union Pacific Railroad in the City of Elmhurst. The Committee further recommends that the City Council suspend the rules to allow for consideration of Resolution R-02-2012 at this meeting.

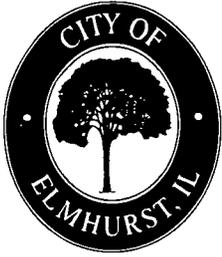
Respectfully submitted,
Public Affairs and Safety Committee


Patrick Wagner, Chairman

Paula Pezza, Vice Chairman


Michael Bram

**PUBLIC AFFAIRS &
SAFETY COMMITTEE**
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02/02/2012



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January 23, 2012

To: Mayor DiCianni and Members of the City Council

Re: **Basset Training Requirements Change**

The Public Affairs and Safety Committee met on January 23, 2012 to discuss a proposed change from the Elmhurst Police Department to the verbiage in Ordinance 36.26(d) which requires "managers of liquor sales, bartenders and all bar or lounge area servers of alcoholic beverages employed by the licensee, have completed a State of Illinois certified alcohol awareness program".

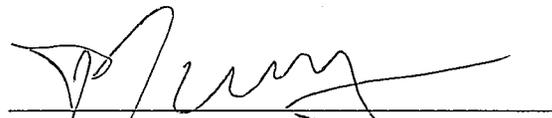
The proposed change would be the addition of a stipulation that such required Basset training be held in a classroom taught by a certified trainer and that an online course of the same description does not fulfill the City of Elmhurst requirements as written in Ordinance 36.26(d).

Additionally, the Basset training provided by the City of Elmhurst would not only provide an introduction to the generic outline of alcohol awareness, but would also include the opportunity to learn and adopt the environment and standards of business ethics within the City of Elmhurst.

It is therefore, the recommendation of the Public Affairs and Safety Committee that the City Attorney draft the appropriate Ordinance to Amend Section 36.26(d) to include the stipulation that such required Basset training be held in a classroom setting conducted by a certified trainer and that an online course of the same description does not fulfill the City of Elmhurst requirements.

Respectfully submitted,

Public Affairs and Safety Committee


Patrick Wagner, Chairman

Paula Pezza, Vice Chairman


Michael Bram

From: Steve Wright
To: Erin.VanDeWalle
Date: 1/15/2012 6:23 PM
Subject: BASSET

Hey Erin, in regards to the BASSET training program with the city, I would like to propose verbiage in the ordinance that "person(s) who are employed in businesses or organization that serve, sell, pour, prepare or handle alcohol, within the city, be required to attend BASSET training in a classroom setting conducted by the city", (and not just an online course)...or words to that effect.

This would further introduce to them not just a generic outline of alcohol awareness, but would prepare them to learn and adopt the environment and the standards of business ethics, within the city.

Is this something we could insert in our current ordinance.

Should I forward this to anybody particular, or is that something you would process. I did mention this to our city attorney already, Bill Belmonte.

Thanks Erin, let me know if I need to do anything.

Steve



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January 23, 2012

To: Mayor DiCianni and Members of the City Council

RE: Central Business District - 10-Minute Parking Space Addition

The Public Affairs and Safety Committee met on January 23, 2012 to discuss the addition of a 10-minute parking space in the Central Business District. Through Alderman Michael Bram, Edible Arrangements, located at 206 N. York Street, has made the request for a 10-minute parking space near their location on York Street.

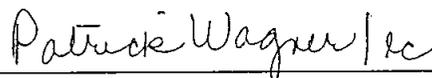
The request for this 10-minute parking space on York Street was made by Edible Arrangements to assist in their delivery loading process and for customer convenience when picking up orders. During peak business hours, it is often difficult to find a parking space near Edible Arrangement's location.

In order to be consistent with the current downtown parking plan, City Staff recommends the proposed additional 10-minute space be the first southbound parking space located south of the intersection of York and Third Streets.

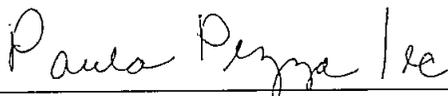
It is, therefore, the recommendation of the Public Affairs and Safety Committee that the appropriate ordinance be drafted and adopted by the City Council to provide for the addition of a 10-minute parking space, located south of the intersection of York and Third Streets.

Respectfully submitted,

Public Affairs and Safety Committee



Patrick Wagner, Chairman



Paula Pezza, Vice Chairman



Michael Bram

O- 05 -2012

AN ORDINANCE APPROVING AND AUTHORIZING THE CITY OF ELMHURST, ILLINOIS TO WAIVE BID AND ACCEPT THE PROPOSAL OF KONICA MINOLTA BUSINESS SOLUTIONS FOR THE PURCHASE AND MAINTENANCE OF TWELVE MULTIFUNCTIONAL DIGITAL COPIERS

WHEREAS, it is necessary for the City of Elmhurst (the "City") to replace its current copier equipment that is between five (5) to eight (8) years in age and is nearing or exceeding the life cycle of the machines; and

WHEREAS, pursuant to Section 3.20 (a) (1) entitled, "Bidding and contract procedures" of the City's Municipal Code, the corporate authorities of the City have authority to waive competitive bidding for goods or services when the estimated cost thereof exceeds Twenty Thousand and 00/100ths (\$20,000.00) Dollars if authorized by a two-thirds (2/3) vote of all aldermen elected to office; and

WHEREAS, in the opinion of two-thirds (2/3) of the aldermen elected to office of the City, it is advisable, necessary and in the public interest that the City waive competitive bidding and issue a request for proposals (the "RFPs") for the purchase and maintenance of twelve (12) multifunctional digital copiers (the "Purchase"); and

WHEREAS, RFPs were distributed to seven (7) vendors for the Purchase of digital copy systems; and

WHEREAS, out of the RFPs received by the City, Konica Minolta Business Systems' ("Konica") proposed the lowest purchase price and provides a multifunctional digital copier that meets all City requirements; and

WHEREAS, based upon the RFPs received, the City finds it necessary and desirable to accept Konica's proposal for the Purchase; and

WHEREAS, Konica is the current copy equipment vendor for the Elmhurst Park District and Elmhurst School District 205 and comes highly recommended by both; and

WHEREAS, the Finance, Council Affairs and Administrative Services Committee recommend that the City approve the Order Agreement and accompanying Maintenance Contract of twelve (12) multifunctional digital copiers from Konica in the total amount of Seventy-Six Thousand Seven Hundred Forty-Two and 00/100ths (\$76,742.00) Dollars.

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: That the facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2: That the corporate authorities of the City do hereby waive the requirement of competitive bidding pursuant to Section 3.20 (a) (1) entitled, "Bidding and contract procedures" of the City's Municipal Code.

Section 3: It is hereby determined that it is advisable, necessary and in the public interest that the City purchase twelve (12) multifunctional digital copiers in the total amount of Seventy-Six Thousand Seven Hundred Forty-Two and 00/100ths (\$76,742.00) Dollars, in accordance with the Order Agreement provided by Konica, which Order Agreement is attached hereto marked as Exhibit "A" and made a part hereof.

Section 4: It is hereby determined that it is advisable, necessary and in the public interest that the City enter into the Maintenance Contract provided by Konica, which Maintenance Contract is attached hereto marked as Exhibit "B" and made a part hereof.

Section 5: The Contractor's Certification attached hereto marked as Exhibit "C" is made a part hereof and it is agreed among the parties that the assurances contained in Exhibit "C" are each a material representation of fact upon which reliance is placed by the City in entering into this Order Agreement and Maintenance Contract with Konica.

Section 6: That the Mayor be and is hereby authorized and directed to execute, on behalf of the City, a purchase order or all necessary forms, applications, requisitions, quotes and other documents related to the purchase of twelve (12) multifunctional digital copiers.

Section 7: This Ordinance shall be in full force and effect upon its passage, approval and publication in accordance with law.

ADOPTED this _____ day of February 2012, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of February 2012.

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

ATTESTED and filed in my office,
this _____ day of February 2012.

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

Exhibit "A"
**Order Agreement between Konica Minolta Business Systems and the
City of Elmhurst, Illinois**

KMBS SALES TERMS AND CONDITIONS "SCHEDULE A"

(Revised 03-30-09)

The following are the terms and conditions which control the sale or rental of the equipment referenced on the reverse side of this Agreement:

1. **PAYMENT:** Payment is due within thirty (30) days from the date of the invoice. Should the customer fail to make any payment due hereunder, or be or become insolvent or be a party to or acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Customer, or violate any aspect of this Agreement, Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") may refuse to provide warranty service for the equipment and may enter Customer's premises to recover any property or equipment owned by KMBS. Customer specifically grants its permission to KMBS to enter its property for this purpose. Title to equipment referenced on the reverse side of this Agreement shall pass to Customer upon delivery to Customer's location unless equipment is provided on a rental basis. Title to equipment provided on a rental basis shall remain with KMBS. Customer agrees to the filing of any liens, and/or UCC security Agreements (including UCC-1) to acknowledge the financial interest of KMBS in the equipment which is the subject of this Agreement until full payment is made. If Customer fails to make any payment when due pursuant to this Agreement, there will be a service charge of one and one-half percent (1 1/2%) per month of the total amount due or the maximum legal interest rate allowed by law, whichever is less. Reasonable costs, including counsel fees, shall be recoverable by KMBS in the event collection activities, including litigation, are required to collect outstanding amounts due under this Agreement. NO CASH PAYMENTS ACCEPTED. Accepted manners of payment are by major credit card or checks made payable to KMBS.
2. **SITE PREPARATION:** Customer shall ensure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements and will bear all cost and expense for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines, and modems) and equipment line cord is not covered by this Agreement. Once the equipment is delivered, risk of loss lies with the Customer.
3. **WARRANTY:** ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE ARE HEREBY DISCLAIMED BY KMBS AND WAIVED BY CUSTOMER.
4. **LIMITATIONS ON RECOVERY:** The equipment may not be returned to KMBS without KMBS' written consent. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE REPAIR OF THE EQUIPMENT OR REPLACEMENT OF A NONCONFORMING PART, AT THE OPTION OF KMBS. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES FOR ANY PROVEN BREACH OF THIS AGREEMENT (INCLUDING WARRANTY). KMBS SHALL ALSO NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES DUE TO LOSS OF DATA OR INFORMATION OF ANY KIND, LOSS OF OR DAMAGE TO REVENUE, PROFITS OR GOODWILL, DAMAGES DUE TO ANY INTERRUPTION OF BUSINESS, DAMAGE TO CUSTOMER'S COMPUTERS OR NETWORKS, EVEN IF KMBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
5. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of New York without regard to choice of law principles. In the event of litigation or other proceedings by KMBS to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by KMBS, including but not limited to, reasonable attorney's fees. Customer further agrees to litigate any dispute concerning this matter in the courts of the state of New Jersey, consents to jurisdiction in that forum and waives the right to jury trial.
6. **FORCE MAJEURE:** Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.
7. **SEVERABILITY:** If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement.
8. **WAIVER:** Failure by KMBS to enforce any provisions of this Agreement or any rights hereunder, or failure to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights, or elections, or in any way affect KMBS' right to later enforce or exercise the same or other provisions, rights, or elections it may have under this Agreement.
9. **BUSINESS PURPOSE:** Customer warrants and represents that the equipment will be used for business purposes, and not for personal, family, household purposes or other uses deemed illegal or infringing on the copyrights of others.
10. **INDEMNIFICATION:** Customer shall bear all risk of theft, loss or damage to all equipment delivered under this Agreement, which is not caused by KMBS employees or agents. Customer agrees to indemnify, defend and hold harmless KMBS, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorney's fees) arising out of Customer's use of the equipment, including but not limited to liabilities arising from illegal use of KMBS equipment as well as bodily injury, including death, or property damage to any person, unless said injuries, death or property damage was caused solely as the result of a negligent or intentional act or omission by KMBS.

Illinois
11. **ASSIGNMENT:** Customer may not assign this Agreement, without KMBS' express written consent. In the event that KMBS assigns or subcontracts any of its obligations under this Agreement, KMBS shall remain primarily responsible to perform those obligations. Any claim or defense Customer may have relating to those obligations must be asserted only against KMBS and not its assignee. KMBS may assign, without notice to Customer, any of its rights under this Agreement.
12. **NOTICES:** All notices required to be given under this Agreement shall be in writing and shall be sent by U.S. first class mail to the parties as follows: To Customer at the address listed on the front of this Agreement and to KMBS, at 100 Williams Drive, Ramsey, NJ 07446, Attention: Office of Direct Administration.
13. **ORIGINAL DOCUMENT:** Customer further agrees (a) that facsimile or electronic signatures shall be accepted as original signatures; and (b) that this Agreement or any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. KMBS may accept orders electronically from Customer pursuant to this Agreement. Neither party shall raise any objection to the authenticity of this Agreement or any document created hereunder, based on either the use of a facsimile signature or the use of a copy retrieved from an electronic storage system.
14. **ENTIRE AGREEMENT:** This is the entire Agreement between Customer and KMBS and supersedes any proposal or prior agreement, oral or written, or any other communications relating to the sale of KMBS equipment and it may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each party. Customer acknowledges that KMBS sales and service representatives do not have the authority to modify these terms or to commit KMBS to any binding obligation, not otherwise set forth herein. Customer agrees that any Purchase Order or other documentation issued to KMBS covering the equipment or maintenance is issued for purpose of authorization and Customer's internal use only, and any terms and conditions contained therein shall not modify or add to the terms and conditions of this Agreement. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby waived by Customer.

Exhibit "B"

**Maintenance Contract between Konica Minolta Business Systems and the
City of Elmhurst, Illinois**



KONICA MINOLTA
Advantage CPC Maintenance Contract

Sold To: (legal name)			Ship To:		
Name: _____	City of Elmhurst _____	Account Number: _____	Name: _____	City: _____	Account Number: _____
Address Line 1: <u>Chris Johnson 1-630-530-3768</u>			Address Line 1: _____		
Address Line 2: _____			Address Line 2: _____		
Street Address: <u>209 N. York Street</u>			Street Address: _____		
City: <u>Elmhurst</u>	State: <u>IL</u>	Zip: <u>60126</u>	City: _____	State: _____	Zip: _____
Tax Exemption	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes (Certificate required)	Tax Exemption Number: _____		
PO Required	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes (Copy required)	PO Number: _____ PO Expiration Date: _____		

Advantage CPC Maintenance Plan

Cost Per Copy	<input checked="" type="checkbox"/> With Supplies	<input type="checkbox"/> Without Supplies - Purchased Separately	Effective Date: _____
Billing for CPC contract:	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Annually
Overages billed:	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Annually
Product Covered Under Contract:		Contract Term (Months): <input type="checkbox"/> 12 <input type="checkbox"/> 24 <input type="checkbox"/> 36 <input checked="" type="checkbox"/> 48 <input type="checkbox"/> 60	

Item	Model Description	Serial Number	Type	Start Meter Read	Monthly Min Volume	CPC	Monthly Min \$	Overage CPC
1	Bizhub C552DS		C	0	0	\$ 0.0450	\$ -	\$ 0.0450
			B/W	0	0	\$ 0.0040	\$ -	\$ 0.0040
2	Bizhub C452		C	0	0	\$ 0.0450	\$ -	\$ 0.0450
			B/W	0	0	\$ 0.0040	\$ -	\$ 0.0040
3	Bizhub C360		C	0	0	\$ 0.0450	\$ -	\$ 0.0450
			B/W	0	0	\$ 0.0040	\$ -	\$ 0.0040
4			C					
			B/W					
5			C					
			B/W					
6			C					
			B/W					

Comments: _____

Customer's signature below acknowledges receipt and consent to KMBS Advantage Maintenance Terms and Conditions "Schedule A" dated 04-06-09. Not binding on KMBS until signed by KMBS Branch General Manager.

Customer Name: _____	_____	KMBS Representative: _____	_____
Signature: _____	_____	KMBS Branch General Manager: _____	_____
_____	_____	_____	_____
Title: _____	_____	_____	_____

FOR INTERNAL USE			
<input type="checkbox"/> New Customer	<input type="checkbox"/> Maintenance w/ Equipment Order	<input type="checkbox"/> Maintenance Only	<input type="checkbox"/> Maintenance Billed by KMBS
<input type="checkbox"/> Maintenance Billed by Lease Company	<input type="checkbox"/> Dealer Serviced	PE # _____	Agreement # _____
Promotion # _____	Price Plan # _____	Customer Code 1 _____	Customer Code 2 _____
Key Operator Contact _____	Phone _____	Email Address _____	Customer Code 3 _____
Meter Read Contact _____	Phone _____	Email Address _____	
Accounts Payable Contact _____	Phone _____	Email Address _____	
Special Instructions:	Additional Documents Attached:		
	<input type="checkbox"/> Price Exception	<input type="checkbox"/> Tax Exempt Certificate	
	<input type="checkbox"/> Purchase Order	<input type="checkbox"/> Credit Application	

Originating	Sales Rep Number	Sales Rep Name (Please Print)	Sales Rep Email Address
Order Taking			
Servicing			

Contract Processed: Windsor, CT Branch _____ (Branch Name)

KMBS ADVANTAGE MAINTENANCE TERMS AND CONDITIONS "SCHEDULE A"

(Revised 04-06-09)

The following terms and conditions apply to the provision of maintenance services by Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") to Customer during the term of this Agreement:

- PAYMENT:** Payment is due within thirty (30) days from the date of the invoice. Should the customer fail to make any payment due hereunder, or be or become insolvent or be a party to or acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Customer, or violate any aspect of this Agreement, KMBS may (1) refuse to continue to service the equipment or provide Consumable Supplies and may enter Customer's premises to recover any property or equipment owned by KMBS or (2) furnish service on a time, travel and material basis, without prejudice to any other remedies KMBS may have. If Customer fails to make any payment when due pursuant to this Agreement, there will be a service charge of one and one-half percent (1 1/2%) per month of the total amount due or the maximum legal interest rate allowed by law, whichever is less. Reasonable costs, including counsel fees, shall be recoverable by KMBS in the event collection activities, including litigation, are required to collect outstanding amounts due under this Agreement. NO CASH PAYMENTS ACCEPTED. Accepted manners of payment are by major credit card or checks made payable to KMBS.
- METER READINGS:** Customer will provide accurate and timely meter readings at the end of each billing period in a manner prescribed by KMBS. KMBS charges for each copy or print, performed by the KMBS equipment included in the contract. A copy or print shall be defined as the generation of any document or image on the KMBS equipment. For purposes of this Agreement, all such uses of KMBS equipment shall be referenced herein as a "copy." KMBS shall have access to monitor the meter readings and if meter readings are not received in a timely manner, KMBS may obtain or estimate them and Customer agrees to pay for maintenance services based on estimated meter readings. Customer shall not alter or attempt to alter actual meter reading. Each 8 1/2" x 11" copy will be recorded as a single meter click. Each 11" x 17" copy will be recorded as a double meter click. Duplexed copies shall be counted at twice the rate of simplex copies. For models equipped with banner printing capabilities, the following meter click charges shall apply: 18" to 27" = 3 clicks; 27" to 36" = 4 clicks; 36" to 47" = 5 clicks.
- SITE PREPARATION:** Customer shall ensure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements and will bear all cost and expense for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines, and modems) and equipment line cord is not covered by this Agreement.
- COMMENCEMENT OF SERVICE:** The equipment must be in good condition on the commencement date of this Agreement. KMBS charges for parts and labor required to place the equipment in such condition unless covered under any applicable warranties or a continuous maintenance Agreement. KMBS will invoice the customer and this will be in addition to the price set forth on the reverse hereof.
- ADDITIONAL EQUIPMENT:** No maintenance service for additional or substituted equipment will be provided by KMBS until it is accepted by KMBS, in writing, for coverage. KMBS reserves the right to adjust the coverage period for any additional or substituted equipment to assure common renewal dates.
- SERVICE INCLUDED:** KMBS' obligations under this Agreement is to provide Basic Maintenance Service on the equipment covered by this Agreement. Basic Maintenance Service is defined as that level of maintenance necessary to maintain the equipment in normal operating condition as set forth in the equipment specifications. Basic Maintenance Services includes labor and/or routine remedial and preventive maintenance service as well as remedial parts and Consumables Supplies, if this option is selected, as defined in section 27. All part replacements shall be on an exchange basis with new or refurbished items. Emergency service calls will be performed at no extra charge during normal business hours. Unless otherwise indicated, normal business hours are 8:30 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed by KMBS. Overtime charges, at KMBS' then current rate, will be charged for all service calls outside normal business hours. In addition to any other rights hereunder, KMBS reserves the right to delete discontinued equipment from this Agreement if parts become unavailable for discontinued equipment.
- PREVENTIVE MAINTENANCE:** Preventive Maintenance shall be performed on the equipment at the intervals defined by the Technical Service Manuals for the particular model. Preventive Maintenance will include cleaning, lubrication, adjustment, and may be made at the same time remedial service is being performed. KMBS technicians do not carry or deliver consumable supplies (toner, developer, etc.). It is the Customer's responsibility to have the necessary supplies available for the Technician's use.
- vCARE MONITORING:** KMBS will deploy and enable its vCARE Solution, which is a Device Relationship Management (DRM) system that interacts with KMBS product(s) for the purpose of automated meter reading, technical performance monitoring, consumable and supply-level monitoring for replenishment, and product status (and as described in KMBS' Digital Needs Analysis). Should Customer opt-out of utilizing vCARE, KMBS reserves the right to access an incremental invoicing fee not to exceed twenty five dollars (\$25) per invoice.
- ACCESS:** Customer shall provide KMBS' personnel with free and full access to the equipment and any necessary operating time for the purposes of furnishing maintenance services. Customer shall arrange and insure that one of its employees is present at all times when KMBS personnel perform maintenance services.
- SELLER'S AGENTS:** Customer acknowledges that it has been advised that no agent, employee, or representative of KMBS has any authority to bind KMBS to any affirmation, promise, representation, or warranty concerning any of the equipment or services. Unless an affirmation, promise, representation, or warranty is specifically set forth in this Agreement it does not form a basis of this bargain and shall not be enforceable against KMBS.
- DISCLAIMER:** This Agreement does not cover service required due to malfunction of parts, attachments, or supplies of non-KMBS manufacture. When the use of a particular supply item may cause machine damage or require excessive servicing, KMBS, upon notice to Customer, will not continue remedial or preventive service for that equipment. By introducing supplies of differing manufacture into the KMBS equipment Customer accepts the responsibility to pay for any remedial or corrective service required. Any alterations, modifications or changes to the equipment by someone other than KMBS, including Customer, may result in termination of this Agreement. Without prior authorization, this Agreement does not apply to any equipment which ceases to be at the customer location described on the reverse side hereof. This Agreement does not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty or any other natural force, and any loss or damage occurring from any of the foregoing is specifically excluded from this Agreement.
- AUTOMATIC RENEWAL:** Service on individual equipment shall automatically be extended for successive one year terms at the rates being charged by KMBS at the time of renewal unless Customer or KMBS provides the other party thirty (30) days written notice before the end of the current term of its intention not to renew this Agreement. Upon renewal, either party may cancel this Agreement, with or without cause, upon thirty (30) days written notice to the other party. Upon cancellation pursuant to this paragraph, Customer will be billed for service through the effective date of cancellation. In the event this agreement is canceled or not renewed, Customer shall return any unused Consumable Supplies to KMBS. Should the Customer fail to return any unused Consumable Supplies, KMBS reserves the right to charge for any unused Consumable Supplies at the then current rate for such supplies.
- EARLY TERMINATION CHARGE:** In the event Customer terminates prior to the expiration of the initial term of this Agreement without cause or in the event KMBS terminates this Agreement prior to the end of the initial term due to Customer's material breach, KMBS will bill and Customer will be responsible to pay an early termination charge as liquidated damages, and not as a penalty. Early termination charges will be calculated in the following manner: i) KMBS will average the three (3) most recent billing periods of KMBS maintenance to arrive at an average maintenance figure, then ii) multiply that figure by the number of remaining billing periods in the remaining unexpired term, and then iii) divide that number by two (2).
- BUSINESS PURPOSE:** Customer warrants and represents that the equipment will be used for business

purposes, and not for personal, family, or household purposes.

- NETWORK INTEGRATION:** If Network Integration services are provided by KMBS, Customer warrants that the KMBS Digital Needs Analysis ("DNA") has been accurately completed and KMBS may rely on the information contained in the DNA in providing network integration services. KMBS reserves the right to assess additional charges for service due to Customer's modification of its network, software, or operating system(s).
- RELOCATION:** Relocation or make ready shipment of equipment is not covered by this maintenance Agreement. This service, when requested, will be at the then billable rate of KMBS.
- ASSIGNMENT:** Customer may not assign this Agreement, without KMBS' express written consent. In the event that KMBS assigns or subcontracts any of its obligations under this Agreement, KMBS shall remain primarily responsible to perform those obligations. Any claim or defense Customer may have relating to those obligations must be asserted only against KMBS and not its assignee. KMBS may assign, without notice to Customer, any of its rights under this Agreement.
- NOTICES:** All notices required to be given under this Agreement shall be in writing and shall be sent by U.S. first class mail to the parties as follows: To Customer at the address listed on the front of this Agreement and to KMBS, at 100 Williams Drive, Ramsey, NJ 07446, Attention: Office of Direct Administration.
- INDEMNIFICATION:** Customer shall bear all risk of theft, loss or damage not caused by KMBS employees or agents, to all Equipment delivered and accepted under this Agreement. Customer agrees to indemnify, defend and hold harmless KMBS, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorney's fees) arising out of Customer's use of the equipment, including but not limited to liabilities arising from illegal use of KMBS equipment as well as bodily injury, including death, or property damage to any person, unless said injuries, death or property damage was caused solely as the result of a negligent or intentional act or omission by KMBS.
- WARRANTY:** KMBS WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS FOR THE EQUIPMENT. KMBS MAKES NO OTHER WARRANTIES WHATSOEVER EXPRESS OR IMPLIED WITH REGARD TO THE SERVICE, THE SOFTWARE INCLUDED WITH THE EQUIPMENT OR ITS INSTALLATION, AND MAINTENANCE, AND EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- REMEDY LIMITATIONS:** The equipment may not be returned to KMBS without KMBS' written consent. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE REPAIR OF THE EQUIPMENT OR REPLACEMENT OF A NONCONFORMING PART, AT THE OPTION OF KMBS. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES FOR ANY PROVEN BREACH OF THIS AGREEMENT (INCLUDING WARRANTY). THE PARTIES DO RESERVE THE RIGHT TO RECOVER CONTRACT DAMAGES ALLOWED VIA THIS AGREEMENT. KMBS' LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE COVER DAMAGES ON THE COST OF ALTERNATE MAINTENANCE SERVICES AND/OR CONSUMABLES PURCHASED BY THE CUSTOMER. KMBS SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES DUE TO LOSS OF DATA OR INFORMATION OF ANY KIND. LOSS OF OR DAMAGE TO REVENUE, PROFITS OR GOODWILL, DAMAGES DUE TO ANY INTERRUPTION OF BUSINESS, DAMAGE TO CUSTOMER'S COMPUTERS OR NETWORKS, EVEN IF KMBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Illinois without regard to choice of law principles. In the event of litigation or other proceedings by KMBS to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by KMBS, including but not limited to, reasonable attorney's fees. Customer further agrees to litigate any dispute concerning this matter in the courts of the state of New Jersey, consents to jurisdiction in that forum and waives the right to jury trial.
- FORCE MAJEURE:** Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.
- SEVERABILITY:** If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement.
- WAIVER:** Failure by KMBS to enforce any provisions of this Agreement or any rights hereunder, or failure to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the party's right to later enforce or exercise the same or other provisions, rights, or elections it may have under this Agreement.
- ORIGINAL DOCUMENT:** Customer further agrees (a) that facsimile or electronic signatures shall be accepted as original signatures; and (b) that this Agreement or any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. KMBS may accept orders electronically from Customer pursuant to this Agreement. Neither party shall raise any objection to the authenticity of this Agreement or any document created hereunder, based on either the use of a facsimile signature or the use of a copy retrieved from an electronic storage system.
- SUPPLIES INCLUDED IN THE BASE/PRINT CHARGE:** If this option has been selected, KMBS (or designated servicer) will provide Customer with certain types and quantities of Consumable Supplies. Consumable Supplies are defined as the toner, staples, developer, copy cartridges and PM kits necessary to ensure that the equipment operates within the equipment specifications throughout the term of this Agreement. Customer agrees that the Consumable Supplies are KMBS property until used by Customer. Customer will use Consumable Supplies only with the contracted equipment and run them to their cease-function point. Customer shall not remove the Consumable Supplies from the location designated as Customer's address on the first page of this Agreement. Customer shall not sell, resell or otherwise transfer any Consumable Supplies to any other entity. Customer will return any unused Consumable Supplies to KMBS at the end of this Agreement. Customer shall use reasonable care to store and protect KMBS Consumable Supplies located at Customer's location for Customer's convenience. Customer bears risk of loss of KMBS unused Consumable Supplies in the event of theft, fire or other mishap. Should Customer's use of Consumable Supplies exceed the Manufacturer Recommended Yields for the applicable unit by more than 6% in any given month, or should KMBS, in its reasonable discretion, determine that Consumable Supplies are being abused in any fashion, Customer agrees that KMBS shall have the right to charge for any such excess or improper usage. The Recommended Manufacturer's Recommended Yields for the Consumable Supplies are set forth in <http://kmbs.konicaminolta.us>. Audit Rights. During the term of this Agreement and during the Sixty (60) day period immediately following the Term, KMBS shall have the right, upon reasonable notice or in connection with a maintenance call, to audit Customer's usage of Consumable Supplies. The audit will be conducted by comparing the records generated by the equipment. If the audit reveals that Customer has exceeded the Manufacturer's Recommended Yield for the applicable unit, then Customer shall promptly pay to KMBS an amount for the excess Consumable Supplies usage, based on the then current rate for the applicable Consumable Supply. KMBS reserves the right to charge Customer for shipping and handling charges incurred by KMBS for the delivery of any excess Consumable Supplies delivered to Customer.
- ENTIRE AGREEMENT:** This is the entire Agreement between Customer and KMBS and supersedes any proposal or prior agreement, oral or written, or any other communications relating to maintenance services for KMBS equipment and it may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each party. Customer agrees that any Purchase Order or other documentation issued to KMBS covering the equipment or maintenance is issued for purpose of authorization and Customer's internal use only, and any terms and conditions contained therein shall not modify or add to the terms and conditions of this Agreement. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby waived by Customer.

Advantage CPC Maintenance Contract Addendum - Additional Equipment

Sold To:		Ship To:	
Name: <u>City of Elmhurst</u>	Account Number: <u>0</u>	Name: <u>0</u>	Account Number: <u>0</u>
Address Line 1: <u>Chris Johnson 1-630-530-3768</u>		Address Line 1: <u>0</u>	
Address Line 2: <u>0</u>		Address Line 2: <u>0</u>	
Street Address: <u>209 N. York Street</u>		Street Address: <u>0</u>	
City: <u>Elmhurst</u>	State: <u>IL</u>	Zip: <u>60126</u>	
		City: <u>0</u>	State: <u>0</u> Zip: <u>0</u>

ADDENDUM TO ADVANTAGE CPC MAINTENANCE CONTRACT

Product Covered Under Contract:

Item	Model Description	Serial Number	Type	Start Meter Read	Monthly Min Volume	CPC	Monthly Min \$	Overage CPC
7			C					
			B/W					
8			C					
			B/W					
9			C					
			B/W					
10			C					
			B/W					
11			C					
			B/W					
12			C					
			B/W					
13			C					
			B/W					
14			C					
			B/W					
15			C					
			B/W					
16			C					
			B/W					
17			C					
			B/W					
18			C					
			B/W					
19			C					
			B/W					
20			C					
			B/W					
21			C					
			B/W					
22			C					
			B/W					
23			C					
			B/W					
24			C					
			B/W					
25			C					
			B/W					
26			C					
			B/W					
27			C					
			B/W					
28			C					
			B/W					
29			C					
			B/W					
30			C					
			B/W					

This page is a continuation of the Advantage CPC Maintenance Contract dated _____ between KMBS and Customer.

Customer Signature: _____

KMBS Representative: _____

Exhibit "C"

Contractor's Certification

CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor are each a material representation of fact upon which reliance is placed by the City of Elmhurst in entering into the contract with the Contractor. The City of Elmhurst may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance.

I, Kevin Kern, hereby certify that I am the Senior Vice President.
Marketing of
(Name of Owner or Officer) *(Title or Office)*
Konica Minolta Business Solutions USA Inc., and as such, hereby represent and warrant to the
City
(Name of Contractor)

of Elmhurst, a municipal corporation, that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

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

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

- (A) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* (ADrug-Free Workplace Act@), will provide a drug-free workplace by:
 - (1) Publishing a statement:
 - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
 - b. Specifying the actions that will be taken against employees for violations of such prohibition;
 - c. Notifying the employee that, as a condition of employment on such Contract, the employee will;
 - i. Abide by the terms of the statement;

- ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - (2) Establishing a drug-free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the Contractor's policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance program; and
 - d. the penalties that may be imposed upon employees for drug violations;
 - (3) Making it a requirement to give a copy of the statement required by Subsection (A)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
 - (4) Notifying the City within ten (10) days after receiving notice under paragraph(A)(1)c from an employee or otherwise receiving actual notice of such conviction;
 - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
 - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;
- (B) the Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;
- (C) no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a

City officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the City in writing the name(s) of the holder of such interest.

- (D) no officer or employee of the City has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code; and
- (E) the Contractor has not given to any officer or employee of the City any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code.
- (F) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.
- (G) the Contractor acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this agreement are considered a public record of the City; and therefore, within thirty (30) days of completion of the work required of the Contractor under this agreement, the Contractor shall produce to the City, in electronic format, all records that directly relate to the governmental function performed by the Contractor under this agreement at no additional cost to the City; and furthermore, the Contractor shall review its records and promptly produce to the City any additional records in the Contractor's possession which the City requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the Contractor shall produce to the City such records within three (3) business days of a request for such records from the City at no additional cost to the City.

If any certification made by the Contractor or term or condition in this contract changes, the Contractor shall notify the City of Elmhurst in writing within seven (7) days.

Dated: January 24, 2012 Contractor:

Konica Minolta Business Solutions USA Inc.

By: 

Kevin Kern, Senior Vice President, Marketing ,
(Print Name of Owner or Officer) (Title or Office)

STATE OF ^{New Jersey} ILLINOIS)
) ss.
COUNTY OF Bergen)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Kevin Kern known to me to be the Senior vice President of
(Name of Owner or Officer) (Title or Office)
KONICA MINOLTA BUSINESS SOLUTIONS USA INC. appeared before me this day in person and, being
(Name of Contractor)
first duly sworn on oath, acknowledged that he executed the foregoing certification as his/her free act and deed.

Dated: JANUARY 24, 2012


Notary Public

STEVEN J BELL
NOTARY PUBLIC
NEW JERSEY
MY COMMISSION EXPIRES 9-17-2013

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance Approving and Authorizing the City of Elmhurst, Illinois to Waive Bid and Accept the Proposal of Konica Minolta Business Solutions for the Purchase and Maintenance of Twelve Multifunctional Digital Copiers.

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendations of the Finance, Council Affairs and Administrative Services Committee, the City Attorney prepared an ordinance approving and authorizing the purchase and maintenance of twelve (12) multifunctional digital copiers from Konica Minolta Business Systems in the total amount of Seventy-Six Thousand Seven Hundred Forty-Two and 00/100ths (\$76,742.00) Dollars. Pursuant to Section 3.20 (a) (1) of the City of Elmhurst's Municipal Code, formal bidding requirements will need to be waived.

O-06-2012

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

WHEREAS, the Elmhurst Chamber of Commerce (the "Licensee") seeks to utilize portions of Addison Avenue, Michigan Avenue, Hahn Street, Illinois Street, First Street, Park Avenue, Third Street, York Street, Schiller Street, Robert Palmer Drive, Church Street, Prospect Avenue and the Veterans Memorial in Wilder Park, Elmhurst, Illinois (the "Property") for its annual Memorial Day Parade (the "Event") as described in the Non-Exclusive License 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 temporary 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:

Section 1. That the Agreement, in a form substantially similar to the document attached hereto and made a part hereof as Exhibit "A," is approved and execution of the said Agreement by the Mayor and City Clerk is hereby ratified.

Section 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 Agreement.

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

ADOPTED this _____ day of February 2012, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of February 2012.

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

ATTESTED and filed in my office,
this _____ day of February 2012.

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

EXHIBIT A

NON-EXCLUSIVE LICENSE AGREEMENT

Non-Exclusive License Agreement

This License Agreement (the "License") is made and entered into on this ____ day of February, 2012 by and between the City of Elmhurst, Illinois, an Illinois municipal corporation (the "Licensor") and the Elmhurst Chamber of Commerce, an Illinois Not-for-Profit Corporation (the "Licensee").

Licensee desires to enter onto the property commonly known as that part of Addison Avenue, Michigan Avenue, Hahn Street, Illinois Street, First Street, Park Avenue, Third Street, York Street, Schiller Street, Robert Palmer Drive, Church Street, Prospect Avenue and the Veterans Memorial in Wilder Park, Elmhurst, Illinois, as illustrated in Exhibit A attached hereto and made a part hereof (the "Property"), for the purpose of utilizing the Property for its annual Memorial Day Parade 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 its contractors, subcontractors, invitees, employees and agents (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 May 28, 2012 at 8:15 AM and ending at 1:00 PM on May 28, 2012 (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 8:15 AM and 1:00 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 in finalizing layout/staging plans and operational parameters for the Event, and shall confer with said departments to ensure safety and compliance with all City Ordinances.

(4) 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.

(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 (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 its 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 thirty (30) days prior to the Event, the Licensee shall furnish, or cause its 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.

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

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

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LICENSOR

City of Elmhurst, an Illinois municipal corporation

By: _____
Peter P. DiCianni, Mayor

Attest: _____
Patty Spencer, City Clerk

LICENSEE

Elmhurst Chamber of Commerce

By: _____
John R. Quigley, President

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, 2012, personally appeared Peter P. DiCianni 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 Non-Exclusive 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)

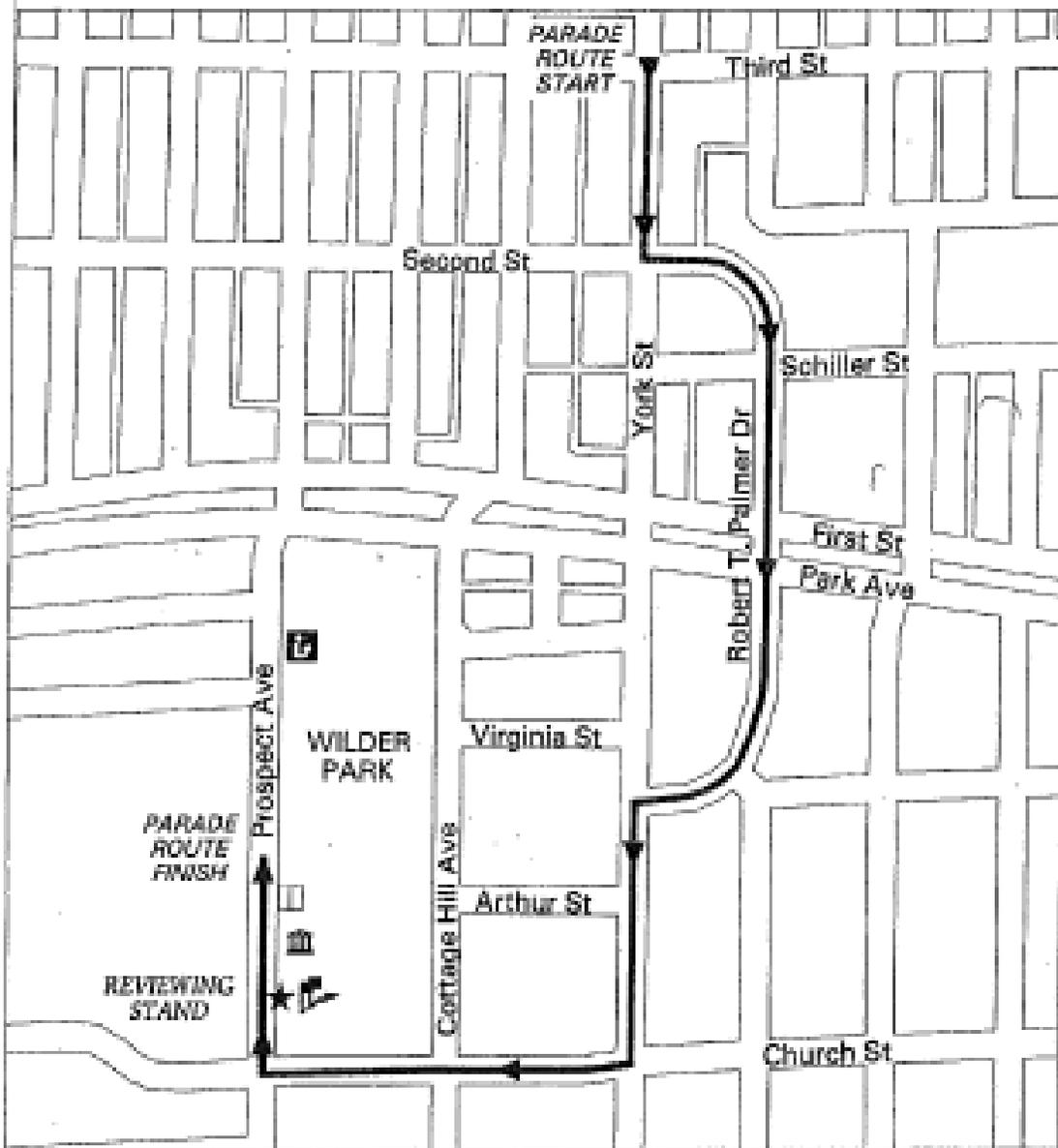
On this ____ day of _____ 2012, before me, a Notary Public in and for said State, personally appeared, John R. Quigley, to me personally known, who being by me duly sworn did say that he/she executed the foregoing Non-Exclusive License Agreement as his/her voluntary act and deed for the purposes set forth herein.

Notary Public

My Commission Expires: _____

Exhibit "A"

ANNUAL ELMHURST MEMORIAL DAY PARADE ROUTE



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parade_routes.pdf

 Wilder Mansion

 Elmhurst Veteran's Memorial

 Tennis Courts

 Elmhurst Public Library



COUNCIL ACTION SUMMARY

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

ORIGINATOR: Public Affairs and Safety Committee, City Manager, City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendations of the City of Elmhurst Public Affairs and Safety Committee, attached for Council consideration is an ordinance granting approval and authorization to execute the Non-Exclusive License Agreement (the "Agreement") by and between the Elmhurst Chamber of Commerce and the City of Elmhurst. The Agreement grants the Elmhurst Chamber of Commerce a temporary non-exclusive license to use public property for its 2012 Memorial Day Parade. The Agreement has been reviewed by 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- 02- 2012

AN ORDINANCE TO AMEND SECTION 10 ENTITLED, "VETERANS MEMORIAL COMMISSION" OF CHAPTER FOUR ENTITLED, "BOARDS AND COMMISSIONS" OF THE MUNICIPAL CODE OF THE CITY OF ELMHURST, ILLINOIS

WHEREAS, the Veterans Memorial Commission (the "Commission") is responsible for the perpetual maintenance and oversight of the Veterans Memorial, providing for property damage insurance coverage for the Veterans Memorial, coordinating activities at the Veterans Memorial and recommending and participating in fund-raising pertaining to the duties of the Commission; and

WHEREAS, the Commission consists of nine (9) members appointed by the Mayor of the City of Elmhurst with the advice and consent of the Elmhurst City Council; and

WHEREAS, the Commission includes seven (7) organizations: (1) Veterans of Foreign Wars Post Number 2048 Walter A. Glos; (2) Veterans of Foreign Wars Post Number 2048 Walter A. Glos Auxiliary; (3) American Legion Post Number T.H.B. #187; (4) American Legion Post Number T.H.B. #187 Auxiliary; (5) City of Elmhurst; (6) Elmhurst Park District; and (7) Unit School District 205; and

WHEREAS, the Commission received articles of dissolution from Elmhurst Veterans of Foreign Wars Post Number 2048 Walter A. Glos and Elmhurst Veterans of Foreign Wars Post Number 2048 Walter A. Glos Auxiliary; and

WHEREAS, the Commission wishes to fill the vacancies left by Elmhurst Veterans of Foreign Wars Post Number 2048 Walter A. Glos and Elmhurst Veterans of Foreign Wars Post Number 2048 Walter A. Glos Auxiliary with Villa Park Veterans of Foreign Wars Post 2801 and Villa Park Veterans of Foreign Wars Post 2801 Auxiliary; and

WHEREAS, the corporate authorities of the City of Elmhurst (the “City”) find it desirable and in the best interest of the City to amend Section 10 entitled, “Veterans Memorial Commission” of Chapter 4 entitled, “Boards and Commissions” of the Municipal Code of Ordinances of the City of Elmhurst to reflect the dissolution of Elmhurst Veterans of Foreign Wars Post Number 2048 Walter A. Glos and Elmhurst Veterans of Foreign Wars Post Number 2048 Walter A. Glos Auxiliary with the replacement of Villa Park Veterans of Foreign Wars Post 2801 and Villa Park Veterans of Foreign Wars Post 2801 Auxiliary.

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

Section 1: That Subsection (c) (1) entitled, “Membership; Terms.” of Section 4.10 entitled, “Veterans Memorial Commission” is hereby deleted in its entirety and replaced with the following:

“4.10 – Veterans Memorial Commission.

(c) Membership; Terms.

(1) The Commission shall consist of nine members appointed by the Mayor with the advice and consent of the City Council. The initial appointments on the Commission shall be for terms as follows: three for one year; three for two years and three for three years. Thereafter, all terms shall be for three years commencing on the expiration of existing terms. All terms shall expire on April 30 of the last year of the individual member’s term. There shall be one member appointed from each of the following organizations:

- i.** Villa Park Veterans of Foreign Wars Post 2801;
- ii.** Villa Park Veterans of Foreign Wars Post 2801 Auxiliary;
- iii.** American Legion Post Number T.H.B. #187;
- iv.** American Legion Post Number T.H.B. #187 Auxiliary;
- v.** City of Elmhurst;
- vi.** Elmhurst Park District;
- vii.** Unit School District 205.

Of the remaining members, one shall be a clergyman selected from a church, synagogue or temple located within the corporate limits of the City and one shall be a resident of the City not associated with any of the foregoing entities. Not less than five members shall be honorably discharged veterans of the armed forces of the United State or spouses of such veterans.”

Section 2: That the remainder of 4.10 of the Municipal Code of Ordinances of the City of Elmhurst shall remain in full force and effect and unamended by this Ordinance.

Section 3: All ordinances or parts of ordinances in conflict with this Ordinance are hereby amended to the extent of the conflict.

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

ADOPTED this ____ day of February 2012, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of February 2012.

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

ATTESTED and filed in my office, this ____ day of February 2012.

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

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance to Amend Section 10 Entitled, “Veterans Memorial Commission” of Chapter Four Entitled, “Boards and Commissions” of the Municipal Code of the City of Elmhurst, Illinois.

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendations of the Public Affairs and Safety Committee, the City Attorney prepared an Ordinance to Amend Section 10 Entitled, “Veterans Memorial Commission” of Chapter Four Entitled, “Boards and Commissions” of the Municipal Code of the City of Elmhurst, Illinois which reflects the dissolution of Elmhurst Veterans of Foreign Wars Post Number 2048 Walter A. Glos and Elmhurst Veterans of Foreign Wars Post Number 2048 Walter A. Glos Auxiliary with the replacement of Villa Park Veterans of Foreign Wars Post 2801 and Villa Park Veterans of Foreign Wars Post 2801 Auxiliary.

MCO-03-2012

**AN ORDINANCE AMENDING ARTICLE I, ENTITLED, "IN GENERAL,"
ARTICLE II, ENTITLED, "RETAIL LICENSES," AND ARTICLE III,
ENTITLED, "RESTRICTIONS AND REQUIREMENTS FOR
CONDUCT ON LICENSED PREMISES," OF CHAPTER 36, ENTITLED,
"LIQUOR," OF THE MUNICIPAL CODE OF ORDINANCES OF THE CITY
OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS
(BANQUET FACILITY CLASSIFICATION)**

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

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

WHEREAS, the City Council of the City of Elmhurst finds that it is necessary, desirable, and in the public interest that the City amend the Municipal Code of Ordinances of the City of Elmhurst to provide for a new classification of liquor license in the City for banquet facilities.

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

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

Section 2. Subsection (e) of Section 36.01, entitled, "Definitions," of Article I, entitled, "In General," of Chapter 36, entitled, "Liquor," of the Municipal Code of Ordinances of the City of Elmhurst, as amended, is hereby further amended to read as follows:

- (e) Banquet Facility. Any place kept, used, maintained, advertised or held out as a place where a prearranged private party, function, or event for a specific social or business occasion may be held, either by invitation or reservation and not open to the general public, where the guests in attendance are served in a room designated and used exclusively for a private party, function or event, and where prepared meals and alcoholic liquors are sold as agreed pursuant to a contract.

Section 3. Section 36.09, entitled, "Classification of Licenses," of Article II, entitled, "Retail Licenses," of Chapter 36, entitled, "Liquor," of the Municipal Code of Ordinances of the City of Elmhurst, as amended, is hereby further amended by adding thereto subsection (t) to read as follows:

- (t) Class "BF" licenses shall authorize the retail sale of alcoholic liquor for consumption on the premises where the business is that of a banquet facility.

Section 4. Subsection (c) of Section 36.10, entitled, "Terms-Fees," of Article II, entitled, "Retail Licenses," of Chapter 36, entitled, "Liquor," of the Municipal Code of Ordinances of the City of Elmhurst, as amended, is hereby further amended by adding thereto the following paragraph to read as follows:

The annual fee for a Class "BF" liquor license for 2012 shall be one thousand eight hundred forty-nine dollars (\$1,849.00); in subsequent years, the fee shall be increased in July of each year by an amount equal to the annual percentage increase in the CPI for the year immediately preceding.

Section 5. Section 36.11, entitled, "Limitation on Number of Licenses," of Article II, entitled, "Retail Licenses," of Chapter 36, entitled, "Liquor," of the Municipal Code of Ordinances of the City of Elmhurst, as amended, is hereby further amended as follows:

36.11 – Limitation on Number of Licenses

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

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

Section 6. Subsection (e) of Section 36.28, entitled, "Prohibited Activities on Licensed Premises," of Article III, entitled, "Restrictions and Requirements for Conduct on Licensed Premises," of Chapter 36, entitled, "Liquor," of the Municipal Code of Ordinances of the City of Elmhurst, as amended, is hereby further amended as follows:

- (e) Entertainment Generally. It shall be unlawful for any licensee, its manager, or other person in charge of premises licensed, to provide any public entertainment, theatrical shows, amusements or public exhibitions of any kind and nature, except for the following:

- (1) Dancing by patrons to music is allowed in licensed premises with a Class "B," "C," "RSB," "RL," "D," "H" or "BF" license issued therefor under the provisions of this Chapter, and subject to an inspection of the licensed premises by the Fire Department prior to issuance of the liquor license to determine compliance with applicable statutes, ordinances, rules or regulations regarding occupancy of the licensed premises during such dancing by patrons.
- (2) Musical entertainment, including live bands and disc jockeys, is allowed in licensed premises with a Class "BF" license issued therefor under the provisions of this Chapter, and subject to an inspection of the licensed premises by the Fire Department prior to issuance of the liquor license to determine compliance with applicable statutes, ordinances rules or regulations regarding occupancy of the licensed premises during such times when musical entertainment is provided.

The provisions of this subsection shall not apply to licensed premises with a Class "PD" license.

Section 7. Section 36.30, entitled, "Minors on Licensed Premises," of Article III, entitled, "Restrictions and Requirements for Conduct on Licensed Premises," of Chapter 36, entitled, "Liquor," of the Municipal Code of Ordinances of the City of Elmhurst, as amended, is hereby further as follows:

Section 36.30 – Minors on Licensed Premises

It shall be unlawful for any person, except employees, under the age of twenty-one (21) years to be in any licensed "B," "C," "RSB," "RLS," "RHA" "H" or "BF" premises unless accompanied by a parent or guardian. This shall not prohibit a person under the age of twenty-one (21) years from being in an establishment which holds itself out to be a restaurant, hotel or banquet facility, as defined in this Chapter, for the purpose of consumption of food on the premises, and where the majority of the gross income of the licensed establishment is derived from the service of food, or for the purpose of utilizing the sleeping accommodations of a hotel. A person under the age of twenty-one (21) years is prohibited from being present in any room on the licensed premises used primarily for the sale of alcoholic beverages.

Section 8. All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

Section 9. This Ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

Approved this _____ day of _____, 2012.

Peter P. DiCianni III, Mayor

Passed this _____ day of _____, 2012.

Ayes: _____ Nays: _____

Patty Spencer, City Clerk

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance amending Article I entitled "In General", Article II entitled "Retail Licenses", and Article III entitled "Restrictions and Requirements for Conduct on Licenses Premises" of Chapter 36 entitled "Liquor" of the Municipal Code of Ordinances of the City of Elmhurst (hereinafter the "City").

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

The Public Affairs and Safety Committee met on January 9, 2012, to review the City's necessity to amend the its Municipal Code of Ordinances to provide for a new classification of liquor license in the City for banquet facilities (the "Classification"). At the Committee's direction, the City Attorney prepared an ordinance to define and create the Classification and to establish the annual liquor license fee for the Classification.

A RESOLUTION TO APPROVE AND AUTHORIZE THE FILING OF A PETITION WITH THE ILLINOIS COMMERCE COMMISSION SEEKING PERMISSION TO ALTER THE WEST AVENUE GRADE CROSSING OF THE UNION PACIFIC RAILROAD IN THE CITY OF ELMHURST

WHEREAS, the City of Elmhurst (hereinafter the "City") has determined that it is necessary to promote public safety and convenience to the public that the existing railroad grade crossing located at West Avenue at its intersection with the tracks of the Union Pacific, designated as AAR/DOT #174 933J, railroad mile post 16.66, be altered by the addition of a five-foot (5') wide pedestrian crossing with pedestrian gates on the east side of West Avenue (hereinafter the "Project"); and

WHEREAS, Section 18c 7401(3) of the Illinois Commercial Transportation Law (625 ILCS 5/18c 7401(3) requires that the Illinois Commerce Commission approve any alterations to existing railroad grade crossings; and

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

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

Section 2: It is hereby determined that it is advisable, necessary and in the public interest for the City file a Petition with the Illinois Commerce Commission seeking permission to construct the Project.

Section 3: The Mayor be and is hereby authorized and directed to execute on behalf of the City the Petition and such other documents as are necessary to process the Petition seeking an order of the Illinois Commerce Commission authorizing the construction of the Project.

Section 4: The City Attorney be and is hereby authorized and directed, on behalf of the City, to process and prosecute before the Illinois Commerce Commission the Petition and such other documents as are necessary to process the Petition seeking an order of the Illinois Commerce Commission authorizing the construction of the Project.

Section 5: The City's engineers and officers as directed by the City Attorney are hereby authorized and directed to prepare such exhibits and present such testimony as may be necessary to prosecute the Petition before the Illinois Commerce Commission.

Section 6: This resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED this ____ day of _____, 2012.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2012.

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

ATTESTED and filed in my office,
this ____ day of _____, 2012.

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

COUNCIL ACTION SUMMARY

SUBJECT: Resolution to approve and authorize the filing of a Petition with the Illinois Commerce Commission seeking permission to alter the West Avenue grade crossing of the Union Pacific Railroad in the City of Elmhurst by the addition of a five-foot (5') wide pedestrian crossing with pedestrian gates on the east side of West Avenue.

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

To promote public safety and convenience to the public, the City proposes to alter the existing railroad grade crossing located at West Avenue at its intersection with the tracks of the Union Pacific by the addition of a five-foot (5') wide pedestrian crossing with pedestrian gates on the east side of West Avenue. Section 18c 7401(3) of the Illinois Commercial Transportation Law (625 ILCS 5/18c 7401(3)) requires that the Illinois Commerce Commission approve any alterations to existing railroad grade crossings. Pursuant to the request of the engineering department, the City Attorney prepared a resolution to approve and authorize the filing of a Petition with the Illinois Commerce Commission seeking permission for the project.

R- 03 - 2012

**A RESOLUTION
TO APPROVE AND AUTHORIZE THE EXECUTION OF
THE FIRST AMENDED MODIFICATION AGREEMENT
BY AND BETWEEN
THE BENSENVILLE FIRE PROTECTION DISTRICT #1
AND THE CITY OF ELMHURST
FOR FIRE PROTECTION AND AMBULANCE SERVICES**

WHEREAS, the Bensenville Fire Protection District #1 (hereinafter the "District") and the City of Elmhurst (hereinafter the "City") have previously entered into an Agreement dated March 8, 1988, (the "Agreement") for the provision of fire protection and ambulance services to certain areas of the District; and

WHEREAS, the District and the City wish to enter into the First Amended Modification Agreement (hereinafter the "First Amended Modification") to extend the term of the Agreement to October 31, 2012, a copy of which First Amended Modification is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the District and the City have the authority pursuant to the 1970 Illinois Constitution (Art. VII Sec. 10) and the Illinois Compiled Statutes (5/ILCS 220/1-220/8) to enter into such intergovernmental agreements; and

WHEREAS, it is deemed necessary and desirable for the City of Elmhurst to enter into said First Amended Modification with the District.

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

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

Section 2: That the First Amended Modification to extend the term of the Agreement dated March 8, 1988, a copy of which First Amended Modification is attached hereto 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 is hereby authorized and directed to attest on behalf of the City the First Amended Modification with the District.

Section 4: That the City Clerk is hereby authorized and directed to forward copies of this Resolution to the District within thirty (30) days of its passage.

Section 5: This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED this ____ day of _____, 2012.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2012.

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

ATTESTED and filed in my office,
this ____ day of _____, 2012.

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

Exhibit "A"

The First Amended Modification Agreement
By and Between
The Bensenville Fire Protection District #1
And
The City of Elmhurst, Illinois
For Fire Protection and Ambulance Services

FIRST AMENDED MODIFICATION AGREEMENT

FIRST AMENDED MODIFICATION AGREEMENT (the "First Amended Modification") made this _____ day of _____, 2012, between:

CITY OF ELMHURST,
A Municipal corporation
(the "City")

and

BENSENVILLE FIRE PROTECTION
DISTRICT #1 (the "District").

WHEREAS, the City is a municipal corporation duly organized and existing in the Counties of DuPage and Cook, State of Illinois; and

WHEREAS, the District is organized under "an Act to Create Fire Protection Districts," approved July 8, 1927, as thereafter amended, and the territory of the Fire Protection District is contiguous to the territory of the City; and

WHEREAS, the City operates pursuant to its home rule powers and the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and

WHEREAS, under Sec. 11-6-2 of the Illinois Municipal Code (Ill. Rev. Stat. Chapter 24, Sec. 11-6-2), the City is authorized and empowered to enter into agreements with fire protection districts to provide fire protection services to territory within a fire protection district but outside the corporate limits of the City; and

WHEREAS, pursuant to such authority, the City and the District entered in a certain Agreement ("Agreement") dated March 8, 1988, for the provision of fire protection and ambulance service by the City to certain areas of the District, a true and complete copy of which is attached hereto and incorporated herein as Exhibit "A", which Agreement has continued to be in effect between the parties through October 31, 2010; and

WHEREAS, the District is in the process of negotiating an agreement ("Successor Agreement") for the provision of fire protection and ambulance services to replace the Agreement, but has not completed negotiations of the Successor Agreement at this time; and

WHEREAS, all other provisions of the Agreement stay in full force and effect unless amended by this First Amended Modification; and

WHEREAS, accordingly, the District desires that the City continue to provide fire protection and ambulance services under the terms and conditions of the Agreement until the earlier of either: 1) October 31, 2012; or 2) the effective date of a Successor Agreement; and

WHEREAS, the City is willing and able to provide fire protection and ambulance services to the District in accordance with the terms and conditions of the Agreement until the earlier of either: 1) October 31, 2012; or 2) the effective date of a Successor Agreement for which the District agrees to compensate the City an amount therefor as provided in Paragraph 6 of the Agreement prorated to the actual period for which the extension of the Agreement shall remain in effect.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements herein set forth, IT IS AGREED as follows:

1) The foregoing recitals are hereby incorporated herein and made part hereof by reference as if fully set forth.

2) The Agreement, a copy of which is attached hereto as Exhibit "A," is hereby extended until the earlier of either: 1) October 31, 2012; or 2) the effective date of a Successor Agreement.

3) During the period for which the Agreement shall be extended, the City shall provide fire protection and ambulance services for the District for the territory as set out on the map attached to and made a part of this First Amended Modification as Exhibit "B".

4) The District agrees to compensate the City an amount therefor as provided in Paragraph 6 of the Agreement, prorated to the actual period for which the extension of the Agreement shall remain in effect. The District shall pay the City the amount of compensation so determined within Thirty (30) days of the termination of the extension period.

5) This First Amended Modification sets forth all agreements, understandings and covenants between and among the parties relative to the matters herein contained. This First Amended Modification supersedes all prior agreements, negotiations and understandings, written and oral, and shall be deemed a full integration of the entire agreement of the parties.

6) If any provision, covenants, agreement or portion of this First Amended Modification, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provision, covenants or

portions of this First Amended Modification and, to that end, all provisions, covenants, agreements or portions of this First Amended Modification are declared to be severable.

7) This First Amended Modification may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

8) All other provisions of the Agreement stay in full force and effect unless amended by this First Amended Modification.

9) Each part and its counsel have participated in the drafting of this First Amended Modification therefore none of the language contained in this First Amended Modification Agreement shall be presumptively construed in favor of or against either party.

IN WITNESS WHEREOF, this First Amended Modification has been executed and delivered as of the date first set forth in this First Amended Modification.

BENSENVILLE FIRE PROTECTION
DISTRICT # 1

CITY OF ELMHURST

By: _____
L. Donovan Heinz, President

By: _____
Peter P. DiCanni, III, Mayor

ATTEST: _____
Paul DeMichele, Secretary

ATTEST: _____
Patty Spencer, City Clerk

COUNCIL ACTION SUMMARY

SUBJECT: Resolution approving the execution of the First Amended Modification Agreement by and Between the Bensenville Fire Protection District #1 (the "District") and the City of Elmhurst (the "City") for Fire Protection Services

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER: The District and the City previously entered into an Agreement dated March 8, 1988 (the "Agreement"), for the provision of fire protection and ambulance services (the "Services") to certain areas of the District. It is necessary to modify this Agreement to extend the period of time that the City will be providing these Services to certain areas of the District to October 31, 2012.

**A RESOLUTION AUTHORIZING
THE ISSUANCE OF A NOTICE OF AWARD FOR
THE 2012 STREET SWEEPING PROJECT
FOR THE CITY OF ELMHURST, ILLINOIS**

WHEREAS, the City of Elmhurst (the "City") sent invitations to bid to qualified street sweeping contractors and publicly advertised for sealed bids for the City's 2012 Street Sweeping Project (the "Project"); and

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

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

WHEREAS, the City's Public Works and Buildings Committee reviewed the bids and has recommended that Diamond Sweeping Company, Incorporated of Chicago, Illinois ("Diamond") be found to have submitted the lowest responsible, responsive bid; and

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

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

Section 3. It is hereby determined that it is advisable, necessary and in the public interest that the City accept Diamond's proposal (the "Proposal") for the Project, with options to be elected at the discretion of the City, for the years of 2013 and 2014.

Section 4. It is hereby determined that it is in the best interest of the City to enter into a contract for the Project and does hereby direct that a Notice of Award be issued to Diamond for street sweeping services

at the prices set forth in its Proposal.

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

Section 6. The Mayor is hereby authorized to execute and the City Clerk is hereby authorized to attest to the contract with Diamond for the Project, which contract is attached hereto marked as Exhibit "B" and made a part hereof, provided that Diamond returns to the City, within ten (10) day 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. This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED this ____ day of _____, 2012

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of February, 2012.

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

ATTESTED and filed in my office,
this ____ day of February, 2012.

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

Exhibit "A"
City of Elmhurst, Illinois
NOTICE OF AWARD

TO: Diamond Sweeping Company, Incorporated
11800 South Ewing Avenue
Chicago, Illinois 60617

PROJECT DESCRIPTION: City of Elmhurst 2012 Street Sweeping Project

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

YOU ARE HEREBY NOTIFIED that your Proposal has been accepted for the contract at the prices listed therein, in an amount not to exceed Five Hundred Fifty Thousand Nine Hundred Seventy-Seven and 00/100ths (\$550,977.00) Dollars, subject to the execution of the Contract and the furnishing of the proper bonds and insurance.

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

If you fail to execute the Contract and to furnish the required Contract Bond 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 Proposal as abandoned and as a forfeiture of your rights under this Award. 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 _____, 2012.

City of Elmhurst, Illinois,

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

ATTESTED and filed in my office,
this ____ day of _____, 2012.

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

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by
_____, this ____ day of _____, 2012.

Diamond Sweeping Company, Incorporated

By: _____

Exhibit "B"

Contract between Diamond Sweeping Company, Incorporated and
the City of Elmhurst, Illinois

CONTRACT

This Contract is made this ___ day of _____, 201__, between the City of Elmhurst, the City, and Diamond Sweeping Company, Incorporated, the Contractor, for the **2012-2014 Street Sweeping Contract**.

The Contractor hereby agrees as hereinafter set forth:

1. The Work. For and in consideration of the payments to be made by the City to the Contractor, and according to the terms of the Contract, the City and the Contractor agree that the Contractor at its own proper cost and expense shall perform all of the work required for the **2012-2014 Street Sweeping Contract**, in the City of Elmhurst, DuPage County, Illinois, and to furnish all materials and labor necessary to complete the Work and in full compliance with all of the terms and the requirements of this agreement in strict compliance with the contract documents, which contract documents are made an essential part of this Contract.

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

The total contract price is Five Hundred Fifty Thousand Nine Hundred Seventy-Seven and 00/100ths Dollars (\$550,977.00).

3. Contract Time. The Contract duration is for the three year period 2012 through 2014. Work will commence expeditiously after the Contractor receives notice to proceed from the City for each sweeping cycle. The Contractor shall complete the contract work in accordance with the time periods specified in the contract. All work shall be completed by December 1st of each contract year, unless an extension of time is granted in accordance with the Contract Specifications.

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

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

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

a. If to City:

City of Elmhurst
209 North York Road
Elmhurst, Illinois 60126
Attn: Mr. Jim Hirakawa, Superintendent of Streets

b. If to Contractor:

Diamond Sweeping Company, Incorporated
11800 South Ewing Avenue
Chicago, Illinois 60617

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

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

- (a) Addenda, if any (none unless indicated here) _____
- (b) Notice to Bidders and Invitation for Bids
- (c) Instructions to Bidders
- (d) Proposal Bid Bond
- (e) Proposal
- (f) Contractor's Certification
- (g) City of Elmhurst Qualification Forms
- (h) Contract Bond
- (i) Contract
- (j) Specifications
- (k) Special Provisions
- (l) Exhibits A-E; Additional Insured Endorsements
- (m) Standard Specifications for Road and Bridge Construction adopted January 1, 2012; the Supplemental Specification and Recurring Special Provisions, adopted January 1, 2012, and the "National Manual on Uniform Traffic Control Devices for Streets and Highways" (2009 Edition) supplemented by the "Illinois Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways" issued by the Illinois Department of Transportation.

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

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

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

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

City: City of Elmhurst

Contractor: _____
(Diamond Sweeping Company, Incorporated)

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)

COUNCIL ACTION SUMMARY

SUBJECT: Resolution authorizing the Issuance of a Notice of Award for the 2012 Street Sweeping Project for the City of Elmhurst, Illinois.

ORIGINATOR: Public Works and Buildings Committee and City Attorney

DESCRIPTION OF SUBJECT MATTER:

The City authorized the advertisement of bids for the 2012 Street Sweeping Project. There were four street sweeping companies that bid for this project. Upon the Public Works and Buildings Committee's review of the bids, it was determined that Diamond Seeping Company, Incorporated of Chicago, Illinois was found to be the lowest responsible bidder. Pursuant to the recommendation of the City Council, the City Attorney prepared a resolution to approve and authorize the execution of a professional services agreement with Diamond Sweeping Company, Incorporated in order to provide street sweeping services.

**A RESOLUTION TO REPEAL AND TO TERMINATE
THE HIRING AND PROMOTION FREEZE
IN THE CITY OF ELMHURST**

WHEREAS, on April 18, 2011, the City Council (hereinafter the "Council") of the City of Elmhurst (hereinafter the "City") approved a motion, which imposed a citywide hiring and promotion freeze (hereinafter "Hiring Freeze") on hiring and promotions for City employees; and

WHEREAS, the Council now wishes to repeal the motion of April 18, 2011, and terminate the Hiring Freeze and allow the City Manager to resume hiring as necessary pursuant to City Code.

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

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

Section 2: That the Hiring Freeze enacted by motion on April 18, 2011, is hereby repealed and terminated.

Section 3: This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED this _____ day of _____, 2012.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2012.

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

ATTESTED and filed in my office,
this _____ day of _____, 2012.

Patty Spencer, City Clerk of the City of
Elmhurst, DuPage and Cook Counties, Illinois
288047-1

COUNCIL ACTION SUMMARY

SUBJECT: Resolution to repeal and terminate the hiring and promotion freeze for City employees in the City of Elmhurst.

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

On April 18, 2011, the City Council imposed a City-Wide Hiring Freeze (hereinafter "Hiring Freeze"). The resolution repeals and terminates the Hiring Freeze.



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

January 23, 2012

TO: Mayor DiCianni and Members of the City Council

RE: New Public Sidewalks Policy - Amended

On Monday, January 23, 2012 the Public Works and Buildings Committee met to review possible amendments to the current policy. The revised policy reflects the discussions that occurred and the consensus that was arrived at on each. The policy also retains the authority of the Committee and City Council to approve each sidewalk request on a case-by-case basis.

The Public Works and Buildings Committee worked with City Staff and interested residents to again refine the policy for the installation of sidewalks where none currently exist. The Committee felt that it was very important to keep harmony in neighborhoods where sidewalks are installed. To ensure a final outcome that not only results in a quality construction project but also a quality neighborhood project, the Committee felt it was important to make the percentages required to pass a sidewalk improvement higher than the current >50% thereby resulting in a larger amount of support on the block requesting a sidewalk. Recent experience has indicated that the more even the number of people that want sidewalks and the people that do not want sidewalks, the greater the potential for a more negatively emotional project.

Year	Block	% Approval	Result
2009	Gladys	53%	Reduced neighborhood harmony
2008	Belden	72%	Celebrated project; neighborhood harmony preserved
2007	Dorchester	69%	
2006	Babcock	72%	

The following changes are recommended for the policy to install sidewalks going forward.

1. The definition of a block shall be one side of a street
2. A "no response" will be counted as a "no" vote
3. The previous requirement that a block may not return to request sidewalks for a period of two years after failing to get the necessary support will be eliminated. A block could return with a petition in a following year if desired.

Copies To All
Elected Officials
2-2-12

TO: Mayor DiCianni and Members of the City Council

RE: **New Public Sidewalks Policy – Amended**

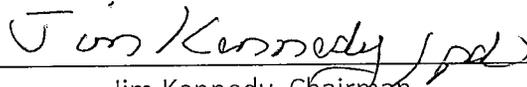
Page 2

4. Greater than 2/3 of the property owners on a block must sign the petition in the affirmative in order for City Staff to move forward with pre-engineering, tree marking, initial cost estimates, and an open house to review the project for the property owners.
5. Greater than 2/3 of the property owners on the block must vote “yes” on the City survey to create the SSA to complete the installation of the sidewalk.
6. The 50/50 cost share between the City and the property owners for installation of new sidewalks on full blocks where none currently exists remains intact. A Special Service Area (SSA) will be established to support financing for these projects. Through this financing method, the City will be reimbursed for 50% of the project cost by the residents via the County collecting the appropriate property tax over several years based upon the assessed value of each affected lot.
7. The provision for a blocking petition still exists and would require greater than 50% of the property owners and registered voters to dissolve the creation of the SSA.

The Public Works and Buildings Committee recommends that the adoption of the attached amended policy for the installation of new public sidewalks in areas where none currently exist, be approved.

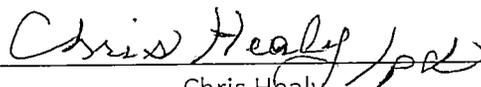
Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE

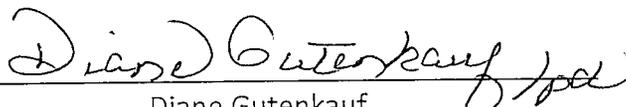


Jim Kennedy, Chairman

Bob Dunn, Vice Chairman



Chris Healy



Diane Gutenkauf



CITY OF ELMHURST

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

New Sidewalk Installation Policy

- I.) The City Council has approved a 50/50 cost share between the City and the property owners for installation of new sidewalks on full blocks where none currently exist. A "block" is defined as one side of a street. Unusual block configurations will require staff review and approval.
- II.) In areas where it has been determined by the procedure below that sidewalks will be constructed, a Special Service Area (SSA) will be established to support financing for the project. The City will advance 100% of the project cost. The City will over an appropriate period of time be reimbursed for 50% of the project cost by the residents through an SSA via the County collecting the appropriate property tax over that time period based upon assessed value of each lot affected. The Public Works and Buildings Committee and Elmhurst City Council will select and approve the appropriate period of time but in no case shall that period of time be greater than ten years. Additionally, the City would be reimbursed for any interest that the City would forego by providing the "up-front" payment for the project.

Procedure:

- a) Interested parties must circulate a petition to collect signatures of property owners willing to participate in the 50/50 cost share program to install new sidewalks. The petition must be on a form provided by the City. Greater than two-thirds of the property owners of the "block" must sign the petition for the City to consider a sidewalk project. Each property gets one vote.
- b) City staff will verify petition signatures are those of property owners. Provided the greater than two-thirds threshold has been met, the City will hold an informational open house for the affected properties to discuss details of the proposed project. Preliminary sketches/plans for the proposed sidewalk will be completed to determine the impact to individual properties. Sidewalks will be designed one (1) foot off the property line to allow for a standard parkway configuration. Colored ribbons will be tied on affected trees and/or shrubs to indicate potential landscaping impacts to the neighborhood. The preliminary plans will be on display at the open house. General cost estimates and an explanation of the SSA method of financing will be provided at the informational meeting.

- c) Following the informational open house, City staff will send an official City survey via U.S. Mail to the affected property owners. The survey package will include information from the open house and give property owners 4 weeks to respond. Surveys must be returned or post marked by the specified due date.
- d) City staff will collect survey results and compile information for the Public Works and Buildings Committee. A “no response” will be counted as a “no” vote. If the returned surveys show greater than two-thirds of the property owners of the “block” support the new sidewalks, the Public Works and Building Committee, after reviewing all factors, may make a recommendation for construction of the sidewalks to the Council. If there are less than two-thirds of the returned surveys in favor of the sidewalk, the issue will be considered closed for a period of one year.
- e) If the Council approves the Committee’s recommendation, staff will be directed to create an SSA according to the Special Service Area Tax Law (35 ILCS 200/27-5 et.seq).
- f) Affected property owners will be informed of the SSA via a public hearing. Information regarding the process established by the State Statute for approval of or objecting to the SSA formation will be provided to the affected property owners.
- g) If greater than 50% of the property owners and registered voters submit petitions against the formation of the SSA, the project will be terminated and the issue will be considered closed for one year. If objecting petitions are received from less than 50%, the SSA will be created and City staff will engineer the sidewalks and complete plans and specifications for bidding. Sidewalks may be constructed during the next construction season.



CITY OF ELMHURST

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CITY TREASURER
JAMES A. GRABOWSKI
CITY MANAGER

January 23, 2012

TO: Mayor DiCianni and Members of the City Council

RE: **New Public Sidewalks Policy - Amended**

On Monday, January 23, 2012 the Public Works and Buildings Committee met to review possible amendments to the current policy.

The City Council has previously approved a 50/50 cost share between the City and the property owners for installation of new sidewalks on full blocks where none currently exist. A Special Service Area will be established to support financing for these projects. Through this financing method, the City will be reimbursed for 50% of the project cost by the residents via the County collecting the appropriate property tax over several years based upon the assessed value of each affected lot.

The Public Works and Buildings Committee worked with City staff and interested residents to again refine the policy for the installation of sidewalks where none currently exist. The Committee felt that it was very important to keep harmony in neighborhoods where sidewalks are installed. Recent experience has indicated that the more even the number of people that want sidewalks and the people that do not want sidewalks, the greater the potential for a more negatively emotional project. Consequently to ensure a final outcome that not only results in a quality construction project but also a quality neighborhood project, the Committee felt it was important to make the percentages required to pass a sidewalk improvement higher thereby indicating a larger amount of support in the neighborhood.

The following changes **as outlined in this Minority Report** are recommended for the policy to install sidewalks going forward. First, the definition of a block shall be one side of a street. Second, a "no response" will be counted as a "no" vote. Third, the previous requirement that a block may not return to request sidewalks for a period of two years after failing to get the necessary support will be reduced to one year. Fourth, the percentages required for a project to go forward will be as follows: greater than **50%** of the people on the block must sign the petition in the affirmative and greater than **50%** of the property owners on the block must vote "yes" on the City survey.

Copies To All
Elected Officials
J-O-B

Page 2

TO: Mayor DiCianni and Members of the City Council

RE: **New Public Sidewalks Policy - Amended**

Attached is an analysis, which shows how the current policy facilitated the last 5 sidewalk project requests to be constructed via the city's cost share program. But with the recommended approval percentages defined in the Majority Report, none of these would have proceeded by a wide-margin. The Minority Report defines a compromise plan that would have 2 of the last 5 submittals being approved with the other 3 very close to the survey threshold whereas on a subsequent try there would be a high probability to have the projects approved. Attached, as a reference is also a map of Elmhurst indicating which streets do not currently have sidewalks.

The revised policy reflects the discussions that occurred and the consensus that was arrived at on each. The policy also retains the authority of the Committee and City Council to approve each sidewalk request on a case-by-case basis.

The Public Works and Buildings Committee **Minority Report** recommends that the adoption of the attached amended policy for the installation of new public sidewalks in areas where none currently exist, be approved.

Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE

Jim Kennedy, Chairman



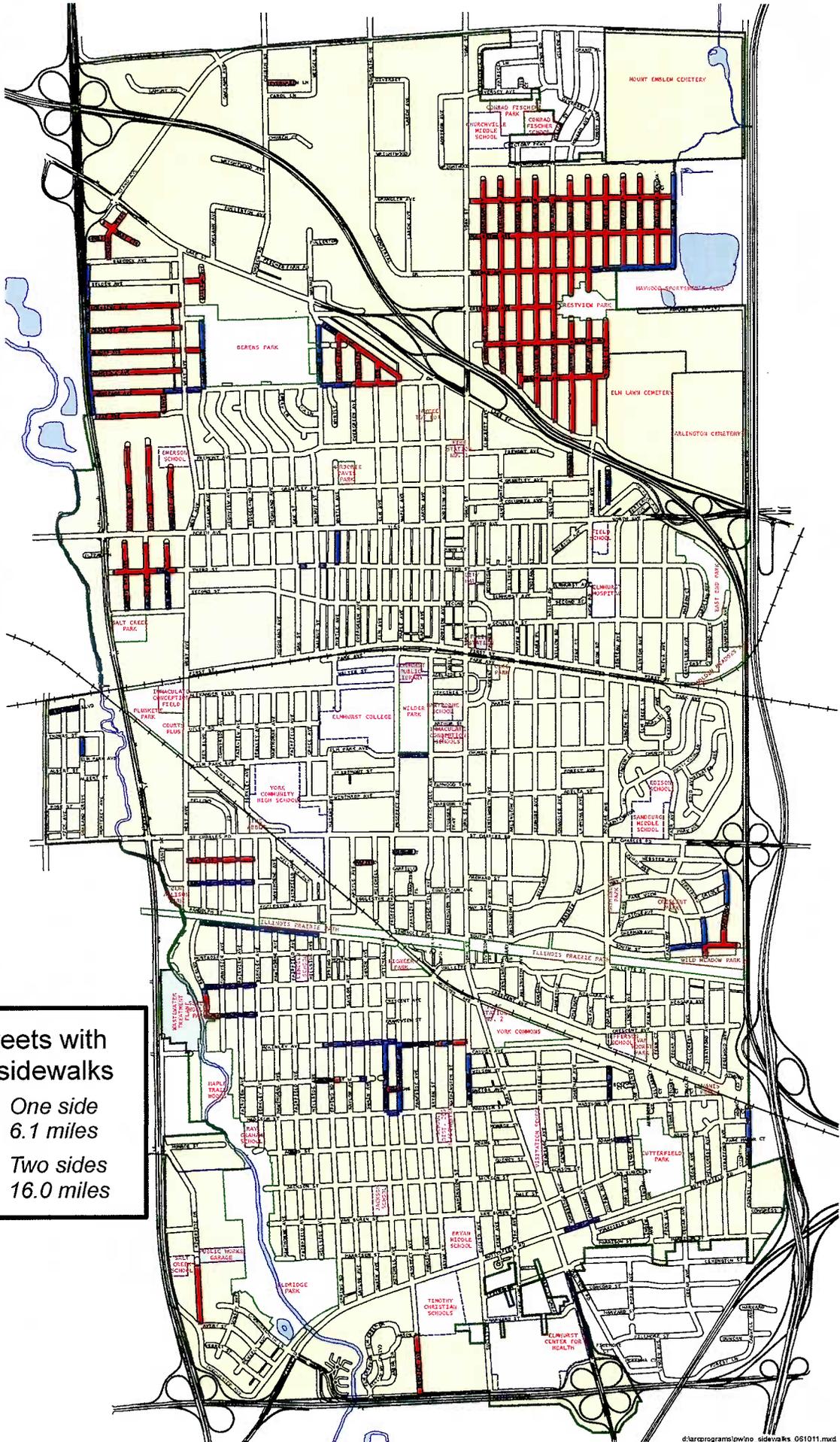
Bob Dunn, Vice Chairman

Chris Healy

Diane Gutenkauf

Streets with no sidewalks

- One side
6.1 miles
- Two sides
16.0 miles



NEW PUBLIC SIDEWALK PROJECTS (2004 TO PRESENT)

	Resident Petition			Based on Minority Plan					2nd City Survey					Result with Majority Plan		
	# of Signatures	# of Properties	% Signed in Support	Votes For	% of Respondents For	Votes Against	% of Respondents Against	No Response	% No Response	Votes For	% of Respondents For	Votes Against	% of Respondents Against		No Response	% No Response
2004	Gladys															
	Garden to West Both Sides	30	55	15	27.3%	29	52.7%	11	20.0%							Closed after Petition
2005	Emroy															
	Gladys to Crestview Both Sides	10	12	4	33.3%	5	41.7%	3	25.0%	2	16.7%	7	58.3%	3	25.0%	Closed after Survey 100.0%
	Howard															
	Lake to Armitage East Side	15	20	9	45.0%	6	30.0%	5	25.0%	8	40.0%	9	45.0%	3	15.0%	Closed after Survey 100.0%
	Comstock															
	Garden to West Both Sides	32	56	16	28.6%	23	41.1%	17	30.4%							Closed after Petition
2006	Crockett															
	Garden to West Both Sides	34	58	17	29.3%	24	41.4%	17	29.3%							Closed after Petition
	Babcock															
	Garden to West Both Sides	32	60	38		15	25.0%	7	11.7%							Constructed
2007	Dorchester															
	Riverside to Butterfield North Side	15	17	9		4	23.5%	4	23.5%							Constructed
2008	Belden															
	Garden to West Both Sides	34	60	21	35.0%	8	13.3%	31	51.7%							Closed after Survey, need 9 more signatures on Survey
2009	Willow															
	Gladys to Crestview West Side	5	10	50.0%	5	50.0%	2	20.0%	3	30.0%						Closed after Petition, need 1 more signature on both
	Gladys															
	Garden to West North Side	18	30		15	50.0%	13	43.3%	2	6.7%						Closed after Survey, need 1 more signature on Survey
	Howard															
	Lake to Armitage East Side	11	20													Closed after Petition
	Comstock															
	Garden to West North Side	15	27													Closed after Petition
	Crockett															
	Garden to West South Side	16	31													Closed after Petition