



REVISED *
11/02/2012

**AGENDA
REGULAR MEETING
MONDAY, NOVEMBER 5, 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. Call to Order / Pledge of Allegiance/ Roll Call**
 - 2. Swearing-In of Police Chief Michael Ruth**
 - 3. Receipt of Written Communications and Petitions from the Public**
 - 4. Public Forum**
 - 5. Announcements**
 - 6. Consent Agenda**
 - a. Minutes of the Regular Meeting Held on Monday, October 15, 2012 (City Clerk Spencer): Approve as published
 - b. Minutes of the Executive Session Held on Monday, October 15, 2012 (City Clerk Spencer): Receive and place on file
 - c. Accounts Payable – October 31, 2012, Total \$1,828,338.31
 - d. North York Plan – Aldermen Polomsky & Leader (City Manager Grabowski): Refer to the Development, Planning & Zoning Committee
 - e. Liquor License Change – Tannins (City Manager Grabowski): Refer to the Public Affairs & Safety Committee
 - f. Liquor License Request WYR Restaurants, LLC (City Manager Grabowski): Refer to the Public Affairs & Safety Committee
 - g. Report – Addison Street Parking Deck Bids – Electrical Utility Relocation (PW&B) (see item 9c.)
 - h. Report – Mobile Food Units Ordinance Revision (PA&S)
 - i. Report – Paperless Agenda System (F,CA&AS)
 - j. O-61-2012 – An Ordinance Authorizing the Sale By Auction of Personal Property Owned By the City of Elmhurst
 - k. O-62-2012 – An Ordinance Authorizing the Disposal of Property Owned By the City of Elmhurst
 - l. O-63-2012 – An Ordinance Approving and Authorizing the Execution of an Amendment to the Engineering Services Agreement By and Between RJN Group, Inc. and the City of Elmhurst for the Saylor and Jackson Force Main Replacement
 - m. ZO-09-2012 – An Ordinance Granting a Variation From the Front Yard Setback Requirements at the Property Commonly Known as 459 North Addison Avenue, Elmhurst, Illinois (PIN 03-35-406-005) (Vigilante)
 - n. R-65-2012 – A Resolution Approving and Authorizing the Execution of the Non-Exclusive License Agreement By and Between the Elmhurst Park District and the City of Elmhurst, DuPage and Cook Counties, Illinois
 - o. R-67-2012 – A Resolution to Approve and Authorize the Execution of a Second Amended Modification Agreement By and Between the Bensenville Fire Protection District #1 and the City of Elmhurst
 - p. R-68-2012 – A Resolution to Approve and Authorize the Execution of the 2013 Employee Dental Insurance Benefit Agreement By and Between Blue Cross Blue Shield and the City of Elmhurst

- q. R-69-2012 – A Resolution to Approve and Authorize the Execution of Memorandum of Understanding By and Between the Federal Bureau of Investigation and the City of Elmhurst

7. Committee Reports

- a. Report – Vehicle Sticker Review (F,CA&AS)
- b. Report – Resolution Regarding Estimated Property Taxes to Be Levied for the 2012 Tax Year (F,CA&AS)

8. Reports and Recommendations of Appointed and Elected Officials

- a. Updates (Mayor DiCianni)

9. Resolutions

- a. R-64-2012 – A Resolution Determining the Estimated Property Taxes to Be Levied By the City of Elmhurst for the 2012 Tax Year
- b. R-66-2012 – A Resolution Authorizing the Execution of a Contract Between the City of Elmhurst, Illinois, and ARCO/Murray National Construction Company, Inc. for Preliminary Due Diligence, Investigations and Site Design for the Addison Street Parking Deck Site, 135-149 Addison Street, Elmhurst, Illinois
- c. R-70-2012 – A Resolution Authorizing the Issuance of a Notice of Award for the Proposed Addison Street Parking Deck Utility Relocation Project at 135-149 Addison for the City of Elmhurst, Illinois (see item 6h.)

10. Other Business

11. Adjournment

- * *Revision includes the removal of the following from the Consent Agenda: Appointment to the Zoning and Planning Commission – O'Brien (Mayor DiCianni)***

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- Individuals must exit the Council Chambers when using Electronic Communication Devices to send or receive audio or text messages.
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**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF THE ELMHURST, ILLINOIS
HELD ON MONDAY, OCTOBER 15, 2012
209 NORTH YORK STREET
ELMHURST, ILLINOIS**

<u>SUBJECT</u>	<u>PAGE</u>
Executive Session 7:00 p.m. – Pending/Threatened Litigation -----	1
Call to Order /Pledge of Allegiance/Roll Call -----	1
Recognitions	
Eagle Scouts Garrett Stevenson, John Arcaro, Connor O’Ryan and Ben Greenberg -----	1
2012 Mayor for the Day Contest Winner Sheila Evans and Runner-Up Robert Pitek -----	1
Mothers Against Drunk Driving Hero Award – Officer Matthew McCollum-----	2
Receipt of Written Communications and Petitions from the Public -----	2
Public Forum-----	2
Announcements-----	2
Consent Agenda	
Minutes of the Regular Meeting Held on Monday, October 1, 2012 -----	3
Minutes of the Executive Session Held on Monday, October 1, 2012 -----	3
Accounts Payable – October 15, 2012, Total \$2,225,367.70-----	3
Appointment to the Zoning and Planning Commission – O’Brien -----	4
Reappointment to the Zoning and Planning Commission – Mushow-----	4
Appointment to the Zoning and Planning Commission – Villegas -----	4
Reappointment to Elmhurst Heritage Foundation – Franson Pruter-----	4
Bid Results, Dodge Grand Caravans-----	5
Bid Results, Vertical Wheelchair Platform Lift-----	5
Review of the Terms of Service for Advisory Board & Commission Appointments – Alderman Polomsky-----	5
Vacation of Right-of-Way -----	6
Review of Mobile Food Units-----	6
Report – Non-Exclusive License Agreement With the Elmhurst Park District – Placement of a Sign in the R.O.W. at 375 W. First Street -----	6
Report – Southwest Elmhurst Wet Weather Control Facility Design -----	7
Report – Bensenville Fire Protection District #1 – Modification Agreement-----	8
Report – 2013 Employee Dental Insurance Benefit Renewal-----	9
Report – Real Estate Consultant Services -----	10
Report – Consultant Agreement for Administrative Services-----	11
Report – Case Number 12 ZBA-03 /Vigilante Variation – 459 N. Addison Avenue-----	12
O-60-2012 – An Ordinance Authorizing the Purchase of Two Replacement Vehicles for the City of Elmhurst Public Works Department and Authorizing the Disposal of Two 2000 Ford F150 Pickup Trucks -----	12
MCO-23-2012 – An Ordinance Amending Section 36.11, Entitled “Limitation on Number of Licenses,” of Chapter 36, Entitled “Liquor,” of the Municipal Code of Ordinances of the City of Elmhurst, Illinois (Kitchen Eatery)-----	12
MCO-24-2012 – An Ordinance Amending Section 1.08, Entitled “Fiscal and Municipal Year,” of Chapter 1, Entitled “General Provisions,” of the Municipal Code of the City of Elmhurst, DuPage and Cook Counties, Illinois -----	13
R-61-2012 – A Resolution Approving a Release and Settlement Agreement Between Laura Heraty and the City of Elmhurst -----	13
R-62-2012 – A Resolution Authorizing the Issuance of a Notice of Award for the 2012-2014 Sewer Cleaning and Televising Project, Project #12-12 -----	13
R-63-2012 – A Resolution Authorizing the Issuance of a Notice of Award for the 2012 Sanitary Sewer CIPP Lining Project, Project #12-15 -----	13
Reports and Recommendations of Appointed and Elected Officials	
Updates -----	15
2012 Citizen Survey Results -----	15
Other Business-----	15
Adjournment-----	16

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF ELMHURST, ILLINOIS
HELD ON MONDAY, OCTOBER 15, 2012
209 NORTH YORK STREET
ELMHURST, ILLINOIS**

EXECUTIVE SESSION 7:00 P.M. – PENDING/THREATENED LITIGATION

1. Executive session was called to order at 7:02 p.m. by Mayor DiCianni for the purpose of discussing Pending/Threatened Litigation.

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

Absent: None

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

Alderman Gutenkauf moved to convene into executive session for the purpose of discussing Pending/Threatened Litigation. Alderman Polomsky seconded.

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

Nays: None

14 ayes, 0 nays, 0 absent
Motion duly carried

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

CALL TO ORDER/ PLEDGE OF ALLEGIANCE/ROLL CALL

Attendance: 32

2. The Regular Meeting of the Elmhurst City Council was called to order by Mayor DiCianni at 7:41 p.m.

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

Absent: None

Also in Attendance: City Treasurer Dyer, City Attorney Storino, City Manager Grabowski, Assistant City Manager Kopp, Director of Finance & Administration Gaston, Fire Chief Bacidore, Interim Police Chief Panico, Deputy Police Chief Kveton

RECOGNITIONS

3. a. EAGLE SCOUTS GARRETT STEVENSON, JOHN ARCARO, CONNOR O'RYAN AND BEN GREENBERG

Mayor DiCianni congratulated Garret Stevenson, John Arcaro, Connor O'Ryan, and Ben Greenberg for achieving Eagle status. He stated the City is proud of their accomplishments and honors.

b. 2012 MAYOR FOR THE DAY CONTEST WINNER SHEILA EVANS AND RUNNER-UP ROBERT PITEK

Mayor DiCianni invited Marilyn Connolly to come to the podium to give a brief history of the Mayor for the Day program. Ms. Connolly recognized the sponsors for this year's contest: Congressman Peter Roskam, Elmhurst College (\$1,000 scholarship to winner, \$500 scholarship to runner-up), Pete Crueger and Dee Longfellow of the Elmhurst Independent, Trisha Hall of McDonalds (donates a breakfast for winner and 25 friends), and Dawn Daves of the Elmhurst YMCA (Winner receives 1-year membership).

FBI Agent and Elmhurst resident Mr. Mike Kasonovich presented runner-up Robert Pitek his \$500

Elmhurst College scholarship and an official Chicago FBI hat and S.W.A.T. tee-shirt.

Mayor DiCianni invited Sheila Evans, this year's contest winner, to join him at the podium to receive her award.

Sheila Evans, a freshman at York High School this fall, is the daughter of Gene and Jane Evans. He presented her with her \$1,000 scholarship to Elmhurst College.

c. MOTHERS AGAINST DRUNK DRIVING HERO AWARD – OFFICER MATTHEW MCCOLLUM

Officer Matthew McCollum joined Sergeant Gandy at the podium to receive the Mothers Against Drunk Driving (MADD) Hero Award. Officer McCollum made 73 DUI arrests. He is also a Police Academy Instructor wherein he trains in the administration of DUI field sobriety testing.

Mayor DiCianni and the City Council expressed their pride and offered their congratulations to Officer McCollum.

RECEIPT OF WRITTEN COMMUNICATIONS AND PETITIONS FROM THE PUBLIC

4. None.

PUBLIC FORUM

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

Spoke of the marketing piece presented to the Council and mentioned the closed session meetings that an Alderman did not attend.

Tamara Brenner
133 N. Caroline Ave.
Elmhurst, IL 60126

Spoke regarding three issues: 1) Appointments on the consent agenda and a referral regarding appointments, 2) Contract renewals on the consent agenda and 3) Early Voting starts October 22, 2012, she encouraged people to vote no for the County referendum and vote yes for the City referendum.

Kathleen Sullivan
133 Pine St.
Elmhurst, IL 60126

Spoke regarding item **7n. Report – Southwest Elmhurst Wet Weather Control Facility Design** on tonight's consent agenda, asking the Council to approve the report.

ANNOUNCEMENTS

6. Alderman Polomsky announced two local programs addressing the needy students at our schools. They are the United Community Concerns Association and the Walk-In Ministry. She announced the UCCA's next fundraising event is the Jaycee's Pancake Breakfast which will be held on Saturday, October 20, 2012 from 7:00 a.m. – 11:00 a.m. at the Elmhurst Restaurant on Lake Street. For more information visit www.ucca-elmhurst.org and www.elmhurstwalkinministry.org.

Alderman Kennedy stated he wanted to mention item **7n. Report – Southwest Elmhurst Wet Weather Control Facility Design** on the Consent Agenda, to cover a no cost change order.

Alderman Bram, point of order, this discussion should take place under the Consent Agenda item.

Alderman Kennedy continued reviewing item **7n. Report – Southwest Elmhurst Wet Weather Control Facility Design**.

Alderman Gutenkauf, point of order, stated Alderman Kennedy is arguing the point. She stated discussing the report is not following the procedures that are in Chapter 2 of the Municipal Code.

Alderman Hipskind announced Electric Recycling will take place at Elmhurst College on Saturday, October 20, 2012 in the parking lot at the corner of Park and Myrtle between the hours of 9:00 a.m. – 12:00 p.m.

City Clerk Spencer announced Early Voting will be available in the Council Chambers of City Hall October 22nd thru November 2nd Monday thru Friday between the hours of 9:00 a.m. to 4:30 p.m. She further announced Trick-or-Treating in Elmhurst takes place on Halloween, October 31st between the hours of 3:30 p.m. – 7:30 p.m.

Alderman Healy announced Access Sports will host a fundraiser on Friday, November 2, 2012 between 5:00p.m.-8:00p.m. at the Knights of Columbus Hall. Tickets are available at the door, \$10 adults and \$4 children.

Alderman Healy announced the former TCBY location will be a one story dentist office. He stated this is a privately funded transaction and the building should add value to the community.

Alderman Pezza announced the 2nd Annual Holiday Market will be held at the Wilder Mansion from 4:00p.m.-9:00p.m. on Friday, November 9, 2012 and from 11:00a.m.-5:00p.m. on Saturday, November 10, 2012. For more information call (630)712-6541.

City Clerk Spencer reminded appointed and elected officials that they have until December 31, 2012 to complete their Open Meetings Act online training course and turn in their certificate of completion to the Clerk's Office.

Alderman Gutenkauf announced Food for Life benefitting the United Community Concerns will be held on Friday, November 2, 2012, 100% of the proceeds will be donated to the UCCA. Food drop-off for their holiday food collection begins November 1, 2012 at Community Bank of Elmhurst, Courts Plus, Elmhurst Public Library, Elmhurst YMCA, Suburban Bank & Trust, and the UPS Store at York and Butterfield.

Alderman Mulliner reminded everyone that there are two (2) referendum questions on the November 6th ballot; one (1) from the County and one (1) from the City regarding dual offices.

Alderman York announced the District 205 Foundation Halloween Masquerade will be held on Saturday, October 20, 2012 at River Forest Country Club. Information is available on their website.

City Manager Grabowski announced free leaf pick-up will be on the regular garbage days the last week of October with pick-ups October 31st, November 1st, & November 2nd and again the last week of November with pick-ups November 28th, 29th & 30th.

CONSENT AGENDA

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

- a. MINUTES OF THE REGULAR MEETING HELD ON MONDAY, OCTOBER 1, 2012 (City Clerk Spencer):
Approve as published
- b. MINUTES OF THE EXECUTIVE SESSION HELD ON MONDAY, OCTOBER 1, 2012 (City Clerk Spencer):
Receive and place on file
- c. ACCOUNTS PAYABLE – OCTOBER 15, 2012, TOTAL \$2,225,367.70

- d. APPOINTMENT TO THE ZONING AND PLANNING COMMISSION – O'BRIEN (Mayor DiCianni): Concur with the Mayor's recommendation

September 26, 2012

To: Members of the City Council

Re: Appointment to the Zoning and Planning Commission – Dean O'Brien

With your advice and consent I will appoint Mr. Dean O'Brien to the Zoning and Planning Commission replacing Mr. Alan J. Brinkmeier. Mr. O'Brien's resume is attached for your consideration and his term will expire on February 20, 2016.

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

- e. REAPPOINTMENT TO THE ZONING AND PLANNING COMMISSION – MUSHOW (Mayor DiCianni): Concur with the Mayor's recommendation

September 26, 2012

To: Members of the City Council

Re: Reappointment to the Zoning and Planning Commission – Frank Mushow

With your advice and consent I will reappoint Mr. Frank Mushow to the Zoning and Planning Commission. Mr. Mushow's term will expire on February 20, 2017.

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

- f. APPOINTMENT TO THE ZONING AND PLANNING COMMISSION – VILLEGAS (Mayor DiCianni): Concur with the Mayor's recommendation

October 1, 2012

To: Members of the City Council

Re: Appointment to the Zoning and Planning Commission – Angela Villegas

With your advice and consent I will appoint Ms. Angela Villegas to the Zoning and Planning Commission replacing Mr. Paul DeWitt. Ms. Villegas's resume is attached for your consideration and her term will expire on February 20, 2017.

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

- g. REAPPOINTMENT TO ELMHURST HERITAGE FOUNDATION – FRANSON PRUTER (Mayor DiCianni): Concur with the Mayor's recommendation

September 27, 2012

To: Members of the City Council

Re: Reappointment to Elmhurst Heritage Foundation – Margaret Franson Pruter

With the advice and consent of the Elmhurst City Council I will reappoint Margaret Franson Pruter to the Elmhurst Heritage Foundation for a term to expire in October 2015.

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

- h. BID RESULTS, DODGE GRAND CARAVANS (City Clerk Spencer): Refer to the Public Works & Buildings Committee

October 3, 2012

TO: Mayor DiCianni and Members of the City Council
RE: Bid Results, Dodge Grand Caravans

In response to an invitation to bid for Two (2) Current Model Year or 2013 Dodge Grand Caravans, the City of Elmhurst advertised in the Elmhurst Independent on Thursday, September 13, 2012. Bids were received from one contractor. The bid package was complete.

Bids were opened at 10:00 a.m. on Tuesday, October 1, 2012 by the City Clerk. The following is a summary of the bid received:

Contractor	Total Bid Amount	
	E-18 Replacement	E-21 Replacement
Larry Roesch Chrysler Jeep Dodge Elmhurst, IL	\$ 18,478.00	\$ 18,278.00

Respectfully submitted,
/s/ Patty Spencer
City Clerk

- i. BID RESULTS, VERTICAL WHEELCHAIR PLATFORM LIFT (City Clerk Spencer): Refer to the Public Works & Buildings Committee

October 3, 2012

TO: Mayor DiCianni and Members of the City Council
RE: Bid Results, Vertical Wheelchair Platform Lift

In response to an invitation to bid for replacement of the Vertical Wheelchair Platform Lift at the Elmhurst Historical Museum, the City of Elmhurst advertised in the Elmhurst Independent on Thursday, September 13, 2012. Bids were received from four contractors. The bid packages were complete.

Bids were opened at 10:00 a.m. on Tuesday, October 1, 2012 by the City Clerk. The following is a summary of the bid received:

Contractor	Bid Amount	
	Item #1	Item#2
Home Mobility Solutions Downers Grove, IL	\$ 19,498.00	n/a
Extended Home Living Services, Inc. Arlington Heights, IL	\$ 24,381.50	n/a
DME Access, LLC Montgomery, IL	\$ 22,300.00	\$85.00/hr
Garaventa USA Inc. Antioch, IL	\$ 19,565.00	\$155.00/hr

Respectfully submitted,
/s/ Patty Spencer
City Clerk

- j. REVIEW OF THE TERMS OF SERVICE FOR ADVISORY BOARD & COMMISSION APPOINTMENTS – ALDERMAN POLOMSKY (City Manager Grabowski): Refer to the Finance, Council Affairs & Administrative Services Committee

October 2, 2012

To: Mayor DiCianni and Members of the City Council
Re: Review of the Terms of Service for Advisory Board & Commission Appointments – Alderman Polomsky

It is respectfully requested that the attached request from Alderman Polomsky regarding review of the terms of service for advisory board and commission appointments be referred to the Finance, Council Affairs & Administrative Services Committee for review and recommendation back to the City Council.

Respectfully submitted,
/s/ James A. Grabowski
City Manager

- k. VACATION OF RIGHT-OF-WAY (City Manager Grabowski): Refer to the Public Works & Buildings Committee

October 10, 2012

To: Mayor DiCianni and Members of the City Council
Re: Vacation of Right-of-Way

It is respectfully requested that the attached request from Superior Air-Ground Ambulance Service Inc. and John Sakash Company for the vacation of a right-of-way on Walnut Street north of Fullerton Avenue, be referred to the Public Works & Buildings Committee for review and recommendation back to the City Council.

Respectfully submitted,
/s/ James A. Grabowski
City Manager

- l. REVIEW OF MOBILE FOOD UNITS (Assistant City Manager Kopp): Refer to the Public Affairs & Safety Committee

October 11, 2012

To: Mayor DiCianni and Members of the City Council
Re: Review of Mobile Food Units

It is respectfully requested that the attached request regarding the review of Elmhurst Municipal Code Chapter 31.135 – Mobile Food Units be referred to the Public Affairs & Safety Committee for review and recommendation back to the City Council.

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

- m. REPORT – NON-EXCLUSIVE LICENSE AGREEMENT WITH THE ELMHURST PARK DISTRICT – PLACEMENT OF A SIGN IN THE R.O.W. AT 375 W. FIRST STREET The following report of the Public Works & Buildings Committee was presented for passage:

October 9, 2012

TO: Mayor DiCianni and Members of the City Council
RE: Non-Exclusive License Agreement with the Elmhurst Park District – Placement of a Sign in the R.O.W. at 375 W. First Street

The Public Works and Buildings Committee met on Tuesday, October 9, 2012 to discuss a request from the Elmhurst Park District to enter into a Non-Exclusive License Agreement (attached) to allow the Park District to place a permanent sign in the right-of-way at 375 W. First Street.

The Elmhurst Park District recently purchased a building at 375 W. First Street to house their administrative offices. Currently there is no sign to direct residents to the new Park District facility. The purpose of the sign to be placed in the right-of-way will be to aid City residents in finding the

facility. The location and size of the proposed sign will not create any sight distance concerns at the intersection. The sign will not conflict with any public utilities or right-of-way functions.

This site is located in the O1 Transitional Office District which allows signs up to 5' above grade, and no larger than 12 square feet. This sign is 6 square feet in area and less than 5' above grade. Therefore, the proposed Park District Administration Office sign complies with all zoning requirements.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the Non-Exclusive License Agreement with the Elmhurst Park District for the placement of a sign in the right-of-way at 375 W. First Street be approved and that the City Attorney be authorized to prepare the necessary documents and that the appropriate City officials be authorized to sign the agreement.

Respectfully submitted,
Public Works and Building Committee
/s/ Jim Kennedy
Chairman
/s/ Bob Dunn
Vice-Chairman
/s/ Chris Healy
/s/ Diane Gutenkauf

- n. REPORT – SOUTHWEST ELMHURST WET WEATHER CONTROL FACILITY DESIGN The following report of the Public Works & Buildings Committee was presented for passage:

October 9, 2012

TO: Mayor DiCianni and Members of the City Council
RE: Southwest Elmhurst Wet Weather Control Facility Design

The Public Works and Buildings Committee met on Tuesday, October 9, 2012 to review a modification to the existing contract with RJN Group for the Saylor Avenue Force Main Replacement Project.

In December of 2011, RJN Group presented its summary of findings and recommendations for proposed improvements to the Elmhurst Sanitary Sewer System. Included within that report was a project which provided additional conveyance and storage of sanitary flow out of Southwest Elmhurst to a detention facility located at the Elmhurst Wastewater Treatment Plant. That project is the Southwest Elmhurst Wet Weather Control Facility Design Project.

Prior to that, the City Council approved a contract with RJN Group to design a replacement force main for the existing force main on Saylor Avenue. That existing force main has been in place for over 50 years and was receiving numerous main breaks each year and was due for replacement. That replacement had been in the Capital Expenditure Budget for the prior four years.

During the course of the design of the replacement force main and the completion of the Summary of Findings of RJN Group Study, it became apparent that there was an overlap in the projects. City Staff and RJN Group decided to halt progress on the design of the Saylor Force Main Replacement Project until the Southwest Elmhurst Wet Weather Control Facility Project was evaluated for possible implementation.

The proposed modification to the Saylor Avenue Sanitary Force Main Design Contract is to take the scope of work and modify it so that it allows for preliminary design of the Southwest Elmhurst Wet Weather Control Facility. The design work that has been done so far in the Saylor Avenue Force Main Repair Project will be utilized during the detailed design of the Southwest Elmhurst Wet Weather Control Facility. The benefits to the community of the Southwest Wet Weather Control Facility are numerous. Below is a list of the major benefits:

1. Over 2,300 homes in Southwest Elmhurst will benefit in reduction of sanitary sewer backups.

2. Provides the major components for protection from sanitary sewer overflows and basement backups in Southwest Elmhurst for a 25-Year Storm when coupled with public and private sector rehabilitation to reduce infiltration/inflow.
3. The areas that will benefit from the project represented approximately 70% of all citywide reported sanitary sewer basement backups during the July 2010 storm event.
4. Project will be constructed using directional drilling versus disruptive open trench excavation – wherever possible (other than West Jackson Street Sewer).

The construction of the Southwest Elmhurst Wet Weather Control Facility will have a huge positive impact on the protection of the homes in Southwest Elmhurst from sanitary back up. However, in order to implement this in the most timely fashion, it is necessary to begin preliminary design as soon as possible. This preliminary design will allow the routing and other design elements to be identified for the eventual detailed design. By starting this work now, it is hoped that the Southwest Elmhurst Wet Weather Control Facility could actually be in place providing protection as early as spring/summer of 2014. If the work is delayed at all this winter, it will preclude any preliminary design work from going forward and ultimately that preliminary design work will have to be done in spring of 2013, which could result in the delay of the project not coming online until 2015.

Attached is a letter from the RJN Group which includes the scope of work, proposed fee for services, critical schedule, and a control facility map.

Monies for preliminary design engineering, permitting and construction bidding/supervision have been provided in the FY 2011/2012 Budget in the amount of \$120,000 in account number 510-6056-502-80-13 for the Saylor Avenue project.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the proposal from RJN Group to provide professional services to complete the Southwest Elmhurst Wet Weather Control Facility preliminary design and provide bidding/construction supervision be accepted.

Respectfully submitted,
Public Works and Building Committee
/s/ Jim Kennedy
Chairman
/s/ Bob Dunn
Vice-Chairman
/s/ Chris Healy
/s/ Diane Gutenkauf

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

October 10, 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 October 10, 2012, to review the request by the Bensenville Fire Protection District #1 to extend the Modification Agreement between the City of Elmhurst and Bensenville Fire Protection District #1. The Modification Agreement extension will allow the City of Elmhurst to continue to provide fire protection and ambulance services under the terms and conditions of the Agreement until either October 31, 2013 or the effective date of a Successor Agreement.

During the period for which the Agreement shall be extended, the City shall continue to provide fire protection and ambulance services for Bensenville Fire Prevention District #1 for the territory located south of Grand Avenue.

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 execution of this Modification Agreement until either October 31, 2013 or the effective date of a Successor Agreement.

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

- p. REPORT – 2013 EMPLOYEE DENTAL INSURANCE BENEFIT RENEWAL The following report of the Finance, Council Affairs & Administrative Services Committee was presented for passage:

October 11, 2012

To: Mayor DiCianni and Members of the City Council
Re: 2013 Employee Dental Insurance Benefit Renewal

The Finance, Council Affairs and Administrative Services Committee met on October 10, 2012, to review the 2013 employee dental insurance benefit renewal.

Since 1999, MetLife Dental has provided fully insured dental insurance benefits to the City of Elmhurst employees. The program is a two-tiered dental plan. The High Plan offers employees a higher-level benefit and higher premium contributions; the Low Plan provides a reduced level of benefit and lower contribution rates. Both plans offer 100% coverage for preventative dental work. Per the collective bargaining agreement, effective May 1, 2008, the Public Works union employees began using the dental insurance offered by the International Union of Operating Engineers, Local 150.

As the City Council will recall, the Council approved changing to a self-funded dental benefit program for the 2013 plan year. The self-insured model uses a third party administrator for claims processing administrative services only. Actual claims costs are paid by the City. Following Council approval, the Insurance Committee sought self-insured administrative services only quotes from Delta Dental, Blue Cross Blue Shield, and the current carrier MetLife.

The current 2012 MetLife fully insured dental premium rate is \$196,891 per year. The 2013 annual renewal premium from MetLife Dental is the same as the 2012 rate with a zero increase; however, MetLife does not offer a self-insured dental plan. Blue Cross Blue Shield and Delta Dental provided quotes for a self-insured dental plan with an administrative services only arrangement. After review of the plans, staff recommends BCBS based on the closest matching plan design and coordination of benefits with the health insurance. BCBS also has 100% geographic provider availability. The Blue Cross Blue Shield administrative services fee is \$5.20 per employee per month for a total of \$13,915 for the 2013 plan year, based on current enrollment of 223 employees. Based on the City's past dental claims history, and eliminating the insurance

company's profit by changing to the self-insured model, staff projects savings of up to \$26,000 for the 2013 benefit plan year. After review of the proposals, staff recommends changing from the MetLife fully insured dental plan to the Blue Cross Blue Shield self-insured dental plan for the 2013 benefit plan year. The Finance Committee concurs with staff recommendation.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council accept the proposal from Blue Cross Blue Shield for administrative services fee of \$5.20 per employee per month to administer the self-insured dental care program for the 2013 plan year, January 1, 2013 through December 31, 2013.

Respectfully submitted,
Finance, Council Affairs and
Administrative Services Committee

/s/ Stephen Hipskind

Chairman

/s/ Kevin York

Vice-Chairman

/s/ Mark Mulliner

/s/ Scott Levin

- q. REPORT – REAL ESTATE CONSULTANT SERVICES The following report of the Finance, Council Affairs & Administrative Services Committee was presented for passage:

October 11, 2012

To: Mayor DiCianni and Members of the City Council
Re: Real Estate Consultant Services

The Finance, Council Affairs and Administrative Services Committee meet October 10, 2012, to review real estate consultant services provided by Van Slyke Enterprises, Inc.

As the City Council is aware, the City of Elmhurst has utilized the real estate consultant services of Mr. Charles R. Van Slyke, Jr., president of Van Slyke Enterprises, Inc., since February 1988. Mr. Van Slyke has consulted with the City Manager and City Council concerning matters relating to City property records, tax exempt status, matters relating to economic development and redevelopment of the City of Elmhurst, including but not limited to, real estate development and redevelopment and negotiations of leases, easements and the purchase and sale of property and all related matters on a project by project basis as directed. Mr. Van Slyke brings unique technical expertise relative to commercial real estate management, and efficiency and effectiveness in dealing with DuPage County relative to Elmhurst and County real estate issues. Mr. Van Slyke's extensive real estate experience has been utilized to assist with projects in the Mayor/Manager's office and in the Community Development Department.

The consultant agreement between Mr. Van Slyke and the City of Elmhurst has expired, and staff recommends entering into a new agreement with Van Slyke Enterprises, Inc. The Finance Committee reviewed the real estate consultant's responsibilities, and the number of hours worked in the recent past (849 in FY 2010, 908 in FY 2011 and 800 in FY 2012). The FY 2013 budget includes 900 hours, and 352 hours (39%) have been charged through the first five months. The 352 hours year-to-date have been used as follows: 44% or 155 hours for community property planning, 41% or 143 hours for the three existing TIF districts and 15% or 54 hours for the proposed TIF districts. It was the consensus of the Finance Committee that a consultant for real estate services provided the City with flexibility to use the services as needed, and that Mr. Van Slyke was well-qualified to provide that service. The Finance Committee also agreed on a cap of 900 hours annually (a decrease of 140 hours compared to the prior contract cap), a contract term of three years, and an hourly rate of \$100 for the duration of the contract, which is the same rate as in the prior three year contract. After review and discussion, the Finance Committee concurred with staff recommendation to enter into a new agreement with Van Slyke Enterprises, Inc.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council direct the City Attorney to prepare a consultant agreement with Van Slyke Enterprises, Inc., for real estate consultant services as described above.

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

- r. REPORT – CONSULTANT AGREEMENT FOR ADMINISTRATIVE SERVICES The following report of the Finance, Council Affairs & Administrative Services Committee was presented for passage:

October 11, 2012

To: Mayor DiCianni and Members of the City Council
Re: Consultant Agreement for Administrative Services

The Finance, Council Affairs and Administrative Services Committee met October 10, 2012, to review consultant services provided by Ken Bartels Consulting for certain administrative services.

As the City Council is aware, the City of Elmhurst has utilized the consultant services of Ken Bartels Consulting since September 2009. Specific areas of responsibility for consulting services are enhanced communication to the community, fundraising for the Elmhurst Historical Museum and economic development. Mr. Bartels has assisted the Elmhurst Historical Museum and the Elmhurst Heritage Foundation with developing a multi-faceted approach to fundraising, has created and co-hosts the “Elmhurst NOW” cable television program, and serves as liaison to the Elmhurst Economic Development Commission.

The consultant agreement between Mr. Bartels and the City of Elmhurst has expired, and staff recommends entering into a new agreement with Mr. Bartels. The Finance Committee reviewed the consultant responsibilities, and the number of hours worked in the recent past (297 hours in FY 2010, 495 hours in FY 2011 and 503 hours in 2012). The FY 2013 budget includes 550 hours, and 195 hours have been charged through the first five months. The 195 hours year-to-date have been used as follows: 35% or 68 hours for Elmhurst Historical Museum/Elmhurst Heritage Foundation assistance, 8% or 16 hours for communications assistance, and 57% or 111 hours for economic development. Staff recommends a contract term of three years, a cap of 500 hours annually (a decrease of 50 hours compared to budget and a decrease of 345 hours compared to the prior contract cap), and an hourly rate of \$90 for the duration of the contract, which is the same rate as in the prior three year contract. After review and discussion, the Finance Committee concurred with staff recommendation to enter into a new agreement with Ken Bartels Consulting.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council direct the City Attorney to prepare a consultant agreement with Ken Bartels Consulting for administrative services as described above.

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

- s. REPORT – CASE NUMBER 12 ZBA-03 /VIGILANTE VARIATION – 459 N. ADDISON AVENUE The following report of the Development, Planning & Zoning Committee was presented for passage:

October 10, 2012

TO: Mayor DiCianni and Members of City Council

RE: Case Number 12 ZBA-03 /Vigilante Variation – 459 N. Addison Avenue

Request for front yard setback variation for the purpose of constructing an unenclosed front porch, pursuant to Section 7.4-5 of the Elmhurst Zoning Ordinance, on property commonly known as 459 N. Addison Avenue (PIN 03-35-406-005), said property being wholly located within the R2 Single Family Residence district.

The Development, Planning and Zoning Committee met on October 9, 2012 to review the Zoning & Planning Commission report dated September 26, 2012 recommending approval of the subject request. The Committee also reviewed the Application and additional exhibits submitted by the applicant at the public hearing, and the transcripts of the public hearing. The Committee noted that the application materials contained 26 signed petitions from neighbors in support of the requested variation.

This application is a request for a front yard setback variation to allow the construction of an unenclosed front porch. The current house has steep steps, which are not to code, that present a safety issue when ingressing/egressing the house. The proposed front porch will provide a safe, protected entrance to the house which cannot be accomplished without either moving the house back or requesting a variation. The requested variation will provide for reasonable use and enjoyment of the property and will not alter the character of the neighborhood which has varying front setbacks.

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

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

Respectfully submitted,
Development, Planning and Zoning
Committee

/us/ Steven Morley

Chairman

/s/ Dannee Polomsky

Vice-Chairman

/s/ Norman Leader

- t. O-60-2012 – AN ORDINANCE AUTHORIZING THE PURCHASE OF TWO REPLACEMENT VEHICLES FOR THE CITY OF ELMHURST PUBLIC WORKS DEPARTMENT AND AUTHORIZING THE DISPOSAL OF TWO 2000 FORD F150 PICKUP TRUCKS

Ordinance O-60-2012 was presented for passage.

- u. MCO-23-2012 – AN ORDINANCE AMENDING SECTION 36.11, ENTITLED "LIMITATION ON NUMBER OF LICENSES," OF CHAPTER 36, ENTITLED "LIQUOR," OF THE MUNICIPAL CODE OF ORDINANCES OF THE CITY OF ELMHURST, ILLINOIS (KITCHEN EATERY)

Ordinance MCO-23-2012 was presented for passage.

- v. MCO-24-2012 – AN ORDINANCE AMENDING SECTION 1.08, ENTITLED “FISCAL AND MUNICIPAL YEAR,” OF CHAPTER 1, ENTITLED “GENERAL PROVISIONS,” OF THE MUNICIPAL CODE OF THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS

Ordinance MCO-24-2012 was presented for passage.

- w. R-61-2012 – A RESOLUTION APPROVING A RELEASE AND SETTLEMENT AGREEMENT BETWEEN LAURA HERATY AND THE CITY OF ELMHURST

Resolution R-61-2012 was presented for passage.

- x. R-62-2012 – A RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD FOR THE 2012-2014 SEWER CLEANING AND TELEVISIONING PROJECT, PROJECT #12-12

Resolution R-62-2012 was presented for passage.

- y. R-63-2012 – A RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD FOR THE 2012 SANITARY SEWER CIPP LINING PROJECT, PROJECT #12-15

Resolution R-60-2012 was presented for passage.

Mayor DiCianni stated he is eliminating item **7d. Appointment to the Zoning and Planning Commission – O’Brien** from the Consent Agenda tonight.

Alderman Mulliner pulled items **7e. Reappointment to the Zoning and Planning Commission – Mushow**, **7f. Appointment to the Zoning and Planning Commission – Villegas** and **7g. Reappointment to Elmhurst Heritage Foundation – Franson Pruter** from the Consent Agenda. Alderman Bram pulled item **7n. Report – Southwest Elmhurst Wet Weather Control Facility Design** from the Consent Agenda. Alderman Wagner pulled item **7o. Report – Bensenville Fire Protection District #1 – Modification Agreement** from the Consent Agenda. Alderman Hipskind, Chairman of the Finance, Council Affairs & Administrative Services Committee, pulled items **7q. Report – Real Estate Consultant Services** and **7r. Report – Consultant Agreement for Administrative Services** from the Consent Agenda to return them to Committee.

Alderman Morley moved to approve the contents of the Consent Agenda less items **7d. Appointment to the Zoning and Planning Commission – O’Brien**, **7e. Reappointment to the Zoning and Planning Commission – Mushow**, **7f. Appointment to the Zoning and Planning Commission – Villegas**, **7g. Reappointment to Elmhurst Heritage Foundation – Franson Pruter**, **7n. Report – Southwest Elmhurst Wet Weather Control Facility Design**, **7o. Report – Bensenville Fire Protection District #1 – Modification Agreement**, **7q. Report – Real Estate Consultant Services** and **7r. Report – Consultant Agreement for Administrative Services**. Alderman York seconded. Roll call vote:

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

Nays: None

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

Alderman Levin moved to open discussion on item **7e. Reappointment to the Zoning and Planning Commission – Mushow**. Alderman Morley seconded.

Alderman Mulliner stated he pulled item **7e. Reappointment to the Zoning and Planning Commission – Mushow** to postpone action on the appointment at this time.

Alderman Mulliner moved to postpone the appointment until May 20, 2013. Alderman Gutenkauf seconded.

Discussion ensued regarding the logic behind postponing this appointment.

Roll call vote to postpone the appointment until May 20, 2013:

Ayes: Mulliner, Gutenkauf, Bram, Pezza

Nays: Leader, Dunn, Polomsky, York, Hipskind, Healy, Levin, Kennedy, Morley, Wagner

Results: 4 ayes, 10 nays, 0 absent
Motion failed

Roll call vote to approve item **7e. Reappointment to the Zoning and Planning Commission – Mushow:**

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

Nays: Mulliner, Pezza, Gutenkauf

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

Alderman Levin moved to open for discussion item **7f. Appointment to the Zoning and Planning Commission – Villegas.** Alderman York seconded.

Alderman Mulliner moved to table the motion. Alderman Gutenkauf seconded.

Discussion ensued regarding the appointment.

Alderman Mulliner, point of order, stated the Mayor is debating the issue.

Roll call vote to table item **7f. Appointment to the Zoning and Planning Commission – Villegas:**

Ayes: Mulliner, Gutenkauf, Polomsky

Nays: Pezza, Leader, Dunn, Bram, York, Hipskind, Healy, Levin, Kennedy, Morley, Wagner

Results: 4 ayes, 10 nays, 0 absent
Motion failed

Discussion ensued.

Alderman Gutenkauf, point of order, moved to postpone item **7f. Appointment to the Zoning and Planning Commission – Villegas** until May 20, 2013. Alderman Mulliner seconded.

Alderman Wagner, point of order, asked why keep the position vacant.

Alderman Morley, point of order, stated to postpone to a date certain is out of order because it is longer than three (3) months.

Alderman Gutenkauf asked to hear from the City Attorney.

City Attorney Storino stated Council should follow *Robert's Rules of Order*.

Alderman Mulliner, point of order, stated Chapter 2 of the Municipal Code covers postponement to a date certain.

The City Attorney stated he needs more time to look into the item further.

Alderman Healy moved to call the question.

Alderman Pezza asked when was the expiration date.

Mayor DiCianni replied approximately sixty (60) days ago.

Alderman Mulliner declined to challenge the Chair.

Alderman Gutenkauf's motion was canceled.

Roll call vote to approve item **7f. Appointment to the Zoning and Planning Commission – Villegas:**

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

Nays: Mulliner, Gutenkauf

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

Alderman Levin moved to approve item **7g. Reappointment to Elmhurst Heritage Foundation – Franson Pruter**. Alderman Morley seconded. Roll call vote:

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

Nays: Mulliner

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

Alderman Kennedy moved to approve item **7n. Report – Southwest Elmhurst Wet Weather Control Facility Design**. Alderman Dunn seconded.

Alderman Bram stated he pulled item **7n. Report – Southwest Elmhurst Wet Weather Control Facility Design** because of timing.

Discussion ensued regarding the project addressing sanitary issues in southwest Elmhurst.

Voice vote on item **7n. Report – Southwest Elmhurst Wet Weather Control Facility Design**, not unanimous, motion carried.

Alderman Wagner moved to approve item **7o. Report – Bensenville Fire Protection District #1 – Modification Agreement**. Alderman Pezza seconded.

Alderman Wagner stated he pulled item **7o. Report – Bensenville Fire Protection District #1 – Modification Agreement** to make sure the Council understands the servicing area. He stated this is the best situation for now. He asked for support from the Council.

Discussion ensued.

Voice vote on item **7o. Report – Bensenville Fire Protection District #1 – Modification Agreement**, not unanimous, motion carried.

REPORTS AND RECOMENDATIONS OF APPOINTED AND ELECTED OFFICIALS

8. a. UPDATES (Mayor DiCianni)

Mayor DiCianni stated the ground breaking for Mariano's was held on Friday, October 12, 2012. He stated it was well attended by the City Council, Elmhurst Park District, and Economic Development representatives. Mayor DiCianni announced the store should be open by May 2013.

Mayor DiCianni stated the City's economic development plan is working. He stated it has taken a couple of years to develop and it's proving to be successful.

b. 2012 CITIZEN SURVEY RESULTS (City Manager Grabowski)

City Manager Grabowski thanked the Finance Department and Assistant Director of Finance & Administration Trosien for their work on the 2012 Citizen Survey. City Manager Grabowski presented a PowerPoint focusing on the following results: Survey Response Rates, Overall Quality of Your Neighborhood, Overall City of Elmhurst operations, Street Maintenance, Commuter Parking, Where Residents Shop, Level of Service, Too Much, Not Enough, and General Comments.

OTHER BUSINESS

9. Alderman York stated the Bike Plan second and final public workshop by the Planning and Zoning Commission will be held in Council Chambers on Thursday, October 25, 2012 at 7:30 p.m.

Alderman Bram requested the Finance, Council Affairs & Administrative Services Committee define what is "Other Business" and determine when it should be used at Council meetings.

Alderman Dunn stated the City staff has reopened the process for consideration of new sidewalks on Howard Street. An Open House will be held on Tuesday, October 23, 2012 between the hours of 3:00p.m.-6:00p.m.

ADJOURNMENT

10. Alderman Morley moved to adjourn the meeting. Alderman Hipkind seconded. Voice vote. Motion carried. Meeting adjourned 9:26 p.m.

Peter P. DiCianni III, Mayor

Patty Spencer, City Clerk

CITY OF ELMHURST
 ACCOUNTS PAYABLE SUMMARY SHEET
 OCTOBER 31, 2012

	<u>REGULAR</u>	<u>INTERIM</u>	<u>TOTAL</u>
<u>CHECKS</u>			
GENERAL FUND	\$1,314,926.93	154,211.47	\$1,469,138.40
LIBRARY FUND	26,826.80	-	26,826.80
STORMWATER	732.00	-	732.00
REDEVELOPMENT	3,791.25	-	3,791.25
RT 83 COMMERCIAL DEVELOPMENT	105.00	-	105.00
NORTH YORK REDEVELOPMENT	2,683.35	-	2,683.35
MUNICIPAL UTILITY FUND	306,663.70	4,869.79	311,533.49
PARKING REVENUE SYSTEM FUND	10,647.25	1,052.78	11,700.03
POLICE PENSION FUND	1,009.33	818.66	1,827.99
	<u>1,667,385.61</u>	<u>160,952.70</u>	<u>1,828,338.31</u>

FINANCE REVIEW

Marilyn Gaston

[Signature]

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 NOVEMBER 5, 2012 AND YOU ARE HEREBY
 AUTHORIZED TO PAY THEM FROM THE APPROPRIATE BUDGET ACCOUNT.

 MAYOR

 CITY CLERK

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.

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
0018234 18032	00 000233	A MOON JUMP FOR U		01 10/31/2012	110-4020-422.60-25	POPCORN MACHINE RENTAL	186.00	
VENDOR TOTAL *							186.00	
0000001 8163A 8163A 8163A 8163A 8163A 8163A	00 009879 009880 009881 009883 009882 009884	A-1 SANITARY RAG CO		01 10/31/2012 01 10/31/2012 01 10/31/2012 01 10/31/2012 01 10/31/2012 01 10/31/2012	110-6041-432.40-98 110-6043-434.40-98 110-6044-435.40-98 110-6047-512.40-24 510-6052-501.40-98 510-6057-502.40-24	RAGS RAGS RAGS RAGS RAGS RAGS	39.78 39.78 39.78 119.34 39.78 119.34	
VENDOR TOTAL *							397.80	
0000009 285232 285568 285666 285636 285357 285498 285645 285597 285349 285231 285122 285380 285451 285464 285492 285515 285743 285712 285700	00 000234 000044 000371 000547 009844 000539 000540 000541 000542 000543 000544 000545 000546 009903 000265 000266 000825 000826 000827	ACE HARDWARE		01 10/31/2012 01 10/31/2012	110-4020-422.50-01 110-5030-421.40-98 110-5030-421.40-98 110-5030-421.50-01 110-6044-435.40-98 110-6046-418.50-01 110-6046-418.50-01 110-6046-418.50-01 110-6046-418.50-01 110-6046-418.50-01 110-6046-418.50-01 110-6046-418.40-98 110-6046-418.50-01 110-6046-418.50-01 110-7060-451.40-98 110-7060-451.40-98 110-7060-451.40-98 110-7060-451.40-98 110-7060-451.40-98 110-7060-451.40-98 110-7060-451.40-98 110-7060-451.60-44	HOSE COUPLING/NOZZLE KEY/SUPPLIES KEYS PUTTY KNIFE REDUCER WASHERS HEATER FAN ANT TRAPS CAULK CAULK ICE MACHINE REPAIR STAPLES ANT TRAPS BATTERY TAPE SUPPLIES SUPPLIES MISC SUPPLIES PICTURE HANGER/TAPPER BIT HOOKS/PICTURE HANGERS	12.13 50.06 27.00 8.44 2.65 39.99 7.64 17.96 13.47 6.73 4.04 3.86 6.74 8.08 68.85 3.58 17.85 16.59 38.82	
VENDOR TOTAL *							354.48	
0010266 1222770107	00 000222	ACME TRUCK BRAKE & SUPPLY		01 10/31/2012	110-6047-512.50-16	TRK/PARTS PW32	110.86	
VENDOR TOTAL *							110.86	
0002416 10636	00 000124	ADDISON AUTO INTERIORS		01 10/31/2012	110-6047-512.50-02	SEAT CUSHION REPLACE	325.00	
VENDOR TOTAL *							325.00	
0007385 NMVL2301	00 009747	ADI		01 10/31/2012	110-2008-413.40-31	KEYFOBS	400.00	
VENDOR TOTAL *							400.00	
0000803 83145	00 000230	AIR ONE EQUIP, INC		01 10/31/2012	110-4020-422.40-62	HELMET SHIELD	42.00	

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0000803	00	AIR ONE EQUIP, INC						
83482	000714		01	10/31/2012	110-4020-422.30-98	METER CALIBRATION	210.00	
83483	000715		01	10/31/2012	110-4020-422.30-98	AIR QUALITY TEST	135.00	
VENDOR TOTAL *							387.00	
0007472	00	AIRGAS USA, LLC						
9904662777	000145		01	10/31/2012	110-6047-512.40-98	OTHER SUPPLIES	252.61	
VENDOR TOTAL *							252.61	
0019010	00	AL PIEMONTE FORD SALES, INC						
542946	000130		01	10/31/2012	110-6047-512.50-16	AUTO/PARTS E-9	78.89	
541855	000217		01	10/31/2012	110-6047-512.50-16	AUTO/PARTS E-21	560.71	
542707	000218		01	10/31/2012	110-6047-512.50-16	CORE CREDIT	100.00-	
543432	000505		01	10/31/2012	110-6047-512.50-16	AUTO/PARTS E-8/STOCK	84.88	
543211	000506		01	10/31/2012	110-6047-512.50-16	STOCK	67.77	
VENDOR TOTAL *							692.25	
0019211	00	ALANIZ LANDSCAPE GRP						
4572	009808		01	10/31/2012	110-6043-434.30-34	LAWN MAINT	4,905.87	
VENDOR TOTAL *							4,905.87	
0000016	00	ALEXANDER EQPT CO INC						
88447	000393		01	10/31/2012	110-6043-434.50-08	BLADE/SAW HEAD/PRUNER HAN	339.45	
88448	000394		01	10/31/2012	110-6043-434.50-08	PRUNER REPAIRED	306.35	
88268	000507		01	10/31/2012	110-6047-512.50-16	TRK/PARTS PW82	1,423.00	
VENDOR TOTAL *							2,068.80	
0001424	00	ALLIED ELECTRONICS, INC						
9000961125	000131		01	10/31/2012	110-5030-421.40-98	TRK/PARTS PD-33,PD-3,PD-5	28.05	
VENDOR TOTAL *							28.05	
0000078	00	ALLIED WASTE/REPUBLIC #551						
0551-009721249	009831		01	10/31/2012	110-6045-441.30-65	WASTE DISPOSAL	1,195.92	
551-009711950	000734		01	10/31/2012	110-6045-441.30-65	REFUSE COLLECTION	218,038.53	
551-009711950	000735		01	10/31/2012	110-6045-441.30-83	REFUSE COLLECTION	22,990.00	
0551-009721014	009893		01	10/31/2012	510-6056-502.30-81	WASTE DISPOSAL	1,436.00	
0551-009581364	000512		01	10/31/2012	510-6056-502.30-81	WASTE DISPOSAL	776.00	
VENDOR TOTAL *							244,436.45	
0013773	00	ALMAGUER, VICTOR						
09/19/2012	009783		01	10/31/2012	110-5030-421.60-05	EXPENSE REIMBURSEMENT	16.43	
09/19/2012	009784		01	10/31/2012	110-5030-421.60-11	EXPENSE REIMBURSEMENT	16.24	
09/27/2012	009940		01	10/31/2012	110-5030-421.60-05	EXPENSE REIMBURSEMENT	34.13	
10/16/2012	000373		01	10/31/2012	110-5030-421.60-05	EXPENSE REIMBURSEMENT	35.08	
10/16/2012	000374		01	10/31/2012	110-5030-421.60-11	EXPENSE REIMBURSEMENT	5.93	
10/10/2012	000375		01	10/31/2012	110-5030-421.60-05	EXPENSE REIMBURSEMENT	16.95	
VENDOR TOTAL *							124.76	
0006621	00	ALTEC INDUSTRIES, INC						

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
0006621 9978444	00	ALTEC INDUSTRIES, INC 000504	01 10/31/2012	110-6047-512.50-16	TRK/PARTS PW7	55.03	
VENDOR TOTAL *						55.03	
0005297 10/09/2012 10/09/2012	00	AMERICAN CHARGE SERVICE 009926 009927	01 10/31/2012 01 10/31/2012	110-0083-443.60-49 110-0083-443.60-19	SENIOR CITIZEN TAXI SVC DISABLED CITIZEN TAXI SVC	414.80 5.60	
VENDOR TOTAL *						420.40	
0020240 01944469	00	AMERICAN WELDING & GAS INC 000129	01 10/31/2012	110-6047-512.40-74	GAS RENTAL	69.52	
VENDOR TOTAL *						69.52	
0000030 30059593	00	AMERON POLE PRODUCTS DIV 000819	01 10/31/2012	110-6044-435.40-55	STREETLIGHT POLES	18,575.00	
VENDOR TOTAL *						18,575.00	
0006708 04199937 04199598 04198775	00	AMLINGS FLOWERLAND 009805 009806 009807	01 10/31/2012 01 10/31/2012 01 10/31/2012	110-2007-413.60-23 110-2007-413.60-23 110-2007-413.60-23	FLOWER ARRANGEMENTS FLOWER ARRANGEMENTS FLOWER ARRANGEMENTS	60.99 85.94 60.94	
VENDOR TOTAL *						207.87	
00013255 126753 126753 126753 126753	00	ANDERSON ELEVATOR CO 000460 000458 000459 000461	01 10/31/2012 01 10/31/2012 01 10/31/2012 01 10/31/2012	110-5030-421.30-25 110-6046-418.30-25 110-7060-451.50-01 530-0088-503.30-25	MONTHLY MAINT FEE MONTHLY MAINT FEE MONTHLY MAINT FEE MONTHLY MAINT FEE	121.00 121.00 176.00 484.00	
VENDOR TOTAL *						902.00	
0000035 0691287 0693123	00	ANDERSON LOCK 009841 000688	01 10/31/2012 01 10/31/2012	110-4020-422.50-01 510-6057-502.50-01	GARAGE DOOR TRANSMITTER KEYLESS LOCKS	449.44 83.68	
VENDOR TOTAL *						533.12	
0000730 804178	00	ANI SAFETY INC 009814	01 10/31/2012	110-5030-421.40-98	SUPPLIES	264.00	
VENDOR TOTAL *						264.00	
0020804 10405	00	APOLLO TECHNOLOGIES, INC 000238	01 10/31/2012	510-6056-502.80-13	FORCE MAIN PIPE INSTALL	80,012.99	
VENDOR TOTAL *						80,012.99	
0004935 701-7822965 701-7822966 701-7831218 701-7831219 701-7822965	00	ARAMARK UNIFORM SVCS 009967 009969 000523 000525 009968	01 10/31/2012 01 10/31/2012 01 10/31/2012 01 10/31/2012 01 10/31/2012	110-6041-432.40-62 110-6041-432.40-62 110-6041-432.40-62 110-6041-432.40-62 510-6052-501.40-62	UNIFORM SUPPLIES UNIFORM SUPPLIES UNIFORM SUPPLIES UNIFORM SUPPLIES UNIFORM SUPPLIES	19.99 98.04 19.99 100.40 19.99	

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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						
0004935	00	ARAMARK UNIFORM SVCS						
701-7822966	009970		01	10/31/2012	510-6052-501.40-62	UNIFORM SUPPLIES	98.05	
701-7831218	000524		01	10/31/2012	510-6052-501.40-62	UNIFORM SUPPLIES	19.99	
701-7831219	000526		01	10/31/2012	510-6052-501.40-62	UNIFORM SUPPLIES	100.41	
VENDOR TOTAL *							476.86	
0012228	00	ARCO MECHANICAL EQPT SALES						
12712	000224		01	10/31/2012	110-4020-422.30-98	ANNUAL GAS DETECTION CALI	420.00	
VENDOR TOTAL *							420.00	
0007267	00	ASSOCIATED TECHNICAL SERVICES, LTD						
22819	009895		01	10/31/2012	510-6050-501.30-26	LEAK DETECTION SURVEY	9,504.90	
22892	000796		01	10/31/2012	510-6050-501.30-26	LEAK LOCATION SVCS	3,168.00	
VENDOR TOTAL *							12,672.90	
0020274	00	ASSURANCE AGENCY, LTD						
112336	000872		01	10/31/2012	110-1001-411.20-05	DENTAL INS	34.49	
112336	000886		01	10/31/2012	110-1001-411.20-04	HEALTH INS	27.19	
112336	000873		01	10/31/2012	110-2006-413.20-05	DENTAL INS	79.14	
112336	000887		01	10/31/2012	110-2006-413.20-04	HEALTH INS	70.03	
112336	000874		01	10/31/2012	110-2007-413.20-05	DENTAL INS	18.64	
112336	000888		01	10/31/2012	110-2007-413.20-04	HEALTH INS	21.82	
112336	000875		01	10/31/2012	110-2008-413.20-05	DENTAL INS	47.37	
112336	000889		01	10/31/2012	110-2008-413.20-04	HEALTH INS	24.74	
112336	000876		01	10/31/2012	110-3015-414.20-05	DENTAL INS	18.47	
112336	000890		01	10/31/2012	110-3015-414.20-04	HEALTH INS	8.19	
112336	000877		01	10/31/2012	110-4020-422.20-05	DENTAL INS	345.79	
112336	000891		01	10/31/2012	110-4020-422.20-04	HEALTH INS	343.25	
112336	000878		01	10/31/2012	110-4025-424.20-05	DENTAL INS	80.33	
112336	000892		01	10/31/2012	110-4025-424.20-04	HEALTH INS	64.65	
112336	000879		01	10/31/2012	110-5030-421.20-05	DENTAL INS	635.33	
112336	000893		01	10/31/2012	110-5030-421.20-04	HEALTH INS	559.54	
112336	000880		01	10/31/2012	110-6040-431.20-05	DENTAL INS	169.38	
112336	000894		01	10/31/2012	110-6040-431.20-04	HEALTH INS	359.14	
112336	000881		01	10/31/2012	110-7060-451.20-05	DENTAL INS	21.69	
112336	000895		01	10/31/2012	110-7060-451.20-04	HEALTH INS	10.88	
112336	000882		01	10/31/2012	210-8070-452.20-05	DENTAL INS	128.29	
112336	000899		01	10/31/2012	210-8070-452.20-04	HEALTH INS	110.30	
112336	000883		01	10/31/2012	510-6050-501.20-05	DENTAL INS	34.06	
112336	000896		01	10/31/2012	510-6050-501.20-04	HEALTH INS	129.99	
112336	000884		01	10/31/2012	510-6055-502.20-05	DENTAL INS	17.12	
112336	000897		01	10/31/2012	510-6055-502.20-04	HEALTH INS	113.36	
112336	000885		01	10/31/2012	530-0088-503.20-05	DENTAL INS	14.90	
112336	000898		01	10/31/2012	530-0088-503.20-04	HEALTH INS	11.92	
VENDOR TOTAL *							3,500.00	
0012277	00	AT&T						
63053030075410	009997		01	10/31/2012	110-0086-453.30-75	MONTHLY PHONE	65.49	
63053030075410	009998		01	10/31/2012	110-0094-454.30-75	MONTHLY PHONE	24.55	

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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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0012277	00	AT&T						
63053030075410	009984		01	10/31/2012	110-1001-411.30-75	MONTHLY PHONE	1,146.08	
63078266949097	000175		01	10/31/2012	110-1001-411.30-75	MONTHLY PHONE	42.53	
63053030075410	009985		01	10/31/2012	110-2006-413.30-75	MONTHLY PHONE	376.57	
63053030075410	009986		01	10/31/2012	110-2007-413.30-75	MONTHLY PHONE	180.10	
63053030075410	009987		01	10/31/2012	110-2008-413.30-75	MONTHLY PHONE	1,080.59	
63053030075410	009988		01	10/31/2012	110-3015-414.30-75	MONTHLY PHONE	253.78	
63053030075410	009989		01	10/31/2012	110-4020-422.30-75	MONTHLY PHONE	360.20	
63083200803668	000246		01	10/31/2012	110-4020-422.30-75	MONTHLY PHONE	136.53	
70822603773592	000416		01	10/31/2012	110-4020-422.30-75	MONTHLY PHONE	188.08	
63022613552388	000722		01	10/31/2012	110-4020-422.30-75	MONTHLY PHONE	366.58	
63040705638276	000174		01	10/31/2012	110-4021-425.50-98	MONTHLY PHONE	46.53	
63083200045401	000245		01	10/31/2012	110-4021-425.30-75	MONTHLY PHONE	66.41	
84727365350170	000419		01	10/31/2012	110-4021-425.30-75	MONTHLY PHONE	288.18	
63053030075410	009996		01	10/31/2012	110-4022-423.30-75	MONTHLY PHONE	212.84	
63053030075410	009990		01	10/31/2012	110-4025-424.30-75	MONTHLY PHONE	163.73	
63053050866185	009983		01	10/31/2012	110-5030-421.30-75	MONTHLY PHONE	43.90	
63053030075410	009991		01	10/31/2012	110-5030-421.30-75	MONTHLY PHONE	2,537.75	
63053033512328	000136		01	10/31/2012	110-5030-421.30-75	MONTHLY SERVICE	177.18	
70822603942320	000414		01	10/31/2012	110-5030-421.30-75	MONTHLY PHONE	188.08	
63022603952325	000417		01	10/31/2012	110-5030-421.30-75	MONTHLY PHONE	35.96	
63022655290673	000464		01	10/31/2012	110-5030-421.30-27	MONTHLY PHONE	255.65	
63053030075410	009992		01	10/31/2012	110-6040-431.30-75	MONTHLY PHONE	1,088.78	
70822613280851	000413		01	10/31/2012	110-6040-431.30-75	MONTHLY PHONE	152.48	
63029979019998	000420		01	10/31/2012	110-6040-431.30-75	MONTHLY PHONE	247.46	
70822611450803	000423		01	10/31/2012	110-6040-431.30-75	MONTHLY PHONE	176.46	
63029950643667	000424		01	10/31/2012	110-6040-431.30-75	MONTHLY PHONE	183.29	
63029950633668	000425		01	10/31/2012	110-6040-431.30-75	MONTHLY PHONE	158.18	
630R0605979200	000426		01	10/31/2012	110-6046-418.50-01	MONTHLY PHONE	152.48	
63053030075410	009995		01	10/31/2012	110-7060-451.30-75	MONTHLY PHONE	245.59	
63083313263643	000828		01	10/31/2012	110-7060-451.30-75	MONTHLY PHONE	53.53	
70822611762223	000829		01	10/31/2012	110-7060-451.30-98	MONTHLY PHONE	152.48	
63053030075410	009993		01	10/31/2012	510-6050-501.30-75	MONTHLY PHONE	155.54	
70822611739932	000418		01	10/31/2012	510-6052-501.30-75	MONTHLY PHONE	194.02	
70822611450803	000422		01	10/31/2012	510-6052-501.30-75	MONTHLY PHONE	88.24	
63053030075410	009994		01	10/31/2012	510-6055-502.30-75	MONTHLY PHONE	294.71	
70822603793590	000415		01	10/31/2012	510-6055-502.30-75	MONTHLY PHONE	188.08	
70822611450803	000421		01	10/31/2012	510-6055-502.30-75	MONTHLY PHONE	88.24	
63027936943334	009750		01	10/31/2012	530-0088-503.30-75	MONTHLY PHONE	43.30	
63027939823392	009751		01	10/31/2012	530-0088-503.30-75	MONTHLY PHONE	43.43	
VENDOR TOTAL *							11,943.58	
0020794	00	ATLANTIC TACTICAL						
SI-80405682	000046		01	10/31/2012	110-5030-421.60-27	RIFLE	1,908.45	
VENDOR TOTAL *							1,908.45	
0012291	00	AUTO TECH CENTERS INC						
238893	000499		01	10/31/2012	110-6047-512.50-20	TIRES/PD-6	480.44	
238894	000500		01	10/31/2012	110-6047-512.50-20	TIRES/PD-15/STOCK	480.44	

PREPARED 10/29/2012, 11:23:17
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 10/31/2012 CHECK DATE: 11/08/2012

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0012291	00	AUTO TECH CENTERS INC						
238895		000501	01	10/31/2012	110-6047-512.50-20	TIRES/PD-19/STOCK	480.44	
238896		000502	01	10/31/2012	110-6047-512.50-20	TIRES/PD-3/STOCK	556.48	
238897		000503	01	10/31/2012	110-6047-512.50-20	TIRES/PD-5/STOCK	556.48	
VENDOR TOTAL *							2,554.28	
0009618	00	AVAYA, INC						
2213566305		000264	01	10/31/2012	110-7060-451.30-98	ALARM MAINT FEE	149.07	
VENDOR TOTAL *							149.07	
0012081	00	BAXTER & WOODMAN						
0165322		000671	01	10/31/2012	510-6057-502.80-20	PROF ENG SVCS	24,712.26	
0165320		000672	01	10/31/2012	510-6057-502.80-20	SLUDGE STORAGE PAD	4,290.00	
0165321		000673	01	10/31/2012	510-6057-502.80-20	PROF ENG SVCS	1,276.25	
VENDOR TOTAL *							30,278.51	
0020805	00	BEARCAT LEASING CORPORATION						
29324,29323		000285	01	10/31/2012	110-0000-331.07-00	VEHICLE STICKERS REFUND	68.00	
VENDOR TOTAL *							68.00	
0007611	00	BENEFIEL, DAN J						
354824		MR	01	10/31/2012	110-0000-115.07-01	BENEFIEL, DAN J	25.00	
VENDOR TOTAL *							25.00	
0013718	00	BENES, JAMES J, & ASSOCS, INC						
1091 100		000008	01	10/31/2012	110-6040-431.30-26	PROF ENG SVCS	325.68	
1091 210		000010	01	10/31/2012	110-6040-431.30-26	PROF ENG SVCS	330.51	
1091 217		000011	01	10/31/2012	110-6040-431.30-26	PROF ENG SVCS	488.52	
1091 219		000012	01	10/31/2012	110-6040-431.30-26	PROF ENG SVCS	244.26	
VENDOR TOTAL *							1,388.97	
0013075	00	BERKELEY TRUCKING INC						
36242		009966	01	10/31/2012	110-6041-432.40-48	SCREENINGS	387.08	
36241		009894	01	10/31/2012	510-6052-501.30-81	HAULING SVCS	2,450.00	
36242		009965	01	10/31/2012	510-6052-501.40-57	STONE	1,651.28	
VENDOR TOTAL *							4,488.36	
0000061	00	BERKHEIMER CO INC, G W						
890564		000675	01	10/31/2012	110-6042-433.50-16	DRILL SCREW/FOIL TAPE	37.41	
890568		000676	01	10/31/2012	110-6042-433.50-16	COLLARS	8.34	
883973		000555	01	10/31/2012	110-6046-418.50-01	HEATER REPAIR	88.95	
882678		000556	01	10/31/2012	110-6046-418.50-01	AIR VENT REPAIR	144.17	
883953		000557	01	10/31/2012	110-7060-451.50-01	DUCT REPAIR	2.99	
VENDOR TOTAL *							281.86	
0000728	00	BERRY, SUZANNE						
10/02-10/03/12		009786	01	10/31/2012	110-5030-421.60-05	EXPENSE REIMBURSEMENT	59.94	
10/02-10/03/12		009787	01	10/31/2012	110-5030-421.60-11	EXPENSE REIMBURSEMENT	17.57	
VENDOR TOTAL *							77.51	
0010307	00	BEST QUALITY CLEANING INC						

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
0010307	00	BEST QUALITY CLEANING INC					
48641		000389	01 10/31/2012	110-6046-418.30-14	CLEANING SVCS	5,825.00	
48641		000390	01 10/31/2012	510-6057-502.30-14	CLEANING SVCS	320.00	
VENDOR TOTAL *						6,145.00	
0017544	00	BEST TECHNOLOGY SYSTEMS INC					
BTL-12008-1		009796	01 10/31/2012	110-5030-421.50-01	ANNUAL RANGE CLEANING	2,610.00	
BTL-12008-2		009797	01 10/31/2012	110-5030-421.50-01	HAZ MAT DISPOSAL	490.00	
BTL-12008-CO 1		009798	01 10/31/2012	110-5030-421.50-01	RUBBER BLOCKS DISPOSAL	610.00	
BTL-12008-CO 2		009799	01 10/31/2012	110-5030-421.50-01	HAZARDOUS WASTE DISPOSAL	145.00	
VENDOR TOTAL *						3,855.00	
0020821	00	BILL'S PAINTING CO					
10/24/2012		000788	01 10/31/2012	110-6044-435.30-30	STREETLIGHT POLE PAINTING	7,310.00	
VENDOR TOTAL *						7,310.00	
0007199	00	BRETT EQPT CORP					
216286		000498	01 10/31/2012	110-6047-512.50-16	TRK/PARTS TRK#2/STOCK	160.98	
VENDOR TOTAL *						160.98	
0001899	00	BRISTOL HOSE & FITTING MAIN WAREHSE					
00307175		000125	01 10/31/2012	110-6047-512.50-16	TRK/PARTS PW32	272.62	
00307317		000126	01 10/31/2012	110-6047-512.50-16	TRK/PARTS PW88	340.56	
00307781		000127	01 10/31/2012	110-6047-512.50-16	TRK/PARTS PW53	47.67	
00306982		000128	01 10/31/2012	110-6047-512.50-16	TRK/PARTS TRK#1	58.85	
VENDOR TOTAL *						719.70	
0007057	00	BROADCAST PRODUCTION SERVICES INC					
10/01-10/16/12		000240	01 10/31/2012	110-0086-453.30-52	CATV PROF SVCS	145.50	
VENDOR TOTAL *						145.50	
0020802	00	BUCKHORN PUMPS, INC					
11710		000080	01 10/31/2012	110-6047-512.50-02	PUMP REBUILD	6,227.66	
VENDOR TOTAL *						6,227.66	
0009305	00	BULLSEYE IMPRINTING & EMBROIDERY					
5481		000231	01 10/31/2012	110-4020-422.40-62	UNIFORM SUPPLIES	1,370.50	
VENDOR TOTAL *						1,370.50	
0020131	00	BUMPER TO BUMPER LEE AUTO					
492-78654		009837	01 10/31/2012	110-6047-512.50-16	PARTS/SUPPLIES	89.46	
492-78909		000114	01 10/31/2012	110-6047-512.50-16	TRK/PARTS PW54	158.99	
492-78567		000115	01 10/31/2012	110-6047-512.50-16	TRK/PARTS PD-27	22.58	
492-78816		000116	01 10/31/2012	110-6047-512.50-16	AUTO/PARTS E-20	36.99	
492-78788		000117	01 10/31/2012	110-6047-512.50-16	AUTO/PARTS E-20	433.96	
492-78806		000118	01 10/31/2012	110-6047-512.50-16	AUTO/PARTS E-20	255.07	
492-78991		000119	01 10/31/2012	110-6047-512.50-16	OIL SEAL	17.78	
492-78971		000120	01 10/31/2012	110-6047-512.50-16	HALOGEN HEADLAMP	45.88	
492-79010		000121	01 10/31/2012	110-6047-512.50-16	RETURNED MERCHANDISE	178.61	

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
0020131	00	BUMPER TO BUMPER LEE AUTO						
492-79033	000122		01	10/31/2012	110-6047-512.50-16	RETURNED MERCHANDISE	17.78-	
492-79069	000123		01	10/31/2012	110-6047-512.50-16	RETURNED MERCHANDISE	52.62-	
492-79407	000508		01	10/31/2012	110-6047-512.50-16	TRK/PARTS PW88	29.76	
492-78805	000509		01	10/31/2012	110-6047-512.50-16	TRK/PARTS PW84	12.03	
492-79130	000510		01	10/31/2012	110-6047-512.50-20	TIRE BATTERY	5.98	
VENDOR TOTAL *							859.47	
0000084	00	BURGIN, DENNIS						
09/16-09/30/12	009695		01	10/31/2012	110-0086-453.30-52	CATV PROF SVCS	781.00	
10/01-10/16/12	000243		01	10/31/2012	110-0086-453.30-52	CATV PROF SVCS	194.00	
10/12/2012	000244		01	10/31/2012	110-0086-453.30-52	PROFESSIONAL SVCS	321.00	
VENDOR TOTAL *							1,296.00	
0013662	00	BURRIS EQPT CO						
PS73400	009878		01	10/31/2012	110-6047-512.50-16	FILTERS	32.08	
PS73557	000694		01	10/31/2012	110-6047-512.50-16	PARTS/SUPPLIES	151.31	
VENDOR TOTAL *							183.39	
0009267	00	C J C AUTO PARTS & TIRES						
913782	000109		01	10/31/2012	110-6047-512.50-16	TRK/PARTS PW75	162.24	
913634	000110		01	10/31/2012	110-6047-512.50-16	AUTO/PARTS E-9	31.95	
911917	000111		01	10/31/2012	110-6047-512.50-16	AUTO/PARTS E-11	113.88	
911993	000112		01	10/31/2012	110-6047-512.50-16	CORE CREDIT	16.00-	
913788	000113		01	10/31/2012	110-6047-512.50-16	RETURNED MERCHANDISE	23.75-	
914646	000352		01	10/31/2012	110-6047-512.50-16	PARTS/SUPPLIES	258.48	
914172	000353		01	10/31/2012	110-6047-512.50-16	TRK/PARTS PD-6	33.89	
914664	000354		01	10/31/2012	110-6047-512.50-16	TRK/PARTS PD-15/STOCK	104.28	
914665	000355		01	10/31/2012	110-6047-512.50-16	TRK/PARTS PD-6,PD-15,PD-	33.89	
914596	000356		01	10/31/2012	110-6047-512.50-16	STOCK	46.07	
VENDOR TOTAL *							744.93	
0018709	00	CALDWELL, PAT - PETTY CASH						
10/04-10/24/12	000776		01	10/24/2012	110-1001-411.60-11	PETTY CASH REIMBURSEMENT	CHECK #: 159026	195.29
10/04-10/24/12	000777		01	10/24/2012	110-1001-411.60-98	PETTY CASH REIMBURSEMENT	CHECK #: 159026	106.45
10/04-10/24/12	000779		01	10/24/2012	110-3015-414.40-98	PETTY CASH REIMBURSEMENT	CHECK #: 159026	7.75
10/04-10/24/12	000778		01	10/24/2012	110-4020-422.60-11	PETTY CASH REIMBURSEMENT	CHECK #: 159026	54.28
VENDOR TOTAL *							.00	363.77
0001635	00	CAM, LLC						
12-03	000771		01	10/31/2012	110-6041-432.30-74	2012 RECLAMITE PROGRAM	59,155.78	
VENDOR TOTAL *							59,155.78	
0020786	00	CANTEEN REFRESHMENT SVCS						
052560099624	009823		01	10/31/2012	110-6046-418.40-98	VENDING MACHINE REFILL	54.91	
052560100884	000830		01	10/31/2012	110-6046-418.40-98	VENDING MACHINE REFILL	75.68	
VENDOR TOTAL *							130.59	
0020693	00	CARL WARREN & CO						

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
0020693 1419736	00	CARL WARREN & CO 009804	01 10/31/2012	110-0082-416.60-28	CLAIM FEES	300.00	
VENDOR TOTAL *						300.00	
0013334 10/01/2012 10/01/2012	00	CARROLL, LAWRENCE B 000287 000288	01 10/31/2012 01 10/31/2012	110-2007-413.30-52 110-4020-422.60-11	PROFESSIONAL SVCS PROFESSIONAL SVCS	300.00 450.00	
VENDOR TOTAL *						750.00	
0008716 043540 043540 043540 043646 043689 043540 043540 043540	00	CASE LOTS INC 009958 009959 009960 009964 000163 009962 009961 009963	01 10/31/2012 01 10/31/2012 01 10/31/2012 01 10/31/2012 01 10/31/2012 01 10/31/2012 01 10/31/2012 01 10/31/2012	110-6041-432.40-98 110-6043-434.40-98 110-6044-435.40-98 110-6046-418.40-24 110-6046-418.40-24 110-6047-512.40-24 510-6052-501.40-98 510-6057-502.40-24	SUPPLIES SUPPLIES SUPPLIES SUPPLIES JANITORIAL SUPPLIES SUPPLIES SUPPLIES SUPPLIES	34.35 34.35 34.35 349.00 273.25 103.05 34.35 103.05	
VENDOR TOTAL *						965.75	
0013254 IN00975393	00	CCP INDUSTRIES INC 009877	01 10/31/2012	110-5030-421.40-98	SUPPLIES	314.33	
VENDOR TOTAL *						314.33	
0012836 S14270 S14279 I11152	00	CERTIFIED FLEET SERVICES, INC 000107 000108 000497	01 10/31/2012 01 10/31/2012 01 10/31/2012	110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-02	TRK/PARTS TRK#2 TRK/PARTS TRK#2 ANNUAL AERIAL TEST/F-7	157.03 36.52 575.00	
VENDOR TOTAL *						768.55	
0020383 207949 207952 207948 207972 208657 207971 207970 207947 207951 202766 207953	00	CHEM-WISE PEST MGMT 000441 000443 000439 000442 000445 000446 000447 000448 000449 000450 000444	01 10/31/2012 01 10/31/2012	110-4020-422.50-01 110-5030-421.30-98 110-6046-418.50-01 110-6046-418.50-01 110-6046-418.50-01 110-6046-418.50-01 110-6046-418.50-01 110-6046-418.50-01 110-6046-418.50-01 110-6046-418.50-01 110-7060-451.50-01	PEST CONTROL PEST CONTROL	35.00 35.00 40.00 20.00 37.50 20.00 20.00 20.00 20.00 35.00 20.00 40.00	
VENDOR TOTAL *						322.50	
0020809 CFS001129	00	CHEVIN FLEET SOLUTIONS LLC 000785	01 10/31/2012	110-6047-512.80-21	SOFTWARE	2,597.84	
VENDOR TOTAL *						2,597.84	
0009098	00	CHICAGO MAGAZINE					

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
0009098 013014700021236000271	00	CHICAGO MAGAZINE		01 10/31/2012	110-7060-451.60-51	SUBSCRIPTION	16.95	
VENDOR TOTAL *							16.95	
0014402 479443 478243 480072 480583 480584 480500	00	CHICAGO PARTS & SOUND LLC		01 10/31/2012	110-6047-512.50-16	PARTS/SUPPLIES	53.34	
		009957		01 10/31/2012	110-6047-512.50-16	TRK/PARTS PD-6	355.20	
		000106		01 10/31/2012	110-6047-512.50-16	TRK/PARTS F-13	18.50	
		000493		01 10/31/2012	110-6047-512.50-16	TRK/PARTS PD-3,PD-5	220.30	
		000494		01 10/31/2012	110-6047-512.50-16	TRK/PARTS PD-6,PD-15,PD-	332.66	
		000495		01 10/31/2012	110-6047-512.50-16	FILTERS	121.90	
		000496		01 10/31/2012	110-6047-512.50-16			
VENDOR TOTAL *							1,101.90	
0005192 2906	00	COLLEGE OF DUPAGE - ACCTS REC		01 10/31/2012	110-5030-421.60-11	TRAINING CLASS	495.00	
		000795		01 10/31/2012	110-5030-421.60-11			
VENDOR TOTAL *							495.00	
0000114 6983225007 8409121006 6729081007 8327608004 0174056074 0477145001 0263168092 4163053034 8634040009 8256051035 8745266002 8577601004 8577587009 8661049027 3000022009 0114017015 6897727003 4248089012 1843000001 8075341005 0323144010 1459073058 6563742009 6563743015 6563744012 6563745019 8745412004 8745264008	00	COM ED		01 10/31/2012	110-4022-423.30-24	MONTHLY ELECTRIC	27.42	
		009716		01 10/31/2012	110-4022-423.30-24	MONTHLY ELECTRIC	30.63	
		009717		01 10/31/2012	110-4022-423.30-24	MONTHLY ELECTRIC	20.91	
		009730		01 10/31/2012	110-4022-423.30-24	MONTHLY ELECTRIC	29.29	
		009759		01 10/31/2012	110-4022-423.30-24	MONTHLY ELECTRIC	125.69	
		009713		01 10/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	101.09	
		009714		01 10/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	43.26	
		009715		01 10/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	122.37	
		009718		01 10/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	15.56	
		009719		01 10/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	21.37	
		009720		01 10/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	28.12	
		009721		01 10/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	15.56	
		009722		01 10/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	15.56	
		009723		01 10/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	23.73	
		009725		01 10/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	114.51	
		009726		01 10/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	358.70	
		009727		01 10/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	101.65	
		009728		01 10/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	88.67	
		009729		01 10/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	121.12	
		009731		01 10/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	23.73	
		009752		01 10/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	55.41	
		009753		01 10/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	81.75	
		009754		01 10/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	40.00	
		009755		01 10/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	34.52	
		009756		01 10/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	50.09	
		009757		01 10/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	22.14	
		009758		01 10/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	49.61	
		009724		01 10/31/2012	530-0088-503.30-24	MONTHLY ELECTRIC	14.93	
		009760		01 10/31/2012	530-0088-503.30-24	MONTHLY ELECTRIC		
VENDOR TOTAL *							1,777.39	
0014623	00	COMCAST CABLE						

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND- ISSUED AMOUNT
INVOICE NO	VOUCHER NO	P.O. NO						
0014623	00	COMCAST CABLE						
877120089001830000716			01	10/31/2012	110-2008-413.30-52	DIGITAL ADAPTER SVC	4.21	
877120089008715000232			01	10/31/2012	110-4020-422.60-86	INTERNET/CABLE SVCS	175.87	
877120089004674000717			01	10/31/2012	110-4020-422.60-86	CABEL SVC	134.38	
						VENDOR TOTAL *	314.46	
0006475	00	COMMUNICATIONS DIRECT INC						
IN116837	000674		01	10/31/2012	110-6047-512.50-16	MOBILE RADIO REPLACEMENT	5,964.86	
						VENDOR TOTAL *	5,964.86	
0012492	00	CONNEY SAFETY PRODUCTS						
04286332	000680		01	10/31/2012	110-6046-418.40-98	SUPPLIES	46.96	
04286332	000681		01	10/31/2012	110-6047-512.40-98	SUPPLIES	46.97	
04286332	000679		01	10/31/2012	510-6052-501.40-98	SUPPLIES	45.40	
						VENDOR TOTAL *	139.33	
0018058	00	CONST & GEOTECH MATL TESTING INC						
1809	000708		01	10/31/2012	110-6041-432.80-15	MATERIAL TESTING	11,752.00	
1908	000709		01	10/31/2012	110-6041-432.80-15	MATERIAL TESTING	1,316.50	
						VENDOR TOTAL *	13,068.50	
0011437	00	CONSTELLATION						
500000601031	000004		01	10/31/2012	110-6041-432.30-24	MONTHLY ELECTRIC	1,175.96	
500000601041	000198		01	10/31/2012	110-6041-432.30-24	MONTHLY ELECTRIC	63.97	
500000601031	000006		01	10/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	515.07	
500000601031	000002		01	10/31/2012	510-6051-501.30-24	MONTHLY ELECTRIC	171.31	
500000601041	000197		01	10/31/2012	510-6051-501.30-24	MONTHLY ELECTRIC	84.63	
500000601031	000003		01	10/31/2012	510-6052-501.30-24	MONTHLY ELECTRIC	4,063.99	
500000601031	000001		01	10/31/2012	510-6057-502.30-24	MONTHLY ELECTRIC	2,748.41	
500000601041	000196		01	10/31/2012	510-6057-502.30-24	MONTHLY ELECTRIC	25,246.87	
500000601031	000005		01	10/31/2012	530-0088-503.30-24	MONTHLY ELECTRIC	2,873.21	
						VENDOR TOTAL *	36,943.42	
0020080	00	CONSTRUCTION & GEOTECHNICAL						
1946	000769		01	10/31/2012	305-6041-432.80-22	MATERIAL TESTING	732.00	
						VENDOR TOTAL *	732.00	
0004107	00	CONTINENTAL WEATHER SERVICE						
12494	009973		01	10/31/2012	110-6042-433.30-98	MONTHLY WEATHER FORECAST	170.00	
						VENDOR TOTAL *	170.00	
0007535	00	CONTRACTORS EQUIPMENT RENTAL						
73460	000104		01	10/31/2012	110-6047-512.50-16	TRK/PARTS ENG #3	30.16	
73495	000105		01	10/31/2012	110-6047-512.50-16	TRK/PARTS ENG #3	270.70	
73570	009955		01	10/31/2012	510-6052-501.40-98	QUICK CONNECT	8.95	
73531	009956		01	10/31/2012	510-6052-501.40-98	B-BOX REPAIR	265.00	
						VENDOR TOTAL *	574.81	
0009048	00	COOK COUNTY CLERK						

PREPARED 10/29/2012, 11:23:17
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 10/31/2012 CHECK DATE: 11/08/2012

BANK: 01

VEND NO	SEQ#	VENDOR NAME				ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.	BNK	CHECK/DUE	ACCOUNT	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO		DATE	NO			AMOUNT
0009048	00	COOK COUNTY CLERK						
J GONZALEZ		009925	01	10/31/2012	110-5030-421.60-37	NOTARY CERTIFICATE	10.00	
						VENDOR TOTAL *	10.00	
0000735	00	CRAFT MASTER ENGRAVING						
939190		000229	01	10/31/2012	110-4020-422.40-75	ID TAGS	16.35	
						VENDOR TOTAL *	16.35	
0006111	00	CUZZONE, ANTHONY A - PW						
10/17/2012		000276	01	10/31/2012	510-6050-501.60-11	EXPENSE REIMBURSEMENT	45.00	
						VENDOR TOTAL *	45.00	
0020801	00	DE WALL-MALEFYT, RACHEL						
229,230,76,77		000081	01	10/31/2012	530-0000-341.50-03	PARKING PERMITS REFUND	190.52	
						VENDOR TOTAL *	190.52	
0006182	00	DELTA SONIC CAR WASH SYSTEMS						
7525443		000138	01	10/31/2012	110-6047-512.50-16	CAR WASHES	301.50	
						VENDOR TOTAL *	301.50	
0008249	00	DICKINSON, JULIANNA - PD						
10/11/2012		009907	01	10/31/2012	110-5030-421.40-98	EXPENSE REIMBURSEMENT	15.53	
						VENDOR TOTAL *	15.53	
0005739	00	DISNEY EDUCATIONAL PRODUCTIONS						
DET475247		000713	01	10/31/2012	110-4020-422.60-25	EDUCATIONAL PRODUCTIONS	67.46	
						VENDOR TOTAL *	67.46	
0010805	00	DISPATCH AUTOMOTIVE INC						
227818		000511	01	10/31/2012	110-6047-512.50-16	ALTERNATOR	275.00	
						VENDOR TOTAL *	275.00	
0017351	00	DON-EZ SERVICES, INC						
5205		000700	01	10/31/2012	110-6043-434.30-34	LAWN CUTTING	130.00	
						VENDOR TOTAL *	130.00	
0005777	00	DOWN UNDER CONSTRUCTION						
4		000787	01	10/31/2012	110-6041-432.30-55	2012 REAR YARD DRAIN PROG	8,933.50	
						VENDOR TOTAL *	8,933.50	
0000153	00	DU-COMM						
14739		000227	01	10/31/2012	110-4020-422.30-18	QUARTERLY SHARES	55,453.00	
14740		009794	01	10/31/2012	110-5030-421.30-18	QUARTERLY SHARES	160,701.00	
						VENDOR TOTAL *	216,154.00	
0016481	00	DU-KANE ASPHALT CO						
21872		009890	01	10/31/2012	110-6041-432.40-02	ASPHALT	587.36	
						VENDOR TOTAL *	587.36	
0001763	00	DUBIEL, BRUCE B						

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
0001763	00	DUBIEL, BRUCE B						
10/23/2012	000670		01	10/31/2012	110-4025-424.60-37	EXPENSE REIMBURSEMENT	61.50	
10/25/2012	000768		01	10/31/2012	110-4025-424.60-37	EXPENSE REIMBURSEMENT	90.00	
VENDOR TOTAL *							151.50	
0003545	00	DUDEK DESIGN						
10102012	000290		01	10/31/2012	110-1001-411.40-98	BUSINESS CARDS	148.20	
10102012	000291		01	10/31/2012	510-6055-502.40-98	BUSINESS CARDS	78.00	
VENDOR TOTAL *							226.20	
0020717	00	DULTMEIR SALES, INC						
1975351A	000532		01	10/31/2012	110-6042-433.50-16	TANK	5,002.00	
VENDOR TOTAL *							5,002.00	
0000157	00	DUPAGE ANIMAL HOSPITAL						
234061	009792		01	10/31/2012	110-5030-421.60-01	ANIMAL CONTROL	306.64	
VENDOR TOTAL *							306.64	
0000159	00	DUPAGE COUNTY ANIMAL CARE & CONTROL						
328-18466	000407		01	10/31/2012	110-5030-421.60-01	ANIMAL CONTROL	210.00	
VENDOR TOTAL *							210.00	
0000161	00	DUPAGE COUNTY RECORDER						
201210100460	000866		01	10/31/2012	110-1001-411.30-54	RECORDING SVCS	15.00	
201210010439	000867		01	10/31/2012	110-1001-411.30-54	RECORDING SVCS	22.50	
201210040129	000868		01	10/31/2012	110-1001-411.30-54	RECORDING SVCS	68.00	
VENDOR TOTAL *							105.50	
0007246	00	DUPAGE COUNTY TREASURER-IT						
1297	000397		01	10/31/2012	110-5030-421.30-27	DATA PROCESSING FEE	250.00	
VENDOR TOTAL *							250.00	
0000164	00	DUPAGE MATERIALS CO						
68270MB	009885		01	10/31/2012	110-6041-432.40-02	ASPHALT	347.23	
68282MB	009886		01	10/31/2012	110-6041-432.40-02	ASPHALT	197.99	
68252MB	009887		01	10/31/2012	110-6041-432.40-02	ASPHALT	251.25	
68237MB	009888		01	10/31/2012	110-6041-432.40-02	ASPHALT	197.99	
68221MB	009889		01	10/31/2012	110-6041-432.40-02	ASPHALT	199.49	
68301MB	000141		01	10/31/2012	110-6041-432.40-02	ASPHALT	156.78	
68316MB	000142		01	10/31/2012	110-6041-432.40-02	ASPHALT	99.50	
68365MB	000561		01	10/31/2012	110-6041-432.40-02	ASPHALT	291.45	
68412MB	000677		01	10/31/2012	110-6041-432.40-02	ASPHALT	304.01	
68351MB	000678		01	10/31/2012	110-6041-432.40-02	ASPHALT	155.78	
VENDOR TOTAL *							2,201.47	
0000165	00	DUPAGE MAYORS & MANAGERS CONFERENCE						
7226	000669		01	10/31/2012	110-1001-411.60-11	MEETING	40.00	
VENDOR TOTAL *							40.00	
0010489	00	DUPAGE SECURITY SOLUTIONS INC						

PREPARED 10/29/2012, 11:23:17
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

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 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
0017934 71974	00	ELMHURST MEMORIAL OCCUP CAROL STRM 000863	01 10/31/2012	110-2007-413.30-47	RESPIRATORY QUESTIONNAIRE	135.00	
					VENDOR TOTAL *	135.00	
0000188 01617	00	ELMHURST PARK DISTRICT 009735	01 10/31/2012	110-0000-313.03-03	MUNICIPAL TAX REIMBURSE	124.53	
					VENDOR TOTAL *	124.53	
0000195 48134	00	ENGINEMASTERS, INC 000522	01 10/31/2012	110-6047-512.50-16	FILTERS	54.50	
					VENDOR TOTAL *	54.50	
0017744 42717	00	ENTERSECT CORP 000020	01 10/31/2012	110-5030-421.30-98	MONTHLY SVC/SEPT 2012	84.95	
					VENDOR TOTAL *	84.95	
0017007 2807327-00 2812361-00 2821831-00	00	FACILITY SOLUTIONS GROUP 009832 000518 000693	01 10/31/2012 01 10/31/2012 01 10/31/2012	110-6044-435.40-28 110-6044-435.40-28 110-6044-435.40-98	LUMINARIES LUMINARIES WIRE SPLICE KIT	422.75 412.80 265.35	
					VENDOR TOTAL *	1,100.90	
0017101 5813	00	FIRE SERVICE, INC 000492	01 10/31/2012	110-6047-512.50-16	TRK/PARTS F-7	89.24	
					VENDOR TOTAL *	89.24	
0006869 0868942 1523616	00	FISHER SCIENTIFIC 000070 000071	01 10/31/2012 01 10/31/2012	510-6057-502.40-25 510-6057-502.40-25	LAB SUPPLIES LAB SUPPLIES	247.90 81.26	
					VENDOR TOTAL *	329.16	
0005438 56334 56360	00	FLEET SAFETY SUPPLY 000221 000491	01 10/31/2012 01 10/31/2012	110-4020-422.80-06 110-5030-421.40-41	SET UP NEW VEHICLE/E-3 CABLE	660.83 22.95	
					VENDOR TOTAL *	683.78	
0019713 49936566 50026437	00	FLEETPRIDE 000160 000161	01 10/31/2012 01 10/31/2012	110-6047-512.50-16 110-6047-512.50-16	PARTS/SUPPLIES PARTS/SUPPLIES	177.50 173.50	
					VENDOR TOTAL *	4.00	
0013319 26605 26508	00	FLUORECYCLE, INC 009842 009843	01 10/31/2012 01 10/31/2012	110-6044-435.40-98 110-6044-435.40-98	RECYCLING LAMPS RECYCLING LAMPS	22.08 324.98	
					VENDOR TOTAL *	347.06	
0000650 10/16/2012	00	FOCHT, DAN 000225	01 10/31/2012	110-4020-422.60-25	EXPENSE REIMBURSEMENT	320.93	
					VENDOR TOTAL *	320.93	
0013335	00	FOSTER, ERIC					

PREPARED 10/29/2012, 11:23:17
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 10/31/2012 CHECK DATE: 11/08/2012

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
0013335 260 FOREST	00	FOSTER, ERIC 000707	01 10/31/2012	110-6041-432.30-70	PUBLIC WALK REIMBURSEMENT	237.00	
VENDOR TOTAL *						237.00	
0018088 7399	00	FOUNTAIN TECHNOLOGIES, LTD 000438	01 10/31/2012	110-6046-418.50-01	FOUNTAIN MAINT	1,791.67	
VENDOR TOTAL *						1,791.67	
0020795 TPB0000160422	00	FOX VALLEY TECH COLLEGE 000043	01 10/31/2012	110-5030-421.60-11	TRAINING CLASS	225.00	
VENDOR TOTAL *						225.00	
0013847 6067677 6084485	00	FRY'S ELECTRONICS, INC 009748 000284	01 10/31/2012 01 10/31/2012	110-2008-413.40-72 110-2008-413.40-72	VIDEO INTERFACE SWITCHES	79.99 249.95	
VENDOR TOTAL *						329.94	
0019250 R19013 R19152	00	GEN POWER, INC 000476 000692	01 10/31/2012 01 10/31/2012	510-6057-502.50-08 510-6057-502.50-08	GENERATOR RENTAL GENERATOR RENTAL	613.80 613.80	
VENDOR TOTAL *						1,227.60	
0007925 0007925	00	GERARDI SEWER & WATER CO 000259	01 10/31/2012	510-6052-501.80-12	WATERMAIN IMPROVEMENT PRO	16,119.50	
VENDOR TOTAL *						16,119.50	
0018185 AG30519	00	GLOBAL EMERGENCY PRODUCTS 000103	01 10/31/2012	110-6047-512.50-16	TRK/PARTS ENG #2	257.89	
VENDOR TOTAL *						257.89	
0000241 2012	00	GOVERNMENT FINANCE OFFICERS ASSN 009738	01 10/09/2012	110-2006-413.60-98	PROGRAM FEE	CHECK #: 158632	505.00
VENDOR TOTAL *						.00	505.00
0006938 10341400	00	GRAHAM SIGN 000236	01 10/31/2012	110-4020-422.80-06	SET UP NEW VEHICLE/CAR #7	530.00	
VENDOR TOTAL *						530.00	
0000242 9958313679 9932427082 9941838535 9958313679 9958313679 9957281430 9958313679 9957281430 9958313679 9957281430 9958313679 9958313679	00	GRAINGER 000807 000228 009813 000808 000809 000682 000810 000685 000811 000812	01 10/31/2012 01 10/31/2012	110-2006-413.40-33 110-4020-422.50-01 110-5030-421.40-98 110-5030-421.40-98 110-6041-432.40-98 110-6043-434.40-98 110-6043-434.40-98 110-6044-435.40-98 110-6044-435.40-98 110-6044-435.40-98 110-6046-418.40-98	SUPPLIES POWER CORD REEL SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES	6.06 397.80 292.07 6.06 6.06 51.30 6.06 81.60 6.06 6.06	

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
0000242	00	GRAINGER						
9958313679	000813		01	10/31/2012	110-6047-512.40-98	SUPPLIES	6.05	
9957281430	000683		01	10/31/2012	510-6052-501.40-98	SUPPLIES	51.30	
9958313679	000814		01	10/31/2012	510-6052-501.40-98	SUPPLIES	6.05	
9934349243	000363		01	10/31/2012	510-6057-502.50-08	PUMP REPAIRS	131.34	
9957281430	000684		01	10/31/2012	510-6057-502.40-98	SUPPLIES	51.30	
9958313679	000815		01	10/31/2012	510-6057-502.40-98	SUPPLIES	6.05	
						VENDOR TOTAL *	1,111.21	
0012796	00	GRASSROOTS LANDSCAPE SPECIALTIES						
7712	000072		01	10/31/2012	510-6057-502.50-01	LAWN MAINT	1,035.00	
						VENDOR TOTAL *	1,035.00	
0000247	00	GRAYBAR						
962648605	009840		01	10/31/2012	110-6044-435.40-71	HANDHOLE/COVERS	1,157.04	
						VENDOR TOTAL *	1,157.04	
0000254	00	HACH CO						
7973453	000361		01	10/31/2012	510-6057-502.40-25	LAB SUPPLIES	38.60	
7981262	000362		01	10/31/2012	510-6057-502.40-25	LAB SUPPLIES	185.95	
7989468	000691		01	10/31/2012	510-6057-502.40-25	LAB SUPPLIES	19.70	
						VENDOR TOTAL *	244.25	
0005581	00	HAMILTON CIRCULATION SUPPLIES						
185531	009847		01	10/31/2012	110-6040-431.40-33	POLY BAGS	55.83	
185531	009848		01	10/31/2012	510-6050-501.40-33	POLY BAGS	55.83	
						VENDOR TOTAL *	111.66	
0000633	00	HARRINGTON INDUSTRIAL PLASTICS LLC						
02393264	004783		01	01/17/2012	510-6052-501.50-18	MERCHANDISE RETURN	405.00	
02395828	000890		01	05/31/2012	510-6057-502.50-08	DAF POLYBLEND REPAIR	.80	
02398738	008119		01	09/30/2012	510-6057-502.50-08	DAF POLYBLEND REPAIR	51.63	
496230	009824		01	10/31/2012	510-6057-502.50-08	RFUND FOR RETURN	352.57	
						VENDOR TOTAL *	.00	
0005803	00	HARRISON, JONATHAN						
10/01-10/16/12	000241		01	10/31/2012	110-0086-453.30-52	CATV PROF SVCS	76.50	
						VENDOR TOTAL *	76.50	
0005494	00	HBK WATER METER SERVICE, INC						
12-493	000516		01	10/31/2012	510-6052-501.30-98	BENCH TEST	24.00	
						VENDOR TOTAL *	24.00	
0015904	00	HD SUPPLY WATERWORKS, LTD						
5531379	009836		01	10/31/2012	510-6052-501.40-51	SERVICE LINES	336.60	
5393452	009932		01	10/31/2012	510-6052-501.40-51	SERVICE LINES	362.29	
5576126	000391		01	10/31/2012	510-6052-501.40-51	RETURNED MERCHANDISE	249.36	
5540137	000392		01	10/31/2012	510-6052-501.40-51	SERVICE LINES	433.09	
5594566	000463		01	10/31/2012	510-6052-501.40-51	SERVICE LINES	146.27	

PREPARED 10/29/2012, 11:23:17
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 10/31/2012 CHECK DATE: 11/08/2012

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
0015904 5562212	00	HD SUPPLY WATERWORKS, LTD 000513	01 10/31/2012	510-6052-501.40-07	B-BOX COVERS	975.00	
VENDOR TOTAL *						2,003.89	
0011839	00	HEALTHCARE SERVICE CORP					
014582	000831		01 10/31/2012	110-1001-411.20-04	HEALTH INS	5,727.24	
014582	000832		01 10/31/2012	110-2006-413.20-04	HEALTH INS	14,749.13	
014582	000833		01 10/31/2012	110-2007-413.20-04	HEALTH INS	4,595.25	
014582	000834		01 10/31/2012	110-2008-413.20-04	HEALTH INS	5,209.53	
014582	000835		01 10/31/2012	110-3015-414.20-04	HEALTH INS	1,724.90	
014582	000836		01 10/31/2012	110-4020-422.20-04	HEALTH INS	72,290.70	
014582	000837		01 10/31/2012	110-4025-424.20-04	HEALTH INS	13,616.35	
014582	000838		01 10/31/2012	110-5030-421.20-04	HEALTH INS	117,841.87	
014582	000839		01 10/31/2012	110-6040-431.20-04	HEALTH INS	28,499.26	
014582	000840		01 10/31/2012	110-7060-451.20-04	HEALTH INS	2,290.90	
014582	000844		01 10/31/2012	210-8070-452.20-04	HEALTH INS	23,231.96	
014582	000841		01 10/31/2012	510-6050-501.20-04	HEALTH INS	6,129.38	
014582	000842		01 10/31/2012	510-6055-502.20-04	HEALTH INS	6,927.31	
014582	000843		01 10/31/2012	530-0088-503.20-04	HEALTH INS	2,509.38	
VENDOR TOTAL *						305,343.16	
0012748 10/17/2012	00	HEDMAN, ERIC 000237	01 10/31/2012	110-4020-422.60-86	EXPENSE REIMBURSEMENT	104.97	
VENDOR TOTAL *						104.97	
0020470 10/16/2012	00	HEDMAN, ERIC 000235	01 10/31/2012	110-4020-422.60-11	EXPENSE REIMBURSEMENT	146.32	
VENDOR TOTAL *						146.32	
0005114 HD01713243	00	HELLO DIRECT, INC 000282	01 10/31/2012	110-2008-413.50-25	DESK PHONES	223.43	
VENDOR TOTAL *						223.43	
0000129 12240441	00	HERITAGE CRYSTAL CLEAN, LLC 000102	01 10/31/2012	110-6047-512.40-98	PARTS WASHER	191.32	
VENDOR TOTAL *						191.32	
0020450 77923 77934	00	HERITAGE FS, INC 58 009816 009817	01 10/31/2012 01 10/31/2012	110-6047-512.40-19 110-6047-512.40-18	GASOLINE DIESEL FUEL	27,211.79 24,422.98	
VENDOR TOTAL *						51,634.77	
0019269 10/13-10/15/12 10/13-10/15/12	00	HIMPLEMANN, MATTHEW-PD 000790 000791	01 10/31/2012 01 10/31/2012	110-5030-421.60-05 110-5030-421.60-11	EXPENSE REIMBURSEMENT EXPENSE REIMBURSEMENT	2.45 20.25	
VENDOR TOTAL *						22.70	
0008835 35616599	00	HOBBY LOBBY STORES INC 009900	01 10/31/2012	110-7060-451.60-65	EDUCATION EXPENSES	102.06	

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
0008835	00	HOBBY LOBBY STORES INC						
						VENDOR TOTAL *	102.06	
0018019 4914	00 000387	HOEFER ENTS	01	10/31/2012	110-0094-454.60-45	AD	1,354.50	
						VENDOR TOTAL *	1,354.50	
0000275 422354	00 000133	HOLIDAY CAMERA INC	01	10/31/2012	110-5030-421.40-31	CAMERA CARDS	119.94	
						VENDOR TOTAL *	119.94	
0008820 002538/4046861	00 000430	HOME DEPOT 1916-DOWNERS GROVE	01	10/31/2012	110-5030-421.50-01	ROOM RENOVATION	38.41	
						VENDOR TOTAL *	38.41	
0006864 012469/4020472 004868/2272460 012029/4020448 019331/7023974	00 000226 000433 000434 000432	HOME DEPOT 1919-NORTHLAKE	01	10/31/2012	110-4020-422.60-25	SMOKE DETECTORS/FIRE EXTI	497.80	
			01	10/31/2012	110-5030-421.50-01	ROOM RENOVATION	24.92	
			01	10/31/2012	110-7060-451.50-01	BANNER REPAIR	8.52	
			01	10/31/2012	510-6057-502.50-01	WELL ROOF REPAIR	91.46	
						VENDOR TOTAL *	622.70	
0012341 6024179	00 009971	HOME DEPOT 1982-OAKBROOK TERR	01	10/31/2012	110-6041-432.40-98	CLOCK	9.98	
			01	10/31/2012	110-6041-432.40-53	SMALL TOOLS	139.62	
			01	10/31/2012	110-6043-434.50-08	CABLE TIES/VINYL TUBE	10.05	
			01	10/31/2012	110-6043-434.40-53	RATCHET STRAP	3.30	
			01	10/31/2012	110-6044-435.40-98	T-SIGNAL INSTALL	101.20	
			01	10/31/2012	110-6044-435.40-98	T-SIGNAL CLEANING MATERIA	68.90	
			01	10/31/2012	110-6046-418.40-53	SHOP TOOLS	80.30	
			01	10/31/2012	110-7060-451.50-01	CONCRETE REPAIR	9.42	
			01	10/31/2012	110-7060-451.50-01	BANNER INSTALL	9.84	
			01	10/31/2012	510-6057-502.50-10	SHOP TOOLS	139.98	
						VENDOR TOTAL *	572.59	
0007888 4332	00 000737	HOMER TREE CARE INC	01	10/31/2012	110-6043-434.30-22	DED TREE REMOVAL	812.00	
			01	10/31/2012	110-6043-434.30-22	DED TREE REMOVAL	1,520.00	
			01	10/31/2012	110-6043-434.30-22	DED TREE REMOVAL	1,023.00	
			01	10/31/2012	110-6043-434.30-22	DED TREE REMOVAL	1,020.00	
			01	10/31/2012	110-6043-434.30-22	DED TREE REMOVAL	1,717.00	
			01	10/31/2012	110-6043-434.30-22	DED TREE REMOVAL	1,085.00	
			01	10/31/2012	110-6043-434.30-22	DED TREE REMOVAL	400.00	
			01	10/31/2012	110-6043-434.30-22	DED TREE REMOVAL	360.00	
			01	10/31/2012	110-6043-434.30-22	DED TREE REMOVAL	420.00	
			01	10/31/2012	110-6043-434.30-22	DED TREE REMOVAL	992.00	
			01	10/31/2012	110-6043-434.30-22	DED TREE REMOVAL	1,085.00	
			01	10/31/2012	110-6043-434.30-22	DED TREE REMOVAL	156.00	
			01	10/31/2012	110-6043-434.30-22	DED TREE REMOVAL	156.00	

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO			NO			AMOUNT
0007888	00	HOMER TREE CARE INC						
4745		000750	01	10/31/2012	110-6043-434.30-22	DED TREE REMOVAL	1,520.00	
4746		000751	01	10/31/2012	110-6043-434.30-22	DED TREE REMOVAL	390.00	
4747		000752	01	10/31/2012	110-6043-434.30-22	DED TREE REMOVAL	1,023.00	
4748		000753	01	10/31/2012	110-6043-434.30-22	DED TREE REMOVAL	143.00	
VENDOR TOTAL *							13,822.00	
0017543	00	HORNER, CHRIS						
10/02-10/04/12		009790	01	10/31/2012	110-5030-421.60-05	EXPENSE REIMBURSEMENT	19.24	
10/02-10/04/12		009791	01	10/31/2012	110-5030-421.60-11	EXPENSE REIMBURSEMENT	30.00	
VENDOR TOTAL *							49.24	
0010700	00	HUNDRED CLUB OF DUPAGE COUNTY						
10/30/2012		009777	01	10/31/2012	110-5030-421.60-98	DINNER/AWARDS	180.00	
VENDOR TOTAL *							180.00	
0001000	00	IBM CORP						
0210089		000280	01	10/31/2012	110-2008-413.50-22	HARDWARE MAINT	1,326.09	
0210089		000281	01	10/31/2012	110-2008-413.50-23	SOFTWARE MAINT	1,154.31	
VENDOR TOTAL *							2,480.40	
0008301	00	IL ARBORIST ASSN						
2193		009811	01	10/31/2012	110-6040-431.60-11	REGISTRATION	890.00	
VENDOR TOTAL *							890.00	
0015152	00	IL ASSN OF PROPERTY/EVIDENCE MGRS						
9005		000135	01	10/31/2012	110-5030-421.60-37	ANNUAL MEMBERSHIP	25.00	
VENDOR TOTAL *							25.00	
0007288	00	IL ASSN OF WASTEWATER AGENCIES						
2797		000069	01	10/31/2012	510-6050-501.60-37	MEMBERSHIP	2,296.00	
VENDOR TOTAL *							2,296.00	
0011955	00	IL DEPT OF TRANSPORTATION-FIN SVCS						
39393		000699	01	10/31/2012	110-6044-435.30-71	MONTHLY MAINT	1,104.00	
VENDOR TOTAL *							1,104.00	
0001005	00	IL SEC OF STATE - CONF SERV PROG,CK GRP-1						
PD-33		000210	01	10/31/2012	110-6047-512.60-55	PLATE RENEWAL	99.00	
VENDOR TOTAL *							99.00	
0001005	00	IL SEC OF STATE - CONF SERV PROG,CK GRP-2						
PD-30		000211	01	10/31/2012	110-6047-512.60-55	PLATE RENEWAL	99.00	
VENDOR TOTAL *							99.00	
0000291	00	IL SEC OF STATE - TITLE APPLIC FEES,CK GRP-1						
CASE #12-026530009948			01	10/31/2012	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						

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0000291	00	IL SEC OF STATE - TITLE APPLIC FEES,CK GRP-2						
CASE #12-025747009949			01	10/31/2012	110-5030-421.60-27	TITLE APPLICATION FEE	95.00	
						VENDOR TOTAL *	95.00	
0001319	00	IL SEC OF STATE - VEHICLE SVCS,CK GRP-1						
E-3		009803	01	10/31/2012	110-6047-512.60-55	TITLE/PLATES	105.00	
						VENDOR TOTAL *	105.00	
0019187	00	IL STATE POLICE-LIQUOR CONTROL COMM						
L66311652		000041	01	10/31/2012	110-5030-421.30-98	1631/LIQUOR CONTROL COMM	31.50	
						VENDOR TOTAL *	31.50	
0011631	00	IL STATE TOLL HIGHWAY AUTHORITY						
G12464972		000039	01	10/31/2012	110-5030-421.60-05	I-PASS TOLLS/FEES	4.18	
G12464254		000533	01	10/31/2012	110-6046-418.40-98	I-PASS FEE	60.65	
						VENDOR TOTAL *	64.83	
0003391	00	IL TACTICAL OFFICERS ASSN						
11/18-11/20/12		009776	01	10/31/2012	110-5030-421.60-11	REGISTRATION	1,855.00	
						VENDOR TOTAL *	1,855.00	
0004409	00	ILLINI POWER PRODUCTS						
R09017		008986	01	10/18/2012	510-6056-502.50-11	GENERATOR MAINT	CHECK #: 158752	3,110.00
R09017		008986	01	10/23/2012	510-6056-502.50-11	GENERATOR MAINT	CHECK #: 159023	3,110.00
R19013		008985	01	10/18/2012	510-6057-502.50-08	GENERATOR RENTAL	CHECK #: 158752	613.80
						VENDOR TOTAL *	.00	613.80
0013660	00	INFOTRACK INFORMATION SERVICES, INC						
51306		009897	01	10/31/2012	110-7060-451.60-42	BACKGROUND CHECK	55.00	
						VENDOR TOTAL *	55.00	
0013176	00	INGERSOLL-RAND CO						
21719411		000548	01	10/31/2012	110-4020-422.50-01	FILTERS	434.83	
40088306		000549	01	10/31/2012	110-4020-422.50-01	TAX CREDIT	36.83	
21730814		000550	01	10/31/2012	110-4020-422.50-01	FILTERS	192.26	
40088305		000551	01	10/31/2012	110-4020-422.50-01	TAX CREDIT	11.32	
						VENDOR TOTAL *	578.94	
0006347	00	INLAND COMMERCIAL PROPERTY MGT INC						
002-2008624		000736	01	10/31/2012	530-0088-503.50-15	MONTHLY MAINT CONTRACT	1,150.00	
						VENDOR TOTAL *	1,150.00	
0010731	00	INTERSTATE BATTERY SYSTEM OF						
130059197		000570	01	10/31/2012	110-4020-422.40-98	SUPPLIES	9.00	
130059197		000569	01	10/31/2012	110-5030-421.40-98	SUPPLIES	72.00	
130059197		000571	01	10/31/2012	110-6041-432.40-98	SUPPLIES	1.80	
130059197		000572	01	10/31/2012	110-6043-434.40-98	SUPPLIES	1.80	
130059197		000573	01	10/31/2012	110-6044-435.40-98	SUPPLIES	1.80	
130059078		009815	01	10/31/2012	110-6047-512.50-16	PARTS/SUPPLIES	271.85	

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
0010731	00	INTERSTATE BATTERY SYSTEM OF						
110115701	009953		01	10/31/2012	110-6047-512.50-16	PARTS/SUPPLIES	419.80	
130059197	000568		01	10/31/2012	110-6047-512.50-16	SUPPLIES	211.90	
130059197	000575		01	10/31/2012	110-6047-512.40-98	SUPPLIES	1.80	
130059197	000576		01	10/31/2012	510-6052-501.40-98	SUPPLIES	1.80	
VENDOR TOTAL *							993.55	
0015843	00	IRVING KANNETT & ASSOCS, INC						
71911	000272		01	10/31/2012	110-5030-421.60-45	KEY LANYARDS	517.89	
VENDOR TOTAL *							517.89	
0000976	00	JIM'S TOWING,CK GRP-1						
99119	009945		01	10/31/2012	110-5030-421.60-27	TOWING SVC/CASE#12-036004	350.00	
VENDOR TOTAL *							350.00	
0000976	00	JIM'S TOWING,CK GRP-2						
99223	009946		01	10/31/2012	110-5030-421.60-27	TOWING SVC/CASE#12-036302	350.00	
VENDOR TOTAL *							350.00	
0000976	00	JIM'S TOWING,CK GRP-3						
98991	009947		01	10/31/2012	110-5030-421.60-27	TOWING SVC/CASE#12-035278	350.00	
VENDOR TOTAL *							350.00	
0002709	00	JOHNSON, VALERIE						
10/18/2012	000286		01	10/31/2012	110-2007-413.30-52	EXPENSE REIMBURSEMENT	689.39	
10/24/2012	000864		01	10/31/2012	110-2007-413.60-23	EXPENSE REIMBURSEMENT	325.00	
VENDOR TOTAL *							1,014.39	
0005713	00	K & T COLORS						
09889	000267		01	10/31/2012	110-7060-451.60-44	GLASS/FRAME REPLACE	46.80	
VENDOR TOTAL *							46.80	
0013509	00	K A STEEL CHEMICALS INC						
0820441-IN	000273		01	10/31/2012	510-6057-502.40-10	SODIUM HYPOCHLORITE	3,034.16	
VENDOR TOTAL *							3,034.16	
0004998	00	K ADAMS BUILDERS						
000066883	UT		01	10/31/2012	510-0000-113.02-00	UB CR REFUND	33.70	
VENDOR TOTAL *							33.70	
0000314	00	KALE UNIFORMS						
804615	000223		01	10/31/2012	110-4020-422.40-62	UNIFORM SUPPLIES	277.90	
804576	009912		01	10/31/2012	110-5030-421.40-11	UNIFORM SUPPLIES	94.95	
804573	009913		01	10/31/2012	110-5030-421.40-11	UNIFORM SUPPLIES	123.00	
804575	009914		01	10/31/2012	110-5030-421.40-11	UNIFORM SUPPLIES	76.50	
806728	000379		01	10/31/2012	110-5030-421.40-11	UNIFORM SUPPLIES	15.00	
806727	000380		01	10/31/2012	110-5030-421.40-11	UNIFORM SUPPLIES	61.50	
806726	000381		01	10/31/2012	110-5030-421.40-11	UNIFORM SUPPLIES	208.99	
806132	000382		01	10/31/2012	110-5030-421.40-11	UNIFORM SUPPLIES	61.50	

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
0000314	00	KALE UNIFORMS						
806629	000383		01	10/31/2012	110-5030-421.40-11	UNIFORM SUPPLIES	117.89	
806630	000384		01	10/31/2012	110-5030-421.40-11	UNIFORM SUPPLIES	117.89	
807091	000601		01	10/31/2012	110-5030-421.40-11	UNIFORM SUPPLIES	123.00	
807092	000602		01	10/31/2012	110-5030-421.40-11	UNIFORM SUPPLIES	296.50	
VENDOR TOTAL *							1,574.62	
0000676	00	KAZARIAN, DENNIS						
10/05/2012	009788		01	10/31/2012	110-5030-421.60-05	EXPENSE REIMBURSEMENT	31.56	
10/05/2012	009789		01	10/31/2012	110-5030-421.60-11	EXPENSE REIMBURSEMENT	10.00	
VENDOR TOTAL *							41.56	
0000323	00	KIEFT BROTHERS, INC - A/P						
189705	009891		01	10/31/2012	510-6056-502.40-29	SEWER REPAIR	215.60	
190027	000517		01	10/31/2012	510-6056-502.40-29	BUTYL RUBBER	86.72	
VENDOR TOTAL *							302.32	
0011896	00	KIMBALL MIDWEST						
2654040	000482		01	10/31/2012	110-6047-512.50-16	NUTS/BOLTS/SUPPLIES	607.95	
VENDOR TOTAL *							607.95	
0015276	00	KING, DAVID & ASSOCS, INC						
4177	009774		01	10/31/2012	110-6046-418.60-69	MANAGEMENT FEES	1,163.76	
4184	000083		01	10/31/2012	110-6046-418.60-69	PROPERTY MANAGEMENT SVCS	2,781.90	
4176	009775		01	10/31/2012	310-0089-461.30-52	MANAGEMENT FEES	1,000.00	
VENDOR TOTAL *							4,945.66	
0020789	00	KING, RAY J						
58651-28432	000007		01	10/16/2012	510-0000-113.02-00	DRAFTED IN ERROR	CHECK #: 159003	323.59
VENDOR TOTAL *							.00	323.59
0015660	00	KINGS POINT TRUCK LANE, INC						
28258	000098		01	10/31/2012	110-6047-512.50-02	SAFETY TEST/PW119,PW70,PW	75.00	
28271	000099		01	10/31/2012	110-6047-512.50-02	SAFETY TEST/PW12	25.00	
28097	000100		01	10/31/2012	110-6047-512.50-02	SAFETY TEST/PW53,PW89,PW	137.00	
28428	000477		01	10/31/2012	110-6047-512.50-02	SAFETY TEST/PW92T	25.00	
VENDOR TOTAL *							262.00	
0018337	00	KINSER, BRYAN, ENTS, INC						
0912-0592	000274		01	10/31/2012	510-6057-502.80-20	PRIMARY #1 REPAIRS	3,848.00	
VENDOR TOTAL *							3,848.00	
0010719	00	KOLPAK, LEONARD						
10/02-10/05/12	000047		01	10/31/2012	760-0000-491.60-59	EXPENSE REIMBURSEMENT	601.95	
VENDOR TOTAL *							601.95	
0003629	00	KONICA MINOLTA BUSINESS SOLUTIONS						
222221535	009872		01	10/31/2012	110-1001-411.30-21	COPIER MAINT	427.58	
222221535	009874		01	10/31/2012	110-2006-413.30-21	COPIER MAINT	299.29	

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
0003629	00	KONICA MINOLTA BUSINESS SOLUTIONS						
222221535	009873		01	10/31/2012	110-2007-413.30-21	COPIER MAINT	1,068.94	
222221535	009871		01	10/31/2012	110-3015-414.30-21	COPIER MAINT	171.03	
222221535	009869		01	10/31/2012	110-4020-422.30-21	COPIER MAINT	85.52	
222221535	009870		01	10/31/2012	110-4025-424.30-21	COPIER MAINT	171.03	
222221535	009864		01	10/31/2012	110-5030-421.30-21	COPIER MAINT	1,325.49	
222221535	009868		01	10/31/2012	110-6040-431.30-21	COPIER MAINT	427.58	
222221535	009867		01	10/31/2012	110-7060-451.30-21	COPIER MAINT	85.52	
222221535	009865		01	10/31/2012	510-6050-501.30-21	COPIER MAINT	128.27	
222221535	009866		01	10/31/2012	510-6055-502.30-21	COPIER MAINT	85.52	
						VENDOR TOTAL *	4,275.77	
0015013	00	LAND-AIR ASSOCIATES						
12100401	000097		01	10/31/2012	110-6047-512.50-16	AUTO/PARTS E-21	120.00	
						VENDOR TOTAL *	120.00	
0013313	00	LEACH ENTERPRISES, INC						
942572	009838		01	10/31/2012	110-6047-512.50-16	FILTERS	34.28	
942692	009839		01	10/31/2012	110-6047-512.50-16	FILTERS	44.38	
942994	000357		01	10/31/2012	110-6047-512.50-16	FILTERS	81.07	
						VENDOR TOTAL *	159.73	
0012723	00	LEXISNEXIS						
103874020120930009793			01	10/31/2012	110-5030-421.30-98	MONTHLY SVC	557.23	
152580520120930009821			01	10/31/2012	110-5030-421.30-98	OFFENDER INFORMATION	85.35	
152580520120930009822			01	10/31/2012	530-0088-503.30-09	OFFENDER INFORMATION	28.46	
						VENDOR TOTAL *	671.04	
0017643	00	LIGHT BULB DEPOT						
21374436	009833		01	10/31/2012	110-6044-435.40-26	LAMPS	362.16	
22501777	009834		01	10/31/2012	110-6044-435.40-26	RETURNED MERCHANDISE	168.20-	
22501778	009835		01	10/31/2012	110-6044-435.40-26	RETURNED MERCHANDISE	186.96-	
						VENDOR TOTAL *	7.00	
0000509	00	LILJEBERG, GLEN R.						
09/16-09/30/12	009696		01	10/31/2012	110-0086-453.30-52	CATV PROF SVCS	27.00	
10/01-10/16/12	000242		01	10/31/2012	110-0086-453.30-52	CATV PROF SVCS	54.00	
						VENDOR TOTAL *	81.00	
0011081	00	LINDCO EQPT SALES						
20121026-P	000695		01	10/31/2012	110-6047-512.50-16	FILTER ELEMENT	119.78	
						VENDOR TOTAL *	119.78	
0006582	00	LUND INDUSTRIES, INC						
74086	000597		01	10/31/2012	110-4020-422.40-41	RADIO HEAD BRACKET	33.88	
						VENDOR TOTAL *	33.88	
0000352	00	MAGID GLOVE						
52936	000802		01	10/31/2012	110-6041-432.40-98	SUPPLIES	32.94	

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND- ISSUED AMOUNT
INVOICE NO	VOUCHER NO	P.O. NO		DATE	NO			
0000352	00	MAGID GLOVE						
52936	000803		01	10/31/2012	110-6043-434.40-98	SUPPLIES	32.93	
52936	000804		01	10/31/2012	110-6044-435.40-98	SUPPLIES	32.93	
52936	000805		01	10/31/2012	110-6046-418.40-98	SUPPLIES	32.93	
52936	000801		01	10/31/2012	510-6052-501.40-98	SUPPLIES	164.66	
52936	000806		01	10/31/2012	510-6057-502.40-98	SUPPLIES	32.93	
VENDOR TOTAL *							329.32	
0007486	00	MAMMA MARIA'S PIZZA						
6	000398		01	10/31/2012	110-5030-421.60-08	MEETING REFRESHMENTS	70.50	
VENDOR TOTAL *							70.50	
0004901	00	MATCO TOOLS-T & K TOOL SALES						
12171	000596		01	10/31/2012	110-6047-512.40-53	TOOL REPAIR	49.80	
VENDOR TOTAL *							49.80	
0007176	00	MCCANN INDUSTRIES INC						
07150792	000096		01	10/31/2012	110-6047-512.50-16	TRK/PARTS PW74	128.81	
07151309	000594		01	10/31/2012	110-6047-512.50-16	TRK/PARTS PW13	559.06	
07151648	000595		01	10/31/2012	110-6047-512.50-16	TRK/PARTS PW74	112.11	
VENDOR TOTAL *							799.98	
0001049	00	MCI						
08611797999	000258		01	10/31/2012	110-0094-454.30-75	MONTHLY PHONE	.83	
08611797999	000247		01	10/31/2012	110-1001-411.30-75	MONTHLY PHONE	43.23	
08611797999	000248		01	10/31/2012	110-2006-413.30-75	MONTHLY PHONE	47.59	
08611797999	000256		01	10/31/2012	110-2007-413.30-75	MONTHLY PHONE	2.96	
08611797999	000257		01	10/31/2012	110-2008-413.30-75	MONTHLY PHONE	5.88	
08611797999	000249		01	10/31/2012	110-3015-414.30-75	MONTHLY PHONE	11.61	
08611797999	000250		01	10/31/2012	110-4020-422.30-75	MONTHLY PHONE	14.87	
08611797999	000251		01	10/31/2012	110-4022-423.30-75	MONTHLY PHONE	1.10	
08611797999	000252		01	10/31/2012	110-5030-421.30-75	MONTHLY PHONE	93.00	
08611797999	000253		01	10/31/2012	110-6040-431.30-75	MONTHLY PHONE	19.77	
08611797999	000254		01	10/31/2012	110-7060-451.30-75	MONTHLY PHONE	21.82	
08611797999	000255		01	10/31/2012	510-6055-502.30-75	MONTHLY PHONE	7.57	
VENDOR TOTAL *							270.23	
0002941	00	MCMaster-CARR SUPPLY CO-A/P ADDRESS						
38334139	009974		01	10/31/2012	110-6041-432.40-98	NUTS/STUDS	107.90	
39027534	000529		01	10/31/2012	110-6042-433.50-16	TANK FITTINGS	38.89	
39027239	000530		01	10/31/2012	110-6042-433.50-16	TANK FITTINGS	22.12	
38565526	009898		01	10/31/2012	110-7060-451.60-44	CARDBOARD TUBE	5.35	
38712019	009899		01	10/31/2012	110-7060-451.60-44	CARDBOARD TUBE/BOX	18.34	
38961159	000268		01	10/31/2012	110-7060-451.60-44	EXHIBIT SUPPLIES	192.18	
38431440	000074		01	10/31/2012	510-6057-502.50-08	PUMP REPAIR	314.82	
38432498	000075		01	10/31/2012	510-6057-502.50-08	PUMP REPAIR	16.65	
38242326	000364		01	10/31/2012	510-6057-502.50-08	PRIMARY #1 REPAIRS	63.25	
38722899	000365		01	10/31/2012	510-6057-502.50-01	DIGESTER CONSTRUCTION SPO	231.00	
35386949	000366		01	10/31/2012	510-6057-502.40-98	PUMP	113.58	

PREPARED 10/29/2012, 11:23:17
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 10/31/2012 CHECK DATE: 11/08/2012

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO						AMOUNT
0013780	00	METROPOLITAN		MAYORS CAUCUS				
2013-021		000865	01	10/31/2012	110-1001-411.60-11	PARTICIPANT FEE ICC RULEM	350.00	
						VENDOR TOTAL *	350.00	
0009371	00	MICRO CENTER		A/R				
2925596		009767	01	10/31/2012	110-2008-413.40-72	COMPUTER HARDWARE	709.74	
2938832		000782	01	10/31/2012	110-2008-413.80-03	COMPUTER EQUIP	2,219.96	
2940993		000783	01	10/31/2012	110-2008-413.40-72	COMPUTER HARDWARE	219.87	
						VENDOR TOTAL *	3,149.57	
0020523	00	MID-TOWN PETROLEUM		(2069)				
0726310-IN		000800	01	10/31/2012	110-6047-512.40-98	FUEL	2,113.79	
						VENDOR TOTAL *	2,113.79	
0000512	00	MID-TOWN PETROLEUM		(2070)				
0723876-IN		000360	01	10/31/2012	510-6057-502.40-34	OIL	2,711.29	
						VENDOR TOTAL *	2,711.29	
0000631	00	MIDWEST ELECTRICAL		APPLIANCE				
00820		000689	01	10/31/2012	110-6041-432.50-01	THERMOSTAT	129.00	
						VENDOR TOTAL *	129.00	
0017125	00	MIDWEST OPERATING		ENGRS BENEFITS				
DEC 2012		000845	01	10/31/2012	110-6040-431.20-04	HEALTH INS	46,340.00	
NOV 2012		000848	01	10/31/2012	110-6040-431.20-04	CREDIT/OVER PAYMENT	1,500.00	
DEC 2012		000847	01	10/31/2012	510-6050-501.20-04	HEALTH INS	21,620.00	
DEC 2012		000846	01	10/31/2012	510-6055-502.20-04	HEALTH INS	16,860.00	
						VENDOR TOTAL *	83,320.00	
0019425	00	MM TOOL SALES, INC						
208518		000092	01	10/31/2012	110-6047-512.40-53	SHOP TOOLS	31.25	
						VENDOR TOTAL *	31.25	
0000378	00	MOTOROLA - COLLECTION		CTR DR				
91108032		000042	01	10/31/2012	110-5030-421.40-41	EARPIECES	80.04	
						VENDOR TOTAL *	80.04	
0005471	00	MTS SAFETY PRODUCTS, INC						
3971900		009911	01	10/31/2012	110-5030-421.40-11	UNIFORM SUPPLIES	524.34	
						VENDOR TOTAL *	524.34	
0018069	00	MUNICIPAL CODE CORP						
00222014		009802	01	10/31/2012	110-1001-411.30-54	ANNUAL FEE	500.00	
						VENDOR TOTAL *	500.00	
0011645	00	MUNICIPAL EMERGENCY		SERVICES				
00352617_SNV		000765	01	10/31/2012	110-4020-422.40-45	SAFETY VESTS	65.65	
00341089_SNV		000766	01	10/31/2012	110-4020-422.40-45	GLOVES	80.69	
00343876_SNV		000767	01	10/31/2012	110-4020-422.40-45	GLOVES	297.87	

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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
0011645	00	MUNICIPAL EMERGENCY SERVICES						
						VENDOR TOTAL *	444.21	
0017664 626351	00	MY CAR WASH 000045	01	10/31/2012	110-6047-512.50-16	CAR WASHES/06/01-09/30/12	88.00	
						VENDOR TOTAL *	88.00	
0005631 2809464	00	NATIONAL FIRE PROTECTION ASSN 000049	01	10/31/2012	110-6047-512.40-98	MEMBERSHIP	165.00	
						VENDOR TOTAL *	165.00	
0002126 932616	00	NATIONAL SAFETY COUNCIL 000137	01	10/31/2012	110-5030-421.60-37	ANNUAL MEMBERSHIP	395.00	
						VENDOR TOTAL *	395.00	
0000392 9705	00	NCL EQPT SPECIALTIES INC 000143	01	10/31/2012	110-6041-432.40-52	SIGNS/POSTS/PAINT	507.40	
						VENDOR TOTAL *	507.40	
0000394 763480	00	NEENAH FOUNDRY CO 009972	01	10/31/2012	110-6041-432.40-08	INLET GRATE	70.00	
						VENDOR TOTAL *	70.00	
0011644 N325517	00	NEPTUNE TECHNOLOGY GROUP INC 000514	01	10/31/2012	510-6052-501.40-68	METERS	4,380.00	
						VENDOR TOTAL *	4,380.00	
0004015 441731	00	NEUCO, INC 000690	01	10/31/2012	110-6041-432.50-01	THERMOSTAT	140.83	
						VENDOR TOTAL *	140.83	
0009496	00	NEXTEL COMMUNICATIONS						
162511511-128	000535		01	10/31/2012	110-6040-431.30-75	MONTHLY MOBILE BILL	67.99	
162511511-128	000536		01	10/31/2012	510-6050-501.30-75	MONTHLY MOBILE BILL	21.76	
162511511-128	000537		01	10/31/2012	510-6055-502.30-75	MONTHLY MOBILE BILL	46.23	
						VENDOR TOTAL *	135.98	
0005845	00	NICOR GAS						
54-23-78-0000	5009710		01	10/31/2012	110-4020-422.30-29	MONTHLY GAS	163.70	
26-13-75-0650	2009762		01	10/31/2012	110-4020-422.30-29	MONTHLY GAS	104.11	
5209073557 3	000179		01	10/31/2012	110-4020-422.30-29	MONTHLY GAS	168.95	
1200340000 4	009764		01	10/31/2012	110-5030-421.30-29	MONTHLY GAS	181.38	
02-25-68-0000	0009711		01	10/31/2012	110-6046-418.30-29	MONTHLY GAS	126.50	
1545680000 0	009765		01	10/31/2012	110-6046-418.30-29	MONTHLY GAS	31.17	
1428340000 1	009766		01	10/31/2012	110-6046-418.30-29	MONTHLY GAS	95.84	
7816640000 8	009999		01	10/31/2012	110-6046-418.30-29	MONTHLY GAS	1,731.01	
39-23-24-0000	0000178		01	10/31/2012	110-7060-451.30-29	MONTHLY GAS	122.00	
7763000144 2	000195		01	10/31/2012	210-8070-452.30-29	MONTHLY GAS	1,787.99	
75-23-24-0000	4009712		01	10/31/2012	510-6056-502.30-29	MONTHLY GAS	151.72	

BANK: 01

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INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0005845	00	NICOR GAS						
52-71-78-0000	8009763		01	10/31/2012	510-6056-502.30-29	MONTHLY GAS	27.28	
2403240000	4 000000		01	10/31/2012	510-6056-502.30-29	MONTHLY GAS	43.41	
43-64-24-0000	6000177		01	10/31/2012	510-6056-502.30-29	MONTHLY GAS	214.36	
53-33-68-0000	7009761		01	10/31/2012	510-6057-502.30-29	MONTHLY GAS	962.03	
53-33-68-0000	7000176		01	10/31/2012	510-6057-502.30-29	MONTHLY GAS	1,250.40	
VENDOR TOTAL *							7,161.85	
0000401	00	NORTH EAST MULTI-REGIONAL TRAINING						
161373	000385		01	10/31/2012	110-5030-421.60-11	TRAINING CLASS	300.00	
161195	000402		01	10/31/2012	110-5030-421.60-11	TRAINING CLASS	375.00	
161292	000403		01	10/31/2012	110-5030-421.60-11	TRAINING CLASS	100.00	
VENDOR TOTAL *							775.00	
0019769	00	NORTHWEST QUARTERLY MAGAZINE						
27867	000538		01	10/31/2012	110-0094-454.60-45	AD	1,306.00	
VENDOR TOTAL *							1,306.00	
0016747	00	NUGENT CONSULTING GRP						
562	009706		01	10/31/2012	110-1001-411.70-06	INS RENEWAL	2,989.50	
562	009708		01	10/31/2012	110-1001-411.70-06	INS RENEWAL	116.50	
562	009699		01	10/31/2012	110-4020-422.70-03	INS RENEWAL	120.50	
562	009698		01	10/31/2012	110-5030-421.70-03	INS RENEWAL	133.50	
562	009700		01	10/31/2012	110-6040-431.70-03	INS RENEWAL	203.00	
562	009697		01	10/31/2012	110-6046-418.70-03	INS RENEWAL	176.50	
562	009707		01	10/31/2012	110-6047-512.70-04	INS RENEWAL	262.50	
562	009701		01	10/31/2012	110-7060-451.70-03	INS RENEWAL	63.50	
562	009702		01	10/31/2012	510-6051-501.70-03	INS RENEWAL	57.00	
562	009703		01	10/31/2012	510-6052-501.70-03	INS RENEWAL	170.50	
562	009704		01	10/31/2012	510-6056-502.70-03	INS RENEWAL	57.00	
562	009705		01	10/31/2012	510-6057-502.70-03	INS RENEWAL	750.00	
VENDOR TOTAL *							5,000.00	
0002228	00	O'HERRON CO INC, RAY - LOMBARD						
0060668-IN	000024		01	10/31/2012	110-5030-421.40-11	UNIFORM SUPPLIES	489.00	
0060602-IN	000404		01	10/31/2012	110-5030-421.40-11	UNIFORM SUPPLIES	325.60	
0061166-IN	000598		01	10/31/2012	110-5030-421.40-98	EVIDENCE SUPPLIES	77.85	
VENDOR TOTAL *							892.45	
0008640	00	OFFICE DEPOT						
626298527001	009820		01	10/31/2012	110-2006-413.40-33	SUPPLIES	78.14	
628089773001	000558		01	10/31/2012	110-2006-413.40-33	SUPPLIES	129.08	
VENDOR TOTAL *							207.22	
0020796	00	OLSON, KEITH						
26802	000048		01	10/31/2012	110-0000-316.00-00	TRANSFER STAMP REFUND	412.50	
VENDOR TOTAL *							412.50	
0000415	00	ORR SAFETY CORP						

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000415	00	ORR SAFETY CORP						
INV2362286		009892	01	10/31/2012	510-6056-502.50-08	GAS MONITOR REPAIR	280.00	
INV2370802		000515	01	10/31/2012	510-6056-502.50-08	PROBES	160.00	
VENDOR TOTAL *							440.00	
0006090	00	PACEWIC, JOHN						
09/27/2012		009941	01	10/31/2012	110-5030-421.60-05	EXPENSE REIMBURSEMENT	13.72	
09/27/2012		009942	01	10/31/2012	110-5030-421.60-11	EXPENSE REIMBURSEMENT	10.00	
09/19/2012		009943	01	10/31/2012	110-5030-421.60-05	EXPENSE REIMBURSEMENT	18.11	
09/19/2012		009944	01	10/31/2012	110-5030-421.60-11	EXPENSE REIMBURSEMENT	10.00	
VENDOR TOTAL *							51.83	
0008717	00	PAT KEAN'S FRIENDLY FORD						
173560		000488	01	10/31/2012	110-6047-512.50-16	TRK/PARTS PD-6,PD-15,PD-	110.38	
VENDOR TOTAL *							110.38	
0000419	00	PATTEN INDUSTRIES INC #774539						
P50C0795423		000095	01	10/31/2012	110-6047-512.50-16	TRK/PARTS PW32	54.02	
P60C0224087		000696	01	10/31/2012	110-6047-512.50-16	FILTERS	27.94	
VENDOR TOTAL *							81.96	
0014509	00	PATTERSON MEDICAL SUPPLY INC						
41588001		000157	01	10/31/2012	110-5030-421.40-98	OTHER SUPPLIES	55.90	
VENDOR TOTAL *							55.90	
0007611	00	PELLEGERINO, NICOLE						
355455		MR	01	10/31/2012	110-0000-115.07-01	PELLEGERINO, NICOLE	50.00	
VENDOR TOTAL *							50.00	
0020764	00	PENN CREDIT						
62171		000711	01	10/31/2012	510-6050-501.30-09	UTILITY COLLECTIONS	39.66	
62170		000710	01	10/31/2012	530-0088-503.30-09	PARKING COLLECTIONS	226.11	
VENDOR TOTAL *							265.77	
0005900	00	PETTIBONE & CO, P F						
26402		000399	01	10/31/2012	110-5030-421.40-11	UNIFORM SUPPLIES	795.75	
VENDOR TOTAL *							795.75	
0016966	00	PITNEY BOWES PURCHASE POWER						
800090900617327000465			01	10/23/2012	110-1001-411.30-49	POSTAGE METER	CHECK #: 159024	1,200.00
800090900617327000466			01	10/23/2012	110-2006-413.30-49	POSTAGE METER	CHECK #: 159024	1,350.00
800090900617327000467			01	10/23/2012	110-2007-413.30-49	POSTAGE METER	CHECK #: 159024	1,250.00
800090900617327000468			01	10/23/2012	110-3015-414.30-49	POSTAGE METER	CHECK #: 159024	1,250.00
800090900617327000469			01	10/23/2012	110-4020-422.30-49	POSTAGE METER	CHECK #: 159024	1,250.00
800090900617327000471			01	10/23/2012	110-4025-424.30-49	POSTAGE METER	CHECK #: 159024	1,250.00
800090900617327000472			01	10/23/2012	110-5030-421.30-49	POSTAGE METER	CHECK #: 159024	750.00
800090900617327000473			01	10/23/2012	110-6040-431.30-49	POSTAGE METER	CHECK #: 159024	750.00
800090900617327000474			01	10/23/2012	110-7060-451.30-49	POSTAGE METER	CHECK #: 159024	250.00
800090900617327000475			01	10/23/2012	530-0088-503.30-49	POSTAGE METER	CHECK #: 159024	1,052.78

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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
0016966	00	PITNEY BOWES PURCHASE POWER						
						VENDOR TOTAL *	.00	10,352.78
0000437	00	PORTER PIPE & SUPPLY CO						
11036957-00	000697		01	10/31/2012	110-6042-433.50-16	CALCIUM TANK PARTS	254.83	
11037043-00	000698		01	10/31/2012	110-6042-433.50-16	CALCIUM TANK PARTS	280.90	
						VENDOR TOTAL *	535.73	
0013302	00	PRECISION CONTROL SYSTEMS OF						
20323	000451		01	10/31/2012	110-5030-421.30-98	MONTHLY MAINT FEE	284.00	
						VENDOR TOTAL *	284.00	
0020729	00	PRISBY, MARY						
1035 SUNSET AVE	000388		01	10/31/2012	110-6041-432.80-15	PUBLIC WALK REIMBURSEMENT	53.13	
						VENDOR TOTAL *	53.13	
0000444	00	PROSAFETY INC						
2/737700	009825		01	10/31/2012	110-6041-432.40-98	SUPPLIES	19.40	
2/737700	009826		01	10/31/2012	110-6043-434.40-98	SUPPLIES	19.40	
2/737700	009827		01	10/31/2012	110-6044-435.40-98	SUPPLIES	19.40	
2/737700	009829		01	10/31/2012	110-6046-418.40-98	SUPPLIES	19.40	
2/737700	009828		01	10/31/2012	110-6047-512.40-98	SUPPLIES	19.40	
2/737700	009830		01	10/31/2012	510-6052-501.40-98	SUPPLIES	19.40	
						VENDOR TOTAL *	116.40	
0020819	00	PURCELL, JULIAN						
213 E SCHILLER	000789		01	10/31/2012	510-6056-502.30-67	SEWER REPAIRS	13,361.00	
						VENDOR TOTAL *	13,361.00	
0020130	00	RAINBOW FARMS ENTERPRISES INC						
30113	000799		01	10/31/2012	110-6043-434.30-78	TREE WASTE DISPOSAL	1,200.00	
						VENDOR TOTAL *	1,200.00	
0020784	00	RANN, RICK						
10182012	009737		01	10/09/2012	110-7060-451.60-65	PROGRAM SPEAKER	CHECK #: 158631	150.00
						VENDOR TOTAL *	.00	150.00
0020810	00	RECYCLE TECHNOLOGIES						
98250	000591		01	10/31/2012	110-6047-512.40-98	ANTIFREEZE	499.00	
						VENDOR TOTAL *	499.00	
0004402	00	REGIONAL TRUCK EQPT CO						
178032	000094		01	10/31/2012	110-6047-512.50-16	AUTO/PARTS E-16	13.72	
						VENDOR TOTAL *	13.72	
0005559	00	REIMAN, MICHAEL						
10/26/2012	000793		01	10/31/2012	110-5030-421.40-98	EXPENSE REIMBURSEMENT	5.76	
10/26/2012	000794		01	10/31/2012	110-5030-421.60-11	EXPENSE REIMBURSEMENT	12.28	
						VENDOR TOTAL *	18.04	
0016821	00	REIMER, RICHARD J & ASSOCS LLC						

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
0016821 15961	00	REIMER, RICHARD J & ASSOCS LLC 000396	01	10/17/2012	760-0000-491.60-59	PROFESSIONAL SVCS	CHECK #: 159021	237.50
						VENDOR TOTAL *	.00	237.50
0020806 10/17/2012	00	REM MANAGEMENT SERVICES, INC 000289	01	10/31/2012	110-2007-413.60-42	PERSONNEL RECRUITMENT	11,662.00	
						VENDOR TOTAL *	11,662.00	
0017945 10/24/2012	00	REYNOLDS, STEVE 000754	01	10/31/2012	110-4020-422.60-86	EXPENSE REIMBURSEMENT	400.00	
						VENDOR TOTAL *	400.00	
0002601 09	00	RJN GROUP 009896	01	10/31/2012	510-6056-502.80-13	PROF ENG SVCS	7,189.15	
						VENDOR TOTAL *	7,189.15	
0005536 121551 121493	00	RUNNION EQPT 000093 000220	01 01	10/31/2012 10/31/2012	110-6047-512.50-16 110-6047-512.50-16	CONTROLS/PW88 TRK/PARTS PW88/STOCK	105.36 690.99	
						VENDOR TOTAL *	796.35	
0000473 289872	00	SAKASH, JOHN CO INC 000101	01	10/31/2012	110-6047-512.50-16	LATCH KIT/PW32	14.79	
						VENDOR TOTAL *	14.79	
0001673 10/02-10/03/12 10/02-10/03/12	00	SCHWEIK, GUY 000408 000409	01 01	10/31/2012 10/31/2012	110-5030-421.60-05 110-5030-421.60-11	EXPENSE REIMBURSEMENT EXPENSE REIMBURSEMENT	11.66 18.00	
						VENDOR TOTAL *	29.66	
0010169 85223	00	SEAWAY SUPPLY 000162	01	10/31/2012	110-6046-418.40-24	JANITORIAL SUPPLIES	418.20	
						VENDOR TOTAL *	418.20	
0005195 38737	00	SELECT METALS 000275	01	10/31/2012	510-6057-502.50-08	PRIMARY #1 REPAIRS	755.00	
						VENDOR TOTAL *	755.00	
0007028 58339 58442 58561 58339 58442 58561 58339 58442 58561	00	SELECT STAFFING 009928 000277 000869 009929 000278 000870 009930 000279 000871	01 01 01 01 01 01 01 01 01	10/31/2012 10/31/2012 10/31/2012 10/31/2012 10/31/2012 10/31/2012 10/31/2012 10/31/2012 10/31/2012	510-6050-501.10-01 510-6050-501.10-01 510-6050-501.10-01 510-6055-502.10-01 510-6055-502.10-01 510-6055-502.10-01 530-0088-503.10-01 530-0088-503.10-01 530-0088-503.10-01	TEMP STAFFING TEMP STAFFING TEMP STAFFING TEMP STAFFING TEMP STAFFING TEMP STAFFING TEMP STAFFING TEMP STAFFING TEMP STAFFING	261.94 261.94 261.94 261.94 261.94 261.94 224.52 224.52 224.52	
						VENDOR TOTAL *	2,245.20	
0020803	00	SEPINA, JOSEPH						

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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
0020803	00	SEPINA, JOSEPH						
346 E CHURCH	000077		01	10/31/2012	510-6056-502.30-90	SEWER LINE REIMBURSEMENT	1,700.00	
						VENDOR TOTAL *	1,700.00	
0000481	00	SERVICE SPRING						
120858	000219		01	10/31/2012	110-6047-512.50-02	TRK/PARTS PW32	2,972.75	
120917	000590		01	10/31/2012	110-6047-512.50-02	TRK/PARTS PW7	1,397.53	
						VENDOR TOTAL *	4,370.28	
0000491	00	SHEMIN NURSERIES						
801229	009954		01	10/31/2012	110-6043-434.40-50	SEEDS	600.00	
						VENDOR TOTAL *	600.00	
0011543	00	SIKICH LLP						
149651	000063		01	10/31/2012	110-2006-413.30-03	AUDIT FEES	1,496.00	
149651	000064		01	10/31/2012	210-8070-452.30-03	AUDIT FEES	272.00	
149651	000065		01	10/31/2012	510-6050-501.30-03	AUDIT FEES	544.00	
149651	000066		01	10/31/2012	510-6055-502.30-03	AUDIT FEES	918.00	
149651	000067		01	10/31/2012	530-0088-503.30-03	AUDIT FEES	170.00	
						VENDOR TOTAL *	3,400.00	
0016891	00	SIMS RECYCLING SOLUTIONS, INC						
ST03505	009746		01	10/31/2012	110-2008-413.30-52	ELECTRONIC RECYCLING	110.25	
						VENDOR TOTAL *	110.25	
0001868	00	SMITH ECOLOGICAL						
15543	000076		01	10/31/2012	510-6057-502.50-08	CL2 ANALYZER	79.11	
						VENDOR TOTAL *	79.11	
0004780	00	SPECIAL T UNLIMITED						
6338	009950		01	10/31/2012	110-5030-421.60-45	FANNY PACKS	368.72	
						VENDOR TOTAL *	368.72	
0008126	00	STERICYCLE INC						
4003702627	000386		01	10/31/2012	110-5030-421.30-98	QUARTERLY SVC	358.86	
						VENDOR TOTAL *	358.86	
0017966	00	STORINO, RAMELLO & DURKIN						
59564	000199		01	10/31/2012	110-0081-415.30-32	PROF SVCS/ELMH 00001	824.25	
59564	000200		01	10/31/2012	110-0081-415.30-36	PROF SVCS/ELMH 00001	22,538.40	
59564	000204		01	10/31/2012	110-0081-415.30-36	PROF SVCS/ELMH 00052	467.60	
59564	000205		01	10/31/2012	110-0081-415.30-36	PROF SVCS/ELMH 00056	1,493.50	
59564	000206		01	10/31/2012	110-0081-415.30-32	PROF SVCS/ELMH 00080	70.00	
59564	000208		01	10/31/2012	110-0081-415.30-36	PROF SVCS/ELMH 00104	945.00	
59564	000209		01	10/31/2012	110-0081-415.30-32	PROF SVCS/ELMH 00107	105.00	
59564	000202		01	10/31/2012	310-0089-461.30-52	PROF SVCS/ELMH 00007	2,791.25	
59564	000203		01	10/31/2012	325-0092-465.30-52	PROF SVCS/ELMH 00019	105.00	
59564	000201		01	10/31/2012	330-0095-465.30-52	PROF SVCS/ELMH 00006	1,826.00	
59564	000207		01	10/31/2012	330-0095-465.30-52	PROF SVCS/ELMH 00086	857.35	

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0017966	00	STORINO, RAMELLO & DURKIN						
						VENDOR TOTAL *	32,023.35	
0000503	00	STREICH & SONS INC, P R						
IN000037323	000592		01	10/31/2012	110-6047-512.50-08	AIR VALVE KIT/ROTARY GREA	440.00	
IN000037360	000593		01	10/31/2012	110-6047-512.50-08	AIR REGULATOR/REPAIR KIT	408.06	
						VENDOR TOTAL *	848.06	
0008443	00	STREICHER'S						
1962669	009778		01	10/31/2012	110-5030-421.40-11	UNIFORM SUPPLIES	47.26	
1965850	000405		01	10/31/2012	110-5030-421.40-11	UNIFORM SUPPLIES	99.00	
						VENDOR TOTAL *	146.26	
0008228	00	SUBURBAN LABORATORIES INC						
21734	000056		01	10/31/2012	510-6051-501.30-33	LAB TESTING	297.00	
22134	000370		01	10/31/2012	510-6051-501.30-33	LAB TESTING	260.00	
22000	000055		01	10/31/2012	510-6057-502.30-33	LAB TESTING	534.00	
21125	000057		01	10/31/2012	510-6057-502.30-33	LAB TESTING	417.00	
22295	000687		01	10/31/2012	510-6057-502.30-33	LAB TESTING	432.00	
						VENDOR TOTAL *	1,940.00	
0002765	00	SUBURBAN WELDING & STEEL, LLC						
51826	000589		01	10/31/2012	110-6047-512.50-16	TRK/PARTS TRK#2	75.00	
						VENDOR TOTAL *	75.00	
0004998	00	SUCHODOLSKI ELIZABETH						
000001433	UT		01	10/31/2012	510-0000-113.02-00	UB CR REFUND	11.20	
						VENDOR TOTAL *	11.20	
0019418	00	SURE LUBRICANTS-A RELADYNE CO						
5263720-00	009934		01	10/31/2012	510-6052-501.40-67	WATER METER PARTS	420.00	
						VENDOR TOTAL *	420.00	
0009845	00	SYNAGRO CENTRAL						
20-106886	000068		01	10/31/2012	510-6057-502.30-58	SLUDGE HAULING	3,952.80	
						VENDOR TOTAL *	3,952.80	
0017642	00	T & T TOOLS, INC						
58962	009819		01	10/31/2012	110-6040-431.40-98	TOOLS	68.00	
58962	009818		01	10/31/2012	510-6050-501.40-98	TOOLS	68.00	
						VENDOR TOTAL *	136.00	
0005190	00	TAMELING INDUSTRIES INC						
0081796-IN	009975		01	10/31/2012	110-6041-432.40-48	STONE	760.42	
						VENDOR TOTAL *	760.42	
0000877	00	TANNEHILL, ROBERT A						
10/2-5/12	009739		01	10/10/2012	760-0000-491.60-59	EXPENSE REIMBURSEMENT	CHECK #: 159002	581.16
						VENDOR TOTAL *	.00	581.16
0014235	00	TEAM SALES LTD						

PREPARED 10/29/2012, 11:23:17
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 10/31/2012 CHECK DATE: 11/08/2012

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
0014235 16056	00	TEAM SALES LTD 000406	01	10/31/2012	110-5030-421.40-11	UNIFORM SUPPLIES	160.00	
						VENDOR TOTAL *	160.00	
0000523 71857-00 72641-00 71857-00 72641-00 72641-00 72641-00	00	TERMINAL SUPPLY CO 000090 000147 000091 000146 000148 000149	01	10/31/2012	110-5030-421.40-98 110-6041-432.40-98 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.40-98 510-6052-501.40-98	RESTOCKING SUPPLIES SUPPLIES RESTOCKING SUPPLIES SUPPLIES SUPPLIES SUPPLIES	59.44 34.36 59.44 60.72 34.36 34.35	
						VENDOR TOTAL *	282.67	
0000525 70109123 70109124	00	TERRACE SUPPLY CO 000088 000089	01	10/31/2012	110-6047-512.50-16 110-6047-512.40-98	SUPPLIES/STOCK FITTINGS	22.92 18.32	
						VENDOR TOTAL *	41.24	
0005344 10/18-10/19/12	00	TERRY, DANIEL 000372	01	10/31/2012	110-5030-421.60-11	EXPENSE REIMBURSEMENT	19.27	
						VENDOR TOTAL *	19.27	
0015598 62512	00	THE SAINT FRANCIS GROUP 009795	01	10/31/2012	110-5030-421.60-01	ANIMAL CONTROL	25.00	
						VENDOR TOTAL *	25.00	
0007683 101312	00	THE TROLLEY CAR & BUS CO 000820	01	10/31/2012	110-7060-451.60-39	SCHOOLHOUSE EVENT	400.00	
						VENDOR TOTAL *	400.00	
0010869 P41880470101 P42049250101	00	TIGERDIRECT INC 000283 000784	01	10/31/2012	110-2008-413.40-72 110-2008-413.40-72	KVM SWITCHES COMPUTER HARDWARE	891.97 259.52	
						VENDOR TOTAL *	1,151.49	
0010950 10/02-10/14/12	00	TIMMONS, CHRISTIN 009782	01	10/31/2012	110-5030-421.60-11	EXPENSE REIMBURSEMENT	26.50	
						VENDOR TOTAL *	26.50	
0015926 100212-01	00	TOPARCO, LLC 000440	01	10/23/2012	510-6057-502.80-20	PRIMARY 1 BLAST/PAINT	CHECK #: 159022	5,160.00
						VENDOR TOTAL *	.00	5,160.00
0000533 75032	00	TRAFFIC CONTROL & PROTECTION 000158	01	10/31/2012	110-6041-432.40-52	SIGNS/POSTS/PAINT	133.00	
						VENDOR TOTAL *	133.00	
0000532 0000056117	00	TRAFFIC CONTROL CORP 009846	01	10/31/2012	110-6044-435.40-60	T-SIGNAL PARTS	1,610.00	

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0000532	00	TRAFFIC CONTROL CORP						
						VENDOR TOTAL *	1,610.00	
0000535	00	TRANS UNION LLC						
09200856	009909		01	10/31/2012	110-5030-421.30-98	CREDIT BUREAU SVC	45.00	
09200861	009910		01	10/31/2012	110-5030-421.30-98	CREDIT BUREAU SVC	35.56	
						VENDOR TOTAL *	80.56	
0005044	00	TRANSYSTEMS CORP						
INV-0002336369	000013		01	10/31/2012	110-6041-432.80-15	PROF ENG SVCS	201.45	
INV-0002336380	000078		01	10/31/2012	110-6041-432.80-15	PROF ENG SVCS	2,824.99	
INV-0002333860	000014		01	10/31/2012	110-6048-513.80-25	PROF ENG SVCS	17,186.50	
						VENDOR TOTAL *	20,212.94	
0000536	00	TREE TOWNS REPROGRAPHICS, INC						
0000182027	009904		01	10/31/2012	110-7060-451.60-44	EXHIBIT GRAPHICS	225.00	
0000182027	009905		01	10/31/2012	110-7060-451.60-44	CRATE LABELS	51.00	
0000182432	000821		01	10/31/2012	110-7060-451.60-44	EXHIBIT GRAPHICS	137.50	
0000182258	000822		01	10/31/2012	110-7060-451.60-44	BANNER	518.75	
0000182633	000823		01	10/31/2012	110-7060-451.60-44	GRAPHIC PANEL	181.00	
						VENDOR TOTAL *	1,113.25	
0002491	00	TUREK, THOMAS W						
10/02-10/04/12	009785		01	10/31/2012	760-0000-491.60-59	EXPENSE REIMBURSEMENT	407.38	
						VENDOR TOTAL *	407.38	
0020258	00	TWIST OFFICE PRODS						
626459-0	009849		01	10/31/2012	110-4020-422.40-98	PAPER SUPPLIES	127.92	
						VENDOR TOTAL *	127.92	
0020636	00	TYCO INTEGRATED SECURITY LLC						
81763720	000082		01	10/31/2012	110-4021-425.30-98	QUARTERLY BILLING	9,138.21	
81763741	000269		01	10/31/2012	110-7060-451.30-98	ANNUAL SVC CHARGE	679.82	
81763650	000270		01	10/31/2012	110-7060-451.30-98	SECURITY SVCS	174.80	
						VENDOR TOTAL *	9,992.83	
0020663	00	U S RADAR, INC						
8952	009908		01	10/31/2012	110-5030-421.50-08	RADAR REPAIR	55.00	
						VENDOR TOTAL *	55.00	
0015470	00	UNIFORMITY INC						
IN212234	000755		01	10/31/2012	110-4020-422.40-62	UNIFORM SUPPLIES	35.00	
IN212096	000756		01	10/31/2012	110-4020-422.40-62	UNIFORM SUPPLIES	48.00	
IN212540	000757		01	10/31/2012	110-4020-422.40-62	UNIFORM SUPPLIES	147.75	
IN212502	000758		01	10/31/2012	110-4020-422.40-62	UNIFORM SUPPLIES	30.95	
IN212239	000759		01	10/31/2012	110-4020-422.40-62	UNIFORM SUPPLIES	105.00	
IN211852	000760		01	10/31/2012	110-4020-422.40-62	UNIFORM SUPPLIES	115.95	
IN212277	000761		01	10/31/2012	110-4020-422.40-62	UNIFORM SUPPLIES	71.90	
IN212095	000762		01	10/31/2012	110-4020-422.40-62	UNIFORM SUPPLIES	86.85	

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
0015470	00	UNIFORMITY INC						
IN212098	000763		01	10/31/2012	110-4020-422.40-62	UNIFORM SUPPLIES	136.00	
IN212233	000764		01	10/31/2012	110-4020-422.40-62	UNIFORM SUPPLIES	70.00	
VENDOR TOTAL *							847.40	
0003709	00	UNIQUE PRODUCTS & SERV CORP						
247586	000151		01	10/31/2012	110-6041-432.40-98	SUPPLIES	20.91	
247586	000152		01	10/31/2012	110-6043-434.40-98	SUPPLIES	20.91	
247586	000153		01	10/31/2012	110-6044-435.40-98	SUPPLIES	20.91	
247586	000150		01	10/31/2012	110-6046-418.40-24	SUPPLIES	163.10	
247586	000154		01	10/31/2012	110-6046-418.40-98	SUPPLIES	20.91	
248417	000816		01	10/31/2012	110-6046-418.40-24	SUPPLIES	384.65	
247586	000155		01	10/31/2012	110-6047-512.40-98	SUPPLIES	20.92	
247586	000156		01	10/31/2012	510-6052-501.40-98	SUPPLIES	20.92	
VENDOR TOTAL *							673.23	
0005115	00	UNIVERSAL TAXI DISPATCH, INC						
8575	009732		01	10/31/2012	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	293.20	
8575	009733		01	10/31/2012	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	13.40	
VENDOR TOTAL *							306.60	
0006266	00	UNTOUCHABLE AUTO WASH						
SEPT 2012	009906		01	10/31/2012	110-6047-512.50-16	CAR WASHES	152.00	
VENDOR TOTAL *							152.00	
0017465	00	UPS SHIPPER 5A30E3						
00005A30E3402	000144		01	10/31/2012	110-5030-421.30-49	POSTAGE	32.27	
00005A30E3412	000559		01	10/31/2012	110-5030-421.30-49	SHIPPING FEE	8.47	
00005A30E3412	000560		01	10/31/2012	510-6057-502.40-98	SHIPPING FEE	134.31	
VENDOR TOTAL *							175.05	
0000550	00	URICK, EUGENIE						
09/16-09/30/12	009694		01	10/31/2012	110-0086-453.30-52	CATV PROF SVCS	804.00	
10/01-10/16/12	000239		01	10/31/2012	110-0086-453.30-52	CATV PROF SVCS	720.25	
VENDOR TOTAL *							1,524.25	
0013872	00	VANGUARD SECURITY CO						
13596	000435		01	10/31/2012	110-6046-418.50-01	DUCT DETECTOR REPAIR	359.50	
13611	000436		01	10/31/2012	110-6046-418.50-01	DUCT DETECTOR REPAIR	372.60	
VENDOR TOTAL *							732.10	
0020762	00	VANOSDELL, BARBARA J						
10/11/2012	000470		01	10/31/2012	110-6040-431.30-52	PROFESSIONAL SVCS	570.00	
VENDOR TOTAL *							570.00	
0020807	00	VENABLE, DEBORAH						
26731	000395		01	10/31/2012	110-0000-316.00-00	TRANSFER STAMP REFUND	1,485.00	
VENDOR TOTAL *							1,485.00	
0014788	00	VERIZON WIRELESS						

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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
0014788	00	VERIZON WIRELESS						
2811408031	000728		01	10/31/2012	110-1001-411.30-75	MONTHLY MOBILE BILL	86.08	
2811408031	000729		01	10/31/2012	110-2007-413.30-75	MONTHLY MOBILE BILL	47.56	
2811408031	000730		01	10/31/2012	110-2008-413.30-75	MONTHLY MOBILE BILL	338.47	
2811408031	000731		01	10/31/2012	110-2008-413.30-98	MONTHLY MOBILE BILL	1,297.81	
2811408031	000726		01	10/31/2012	110-4020-422.30-75	MONTHLY MOBILE BILL	254.54	
2811408031	000727		01	10/31/2012	110-4022-423.30-75	MONTHLY MOBILE BILL	50.98	
2811408031	000733		01	10/31/2012	110-4025-424.30-75	MONTHLY MOBILE BILL	118.70	
2811408031	000732		01	10/31/2012	110-5030-421.30-75	MONTHLY MOBILE BILL	1,447.35	
2811408031	000723		01	10/31/2012	110-6040-431.30-75	MONTHLY MOBILE BILL	915.83	
2811408031	000724		01	10/31/2012	510-6050-501.30-75	MONTHLY MOBILE BILL	293.07	
2811408031	000725		01	10/31/2012	510-6055-502.30-75	MONTHLY MOBILE BILL	622.76	
						VENDOR TOTAL *	5,473.15	
0000559	00	VIKING AWARDS						
24578A	000134		01	10/31/2012	110-5030-421.60-14	DARE T-SHIRTS	3,415.00	
						VENDOR TOTAL *	3,415.00	
0020550	00	VIKING CHEMICAL CO						
235686	000054		01	10/31/2012	510-6057-502.40-10	SULFUR DIOXIDE	880.00	
						VENDOR TOTAL *	880.00	
0000560	00	VILLA PARK ELECTRICAL SUPPLY						
01801409	009749		01	10/31/2012	110-2008-413.40-31	DATA-COM CAT-5	14.48	
01801341	000453		01	10/31/2012	110-5030-421.50-01	LAMPS/DRYWALL KIT	89.59	
01801209	000455		01	10/31/2012	110-5030-421.50-01	ROOM RENOVATION	10.24	
01801887	000457		01	10/31/2012	110-5030-421.50-01	RETURNED MERCANDISE	59.95	
01802903	000686		01	10/31/2012	110-6041-432.40-62	UNIFORM SUPPLIES	129.60	
01801094	009845		01	10/31/2012	110-6044-435.40-70	CONDUIT	15.02	
						VENDOR TOTAL *	198.98	
0006095	00	VITAL SIGNS USA INC						
81432	000824		01	10/31/2012	110-7060-451.60-44	RTA VINYL	75.00	
						VENDOR TOTAL *	75.00	
0014231	00	WALDENMEYER, NICHOLAS						
10/01-10/03/12	009780		01	10/31/2012	110-5030-421.60-05	EXPENSE REIMBURSEMENT	56.41	
10/01-10/03/12	009781		01	10/31/2012	110-5030-421.60-11	EXPENSE REIMBURSEMENT	6.75	
10/18/2012	000599		01	10/31/2012	110-5030-421.60-05	EXPENSE REIMBURSEMENT	11.66	
10/18/2012	000600		01	10/31/2012	110-5030-421.60-11	EXPENSE REIMBURSEMENT	10.00	
						VENDOR TOTAL *	84.82	
0005071	00	WALKER RESTORATION CONSULTANTS						
31734110004	000781		01	10/31/2012	530-0088-503.30-26	PROFESSIONAL SVCS	2,013.30	
						VENDOR TOTAL *	2,013.30	
0020552	00	WASTE MANAGEMENT-SWEEPING						
3179648-2354-4	009736		01	10/05/2012	110-6041-432.30-98	STREET SWEEPING		CHECK #: 158630
3179824-2354-1	000770		01	10/31/2012	110-6041-432.30-98	STREET SWEEPING		640.00
							19,460.00	

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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
0020552	00	WASTE MANAGEMENT-SWEEPING						
						VENDOR TOTAL *	19,460.00	640.00
0015717	00	WENTWORTH TIRE-BENSENVILLE						
417983	000087		01	10/31/2012	110-6047-512.50-20	TIRES/PW166,PW74	75.99	
418003	000583		01	10/31/2012	110-6047-512.50-20	TIRES/PW7	2,266.18	
418002	000586		01	10/31/2012	110-6047-512.50-20	TIRES/PW7	207.00	
						VENDOR TOTAL *	2,549.17	
0000881	00	WESCO RECEIVABLES CORP						
381476	000139		01	10/31/2012	510-6057-502.50-10	WTP WEATHER STATIONS	93.22	
381475	000367		01	10/31/2012	510-6057-502.50-10	WEATHER STATION REPAIR	20.11	
708853	000462		01	10/31/2012	510-6057-502.50-13	LIGHT BULBS	92.04	
						VENDOR TOTAL *	205.37	
0000573	00	WEST AUTOMOTIVE SERVICE INC						
47176	000086		01	10/31/2012	110-6047-512.50-02	TRK/PARTS PD-11	138.00	
						VENDOR TOTAL *	138.00	
0000576	00	WEST SUBURBAN OP, INC.						
135374	000704		01	10/31/2012	110-0094-454.40-33	CALENDARS	16.47	
135141	000260		01	10/31/2012	110-1001-411.40-33	SUPPLIES	84.02	
135141	000263		01	10/31/2012	110-1001-411.40-33	SUPPLIES	32.11	
135083	009938		01	10/31/2012	110-2006-413.40-33	CD/DVD MAILER	8.34	
135224.1	000214		01	10/31/2012	110-2006-413.40-33	SUPPLIES	9.77	
135224	000215		01	10/31/2012	110-2006-413.40-33	SUPPLIES	193.45	
135141	000262		01	10/31/2012	110-2007-413.40-33	SUPPLIES	49.83	
134832	009768		01	10/31/2012	110-2008-413.40-73	TONER CARTRIDGE	71.06	
135141	000261		01	10/31/2012	110-2008-413.40-73	SUPPLIES	40.67	
133245	009770		01	10/31/2012	110-4025-424.40-33	PEN/LEAD REFILLS/STENO	19.76	
135490	000705		01	10/31/2012	110-4025-424.40-33	CALENDARS	71.20	
134732	009771		01	10/31/2012	110-5030-421.40-33	TAPE CARTRIDGE/ENVELOPE	53.89	
134732	009772		01	10/31/2012	110-5030-421.40-31	KEY CABINET	149.34	
4527CM	009773		01	10/31/2012	110-5030-421.40-33	RETURNED MERCHANDISE	15.95	
134961	009939		01	10/31/2012	110-5030-421.40-33	SUPPLIES	107.81	
135346	000400		01	10/31/2012	110-5030-421.40-33	NAME LETTERS	17.50	
135275	000401		01	10/31/2012	110-5030-421.40-33	NOTE REFILLS/DRY ERASE	55.08	
135458	000792		01	10/31/2012	110-5030-421.40-33	DRY ERASE BOARD	33.98	
135011	009936		01	10/31/2012	110-6040-431.40-33	SUPPLIES	38.26	
135100	000212		01	10/31/2012	110-6040-431.40-33	SUPPLIES	6.43	
135224	000216		01	10/31/2012	110-6040-431.40-33	SUPPLIES	29.96	
135374	000703		01	10/31/2012	110-6040-431.40-33	CALENDARS	197.05	
135380	000706		01	10/31/2012	110-6047-512.40-98	STAND	26.77	
134920	009901		01	10/31/2012	110-7060-451.40-33	SUPPLIES	144.31	
134932	009902		01	10/31/2012	110-7060-451.40-98	EASEL	51.44	
135125	009769		01	10/31/2012	510-6050-501.40-33	ANNUAL CALENDAR	9.51	
135011	009937		01	10/31/2012	510-6050-501.40-33	SUPPLIES	38.26	
135100	000213		01	10/31/2012	510-6050-501.40-33	SUPPLIES	6.43	
						VENDOR TOTAL *	1,546.75	
0004668	00	WEST TOWN REFRIGERATION						

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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
0004668 114125	00	WEST TOWN REFRIGERATION 000534	01 10/31/2012	110-5030-421.30-98	MONTHLY MAINT FEE	525.00	
					VENDOR TOTAL *	525.00	
0008459 130005391	00	WESTMONT INTERIOR SUPPLY HOUSE 000437	01 10/31/2012	110-5030-421.50-01	CEILING REPAIR	62.57	
					VENDOR TOTAL *	62.57	
0002838 000195641 000195850 000195954 000195718 000196094	00	WHOLESALE DIRECT 000085 000519 000520 000521 000817	01 10/31/2012 01 10/31/2012 01 10/31/2012 01 10/31/2012 01 10/31/2012	110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16	TRK/PARTS PW39 DURA/KLEAR BLADES DURA/KLEAR BLADES TRK/PARTS PW39 PARTS/SUPPLIES	236.02 173.40 84.92 201.71 264.69	
					VENDOR TOTAL *	960.74	
0020820 70884	00	WINTERS LANDSCAPE SERVICES 000786	01 10/31/2012	510-6052-501.80-12	PAVER RESTORATION	1,800.00	
					VENDOR TOTAL *	1,800.00	
0001041 070884	00	WRIGHT, STEVE 000132	01 10/31/2012	110-5030-421.60-08	EXPENSE REIMBURSEMENT	19.31	
					VENDOR TOTAL *	19.31	
0014840 10/04/2012	00	YORK HIGH SCHOOL GRAPHIC ARTS DEPT 009779	01 10/31/2012	110-5030-421.30-50	PRINTING SVCS	15.00	
					VENDOR TOTAL *	15.00	
0000582 1296520-1 1297576-1	00	ZENGER'S INDUSTRIAL SUPPLY 000084 000582	01 10/31/2012 01 10/31/2012	110-6047-512.40-53 110-6047-512.50-16	SMALL TOOLS TRK/PARTS PW32	56.97 38.06	
					VENDOR TOTAL *	95.03	
0000583 30499300 30498923	00	ZEP SALES & SERVICE 000159 009931	01 10/31/2012 01 10/31/2012	110-6046-418.40-24 510-6057-502.40-24	JANITORIAL SUPPLIES SUPPLIES	201.82 217.75	
					VENDOR TOTAL *	419.57	
0009183 19817 19817	00	303 TAXI 009800 009801	01 10/31/2012 01 10/31/2012	110-0083-443.60-49 110-0083-443.60-19	SENIOR CITIZEN TAXI SVC DISABLED CITIZEN TAXI SVC	3,009.60 192.20	
					VENDOR TOTAL *	3,201.80	
					HAND ISSUED TOTAL ***		160,952.70
					TOTAL EXPENDITURES ****	1,667,385.61	160,952.70
				GRAND TOTAL *****			1,828,338.31



CITY OF ELMHURST

209 NORTH YORK STREET
ELMHURST, ILLINOIS 60126-2759
(630) 530-3000
www.elmhurst.org

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

October 24, 2012

To: Members of the City Council

Re: Appointment to the Zoning and Planning Commission – Dean O'Brien

At the regular meeting of the Elmhurst City Council on Monday, October 15, 2012 Ms. Angela Villegas was appointed to the Zoning & Planning Commission. Ms. Villegas has informed City staff that she will regretfully be unable to serve on the Commission at this time.

With your advice and consent I will appoint Mr. Dean O'Brien to the Zoning and Planning Commission, replacing Ms. Villegas. Mr. O'Brien's resume is attached for your consideration and his term will expire on February 20, 2017.

Respectfully submitted,

Peter P. DiCianni III
Mayor

Copies To All
Elected Officials

11/01/2012



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CITY MANAGER

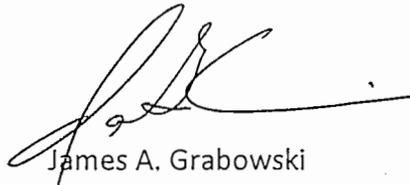
November 1, 2012

To: Mayor DiCianni and Members of the City Council

Re: North York Plan – Aldermen Polomsky & Leader

It is respectfully requested that the attached request from Aldermen Polomsky and Leader that the City consider developing a North York Plan to include design guidelines, like the Downtown Plan, addressing thirteen categories listed therein 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
11/01/2012

October 31, 2012

To: City Manager Grabowski and Mayor DiCianni

From: Alderman Dannee Polomsky and Alderman Norman Leader

Re: North York development

As redevelopment continues within North York TIF boundaries, we are asking City Council to establish parameters to help define this area with a North York Plan. Like the existing Downtown Plan, we believe the creation of a North York Plan will serve as a guide yet have enough flexibility to allow development to be market-driven.

We think the North York Plan should include design guidelines, like the Downtown Plan, addressing the following 13 categories:

- Building scale
- Building bulk & proportion
- Building placement and orientation
- Architectural style
- Building materials
- Doors and entrances
- Windows
- Rear yards and facades
- Rooflines and parapets
- Awnings and canopies
- Lighting
- Signage
- Parking facilities

We are asking the Council to craft details within these categories differently from the Downtown Plan to allow for a unique, yet complementary, look and design on the north side of town. For example, we have the opportunity to consider uniform signage or street lighting with a distinctive design.

Additionally, we are asking for the following to be incorporated:

- Bike-friendly and pedestrian-friendly design
- Bioretention, particularly along the Interstate 290 ramp, where flooding has been a problem

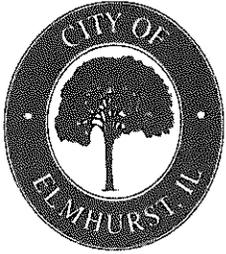
We request that the City hold an open house as an opportunity for residents to voice their opinions and suggestions for this area of town so they may be incorporated into a Plan.

Please refer this to the appropriate committee for review.

Respectfully submitted,

Dannee Polomsky, Alderman 3rd Ward

Norman Leader, Alderman, 2nd Ward



CITY OF ELMHURST

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ELMHURST, ILLINOIS 60126-2759

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JAMES A. GRABOWSKI
CITY MANAGER

October 24, 2012

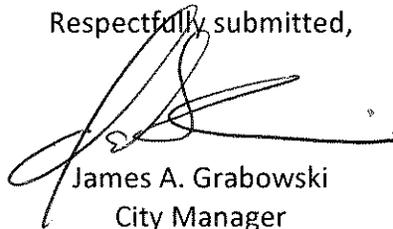
To: Mayor DiCianni and Members of the City Council

Re: Liquor License Change – Tannins

Attached please find a request from Joe Leonardo, owner of Tannin's Wine Bar & Boutique, wherein they request approval to replace their current Class WBB liquor license with a Class WBBS liquor license for 112 N. York St.

Therefore, it is respectfully requested that the City Council authorize the Public Affairs and Safety Committee to consider increasing the Elmhurst Municipal Code authorized number of liquor licenses in the category of WBBS and decreasing the number of authorized liquor licenses in the category of WBB.

Respectfully submitted,



James A. Grabowski
City Manager

Copies To All
Elected Officials

11/01/2012

Memo

To: James A. Grabowski, City Manager
From: Erin K. Van De Walle, Deputy Clerk/FOIA Officer
Date: 10/24/2012
Re: Tannins

I spoke with Joe Leonardo, owner of Tannin's Wine Bar & Boutique, 112 N. York St. earlier today about "upgrading" his liquor license to the Classification WBBS. Currently Tannin's holds a Class WBB license which allows the following:

A Class "WBB" liquor license shall authorize the retail sale of bottled wines and premium beers only, and only in the original package in an establishment that specializes principally in fine bottled wines and not for consumption on the premises where sold, provided, however that a "WBB" liquor license shall also authorize the sale of wine and premium beers by the glass, for consumption on the premises subject to the following conditions:

- (1) Seating for patrons consuming wine or premium beer on the premises is limited to the lesser of three percent of the total square footage of the licensed premises or sixty (60) seats;
- (2) The principal stock in trade of such establishment is fine wines and premium beers, with ancillary sales being limited to wine-related accessories, small packages of gourmet food products and specialty gift products, such as fine food accessories;
- (3) The size of the establishment does not exceed three thousand (3,000) square feet in total area. A "WBB" liquor license shall not be granted or retained for any premises whose primary business is that of a convenience store.

Tannin's would now like to offer spirits for sale by the glass, for consumption on the premises only as is allowed under the WBBS Classification as outlined below:

A Class "WBBS" liquor license shall authorize the retail sale of bottled wines and premium beers in the original package in an establishment that specializes principally in fine bottled wines and not for consumption on the premises where sold, provided, however, that a "WBBS" liquor license shall further authorize the sale of wine, premium beers and spirits by the glass, for consumption on the premises, subject to the following conditions:

- (1) Seating for patrons consuming wine or premium beer on the premises is limited to the lesser of three percent of the total square footage of the licensed premises or sixty (60) seats;
- (2) The principal stock in trade of such establishment is fine wines and premium beers, with ancillary sales being limited to spirits by the glass, wine-related accessories, small packages of gourmet food products and specialty gift products, such as fine food accessories; and
- (3) The size of the establishment does not exceed three thousand (3,000) square feet in total area. A "WBBS" liquor license shall not be granted or retained for any premises whose primary business is that of a convenience store.

From: "Joe Leonardo"
To: <erin.vandewalle@elmhurst.org>
CC: "Jane Leonardo"
Date: 10/24/2012 9:49 AM
Subject: WBBS License

Hi Erin,

It is my wish to upgrade my current license (which allows us to serve and sell retail: beer and wine) to a WBBS license, which would also allow us to serve (but not sell retail) liquor/spirits as well.

I understand that there is an additional charge for this license upgrade, and that the costs will be prorated to reflect the months for which this addition was not included. Please forward me information outlining the process required to make this happen including important dates, fees, etc. as we discussed on the phone.

As always, thank you for your professionalism, helpfulness, and courtesy.

Sincerely,

Joe Leonardo

Tannins Wine Bar & Boutique

112 N. York St.

Elmhurst, IL 60126

630-834-4800

joe@tanninswine.com



CITY OF ELMHURST

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

November 1, 2012

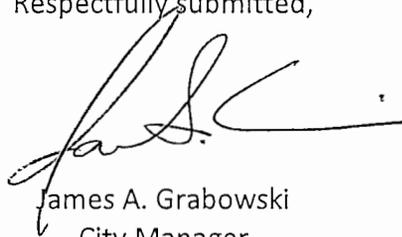
To: Mayor DiCianni and Members of the City Council

Re: Liquor License Request WYR Restaurants, LLC

Attached please find a request from a new business concept from WYR Restaurants LLC, wherein they advise of their intent to follow proper City of Elmhurst process for approval of a City liquor license for an American English Pub & Restaurant at 116 S. York Street.

Therefore, it is respectfully requested that the City Council authorize the Public Affairs and Safety Committee to consider increasing the Elmhurst Municipal Code authorized number of liquor licenses in the classification RL which would, if approved, allow WYR Restaurants, LLC to be considered for a liquor license.

Respectfully submitted,



James A. Grabowski
City Manager

Copies To All
Elected Officials

11/01/2012

October 29, 2012

City Manager
James A. Grabowski
Elmhurst, IL

Dear Mr. Grabowski,

The intentions of this letter is to introduce our business and request the addition of a Class "RL" liquor license for our establishment.

Over the past few weeks we have been working with Mr. Frank Catalano with the intentions of opening a restaurant at 116 S. York Street, the former Bleeding Heart Bakery and current Smoothie Factory locations.

Our intentions are to turn the bakery side into a 'grab & go' form of a café. With a variety of coffee, tea, danish, breakfast sandwiches, ext. Tentative hours of operation would be 6:00am til 11:00am Monday thru Friday.

The smoothie factory side would be converted into a sit down restaurant with a full service bar. We would be open for lunch and dinner seven days a week as well as dine in breakfast on Friday, Saturday & Sunday mornings. The bar would remain open later into the night with an array of craft beers, custom cocktails and a late night dinner menu.

The concept we feel is the best fit for the immediate down town area as well as the residence of Elmhurst, with out directly competing with the already existing establishments, is a modern American English Restaurant & Pub. Our menu would consist of traditional English foods like Bangers & Mash, Fish & Chips, Sheppard's Pie, ext. with a modern American twist. Keeping with the English pub origin we hope it's understandable why a full service liquor license is vital to our business as is with most restaurants.

I have attached a preliminary floor plan as well as a copy of the menu. A full business plan will be complete shortly as well as background check and liquor license applications.

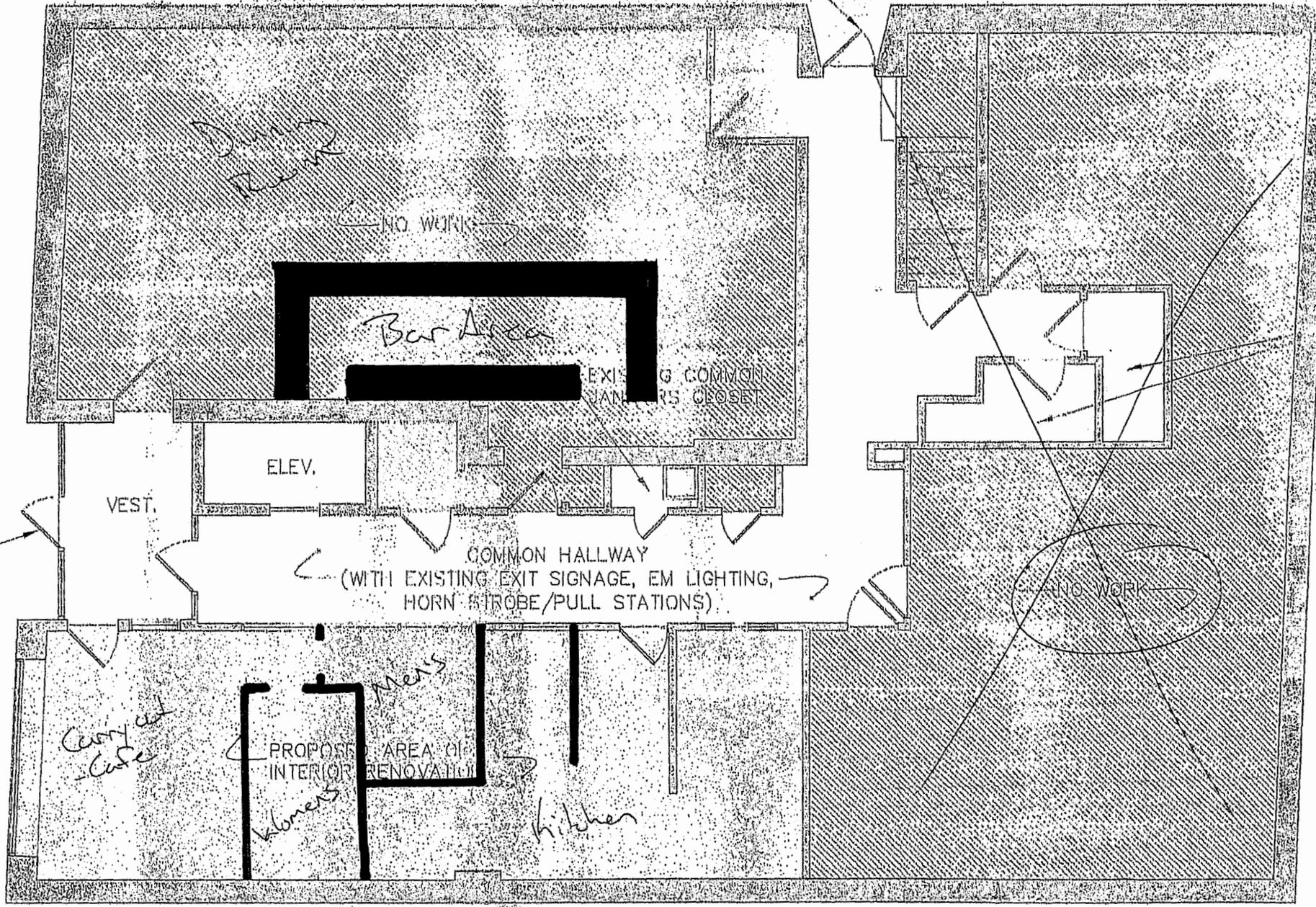
I want to thank you for your time and we hope to look forward to doing business within The City of Elmhurst.

Sincerely,
Lawrence Gunther



Business Development Coordinator
WYR Restaurants, LLC
630-853-4854

ENTRANCE / FRONT



1 EXISTING FIRST FLOOR / KEY PLAN
 SCALE: 1/8" = 1'-0"



~~at 10~~
 36-44 Dining Seats
 16-18 Seats at Bar

COMPLIANT W/ ACCESS SL.

Snacks & Starters

Scotch Eggs - Two hard boiled eggs wrapped in sausage, breaded and deep fried

Pickled Veggies - A blend of cauliflower, carrot, cucumber, red onion

House Chips - Home made chipotle ranch chips

English Nachos - Our house chips, covered in chili, cheddar cheese, onion & sour cream

Beer Cheese Dip - Boddingtons sharp cheddar cheese. Served with crispy baguette

Bangers Dip - English sausage blended in Boddingtons sharp cheddar cheese sauce. Served with crispy baguette

Onion Ring Platter - Guinness beer battered and served with spicy aioli and horseradish mayo

Hot Mustard Pretzels - Soft mustard spice pretzel bites

Soups & Salads

Prosciutto Pear Salad - Mixed greens with prosciutto, ripe pears, red onion in raspberry vinaigrette

House Salad - Tossed with mixed greens, tomato, cucumber, red onion, zaatar & choice of dressing

Tomato & Onion - Thick cut tomato, red onion, fresh mozzarella in olive oil

Chili - Our home recipe made with beef, pulled turkey and bacon. In a cup or bowl

Soup of the Day - In a cup or a bowl

Sandwiches & Stuff

All American - Hand packed ½ lb ground beef patty with American cheese, shaved romaine, tomato, onion, pickle, ketchup & mustard. Served with skinny fries

English P.U.B. - Prosciutto & Urgelia cheese Burger packed to ½ lb, topped with grilled mushrooms. Served with skinny fries

Classic Chicken - Standard chicken breast, grilled and topped with shaved romaine, tomato, melted cheddar and horseradish mayo. Served with skinny fries

Welsh Chicken - Hammered thin chicken breast with grilled red onion, mushroom & tomato, Swiss cheese & slaw on a hoagie roll. Served with house chips

BLT Sliders - Apple wood smoked bacon, shaved romaine, thin tomato slices with horseradish mayo on English muffin. Served with house chips. 2 or 4

Turkey Sliders - Pulled turkey, Swiss cheese, avocado and topped with slaw on English muffin. Served with house chips. 2 or 4

Dirty Dog - Giant dog with cheddar cheese, covered in ground beef, wrapped in bacon & topped with sour kraut & mustard on a hoagie roll. Served with skinny fries

Favorites

Bangers & Mash - Grilled sausage with creamy mashed potatoes and gravy. Side of pickled veggie medley.

Classic Fish n Chips - Beer battered fish with lemon tartar and house chips

Sheppard's Pie - Beef ragu topped with cream corn, mashed potatoes & cheddar cheese

Rabbit - Oven baked rabbit with creamy mashed potatoes and gravy. Served with side of pickled veggie medley.

Duck Wings - Four spicy or tangy BBQ duck wings sprinkled with peanuts & cilantro. Served with cool garlic ranch sauce. (when available)

Turkey Leg - Giant turkey leg slow cooked to perfection. Served with mashed, house chips or skinny fries

Breakfast

The Tradition - Two over easy eggs, two strips of bacon, one banger, baked beans, grilled mushrooms and thick cut tomatoes with an English muffin

Bangerang - Two grilled bangers, two eggs any style, English potatoes & English muffin

Ello Bobby - Three eggs any style, two bangers, ½ order of biscuits & gravy & English potatoes. Served with toast or English muffin

Chicken & Waffles - Fried chicken with a stack of waffles covered in maple syrup and sausage gravy. Served with toast or English muffin

Bangers & Waffles - Two grilled sausages with a stack of waffles, butter and maple syrup. Served with English potatoes

Biscuits & Gravy - Home made biscuits covered in sausage gravy. ½ or full order. Served with English potatoes

English Toast - Covered in butter, maple syrup and cinnamon. Served with English potatoes

Flappy Jacks - Three large pancakes covered in butter, maple syrup and fresh strawberries. Served with toast or English muffin

Pepper & Egg Sliders - Two English muffins with two eggs any style, grilled green pepper and mushrooms. Served with English potatoes

Kids

Chicken Fingers

Grilled Cheese

Hot Dog

Corn Dog

Desserts

Vanilla ice cream covered in maple syrup and fresh strawberries

Fresh fruit sherbet with strawberries and kiwi

Traditional root beer float with vanilla ice cream and IBC root beer



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CITY TREASURER
JAMES A. GRABOWSKI
CITY MANAGER

October 22, 2012

TO: Mayor DiCianni and Members of the City Council
RE: Addison Street Parking Deck Bids - Electrical Utility Relocation

On Monday, October 22, 2012 the Public Works and Buildings Committee met to review bids received for the Addison Street Parking Deck bids for Electrical Utility Relocation.

In anticipation of the proposed building and parking deck construction at 135 & 149 North Addison Avenue it is necessary to relocate the overhead private utilities in the public alley directly behind 135 & 149 North Addison Avenue. This work includes the necessary operations to permanently relocate electric, telephone and cable TV transmission lines underground to avoid conflicts with these utilities during the course of building and parking deck construction.

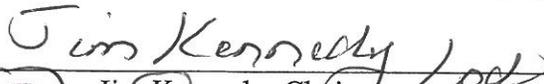
The low bidder for the electrical utility relocation was Connelly Electric Company of Addison, Illinois with a total bid of \$279,740.00. Reference checks for this contractor indicate that similar work was completed in a satisfactory manner. See attached bid analysis for bid comparison and the final proposed awarded project scope for acceptance of low bid.

Advertisements to bid were posted in the Elmhurst Independent on September 27, 2012. Bids were opened by the City Clerk on October 16, 2012.

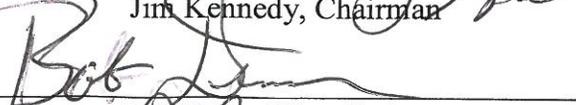
Monies for this work have been approved in the FY 2012/2013 Budget, in account number 530-0088-503-80-19 in the amount of \$12,000,000.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the bids for Electrical Utility Relocation as outlined above be accepted and that the City Attorney be authorized to draft a resolution for a contract with Connelly Electric Company.

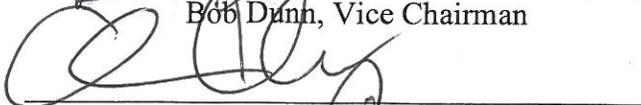
Respectfully submitted,
PUBLIC WORKS AND BUILDINGS COMMITTEE



Jim Kennedy, Chairman



Bob Dunn, Vice Chairman



Chris Healy



Diane Gutenkauf

Copies To All
Elected Officials
11-01-12

cc: P.W. and
Bldg. Comm.

10-18-12



16000.001 - ELECTRICAL UTILITY RELOCATIONS

Project Name: Addison Street Parking Garage
 Location: Elmhurst, IL

10/18/2012

PROPOSED AWARDED SCOPE

Item Description	Incl. "Y" "N"	Connely Electric	Quantity / Notes
		Jim Connely	
Base Bid:			
Design and Engineering		\$ 5,000	
AT&T Raceways		\$ 7,000	870 LF
Comcast Raceways		\$ 3,500	540 LF
Secondary Power Raceways: Location #1		NOT INCLUDED	To be fed overhead by ComEd
Secondary Power Raceways: Location #2		\$ 74,000	
Secondary Power Raceways: Location #3		\$ 61,000	
Secondary Power Raceways: Location #4		\$ 38,000	
Sitework		\$ 35,000	
Other (Bonds)		\$ 6,300	
ALTERNATE: Alley Lighting		\$ 11,000	
ALTERNATE: Additional AT&T Raceways		\$ 200	
Location #6		\$ 200	20 LF
Location #7		NOT INCLUDED	Not required
ALTERNATE: Additional Comcast Raceways		\$ 200	
Location #6		\$ 200	20 LF
Location #7		NOT INCLUDED	Not required
ALTERNATE: Raceway for ComEd Primary		\$ 4,000	Pursue credit from ComEd
ALTERNATE: Secondary Power Raceways: Location #5		\$ 7,440	
ALTERNATE: Secondary Power Raceways: Location #6		\$ 9,600	
Conduit sizes and quantities		\$ 9,600	200 LF (6 at 3 1/2" PVC)
Feeder sizes and quantities		NOT INCLUDED	Include with garage construction
Connection box and switchover work		NOT INCLUDED	Include with garage construction
ALTERNATE: Secondary Power Raceways: Location #7		NOT INCLUDED	To be fed overhead by ComEd
ALTERNATE: Sitework		\$ 17,500	Confirm transformed pad cost
Install and maintain temporary asphalt adjacent to alley for bypass		\$ 9,000	15' x 200'
Temporary asphalt patch at locations removed to complete work		\$ 8,500	4,500 SY
AWARDED TOTAL		\$ 279,740	

Values with *** are ARCO/Murray adjustments

16000.001 - ELECTRICAL UTILITY RELOCATIONS

Project Name: Addison Street Parking Garage
Location: Elmhurst, IL

BID COMPARISON

Item Description	Incl. Connelly Electric		Quantity / Notes	Incl. In-Life Electric		Quantity / Notes	Incl. ABCO Electric		Quantity / Notes
	"Y"	Jim Connelly		"N"	Mike Liebich		"Y"	Curt Lundgren	
Base Bid:									
Design and Engineering		\$ 5,000			\$ 5,211			\$ 3,500	
AT&T Raceways		\$ 7,000	870 LF		\$ 23,515	880 LF		\$ 4,780	810 LF
Comcast Raceways		\$ 3,500	540 LF		\$ 12,057	770 LF		\$ 9,875	850 LF
Secondary Power Raceways: Location #1		\$ 192,000			\$ 205,549			\$ 204,770	
Conduit sizes and quantities		\$ 21,280	360 LF (7 at 3 1/2" PVC)		Included below	450 LF (7 at 4")		\$ 30,870	490 LF (8 at 4")
Feeder sizes and quantities		\$ 161,130	410 LF (7 sets of 4-500cu)		\$ 200,334	2500/4		\$ 164,150	2500A
Connection box and switchover work		\$ 9,590			\$ 6,215			\$ 9,750	
Secondary Power Raceways: Location #2		\$ 74,000			\$ 107,814			\$ 107,360	
Conduit sizes and quantities		\$ 8,000	250 LF (4 at 3 1/2" PVC)		Included below	320 LF (4 at 4")		\$ 15,960	380 LF (4 at 4")
Feeder sizes and quantities		\$ 60,750	270 LF (4 sets of 4-500cu)		\$ 103,943	1600/4		\$ 85,500	1600A
Connection box and switchover work		\$ 5,250			\$ 3,871			\$ 6,500	
Secondary Power Raceways: Location #3		\$ 61,000			\$ 75,857			\$ 101,550	
Conduit sizes and quantities		\$ 6,160	220 LF (4 at 3" & 1 at 2" PVC)		Included below	230 LF (multiple sizes)		\$ 14,700	350 LF (1 at 2", 2 at 3", 2 at 4")
Feeder sizes and quantities		\$ 46,600	240 LF (4 sets of 4-500cu & 4-30)		\$ 72,034	Multiple feeder sizes		\$ 78,750	200A, 600A, 800A
Connection box and switchover work		\$ 9,240			\$ 3,823			\$ 8,100	
Secondary Power Raceways: Location #4		\$ 38,000			\$ 89,808			\$ 81,250	
Conduit sizes and quantities		\$ 2,400	60 LF (5 at 3 1/2" PVC)		Included below	150 LF (5 at 4")		\$ 11,550	220 LF (5 at 4")
Feeder sizes and quantities		\$ 25,290	90 LF (4 sets of 4-500cu)		\$ 69,059	2000/4		\$ 61,600	2000A
Connection box and switchover work		\$ 10,310			\$ 20,549			\$ 8,100	
Sitework		\$ 35,000			\$ 16,787			\$ 131,300	
Remove asphalt		Included above			\$ 3,492			\$ 22,000	2,000 SY
Excavation		Included above			\$ 10,500			\$ 24,500	220 CY
Backfill (imported material)		Included above			\$ 1,850			\$ 48,500	220 CY
Haul-off excess		Included above			\$ 1,145			\$ 35,300	330 CY
Other		\$ 6,300			\$ 5,000			\$ 13,000	
Bid Bond		Included above						Included above	
Performance and Payment Bond		\$ 6,300			*** \$ 5,000	Not included in breakdown		\$ 13,000	
TOTAL ADJUSTED SCOPE		\$ 421,800			\$ 539,458			\$ 658,085	
ALTERNATES									
Alley Lighting		\$ 11,000			\$ 7,431			\$ 5,600	
Temporary lighting		\$ 10,000			\$ 2,805			\$ 3,000	
Conduit and feeders for flashing red light		\$ 1,000			\$ 4,626			\$ 2,600	
Additional AT&T Raceways		\$ 700			\$ 5,600			\$ 3,720	
Location #6		\$ 200	20 LF		\$ 3,000	300 LF		\$ 2,400	200 LF
Location #7		\$ 500	60 LF		\$ 2,600	100 LF		\$ 1,320	110 LF
Additional Comcast Raceways		\$ 800			\$ 4,100			\$ 2,500	
Location #6		\$ 200	20 LF		\$ 3,000	300 LF		\$ 1,200	200 LF
Location #7		\$ 600	60 LF		\$ 1,100	100 LF		\$ 1,300	220 LF
Raceway for ComEd Primary		\$ 4,000	420 LF		\$ 17,765	700 LF		\$ 5,300	440 LF
Secondary Power Raceways: Location #5		\$ 7,440			\$ 22,370			\$ 23,540	
Conduit sizes and quantities		\$ 850	170 LF (1 at 2" PVC)		Included below	230 LF (1 at 4")		\$ 3,740	340 LF (3")
Feeder sizes and quantities		\$ 4,180	190 LF (4-300cu)		\$ 21,134	400/4		\$ 17,000	300A
Connection box and switchover work		\$ 2,580			\$ 1,236			\$ 2,800	
Secondary Power Raceways: Location #6		\$ 94,370			\$ 15,559			\$ 97,875	
Conduit sizes and quantities		\$ 9,660	200 LF (6 at 3 1/2" PVC)		\$ 15,559	180 LF (5 at 4")		\$ 14,115	270 LF (5 at 4")
Feeder sizes and quantities		\$ 70,770	210 LF (6 sets of 4-500cu)		NOT INCLUDED			\$ 75,800	2000A
Connection box and switchover work		\$ 5,000			NOT INCLUDED			\$ 8,100	
Secondary Power Raceways: Location #7		\$ 30,570			\$ 43,478			\$ 32,750	
Conduit sizes and quantities		\$ 2,520	420 LF (1 at 3 1/2" PVC)		Included below	480 LF (1 at 4")		\$ 5,400	490 LF (1 at 3")
Feeder sizes and quantities		\$ 24,510	430 LF (4-500cu)		\$ 41,792	400/4		\$ 24,500	300A
Connection box and switchover work		\$ 3,540			\$ 1,686			\$ 2,800	
Sitework		\$ 17,500			\$ -			\$ 25,800	
Install and maintain temporary asphalt adjacent to alley for bypass		\$ 9,000	15' x 200'		NOT INCLUDED			NOT INCLUDED	
Temporary asphalt patch at locations removed to complete work		\$ 8,500	4,500 SY		NOT INCLUDED			\$ 25,800	2,000 SY

Values with *** are ARCO/Murray adjustments



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PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
JAMES A. GRABOWSKI
CITY MANAGER

October 22, 2012

To: Mayor DiCianni and Members of the City Council

Re: **Mobile Food Units – Ordinance Revision**

The Public Affairs and Safety Committee met on October 22, 2012, to review the necessity to amend the Municipal Code of Ordinances of the City of Elmhurst Chapter 31, Article XI, Section 31.130, under the Definition of Food Services Establishment.

That Chapter 31, Article XI, Section 31.130 under the Definition of Food Services Establishment, shall have the additional language added to the existing language as follows:

"That sales of prepackaged foods, frozen foods or ice cream is included in the definition of a food service establishment.

Section 3. That Chapter 31, Article XI, Section 31.135(k)(4) is amended to read as follows:

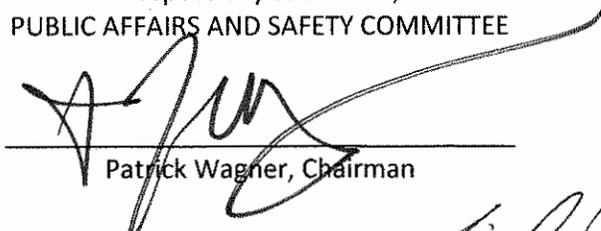
"No operator of such unit shall park or stand such vehicle within one thousand (1,000) feet of a school or school playground when school is in session or during any time school activities are taking place or within thirty (30) minutes of school adjourning."

Section 4. This Ordinance shall be printed and published in pamphlet form by the City Council of the City of Elmhurst, Illinois.

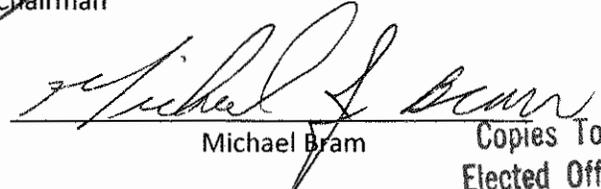
Section 5. That this Ordinance shall be in full force and effect upon and after its passage and approval in the manner provided by law.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Attorney prepare the necessary documents to amend the Municipal Code of Ordinances of the City of Elmhurst Chapter 31, Article XI, Section 31.130 under the Definition of Food Services Establishment to include the addition of the language listed above to the existing language.

Respectfully submitted,
PUBLIC AFFAIRS AND SAFETY COMMITTEE


Patrick Wagner, Chairman


Paula Pezza, Vice Chairman


Michael Bram

Copies To All
Elected Officials
11/01/2012



CITY OF ELMHURST

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JAMES A. GRABOWSKI
CITY MANAGER

October 24, 2012

To: Mayor DiCianni and Members of the City Council

Re: Paperless Agenda System

The Finance, Council Affairs and Administrative Services Committee met twice, most recently October 22, 2012, to review a paperless agenda system as an alternative to the current paper packets.

Paperless agenda systems allow organizations to significantly improve the way they create and manage board packets, access information and conduct meetings. Currently, staff spends approximately 12-15 hours per week copying, sorting, collating, packaging and delivering the City Council and Committee packets. A significant amount of this time will be saved by moving to an electronic paperless agenda system. It will eliminate approximately 200,000 agenda packet copies made annually, an estimated savings of \$10,000 per year. Also, a recent retirement in the Admin office, which will not be back-filled on a full-time basis, will provide additional cost savings.

In addition, a paperless agenda system is indexed and will provide users with the ability to easily locate information from past meetings. Another benefit is that information will be more readily available to the public. Currently, PDF versions of the packet are on the City's web site, but committee packets are not on the web site. Under the paperless system, committee documents will be accessible to the public.

Staff researched paperless agenda systems from four vendors: BoardDocs, Civic Plus, Granicus and Sire Technologies. In addition to cost, staff reviewed the functionality of each system and determined that BoardDocs best meets the City's needs. BoardDocs is also used by Elmhurst School District 205 and is a system that the public is already familiar with using to access meeting information. BoardDocs offers a one year contract for \$12,000 or \$9,000 per year with a five year contract. The five year contract includes no early cancellation fee after one year of service and provides a 30 day notice to cancel. Staff recommends entering into a five year contract with BoardDocs in the amount of \$9,000 per year, which will be covered by the annual copy cost savings. Funds are available in the fiscal 2013 Information Technology budget in account 110-2008-413-80-31. The Finance Committee concurs with staff recommendation.

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Elected Officials

11/01/2012

October 24, 2012

To: Mayor DiCianni and Members of the City Council

Re: Paperless Agenda System

Page 2

BoardDocs is a cloud-based system that is fully supported on most hardware alternatives. The Finance Committee discussed allowing each City Council member the choice of using personal hardware devices or using City-maintained hardware devices. Staff will present a hardware recommendation at a future committee meeting.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council accept the proposal for a five year contract from BoardDocs at \$9,000 per year, to provide a paperless agenda system, and that the City Attorney be authorized to prepare the appropriate resolution.

Respectfully submitted,
FINANCE, COUNCIL AFFAIRS AND
ADMINISTRATIVE SERVICES
COMMITTEE

Stephen W. Hipskind
Stephen W. Hipskind, Chairman

Mark Mulliner
Mark A. Mulliner

Kevin York
Kevin L. York, Vice Chairman

Scott Levin
Scott M. Levin

**AN ORDINANCE AUTHORIZING THE
SALE BY AUCTION OF PERSONAL
PROPERTY OWNED BY THE CITY OF
ELMHURST**

WHEREAS, in the opinion of at least three-fourths of the corporate authorities of the City of Elmhurst, it is no longer necessary or useful to or for the best interests of the City of Elmhurst to retain ownership of the personal property hereinafter described, and

WHEREAS, it has been determined by the Mayor and Council of the City of Elmhurst to sell or dispose of said personal property.

NOW, THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the City Council of the City of Elmhurst, Du Page and Cook counties, Illinois as follows:

SECTION 1. In accordance with Section 11-76-4 of the Illinois Municipal Code (65ILCS 5/11-76-4), the Mayor and Council of the City of Elmhurst find that the personal property described as follows:

<u>Vehicle</u>	<u>VIN Number</u>
1997 Buick LeSabre 4 dr. Green	1G4HP52K1VH411664
2002 Toyota Solara SE 2 dr. Silver	2T1CE22P92C009230

These vehicles now owned by the City of Elmhurst are no longer necessary or useful to the City of Elmhurst and the best interests of the City of Elmhurst will be serviced by their sale or disposal.

SECTION 2. The City Manager is hereby authorized and directed to sell or dispose of the aforementioned personal property now owned by the City of Elmhurst.

SECTION 3. Upon payment of the price determined by auction, the City Manager is hereby authorized and directed to convey and transfer title of the aforesaid personal property, to the successful bidder.

SECTION 4. This ordinance shall be in force and effect from and after its passage, by a vote of at least three-fourths of the corporate authorities, and approval in the manner provided by law.

Approved this _____ day of _____, 2012.

Peter P. DiCianni, III, Mayor

Passed this _____ day of _____, 2012.

Ayes: _____ Nays: _____

Memo

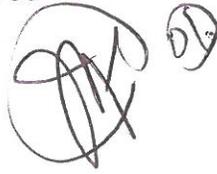
To: Jim Grabowski

From: Evidence Custodian R. Miklas #89

CC: Deputy Chief Kveton

Date: 10/10/2012

Re: Seizure Vehicles



Sir,

This memorandum is to advise you that the City of Elmhurst through the police department has been awarded two vehicles that we wish to auction or junk as they serve no useful purpose for the city. These vehicles were seized under Article 36 Forfeiture for driving offenses.

The police department is requesting through ordinance to auction or junk the following vehicles;

1. 1997 Buick LeSabre 4-dr Green Mileage 133,727
VIN: 1G4HP52K1VH411664
Case No. 12-026530 / 12 MR 1126
2. 2002 Toyota Solara SE 2-dr Silver Mileage 69,376
VIN: 2T1CE22P92C009230
Case No. 12-025747 / 12 MR 1130

R. Miklas

#20 (2005)

AWARD ORDER

4237 (Rev. 5/12)

STATE OF ILLINOIS UNITED STATES OF AMERICA COUNTY OF DU PAGE
IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT

PEOPLE OF THE STATE OF ILLINOIS

-VS-

Case Number

12 MR 1126

1997 BUICK

DEFENDANT(S)

CASE CLOSED
JUDGE'S INIT.

FILED
12 SEP 18 PM 2:48
CLERK OF THE 18TH JUDICIAL CIRCUIT DU PAGE COUNTY ILLINOIS
File Stamp Here

AWARD ORDER

This cause coming on to be heard upon the motion of the plaintiff and the Court being fully advised in the premises, having jurisdiction in the subject matter, upon a:

- Forfeiture Hearing (720 ILCS 5/36-2)
- Agreed Order of the Parties
- Entry of Judgment on Default
- Other _____

IT IS HEREBY ORDERED: The listed vehicle, a 1997 BUICK
(Year) (Make)

1 G 4 H P 5 2 K 1 V H 4 1 1 6 6 4
(1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17)

1. Vehicle is awarded to ELMHURST POLICE (12-26530),
in accordance with 720 ILCS 5/36-2. 5012-32029
2. The Illinois Secretary of State is directed to:
 - a. Indicate that all right, title and interest in the listed vehicle is terminated immediately against the parties listed on the official title records of the Secretary of State.
 - b. Accept the application for a Certificate of Title by ELMHURST POLICE.

Other Terms or Conditions for Release: _____

Electronically Certified

Case Closed

Strike future Court date: _____

BY TEV 50064

ROBERT B. BERLIN, States Attorney
Attorney No. 50000
503 N. County Farm Road
Wheaton IL 60187
(630) 407- 8000

ENTER: _____

DATE: _____

I, Chris. Kachirobas, Clerk of the 18th Judicial Circuit Court, DuPage County, Illinois, do hereby certify the above to be correct.
Date 10-Oct-2012
Chris Kachirobas
CHRIS KACHIROUBAS, Clerk
Dewey Harzman
Deputy Clerk
This order is the command of the Circuit Court and violation thereof is subject to the penalty of the law. 5707406

1990
95

21 (2005)

AWARD ORDER

STATE OF ILLINOIS

UNITED STATES OF AMERICA

COUNTY OF DU PAGE

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT

PEOPLE OF THE STATE OF ILLINOIS

-VS-

Case Number

12 MR 1130

2002 TOYOTA

DEFENDANT(S)

FILED

12 SEP 18 PM 2:48

Chris Kachiroubas
CLERK OF THE
18TH JUDICIAL CIRCUIT
DU PAGE COUNTY, ILLINOIS

File Stamp Here

AWARD ORDER

This cause coming on to be heard upon the motion of the plaintiff and the Court being fully advised in the premises, having jurisdiction in the subject matter, upon a:

- Forfeiture Hearing (720 ILCS 5/36-2)
- Agreed Order of the Parties
- Entry of Judgment on Default
- Other _____

IT IS HEREBY ORDERED: The listed vehicle, a 2002 TOYOTA (Year) (Make)

2 T I C E Z Z P 9 2 C O O 9 2 3 0

(1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17)

1. Vehicle is awarded to ELMHURST POLICE (12-25747) in accordance with 720 ILCS 5/36-2. SO12-32032.
2. The Illinois Secretary of State is directed to:
 - a. Indicate that all right, title and interest in the listed vehicle is terminated immediately against the parties listed on the official title records of the Secretary of State.
 - b. Accept the application for a Certificate of Title by ELMHURST POLICE.

Other Terms or Conditions for Release: _____

Case Closed Strike future Court date: _____

BY TW 50064

ROBERT B. BERLIN, States Attorney
Attorney No. 50000
503 N. County Farm Road
Wheaton IL 60187
(630) 407- 8000

ENTER: _____

DATE: 9-16-2012

Frduspjdbmz!Df sjgf e

I, Chris. Kachiroubas, Clerk of the 18th Judicial Circuit Court, DuPage County, Illinois, do hereby certify the above to be correct.

Date 21-Pdu3129

Chris Kachiroubas
CHRIS KACHIROUBAS, Clerk

EX FZ 88UNDO
Clerk

This order is the command of the Circuit Court and violation thereof is subject to the penalty of the law. 6818517

Patty Spencer, City Clerk

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance Authorizing the Sale by Auction and Disposal of Personal Property Owned by the City of Elmhurst

ORIGINATOR: James A. Grabowski, City Manager

DESCRIPTION OF SUBJECT MATTER:

The of Elmhurst has been provided a 1997 Buick LeSabre 4 dr. Green, VIN: 1G4HP52K1VH411664 and a 2002 Toyota Solara SE 2 dr. Silver, VIN: 2T1CE22P92C009230. These vehicles were seized from drivers under Article 36 Forfeiture for driving offenses. These vehicles serve no police or City purpose and should be declared surplus and auctioned by electronic means or disposed of, and the attached ordinance allows that process to be implemented.

AN ORDINANCE AUTHORIZING THE
DISPOSAL OF PROPERTY OWNED BY THE
CITY OF ELMHURST

WHEREAS, in the opinion of at least three-fourths of the corporate authorities of the City of Elmhurst, it is no longer necessary or useful to or for the best interests of the City of Elmhurst to retain ownership of the City-owned portable radios and equipment hereinafter described, and

WHEREAS, it has been determined by the Mayor and Council of the City of Elmhurst to sell or dispose of said City-owned portable radios and equipment property.

NOW, THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the City Council of the City of Elmhurst, Du Page and Cook counties, Illinois as follows:

SECTION 1. In accordance with Section 11-76-4 of the Illinois Municipal Code (65ILCS 5/11-76-4), the Mayor and Council of the City of Elmhurst find that the City-owned portable radios and equipment described as follows:

FIRE DEPARTMENT
PORTABLE RADIOS AND EQUIPMENT

- 13 - Motorola HT1000 Portable Radios
- 12 - Remote mics for HT1000 radios
- 17 - HT1000 batteries
- 4 - Single battery desktop chargers for HT1000 radios
- 1 - Six battery multi-charger for HT1000 radios
- 2 - Motorola Visar Portables Radios
- 1 - Remote mic for Visar portable
- 3 - Visar batteries
- 2 - Desktop dual-battery chargers for Visar

These portable radios and equipment now owned by the City of Elmhurst are no longer necessary or useful to the City of Elmhurst and the best interests of the City of Elmhurst will be served by their sale, donation or disposal.

SECTION 2. The City Manager is hereby authorized and directed to sell, donate or dispose of the aforementioned property now owned by the City of Elmhurst.

SECTION 3. Upon payment of the price determined by sales, donation or disposal the City Manager is hereby authorized and directed to convey and transfer title of the aforesaid personal property, to the successful bidder.

SECTION 4. This ordinance shall be in force and effect from and after its passage, by a vote of at least three-fourths of the corporate authorities, and approval 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

Memo

To: City Manager James A. Grabowski
From: Fire Chief Jeffery Bacidore
Date: 10/24/2012
Re: City Property Disposal

Sir,

The memorandum is to advise you that the Elmhurst Fire Department has some portable radios and equipment that are no longer needed by the fire department. This equipment is outdated and can no longer be used per Federal Communication Commission (FCC) rules. The fire department is asking that the following items be disposed of by donating them to the College of DuPage Fire Science Program to be utilized by students in the fire science program.

- 13- Motorola HT1000 Portable Radios
- 12- Remote mics for HT1000 radios
- 17- HT1000 batteries
- 4- Single battery desktop chargers for HT1000 radios
- 1- Six battery multi-charger for HT1000 radios
- 2- Motorola Visar Portables Radios
- 1- Remote mic for Visar portable
- 3- Visar batteries
- 2- Desktop dual-battery chargers for Visar

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance Authorizing the Disposal of Property Owned by the City of Elmhurst

ORIGINATOR: James A. Grabowski, City Manager

DESCRIPTION OF SUBJECT MATTER:

The City of Elmhurst has been provided a list of City-owned portable radios and equipment that no longer serve the Fire Department needs or City purposes and should be declared surplus and sold, donated or disposed of, and the attached ordinance allows that process to be implemented.

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE ENGINEERING SERVICES AGREEMENT BY AND BETWEEN RJN GROUP, INC. AND THE CITY OF ELMHURST FOR THE SAYLOR AND JACKSON FORCE MAIN REPLACEMENT

WHEREAS, in December of 2011, the City of Elmhurst (the "City") entered into an agreement with RJN Group, Inc. ("RJN") for the furnishing of engineering services for the Saylor and Jackson Force Main Replacement (the "Agreement"); and

WHEREAS, pursuant to the Agreement, RJN submitted a Summary of Findings that included a provision for a Wet Weather Control Facility, which would reduce basement backups and sanitary system overflows in the Southwest Elmhurst (the "Southwest Elmhurst Wet Weather Control Facility Design Project"); and

WHEREAS, after the Agreement was executed by the parties, it was realized that the work required for the Southwest Elmhurst Wet Weather Control Facility Design Project overlaps with the engineering services provided for in the Agreement, and to the extent such overlap can be implemented into Paragraph 1, entitled "Phase I Design and Bidding Services," and Paragraph 2, entitled "Phase II Construction Engineering Services," of Section B, entitled "Engineering Services," detailed on Pages 1 and 2 of the Agreement, it is in the best interests of the City to do so; and

WHEREAS, due to such implementation, progress on the Saylor and Jackson Force Main Replacement has been suspended so that the preliminary design required for the Southwest Elmhurst Wet Weather Control Facility Design Project can be completed; and

WHEREAS, RJN submitted a proposal that specifically provides for the furnishing of professional engineering services for the Southwest Elmhurst Wet Weather Control Facility Design Project (the “Proposal”); and

WHEREAS, Paragraph 3 of Section B, entitled “Engineering Services,” detailed on Pages 1 and 2 of the Agreement states that “additional services beyond the scope of the Engineering Services above-listed, requested in writing by the City, shall be performed pursuant to an amendment to this Agreement executed by the City and the Engineer”; and

WHEREAS, it is advisable, necessary and in the public interest that the City and RJN enter into an amendment to the Agreement indicating the acceptance of the Proposal (the “Amendment”), which Amendment is attached hereto marked as Exhibit “A” and made a part hereof; and

WHEREAS, the engineering services set forth in the Amendment shall be conducted in accord with RJN’s time schedule for preliminary design, final design and construction, which time schedule is attached hereto marked as Exhibit “B” and made a part hereof; and

WHEREAS, payments related to the Proposal shall be used from the City funds provided in the FY 2011/2012 Budget for the Saylor and Jackson Force Main Replacement.

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

Section 1: The facts and statements contained in the preamble clauses to this Ordinance are found to be true and correct and are incorporated herein by reference.

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the City and RJN execute the Amendment to the Agreement, providing for the

furnishing of professional engineering services for the Southwest Elmhurst Wet Weather Control Facility Design Project.

Section 3: The Mayor is hereby authorized and directed to execute and the City Clerk is hereby authorized and directed to attest, on behalf of the City, the Amendment to the Agreement, a copy of which is attached hereto marked as Exhibit "A" and made a part hereof.

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

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

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of November, 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 November, 2012.

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

Exhibit "A"

**ENGINEERING SERVICES AGREEMENT
AMENDMENT NO. 1
SOUTHWEST ELMHURST WET WEATHER CONTROL FACILITY**

AGREEMENT
between
THE CITY OF ELMHURST, ILLINOIS
and
RJN GROUP, INC.
for the furnishing of
PROFESSIONAL ENGINEERING SERVICES
for the
SAYLOR AND JACKSON FORCE MAIN REPLACEMENT

**ENGINEERING SERVICES AGREEMENT
AMENDMENT NO. 1
SOUTHWEST ELMHURST WET WEATHER CONTROL FACILITY**

THIS AGREEMENT AMENDMENT is made this ____ day of _____, 2012, by and between the City of Elmhurst, Illinois (hereinafter referred to as the “CITY”) and RJN Group, Inc. (hereinafter referred to as the “ENGINEER”) for the purpose of amending the Professional Engineering Services Agreement between these parties dated December _____, 2011, (hereinafter referred to as the “AGREEMENT”), to modify the work associated with the Agreement to include the preliminary design, bidding and construction engineering services for the Southwest Elmhurst Wet Weather Control Facility.

WITNESSETH that in consideration of the covenants herein, these parties agree as follows:

PAGES 1 and 2 of the AGREEMENT are hereby amended by adding the following subparagraphs to the end of Paragraph 1, entitled “Phase I Design and Bidding Services,” of Section B, entitled “Engineering Services,” of the AGREEMENT.

“B. ENGINEERING SERVICES.

1. Phase I Design and Bidding Services.

...

aa. Southwest Elmhurst Wet Weather Control Facility: Preliminary Design

- (1)** New “dry-weather Sanitary force main
 - (a)** Evaluate two possible routes
 - (i)** Discharge at 12” on Spring
 - (ii)** Discharge at 10” on Van Buren – to Harrison
 - (iii)** Utility conflicts
 - (iv)** Modeling of downstream capacity and impact of each option

- (2) New “wet-weather” force main
 - (a) Evaluate possible routes beyond Saylor/McKinley to the Waste Water Treatment Plant (“WWTP”)
 - (i) Wilson
 - (ii) Utility conflicts
 - (iii) Elevations
 - (b) Evaluate Salt Creek crossing issues
 - (i) Accessibility
 - (ii) Routing
 - (c) Sizing (dependent on routing, pump choice and tank elevation)
 - (i) Modeling

- (3) Upsize existing 18” sanitary sewer on Jackson Street to 24”
 - (a) Evaluation of alternative construction techniques
 - (i) Pipe bursting
 - (ii) Remove and replace
 - (iii) Parallel relief
 - (b) Temporary impact to tributary properties
 - (c) Utility conflicts

- (4) Pump Station preliminary design
 - (a) Configuration requirements
 - (b) Preliminary pump selection
 - (c) Modifications to VFD operating range
 - (d) Modifications to pump activation levels and alarms
 - (e) Wet well sizing for
 - (i) 2 dry-weather pumps
 - (ii) 2 wet-weather pumps
 - (iii) 1 emergency overflow-pump
 - (f) Need for possible expansion of wet well
 - (i) Piggy-back
 - (ii) Reconstruction

- (5) Storage Tank requirements
 - (a) Storage capacity
 - (b) Size configuration – elevated on in-ground (or combination)
 - (c) Evaluation of location at treatment plant
 - (d) Discharge requirements to head works – and routing
 - (i) Gravity
 - (ii) Pumped
 - (e) Flood Plain requirements – coordination with DuPage Stormwater

- (6) Costs and feasibility

- (a) Provide estimate of construction costs for feasible alternatives
 - (b) Select price and recommend alternatives for:
 - (i) Dry-weather force main
 - (ii) Wet-weather force main
 - (iii) Tributary gravity sewer
 - (iv) Pump station upgrades
 - (v) Storage tank
- (7) Update to Basis of Design Submission to Illinois Environmental Protection Agency (“IEPA”)

bb. Southwest Elmhurst Wet Weather Control Facility: Detailed Design

- (1) Survey
 - (a) Sanitary Sewer Force Main Route
 - (b) Wet-weather Force Main Route (excluding Saylor Avenue, which is already complete)
 - (c) Jackson Street Sanitary Sewer Upsize
 - (d) Saylor-Jackson property (for pup station modifications)
 - (e) Storage tank area
 - (f) WWTP – pipework routing storage tank to Headworks
- (2) Geotechnical Survey and CCDD soil testing
 - (a) Sanitary Sewer Force Main
 - (b) Wet-weather Force Main (excluding Saylor Avenue, which is already complete)
 - (c) Jackson Street
 - (d) Storage Tank and WWTP – geotechnical only
- (3) Sanitary Sewer and Fore Main Design
 - (a) Sanitary Sewer Force Main – approximately 1,250’
 - (b) Wet-weather Force Main – approximately 3,800’ and minor modifications to 3,000’ on Saylor Avenue (previously designed)
 - (c) Jackson Street – approximately 1,800’ sanitary sewer
- (4) Pump Station Design
 - (a) Pump selection
 - (b) Electrical and control design
 - (c) Wet well modifications
 - (d) Structural design
 - (e) Pipework modifications
- (5) Storage Tank Design
 - (a) Tank materials

- (b) Tank appurtenances
 - (c) Tank Foundation
 - (d) Piping to Headworks and ancillaries
- (6) Permitting
 - (a) Sanitary sewer IEPA permits – force main and gravity
 - (b) Pump station IEPA permit
 - (c) IEPA WWTP modification permits (for storage tank and pipework)
 - (d) Stormwater permit
 - (e) Easements
- cc. **Southwest Elmhurst Wet Weather Control Facility: Bidding**
 - (1) Prepare front end bidding documents and technical specification utilizing the City of Elmhurst standard front end documents and preferred City technical specifications (the City will provide RJN specifications in Word format) for the following:
 - (a) Underground utilities
 - (b) Storage tank
 - (c) Pump station
 - (2) Provide bidding services, including attendance at pre-construction meeting, bid opening, bid tabulation and preparation of recommendation letter for the following:
 - (a) Underground utilities
 - (b) Storage tank
 - (c) Pump station”

PAGE 2 of the AGREEMENT is hereby amended by adding the following subparagraphs to the end of Paragraph 2, entitled “Phase II Construction Engineering Services,” of Section B, entitled “Engineering Services,” of the AGREEMENT.

“B. ENGINEERING SERVICES.

...

2. Phase II Construction Engineering Services.

...

- aa. **Southwest Elmhurst Wet Weather Control Facility: Construction Engineering Services.** Engineer shall provide the following services as part of the resident engineering phase:
 - (1) Attendance at preconstruction meeting, including preparation of agenda and meeting minutes;
 - (2) Review and approval of all submittals;
 - (3) Review of pay requests, change orders, and submittals to City;
 - (4) Resident engineering services to include up to 21 days full time and 28 days part-time construction supervision, punch list observation and final inspection hours;

- (5) Contract management including pay requests, and change orders;
- (6) Survey of final alignment and incorporation of red-line mark-ups into final record drawings, and incorporation of new force main into City's GIS sanitary sewer layer;
- (7) Project coordination to include progress meetings, contract administration."

PAGES 10 and 11 of the AGREEMENT are hereby amended by adding the following provision to Subsection a, entitled "Amount of Engineer's Fees," of Paragraph 3, of Section C, entitled "City Responsibilities," of the AGREEMENT.

"a. Amount of Engineer's Fee.

- (1) The work for the Southwest Elmhurst Wet Weather Control Facility will be billed on a time and material basis using the same fee schedule and unit rates as the existing contract. The credit for the existing contract of Seventy-One Thousand Three Hundred Sixty-Two and 00/110ths (\$71,362.00) is equal to the additional work for the preliminary design of the Southwest Elmhurst Wet Weather Control Facility. The original contract price of One Hundred Fourteen Thousand Nine Hundred Seventy-Five and 00/100ths (\$114,975.00) will not be modified."

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PAGES 10 and 11 of the AGREEMENT are hereby amended by adding the following table entitled, "Preliminary Design Services" immediately after the table entitled, "Design Services," set forth in Subsection a, entitled "Amount of Engineer's Fees," of Paragraph 3, of Section C, entitled "City Responsibilities," of the AGREEMENT.

PAGES 10 and 11 of the AGREEMENT are hereby amended by adding the following table entitled, "Preliminary Design Services" immediately after the table entitled, "Design Services," set forth in Subsection a, entitled "Amount of Engineer's Fees," of Paragraph 3, of Section C, entitled "City Responsibilities," of the AGREEMENT.

“

**ATTACHMENT C
CITY OF ELMHURST
SOUTHWEST ELMHURST WET WEATHER CONTROL FACILITY**

PRELIMINARY DESIGN SERVICES

Task No.	Task Description	165 QC	160 PIA	100 PE	80 CD/ET	65 FI	60 CI	Total Hours	Total Cost
1001	Evaluation of dry weather force main routes	4	16	8	8			36	\$3,400
1002	Evaluation of wet weather force main routes		12	18	20	20		70	\$6,620
1003	Recommendation for Jackson Street gravity sewer		2	8	8	8		26	\$2,280
1004	Determination of pumping requirements	4	24	24				52	\$6,900
1005	Evaluation of level control modifications and wet well expansion	4	24	40	4			72	\$8,820
1006	Modeling of downstream impacts		12	32	8	8		60	\$6,280
1007	Sizing and siting of storage basin - coordination with County	2	20	28	12	8		70	\$7,830
1008	Cost estimate and recommendation	4	8	18	10			40	\$4,540
1008	Design Memorandum	4	8	20	10	12	16	70	\$6,480
		<u>18</u>	<u>114</u>	<u>204</u>	<u>80</u>	<u>64</u>	<u>16</u>	<u>496</u>	<u>\$53,130</u>

Direct Expenses

9901	Mileage								\$102
9902.1	Survey: Wilsons plant from Saylor								\$8,500
9902.2	Survey: Spring dry weather FHT								\$2,600
9902.3	Survey: Jackson Street upside								\$6,930
9903	Printing								\$50
9904	Shipping								\$50

TOTAL DESIGN SERVICES \$73,362

”

All other provisions of the AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by their duly authorized officers as of the day and year first above written.

CITY OF ELMHURST, ILLINOIS

RJN GROUP, INC.

By: _____
Peter P. DiCianni III, Mayor

By: _____

Attested: _____

Attested: _____

Patty Spencer, Clerk

Exhibit "B"

ATTACHMENT B

SOUTHWEST ELMHURST WET WEATHER CONTROL FACILITY

Components:

- New dry weather force main
- Replace existing force main and reroute to Elmhurst WWTP
- Wet Weather relief sewer upstream of Saylor & Jackson wet well
- Upsize lift station pumps , modify pump controls and wet well
- Construct storage basin at Elmhurst WWTP

Schedule:

<u>Item</u>	<u>Initiate</u>	<u>Complete</u>
Preliminary Design		
1. Determine final route for force main to WWTP	Oct 2012	Nov 2012
2. Determine final location for WWTP Storage Basin	Oct 2012	Nov 2012
3. Routing for dry weather force main	Oct 2012	Nov 2012
4. Pump Station retro-fit requirements	Oct 2012	Dec 2012
5. Compensatory storage sizing and location	Oct 2012	Dec 2012
6. Sewers and Force Mains Surveys	Nov 2012	Dec 2012
7. WWTP survey	Dec 2012	Dec 2012
8. Geotechnical	Dec 2012	Feb 2013
9. IEPA Basin of Design Submittal Approval	Dec 2012	Mar 2013
Detailed Design	Jan 2013	May 2013
Submit to IEPA (phased submissions)	April 2013 – May 2013	
Receive permits (phased)	June 2013 – August 2013	
Advertise for bids (phased)	June 2013 – August 2013	
Initiate Construction	August 2013	
Substantial completion of construction		Spring 2014

COUNCIL ACTION SUMMARY

SUBJECT: Ordinance Approving and Authorizing the Execution of Amendment No. 1 to the Engineering Services Agreement by and between the City of Elmhurst and RJN Group, Inc. for the Saylor and Jackson Force Main Replacement

ORIGINATOR: Public Works and Buildings Committee

DESCRIPTION:

Pursuant to the recommendation of the Public Works and Buildings Committee, the City Attorney prepared an ordinance approving and authorizing the execution of an amendment, referred to as Amendment No. 1, to the Engineering Services Agreement between the City and RJN Group, Inc., Amendment No. 1 providing for the requisite engineering services for the design, bidding and construction supervision for the Southwest Elmhurst Wet Weather Control Facility.

ZO - 09 - 2012

AN ORDINANCE GRANTING A VARIATION FROM THE FRONT YARD SETBACK REQUIREMENTS AT THE PROPERTY COMMONLY KNOWN AS 459 NORTH ADDISON AVENUE, ELMHURST, ILLINOIS (P.I.N. 03-35-406-005)

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

WHEREAS, Section 3.8, entitled “Variations,” of the Zoning Ordinance sets forth the authority and standards for the granting of variations to the Zoning Ordinance; and

WHEREAS, Mr. Domenico Vigilante (the “Applicant”) is the owner of certain property legally described as follows:

THE NORTH 50 FEET OF LOT 9 IN COUNTY CLERK’S ASSESSMENT DIVISION OF LOTS 1 AND 2 OF THE “PLAT OF NORTH ELMHURST THIRD ADDITION TO THE VILLAGE OF ELMHURST, DU PAGE CO. ILLINOIS” (NOW CITY OF ELMHURST), RECORDED AS DOCUMENT 233179 ON APRIL 8, 1927, IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPLE MERIDIAN IN DU PAGE COUNTY, ILLINOIS. P.I.N. 03-35-406-005

Commonly known as 459 N. Addison Avenue, Elmhurst Illinois (the “Subject Property”); and

WHEREAS, the Subject Property is located within the R2 Single-Family Residential Zoning District, the regulations of which require a minimum front yard setback of twenty-five feet (25’); and

WHEREAS, the Applicant has submitted an application for a variation to reduce the front yard from the required twenty-five feet (25’) to eighteen feet and ten inches (18’10”), for the purpose of constructing an unenclosed front porch to the house on the Subject Property; and

WHEREAS, on September 13, 2012, the Zoning Board of Appeals conducted a public hearing at the Elmhurst City Hall, 209 N. York Street, Elmhurst, Illinois, in connection with the aforesaid application, after notice of said hearing was duly given; and

WHEREAS, on September 13, 2012, the Zoning Board of Appeals deliberated and on said date rendered its decision on the aforesaid variation recommending that the same be granted; and

WHEREAS, on October 9, 2012, the Development, Planning and Zoning Committee of the City Council (the "Committee") considered and recommended approval of such variation; and

WHEREAS, all applicable requirements of Section 3.8, entitled "Variations," of the Zoning Ordinance relating to the granting of variations have been met, including but not limited to, the determinations provided in Section 3.8-5, entitled "Standards and Conditions for Variations," of the Zoning Ordinance.

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

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

- a) That the plight of the Applicant is due to unique circumstances in that the current front entrance is exposed to the elements and the front door cannot be opened without stepping back on the staircase to allow room for the door swing.
- b) That the variation will not alter the essential character of the neighborhood because the neighborhood is characterized by varying front setbacks ranging from 17.95 feet to 42.2 feet; and that the design of the proposed unenclosed front porch is in keeping with the character of the neighborhood.

- c) That the Subject Property in question cannot yield a reasonable return or provide the Applicant a reasonable enjoyment of the Subject Property if permitted to be used only under the conditions allowed by the regulations in its zone. The current required setback, if followed, will provide the Applicant reasonable use and enjoyment of the Subject Property. The proposed front porch will provide an entrance to the home on the Subject Property that is protected from the elements, which is currently not the case.

Section 3: That a variation of subsection (a), entitled “Permitted Uses,” of Section 7.4-5, entitled “Yard Requirements,” of the Zoning Ordinance is hereby granted to permit a reduction of the required front yard from twenty-five feet (25’) to eighteen feet and ten inches (18’10”) for the purpose of constructing an unenclosed front porch to the house on the Subject Property, subject to the condition that the variation granted hereby and the use of the Subject Property be in accordance with the evidence submitted to and the recommendations of the Zoning Board of Appeals.

Section 4: That the City Clerk is directed to transmit a copy of this ordinance to Darrell L. Whistler, Chairman, Zoning Board of Appeals; Nathaniel J. Werner, Zoning and Planning Administrator, and Domenico Vigilante, Applicant.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

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

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

COUNCIL ACTION SUMMARY

SUBJECT: Ordinance granting a variation from the front yard setback requirements at the property commonly known as 459 North Addison Avenue, Elmhurst Illinois.

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the Development, Planning and Zoning Committee, the City Attorney drafted an ordinance granting a front yard setback variation for the property located at 459 N. Addison Avenue. Said variation permits the reduction of the required front yard from twenty-five feet (25') to eighteen feet and ten inches (18'10").

R-65-2012

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION
OF THE NON-EXCLUSIVE LICENSE AGREEMENT
BY AND BETWEEN THE ELMHURST PARK DISTRICT
AND THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS**

WHEREAS, the Elmhurst Park District (hereinafter the "District") wishes to place a permanent sign in the right-of-way at 375 West First Street, Elmhurst, Illinois, to identify its Park District facility (hereinafter the "Improvement"); and

WHEREAS, the City of Elmhurst (hereinafter the "City") is authorized to manage and control all property of the City including public streets and rights-of-way within its jurisdiction; and

WHEREAS, the City's Public Works and Building Committee (hereinafter the "Committee") has reviewed the drawings and recommends that the City approve the District's request to erect the Improvement; and

WHEREAS, the District desires to enter into a non-exclusive license agreement ("License Agreement"), a copy of which is attached hereto as Exhibit "A" and made a part hereof, with the City for purposes of erecting and maintaining the Improvement; and

WHEREAS, the Corporate Authorities of the City find it is in the best interests of the City to enter into the License Agreement.

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

Section 1. That the foregoing recital clauses to this Resolution are adopted as the findings of the Corporate Authorities of the City of Elmhurst and are incorporated herein by specific reference.

Section 2. That the corporate authorities of the City hereby approve the License Agreement, and the Mayor is hereby authorized to execute, and the City Clerk is hereby authorized to attest to, the License Agreement, a copy of which is attached hereto as Exhibit "A" and made a part hereof.

Section 3. That the officials, officers and employees of the City are hereby authorized to take such further actions and execute such documents as are necessary to carry out the intent and purpose of this Resolution and of the License Agreement.

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

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

AYES: _____
NAYS: _____
ABSENT: _____
ABSTENTION: _____

APPROVED by me this ____ day of _____, 2012.

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

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

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

EXHIBIT "A"

NON-EXCLUSIVE LICENSE AGREEMENT

**A NON-EXCLUSIVE LICENSE AGREEMENT TO LOCATE
A GOVERNMENTAL SIGN IMPROVEMENT INTO THE
PUBLIC RIGHT-OF-WAY IN THE CITY OF ELMHURST, ILLINOIS**

THIS NON-EXCLUSIVE AGREEMENT (the “Agreement”) is made and entered into by and between the City of Elmhurst, an Illinois municipal corporation (the “City”), and the Elmhurst Park District, an Illinois Unit of Local Government (the “District”).

WITNESSETH:

WHEREAS, the City is a home rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution, and, except as limited by such Section, it may exercise any power and perform any function pertaining to its government and affair; and

WHEREAS, the 1970 Illinois Constitution provides that units of local government may contract and otherwise associate amongst themselves and with individuals, associations and corporations, in any manner not prohibited by law or ordinance (Illinois Constitution, 1970, Article VII, Section 10); and

WHEREAS, the City is authorized to manage and control all property of the City, including public streets and rights-of-way within its jurisdiction; and

WHEREAS, the City owns and controls a certain public right-of-way commonly known as First Street (the “Right-of-Way”), in the City; and

WHEREAS, the District maintains administrative offices at 375 West First Street, Elmhurst, Illinois (the “District Offices Property”) located on and adjoining the Right-of-Way in the City, which District Offices Property is legally described on Exhibit “A,” attached hereto and made a part hereof; and

WHEREAS, the District Offices Property abuts the Right-of-Way, and the District has proposed to install a governmental identification sign (the “Improvement”) on a portion of the

Right-of-Way immediately in front of the District Offices Property, as depicted on the drawing attached hereto and made a part hereof as Exhibit “B”; and

WHEREAS, the City has determined that the Improvement will not result in any detriment to the City or the Right-of-Way, and that the interests of the City and its residents will be fully protected if the Improvement is permitted to be located in and encroach into the Right-of-Way in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein set forth, the City and the District agree as follows:

ARTICLE I
THE RECITALS ARE PART OF THE AGREEMENT

The representations, covenants, and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though fully set forth in this Article I.

ARTICLE II
NON-EXCLUSIVE LICENSE TO USE THE RIGHT-OF-WAY

A. The City does hereby grant to the District a non-exclusive license over a portion of the Right-of-Way, in a location agreed to and approved by the City, only for the purpose of locating, using, installing, maintaining and restoring the Improvement, as depicted on Exhibit “B” (the “License”). The District accepts the condition of the Right-of-Way in its current condition and the City makes no representation or warranty with respect to the condition of the Right-of-Way or its fitness for the District’s use to install and maintain the Improvement in the Right-of-Way.

B. As part of the License, the City shall permit the District and any contractor hired by the District and approved by the City, all reasonable access to the Right-of-Way, at all

reasonable times, to enable the District and such contract to install, maintain and restore the Improvement in the Right-of-Way as provided in Article III of this Agreement.

C. The License granted hereunder may be revoked by the City upon prior written notice to the District and opportunity to cure within ten (10) business days of being notified by the City if (i) the District fails to meet all the terms and conditions of this Agreement, (ii) fails to maintain that portion of the Improvement in good and safe condition, (iii) the District uses the Right-of-Way for any purpose other than the Improvement, or (iv) the City determines in its sole discretion that the existence of the Improvement constitutes a hazard to the public or detrimentally impacts or conflicts with the City's operation and use of the Right-of-Way.

D. This Agreement and the License will be automatically terminated upon (i) the District's removal of that portion of the Improvement from the Right-of-Way and (ii) in the event the District no longer maintains and operates its administrative offices at the District Offices Property.

E. From and after the termination of the License granted hereunder, whether by relocation or automatic termination, the District shall remove the Improvement, and if the District fails to do so within thirty (30) days after termination of the License granted herein, the City may remove the Improvement, without further notice, and may obtain reimbursement of the costs thereof from the District.

ARTICLE III **RESPONSIBILITIES OF THE DISTRICT**

A. If the District hires a contractor to install, maintain or restore the Improvement, and to perform the required work the District shall require the contractor to obtain all required permits from the City for work in the public Right-of-Way, and the City shall have the right to approve the contractor and the plans. The District will be solely responsible, at its own cost, for

any required repairs or restoration to any City improvements in the Right-of-Way due to damage resulting from the work of the District or its contractor during the installation, construction and/or maintenance of the Improvement.

B. At all times during the operation of the License granted hereunder, the District will be solely responsible, at its own cost, for restoration of the Improvement, within no more than ten (10) days after the City notifies the District, in writing, that the City has observed a material maintenance deficiency or damage to the Improvement, including, but not limited to, the following circumstances:

1. The Improvement is damaged or needs maintenance, creating a maintenance deficiency, in which case the District shall be required to replace or repair the Improvement.

2. The Improvement has been damaged in the course of any work in the Right-of-Way undertaken by the City for improvement or maintenance of any City improvements in the Right-of-Way, in which case the District shall be required to repair and restore the portion of the Improvement damaged as a result of the City's work.

3. The Improvement has been damaged in the course of the City's snow plowing activities, in which case the District shall be required to repair and restore the damaged Improvement.

C. The District will meet all permitting requirements of the City and the County of DuPage for the construction and/or maintenance of the Improvement in the Right-of-Way.

D. At all times during the operation of the License granted hereunder, the District shall maintain, as part of the insurance coverage on the District's District Offices Property, Comprehensive General Liability insurance in the amount of \$1,000,000.00 for bodily injury,

including accidental death (each occurrence and aggregate), and \$1,000,000.00 for property damage liability (each occurrence and aggregate), to protect the City, its officers, agents and employees from and against any liability for the District's construction, installation, use, maintenance or restoration of the Improvement. Such policy shall name the City, its officers, agents and employees as additional insureds, and shall require written notice to the City at least thirty (30) days prior to any cancellation, nonrenewal or material modification of such coverage. The District shall provide a certificate of insurance to the City as evidence of such coverage.

ARTICLE IV
ASSUMPTION OF RISK AND INDEMNIFICATION AND HOLD HARMLESS

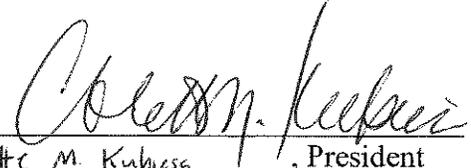
The District shall construct and maintain the Improvement in the Right-of-Way at its own risk. During the duration of the License granted hereunder, the District agrees to defend, indemnify and hold the City harmless for any and all claims or liabilities resulting from the negligence of the District, any contractor hired by the District, and any guests and invitees of the District, in connection with the location, use, installation, maintenance or restoration of the Improvement, as provided in this Agreement, including any third party claims for personal injury or property damage; provided, that the District's obligation to defend, indemnify and hold harmless the City shall not extend to claims and liabilities due to the City's own negligence.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____
day of _____, 2012.

CITY OF ELMHURST

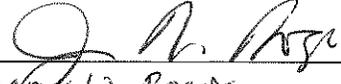
ELMHURST PARK DISTRICT

By: _____
Peter P. DiCianni, III, Mayor

By: 

Colette M. Kubiesa, President

Attest: _____
Patty Spencer, City Clerk

By: 

James W. Rogers, Secretary

EXHIBIT "A"
Legal Description

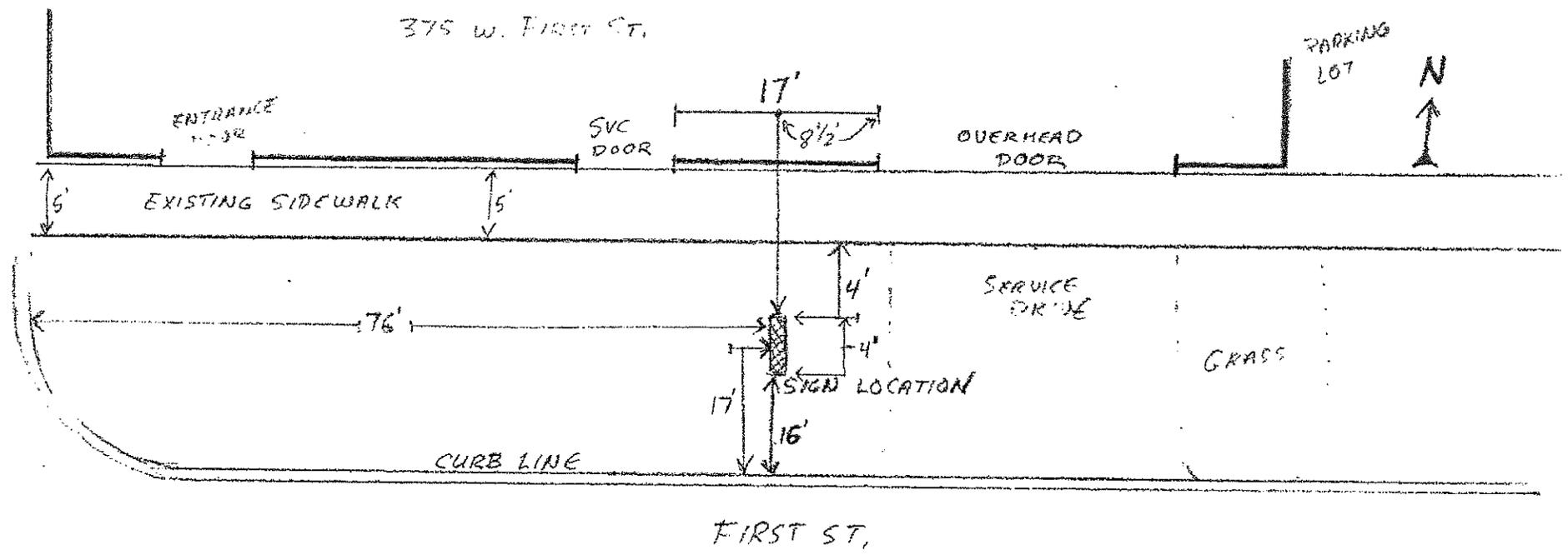
Common Address: 375 West First Street, Elmhurst, Illinois

PIN: _____

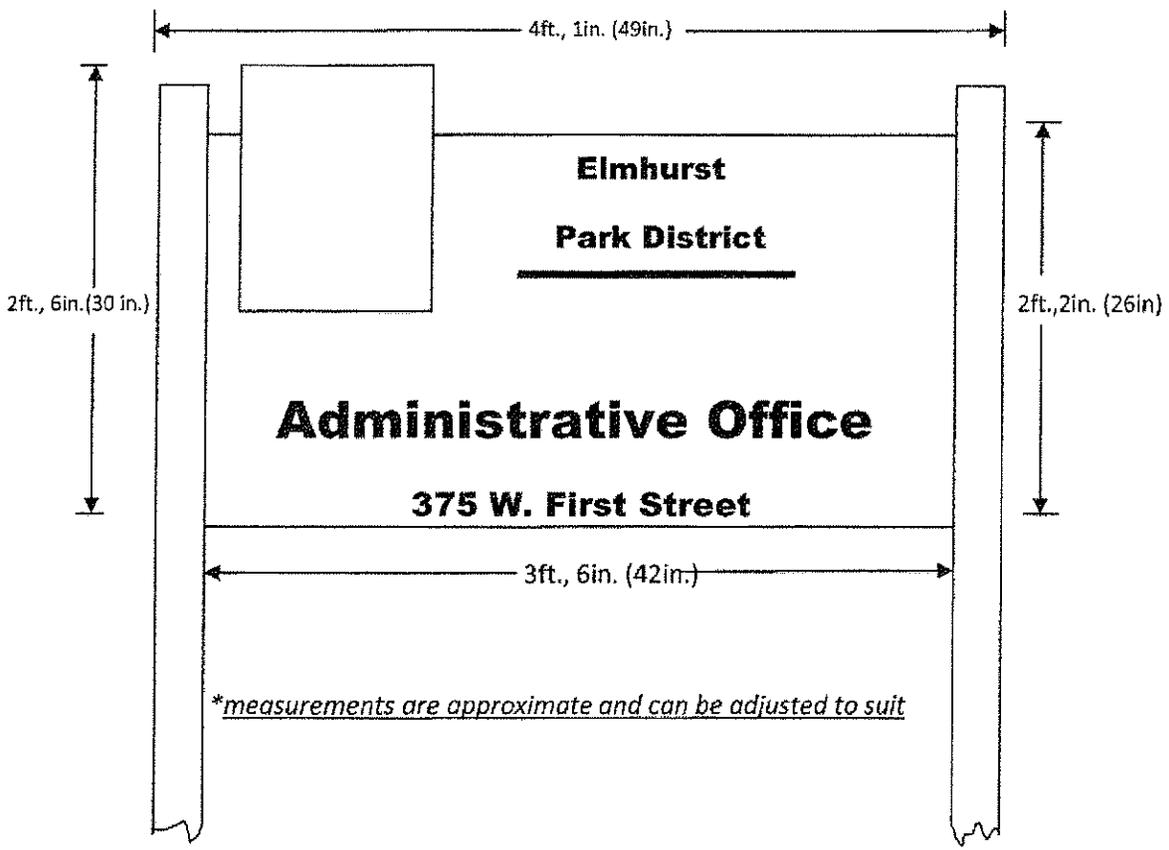
EXHIBIT "B"
Drawing Depicting Improvement

HIGHLAND AVE.

375 W. FIRST ST.



SIGN - 4' 6" x 2' 4" (LESS MOUNTED HT.)
 16' NORTH OF CURB LINE
 9' SOUTH OF BUILDING



COUNCIL ACTION SUMMARY

SUBJECT: A Resolution Approving and Authorizing the Execution of the Non-Exclusive License Agreement by and Between the Elmhurst Park District and the City of Elmhurst, DuPage and Cook Counties, Illinois

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the City's Public Works and Buildings Committee, the City Attorney prepared the Resolution Approving and Authorizing the Execution of the Non-Exclusive License Agreement by and between the Elmhurst Park District and the City. The Non-Exclusive License Agreement permits the Elmhurst Park District to erect an identifying sign in the right-of-way at 375 West First Street, Elmhurst, Illinois.

R- 67 - 2012

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

WHEREAS, on March 8, 1988, the City of Elmhurst (hereinafter the "City") and the Bensenville Fire Protection District #1 (hereinafter the "District") entered into an agreement (hereinafter the "Agreement") a copy of which is attached hereto as Exhibit "A" and made a part hereof wherein the City agreed to provide fire protection and emergency services (hereinafter the "Services") to certain residents in the District's territory. Said Agreement has continued to be in effect between the parties through October 31, 2010; and

WHEREAS, the District and the City have discussed a "Successor Agreement" for the provision of fire protection and ambulance services to replace the Agreement. However, the City and the District have not reached an understanding for a Successor Agreement; and

WHEREAS, the District wishes to extend the term of the Agreement for the Services until the earlier of either: 1) October 31, 2013; or 2) the effective date of a Successor Agreement; and

WHEREAS, the City is willing and able to provide the Services in accordance with the terms and conditions of the Agreement until the earlier of either: 1) October 31, 2013; or 2) the effective date of a Successor Agreement; and

WHEREAS, it is advisable, necessary and in the public interest for the City to provide the Services to the District's territory and to enter into a Second Amended Modification Agreement

(hereinafter the "Modification Agreement"), a copy of which Modification Agreement is attached hereto as Exhibit "B" and made a part hereof.

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

Section 1: The corporate authorities hereby determined that it is advisable, necessary and in the public interest that the City enter into a Modification Agreement between the City and the District for the furnishing of the Services.

Section 2: The City President be and is hereby authorized and directed to execute and the City Clerk be and is hereby authorized and directed to attest on behalf of the City a Modification Agreement between the City and the District for the furnishing of the Services, a copy of which is attached hereto as Exhibit "B" and made a part hereof.

[The Remainder of this Page is Intentionally Left Blank]

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

Exhibit A

FINAL
1987
CONTRACT

AGREEMENT

AGREEMENT made this 8th day of March, 1988,
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 County of DuPage, 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, 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, the City is prepared to provide fire protection service to the District and the District desires to receive those services all on the terms and conditions hereafter set forth.

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

1) The City shall provide fire protection services for the District for the period January 1, 1987 to December 31, 1988 (and from year to year thereafter unless notice of termination is issued by either party as provided in this Agreement) for the territory as set out on the map attached hereto and made a part hereof as Exhibit A.

2) The City's fire department shall respond to all fire calls and emergencies arising in said District's territory with the same equipment and the same fire-fighting personnel as

Exhibit A

utilized in responses to similar fire calls and emergencies occurring within the City's territory. In all respects, the City's fire department shall respond to fire calls and emergencies arising in said District territory in the same manner as similar calls arising within the City.

3) The City's fire department shall maintain and operate its equipment and fire-fighting materials in accordance with accepted fire department procedures so that adequate equipment and materials are available for the services to be rendered to the District.

4) The City shall be responsible for all activities of the City's fire department with respect to the District and shall hold the District and its officers and employees harmless from any and all claims, actions, damages and fees arising from the actions or inactions of the City and its fire department, but shall not indemnify or hold the District harmless with respect to any action or inaction by the District. The District shall indemnify and hold the City harmless as to any action or inaction by the District.

5) The District shall pay the City for the year commencing January 1, 1987 and terminating December 31, 1987, the sum of Thirty Thousand (\$30,000.00) Dollars. Said sum to be payable on or before October 31, 1987.

6) The District shall pay the City for each year commencing January 1, 1988 and thereafter and amount equal to the maximum levy allowable by law for the District on the equalized assessed valuation of all property within the District for which the City is providing fire protection, less an amount equal to the reasonable operating and maintenance expenses of the District for the payment of salaries, dues, bonds, auditing and legal expenses and other reasonable administrative expenses normally incurred in the operation of the fire protection District as allocable against the property served by the City and as shall be established by Budget and Appropriation Ordinance determined and approved by the District. Said sum shall be payable yearly and shall be payable on or before October 31st of the year to which the payment applies. In default of said payment, the City, at its option and upon giving ten (10) days' written notice to the District, may terminate this agreement and refuse to render the fire suppression service provided for herein.

7) The District shall, prior to December 31, 1988, cause a referendum to be put to the voters of the District to raise the

tax rate in the District to a level reasonably calculated to be sufficient to pay the City an amount for services hereunder as determined by the following formula:

$$\frac{\text{Assessed Valuation District}}{\text{Assessed Valuation City} + \text{Assessed Valuation District}} \times \text{City Fire Protection Budget} = \text{Fire Service Fee}$$

The District agrees to cause the aforesaid referendum to be placed on the ballot, shall support the passage of the referendum, and take no action calculated to cause defeat of the referendum. Upon passage of the referendum, the tax rate approved thereby shall be levied for that year of passage. However, nothing herein shall require the District to seek a referendum nor levy for a rate in excess of .40% of the value of all taxable property within the District (or any part thereof) as equalized and assessed (i.e., the maximum levy allowable by referendum pursuant to Ill. Rev. Stat., Ch. 127 1/2, Sec. 34) and the District shall thereafter pay City not more than the maximum levy allowable by law for the District on the equalized assessed valuation of all property within the District for which the City is providing fire protection, less an amount equal to the ~~reasonable operating and maintenance expenses of the District~~ for the payment of salaries, dues, bonds, auditing and legal expenses and other reasonable administrative expenses normally incurred in the operation of the fire protection District as allocable against the property served by the City and as shall be established by Budget and Appropriation Ordinance determined and approved by the District. Said sum shall be payable yearly and shall be payable on or before October 31st of the year to which the payment applies.

It is acknowledged and agreed that the Fire Protection Budget included as part of the formula contained herein shall be the total annual budget of the City's Fire Department as determined from year to year by the City. Such budget shall include the budgets for fire pension, fire suppression/extinguishment, fire prevention and ambulance service.

8) No other fees, charges, expenses or damages shall be assessed against the Fire Protection District for the services to be rendered hereunder, except as set forth herein.

9) The City shall quarterly report to the Fire Protection District the number of fire calls and emergencies arising in the District territory served by the City and shall provide other records and information as the District shall reasonably request

relating to the providing of fire protection within and without the District.

10) The District agrees to maintain books and records to properly show its financial condition and, at all reasonable times, to make the same available for examination by representatives of the City.

11) Ambulance and paramedic service shall be provided to the District on a per call basis at a rate equal to that charged for other similar out-of-city service.

12) This agreement may be cancelled by either party by giving not less than sixty (60) days' written notice to the other party of its intention to cancel same, in which case, the agreement shall terminate on the 31st day of October in the year next following the filing of the cancellation notice, provided that the provisions of Section 6 shall control in the event of a default by the District of payments due under this Agreement.

13) All notices, demands, statements or reports and other instruments, required or permitted to be served upon or furnished to one party by the other party shall be in writing and shall be deemed to have been sufficiently served and furnished if delivered or mailed to:

If to the City:
City Manager
City of Elmhurst
119 Schiller Street
Elmhurst, IL 60126

Bensenville Fire Protection
District No. 1
c/o Tim Beck, President
3 N 276 Howard
Elmhurst, IL 60126

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

BENSENVILLE FIRE PROTECTION
DISTRICT #1

By: *Timothy D Beck*

ATTEST: *John H. Inoke*
Secretary

CITY OF ELMHURST

By: *Christine Quinn*

Attest: *Alice Rayer*
City Clerk

By: *Dorothy L. Schmidtke*
Dorothy L. Schmidtke,
Deputy City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

C E R T I F I C A T E

I, JOHN A. GROBE, do hereby certify that I am District Secretary of BENSENVILLE FIRE PROTECTION DISTRICT NO. 1 in the County of DuPage, State of Illinois, and, as such, I am the keeper of the records, resolutions, ordinances and seal of said District.

I further certify that the attached and foregoing is a true and correct copy of the Resolution of said BENSENVILLE FIRE PROTECTION DISTRICT NO. 1; that said Resolution was duly passed at a meeting of the Board of Trustees of BENSENVILLE FIRE PROTECTION DISTRICT NO. 1, duly held on the 18th day of February, 1988 and now remains on file in my office.

WITNESS MY HAND and corporate seal of said BENSENVILLE FIRE PROTECTION DISTRICT NO. 1 this 18th day of February, 1988.



Secretary
BENSENVILLE FIRE PROTECTION DISTRICT NO. 1

(SEAL)

(8)

RESOLUTION

WHEREAS, BENSENVILLE FIRE PROTECTION DISTRICT NO. 1 (hereafter the DISTRICT) is responsible for providing fire protection for territory within the jurisdiction of the DISTRICT; and

WHEREAS, the DISTRICT has negotiated with the City of Elmhurst concerning the providing of fire protection services for certain of the territory within the jurisdiction of the DISTRICT; and

WHEREAS, it is in the best interests of DISTRICT, its residents and the public for the DISTRICT to enter into a fire protection services Agreement with the City of Elmhurst, substantially in accord with the draft Agreement attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED, that the President and Secretary of the DISTRICT are hereby authorized to negotiate and execute a fire protection services Agreement with the City of Elmhurst substantially in accord with the terms and conditions contained in the draft Agreement attached hereto as Exhibit "A".

Be it further resolved that this Resolution shall be effective on the date of its adoption.

**A RESOLUTION APPROVING A FIRE PROTECTION SERVICE
AGREEMENT WITH THE BENSENVILLE FIRE
PROTECTION DISTRICT NO. 1**

WHEREAS, the City of Elmhurst is prepared to provide fire protection service to the Bensenville Fire Protection District No. 1 and the District desires to receive such services; and

WHEREAS, the Finance, Council Affairs and Administrative Services Committee has reviewed and recommended approval of a proposed agreement specifying the terms and conditions of the provision of such fire protection service.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELMHURST, DU PAGE COUNTY, ILLINOIS, that the Fire Protection Service Agreement with Bensenville Fire Protection District No. 1, attached hereto as Exhibit "A" be approved.

BE IT FURTHER RESOLVED that the Mayor is authorized to sign, and the City Clerk is authorized to attest to the aforesaid Agreement:

Approved this 5th day of January, 1988.

MAYOR

Adopted this 4th day
of January, 1988.

Ayes: 13 Nays: 0

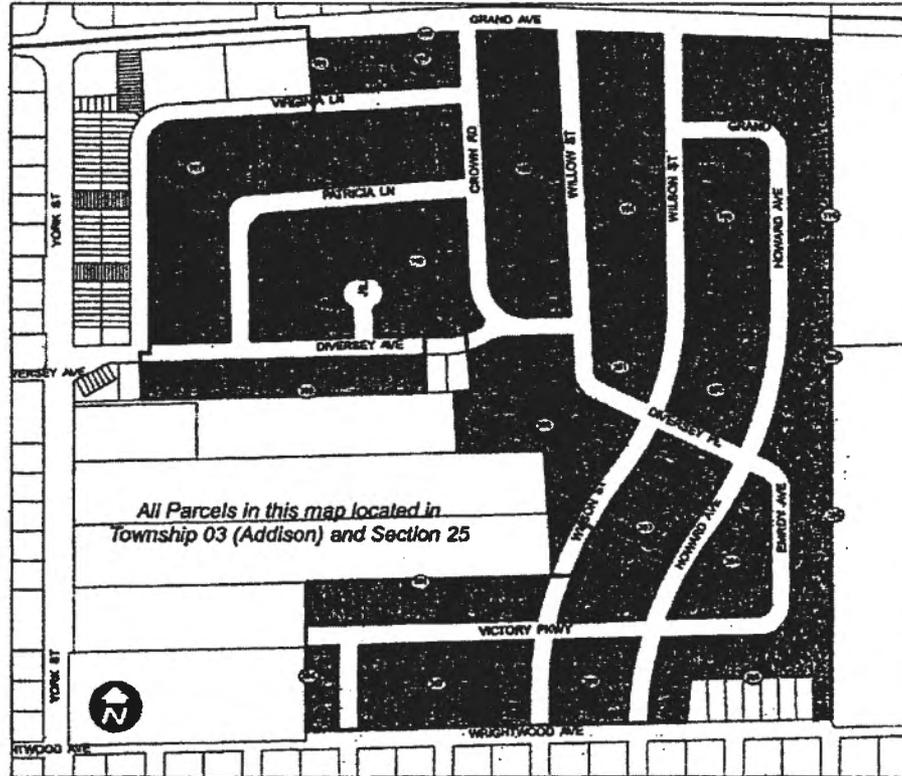
Alice Doyle
Alice Doyle, City Clerk

By: Dorothy L. Schmidtke
Dorothy L. Schmidtke
Deputy City Clerk

Copies To All
Elected Officials

12/31/87

Exhibit B



All Parcels in this map located in
Township 03 (Addison) and Section 25

Bensenville Fire Protection District No. 1
Properties South of Grand Avenue

Tax Billing Information from September 2008
DuPage County Real Estate File

2007 Tax Parcels and Sept 2008 Real Estate File provided by
DuPage County. Map prepared on October 3, 2008 by
City of Bensenville GIS.

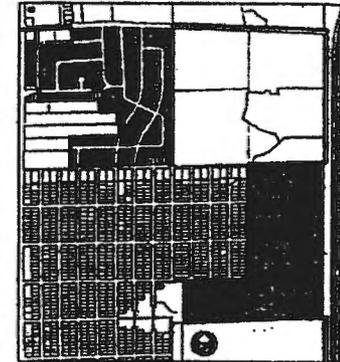


Exhibit B

SECOND AMENDED MODIFICATION AGREEMENT

SECOND 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 and the City have discussed a "Successor Agreement" for the provision of fire protection and ambulance services to replace the Agreement. However, the City and the District have not reached an understanding for a Successor Agreement; and

WHEREAS, all other provisions of the Agreement stay in full force and effect unless amended by this Second 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, 2013; 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, 2013; 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, 2013; 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 Second 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 Second Amended Modification sets forth all agreements, understandings and covenants between and among the parties relative to the matters herein contained. This Second 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 Second 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 Second Amended Modification and, to that end, all

provisions, covenants, agreements or portions of this Second Amended Modification are declared to be severable.

7) This Second 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 Second Amended Modification.

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

IN WITNESS WHEREOF, this Second Amended Modification has been executed and delivered as of the date first set forth in this Second 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 to approve and authorize the execution of a modification agreement with the Bensenville Fire Protection District #1 (hereinafter the "District") in connection with the City's providing fire protection and emergency services (hereinafter the "Services") to residents in the District's territory.

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the City's Public Affairs and Safety Committee, the City Attorney prepared a resolution to authorize the execution of a modification agreement with the District for the Services. The Modification Agreement extends the term of the prior Agreement for the Services until the earlier of either: 1) October 31, 2013; or 2) the effective date of a Successor Agreement.

R- 68- 2012

**A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF
THE 2013 EMPLOYEE DENTAL INSURANCE BENEFIT AGREEMENT
BY AND BETWEEN BLUE CROSS BLUE SHIELD AND THE CITY OF ELMHURST**

WHEREAS, the City of Elmhurst (hereinafter the "City") has provided fully insured dental insurance benefits to the City's employees since 1999; and

WHEREAS, the City's Finance, Council Affairs and Administrative Services Committee has reviewed the 2013 employee dental insurance benefit renewal and has recommended the plan Proposed by Blue Cross Blue Shield for the 2013 benefit plan year; and

WHEREAS, Blue Cross Blue Shield (hereinafter "BCBS") and the City have agreed to enter into an Agreement for the 2013 Employee Dental Insurance Benefit for a one-year period commencing January 1, 2013, a copy of which is attached hereto and made a part hereof; and

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

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 City Council does hereby approve the Agreement with BCBS Dental, for a one-year period commencing January 1, 2013, a copy of which is attached hereto as Exhibit "A" and made a part hereof.

Section 2: That the Mayor is hereby authorized to execute said Agreement on behalf of the City and to take all necessary steps to effectuate the terms thereof.

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

Exhibit A



Benefit Program Application (“ASO BPA”)

Applicable to Administrative Services Only (ASO) Group Accounts

administered by Blue Cross and Blue Shield of Illinois, a division of Health Care Service Corporation, a Mutual Legal Reserve Company, hereinafter referred to as “Claim Administrator” or “HCSC”

Group Status: New ASO Account

If former HCSC Insured Group converting to ASO, on what basis? Not applicable

Employer Account Number (6-digits): 014582

Group Number(s):

Section Number(s):

1000,1001,2000,3000,4000,5000,8888

Legal Employer Name: Clty of Elmhurst

(Specify the employer or the employee trust applying for coverage. Names of subsidiary or affiliated companies to be covered must also be included. AN EMPLOYEE BENEFIT PLAN MAY NOT BE NAMED.)

ERISA Plan: Yes No

If yes, specify ERISA Plan Year: 1/1/2013

ERISA Plan Administrator:

Plan Administrator’s address:

Effective Date of Coverage: 1/1/2013

Anniversary Date: 1/1/2014

ACCOUNT INFORMATION

NO CHANGES

Address: 209 North York Street

City: Elmhurst

State: IL

Zip: 60126

Standard Industry Code (SIC): 9111

Employer Identification Number (EIN): 36-6005866

Subsidiaries:

Affiliated Companies:

(If Affiliated Companies listed above are to be covered, a separate “Addendum to the Benefit Program Application Regarding Affiliated Companies” must be completed, signed by the Employer’s authorized representative, and attached to this Benefit Program Application.)

Administrative Contact: Valerie Johnson

Phone Number: 6305303770

Fax Number: 6305303311

Title: Human Resources Manager

Email Address:

valerie.johnson@elmhurst.org

Blue Access for Employers (BAE) Contact: Valerie Johnson

Phone Number: 6305303770

Fax Number: 6305303311

(The BAE Contact is the Employee of the Account authorized by the Employer to access and maintain its account via BAE.)

Email Address:

valerie.johnson@elmhurst.org

SCHEDULE OF ELIGIBILITY

NO CHANGES

1. Eligible Person means:

A full-time employee of the Employer.

A full-time employee who is a member of:

(name of union)

Other:

2. Full-Time Employee means:

A person who is regularly scheduled to work a minimum of 36 hours per week and who is on the permanent payroll of the Employer.

Other: Employees with less than 20 years of service provided they supply and collect a pension immediately following retirement (age 50 for police/fire- age 55 for IMRF) or employees with more than 20 years of service

3. The Effective Date of termination for a person who ceases to meet the definition of Eligible Person:
- The date such person ceases to meet the definition of Eligible Person.
 - The last day of the calendar month in which such person ceases to meet the definition of an Eligible Person.
 - Other:

4. Civil Union Partners covered:

- i. Yes. Check "Yes" if Employer is an Illinois county, municipality, the State of Illinois, subject to the Illinois School Code, a church plan or other non-ERISA plan. For such Employers, a Civil Union Partner and his or her dependents are automatically eligible to enroll for coverage and, once enrolled, eligible for continuation of coverage as described in the Employer's Plan. Skip to item 5 below.

- ii. For all other Employers, Yes No

If yes: A Civil Union Partner and his or her dependents are eligible to enroll for coverage.

If yes, are Civil Union Partners and his or her dependents eligible for continuation of coverage? Yes No

The Employer is responsible for providing notice of possible tax implications to those Covered Employees with coverage for Civil Union Partners.

5. Domestic Partners covered: Yes No

If yes: A Domestic Partner is eligible to enroll for coverage.

If yes, are Domestic Partners eligible for continuation of coverage? Yes No

If yes, are dependents of Domestic Partners eligible to enroll for coverage? Yes No

If yes, are dependents of Domestic Partners eligible for continuation of coverage? Yes No

The Employer is responsible for providing notice of possible tax implications to those Covered Employees with coverage for Domestic Partners.

6. The Limiting Age for covered children is **Twenty-six (26) years**, regardless of presence or absence of a child's financial dependency, residency, student status, employment, marital status or any combination of those factors. For plan years beginning before January 1, 2014, an ASO grandfathered group health plan may exclude an adult child under 26 from coverage only if the child is eligible to enroll in an eligible employer sponsored health plan (as defined in Section 5000A(f)(2) of the Internal Revenue Code) other than a group health plan of a parent.

If Employer is an Illinois county, municipality, the State of Illinois, or subject to the Illinois School Code, this Limiting Age is extended to **thirty (30) years**, for unmarried eligible military personnel as described in the Employer's Plan.

To cover dependent children age twenty-six (26) and over other than unmarried eligible military personnel described above, you may select and complete option i. or ii. below:

- i. The Limiting Age for covered children age twenty-six (26) or over,
 who are unmarried
 regardless of marital status,

is _____ years. (Twenty-seven (27) through thirty (30) are the available options.)

- ii. The Limiting Age for covered children **who are full-time students** and age twenty-six (26) or over,
 who are unmarried
 regardless of marital status,

is _____ years (Twenty-seven (27) through thirty (30) are the available options.)

Coverage based on the Limiting Age(s) elected above terminates on:

- The birthday on which the Limiting Age is reached.
- The last day of the calendar month in which the Limiting Age is reached.

However, such coverage shall be extended in accordance with any applicable federal or state law.

7. The Eligibility Date for a person who becomes an Eligible Person after the Effective Date of the Employer's health care plan:
- The date of employment.
 - The day of employment.
 - The day of the month following month(s) or days of employment.
 - The 1st day of the month following the date of employment.
 - Other:

8. Enrollment:

Special Enrollment: An Eligible Person may apply for coverage, Family coverage or add dependents within thirty-one (31) days of a qualifying event if he/she did not apply prior to his/her Eligibility Date or when eligible to do so. Such person's Coverage Date, Family Coverage Date, and/or dependent's Coverage Date will be the effective date of the qualifying event or, in the event of Special Enrollment due to termination of previous coverage, the date of application of coverage. In the case of a qualifying event due to loss of coverage under Medicaid or a state children's health insurance program, however, this enrollment opportunity is not available unless the Eligible Person requests enrollment within sixty (60) days after such coverage ends.

Late Enrollment: An Eligible Person may apply for coverage, Family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when eligible to do so. Such person's Coverage Date, Family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by the Claim Administrator and the Employer.

Open Enrollment: Yes No

An Eligible Person may apply for coverage, Family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when eligible to do so, during the Employer's Open Enrollment Period.

- Specify Open Enrollment Period: November & December for January 1st effective date

Such person's Coverage Date, Family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by the Claim Administrator and the Employer. Such date shall be subsequent to the Open Enrollment Period.

9. Extension of benefits due to Temporary Layoff, Disability or Leave of Absence:

Temporary Layoff: 30 days Disability: 30 days Leave of Absence: 30 days

However, benefits shall be extended for the duration of an Eligible Person's leave in accordance with any applicable federal or state law.

10. COBRA Auto Cancel? Yes No

Member's COBRA/Continuation of Coverage will be automatically cancelled at the end of the member's eligibility period.

LINES OF BUSINESS
(Check all applicable products/services)

NO CHANGES

- | | |
|--|--|
| <input type="checkbox"/> Participating Provider Option
<input type="checkbox"/> Point of Service (BlueChoice)
<input type="checkbox"/> Blue Choice Select
<input type="checkbox"/> Comprehensive Major Medical
<input type="checkbox"/> Base Plus
<input type="checkbox"/> Stop Loss <i>(if purchased, complete separate Exhibit)</i> | <input type="checkbox"/> Outpatient Prescription Drugs:
<input type="checkbox"/> Outpatient Prescription Drug Program
<input type="checkbox"/> Covered under the medical benefit
<input checked="" type="checkbox"/> Dental
<input type="checkbox"/> Blue Care Connection®
<input type="checkbox"/> Health Care Account (HCA) Administrative Services |
|--|--|

to the Stop Loss Coverage Policy)

(if purchased, complete separate HCA BPA)

Dearborn National Life Insurance *(if purchased, complete separate Life application)*

BlueEdge FSA (Vendor: ConnectYourCare)
(available 1/1/2013)

HCSC COBRA Administrative Services *(if purchased, complete separate COBRA Administrative Services Addendum)*

FEE SCHEDULE

Fee Schedule Period

To begin on Effective Date of Coverage and continue for:

- 12 Months Other (please specify): 24 Months

Administrative Charge(s)

NO CHANGES

Applies to all coverages

Different percentage(s) or amount(s) for the following types of coverages. Please specify:

Subscriber Share Methodology for Illinois Network Provider Claims Applies: Yes No

(If no, a letter declining Subscriber Share Methodology for Claims processing must be attached to this Benefit Program Application.)

Administrative Charge Chart:

Each column can be used to differentiate rates between product types or employee tiers. All columns do not need to be used. All fees listed are per employee per month.

Product / Service	Dental			
Administrative Fee	\$5.20	\$	\$	\$
Choose an Item	\$	\$	\$	\$
Choose an Item	\$	\$	\$	\$
Choose an Item	\$	\$	\$	\$
Choose an Item	\$	\$	\$	\$
Prescription Drug Rebate Credit per Covered Employee per month is the guaranteed Prescription Drug Rebate savings reflected as a Prescription Drug Rebate credit. Expected rebate amounts to be received by the Claim Administrator are passed back to the Employer with one hundred percent (100%) of the expected amount applied as a credit on the monthly billing statement on a per Covered Employee per month basis. Rebate credits are paid prospectively to the Employer and shall not continue after termination of the Prescription Drug Program. (Further information concerning this credit is included in the governing Administrative Services Agreement to which this ASO BPA is attached under the section titled "CLAIM ADMINISTRATOR'S SEPARATE FINANCIAL ARRANGEMENTS WITH PHARMACY BENEFIT MANAGERS.")	\$	\$	\$	\$
Blue Care Connection® ("BCC") Program: Choose an item	\$	\$	\$	\$
BCC Program Buy Up(s): Description: Choose an Item	\$	\$	\$	\$
Description: Choose an Item	\$	\$	\$	\$
Description: Choose an Item	\$	\$	\$	\$
Other: _____	\$	\$	\$	\$
Other: _____	\$	\$	\$	\$
Other: _____	\$	\$	\$	\$
Other: _____	\$	\$	\$	\$
Other: _____	\$	\$	\$	\$

Legacy Carve Out Disease Management: Not applicable

Additional Comments (Provide any additional details regarding the fee structure):

Claim Administrator Provider Access Fee(s)

NO CHANGES

Group Number(s):

% of ADP Savings: %

\$ per Covered Employee per month: \$

Complete for Groups with multiple Provider Access Fees by products (i.e., CMM, PPO and/or POS plans):

Group Number(s):

% of ADP Savings: %

\$ per Covered Employee per month: \$

BlueCard Program/Network access fees: Available upon request.

Other Service and/or Program Fee(s)

NO CHANGES

Not applicable to Grandfathered Plans

External Review Coordination:

If selected, Employer acknowledges and agrees: (i) to a fee of \$700 for each external review requested by a Covered Person that the Claim Administrator coordinates for the Employer in relation to the Employer's Plan; (ii) that the Claim Administrator's coordination shall include reviewing external review requests to ensure that they meet eligibility requirements, referring requests to accredited external independent review organizations, and reversing the Plan's determinations if so indicated by external independent review organizations; and (iii) that the external reviews shall be performed by an independent third party entity or organization and not the Claim Administrator. Amounts received by Claim Administrator and external independent review organizations may be revised from time to time and may be paid each time an external review is undertaken. Further, Employer elects for external reviews to be performed under the process selected below (select one):

State of Illinois External Review Process

Federal Affordable Care Act Process

Reimbursement Provision: Yes No

If yes: It is understood and agreed that in the event the Claim Administrator makes a recovery on a third-party liability claim, the Claim Administrator will retain 25% of any recovered amounts other than recovered amounts received as a result of or associated with any Workers' Compensation Law.

Conversion Privilege: Yes No *If yes, conversion fee: \$6,000 per conversion.*

Claim Administrator's Third Party Recovery Vendor:

It is understood and agreed that in the event the Claim Administrator's Third Party Recovery Vendor makes a recovery on a claim, the Employer will pay no more than 25% of any recovered amount.

Termination Administrative Charge

As applies to the Run-Off Period indicated in the Payment Specifications section below:

- i. **For service charges (including, but not limited to, access fees) billed on a per Covered Employee basis at the time of termination**, the Termination Administrative Charge will be the amount equal to ten percent (10%) of the annualized charges based on the service charges in effect as of the termination date and the Plan participation of the two (2) months immediately preceding the termination date. Such aggregate amount will be due the Claim Administrator within ten (10) days of the Claim Administrator's notification to the Employer of the Termination Administrative Charge described herein.
- ii. **For service charges (including, but not limited to, access fees) billed on a basis other than per Covered Employee at the time of termination**, the Termination Administrative Charge will be such service charges in effect at the time of termination to be applied and billed by the Claim Administrator, and paid by the Employer, in the same manner as prior to termination.

Termination Administrative Charges assume the continuation of the Plan benefit program(s) and the administrative services in effect prior to termination. Should such Plan benefit program(s) and/or administrative services change, or in the event the average Plan enrollment during the three (3) months immediately preceding termination varies by ten percent (10%) or more from the enrollment used to determine the service charges in effect at the time of termination, the

Claim Administrator reserves the right to adjust the rates for service charges (including, but not limited to, access fees) to be used to compute the Termination Administrative Charge.

Payment Specifications

NO CHANGES

Employer Payment Method: Online Bill Pay Electronic Check

Employer Payment Period: Weekly (*cannot be selected if Check is selected as payment method above*)

Twice-Monthly Monthly Other (please specify):

Claim Settlement Period: Monthly Other (please specify):

Run-Off Period: Employer Payments are to be made for **12** months following end of Fee Schedule Period.
Standard is twelve (12) months.

Final Settlement: Final Settlement is to be made within 60 days after end of Run-Off Period.
Standard is sixty (60) days.

Broker/Consultant Compensation

The Employer acknowledges that if any broker/consultant acts on its behalf for purposes of purchasing services in connection with the Employer's Plan under the Administrative Services Agreement to which this ASO BPA is attached, the Claim Administrator may pay the Employer's broker/consultant a commission and/or other compensation in connection with such services under the Agreement. If the Employer desires additional information regarding commissions and/or other compensation paid the broker/consultant by the Claim Administrator in connection with services under the Agreement, the Employer should contact its broker/consultant.

OTHER PROVISIONS

NO CHANGES

1. Certificate of Creditable Coverage: Yes No

If yes: The Employer directs the Claim Administrator to issue to individuals, whose coverage under the Plan terminates during the term of the Administrative Services Agreement to which this ASO BPA is attached, a Certificate of Creditable Coverage. The Certificate of Creditable Coverage shall be based upon information required for issuance of a Certificate of Creditable Coverage to be provided to the Claim Administrator by the Employer and coverage under the Plan during the term of the Administrative Services Agreement.

2. Summary of Benefits & Coverage:

a. Claim Administrator will create Summary of Benefits & Coverage (SBC)?

Yes. If yes, please answer question b. The SBC Addendum is attached.

No. If No, then the Employer acknowledges and agrees that the Employer is responsible for the creation and distribution of the SBC as required by Section 2715 of the Public Health Service Act (42 USC 300gg-15) and SBC regulations (45 CFR 147.200), as supplemented and amended from time to time, and that in no event will the Claim Administrator have any responsibility or obligation with respect to the SBC. The Claim Administrator is not obligated to respond to or forward misrouted calls, but may, at its option, provide participants and beneficiaries with Employer's contact information. A new clause (e) is added to Subsection C. in the Additional Provisions as follows: "(e) the SBC". (Skip question b.)

b. Claim Administrator will distribute Summary of Benefits & Coverage (SBC) to participants and beneficiaries?

No. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Agreement) and provide SBC to Employer in electronic format. Employer will then distribute SBC to participants and beneficiaries (or hire a third party to distribute) as required by law.

Yes. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Agreement) and provide SBC to Employer in electronic format. Employer will then distribute to participants and beneficiaries as required by law, except that Claim Administrator will send the SBC in response to the occasional request received directly from individuals.

Yes. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Agreement) and distribute SBC to participants and beneficiaries via regular hardcopy mail or electronically. Distribution Fee for hardcopy mail is \$1.30 per package. The distribution fee will not apply to SBCs that Claim Administrator sends in response to the occasional request received directly from individuals.

3. Case Management Program/Medical Services Advisory: Yes No
- If yes: The undersigned representative authorizes provision of alternative benefits for services rendered to Covered Persons in accordance with the provisions of the Administrative Services Agreement to which this ASO BPA is attached and the Employer's plan document.*
4. Employer acknowledges and agrees to utilize Claim Administrator's standard list of services and supplies for which pre-certification is required: Yes No If no, Employer authorizes Claim Administrator to post Employer's pre-certification requirements on Claim Administrator's Website: Yes No
5. The Massachusetts Health Care Reform Act requires employers to provide, or contract with another entity to provide, a written statement to individuals residing in Massachusetts who had "creditable coverage" at any time during the prior calendar year through the employer's group health plan and to file a separate electronic report to the Massachusetts Department of Revenue verifying information in the individual written statements.
- a. The Employer directs Claim Administrator to provide written statements of creditable coverage to its Covered Employees who reside, or have enrolled dependents who reside, in Massachusetts and file electronic reports to the Massachusetts Department of Revenue in a manner consistent with the requirements under the Massachusetts Health Care Reform Act. Such written statements and electronic reporting shall be based on information provided to the Claim Administrator by the Employer and coverage under the Plan during the term of the Administrative Services Agreement. The Employer hereby certifies that, to the best of its knowledge, such coverage under the Plan is "creditable coverage" in accordance with the Massachusetts Health Care Reform Act. The Employer acknowledges that the Claim Administrator is not responsible for verifying nor ensuring compliance with any tax and/or legal requirements related to this service. The Employer or its Covered Employees should seek advice from their legal or tax advisors as necessary.
- Yes No
- b. If no: The Employer acknowledges it will provide written statements and electronic reporting to the Massachusetts Department of Revenue as required by the Massachusetts Health Care Reform Act.
6. This ASO Benefit Program Application (ASO BPA) is incorporated into and made a part of the Administrative Services Agreement with both such documents to be referred to collectively as the "Agreement" unless specified otherwise.

ADDITIONAL PROVISIONS:

- A. **Grandfathered Health Plans:** Employer shall provide Claim Administrator with written notice prior to renewal (and during the plan year, at least 60 days advance written notice) of any changes that would cause any benefit package of its group health plan(s) (each hereafter a "plan") to not qualify as a "grandfathered health plan" under the Affordable Care Act and applicable regulations. Any such changes (or failure to provide timely notice thereof) can result in retroactive and/or prospective changes by Claim Administrator to the terms and conditions of administrative services. In no event shall Claim Administrator be responsible for any legal, tax or other ramifications related to any plan's grandfathered health plan status or any representation regarding any plan's past, present and future grandfathered status. The grandfathered health plan form ("Form"), if any, shall be incorporated by reference and part of the BPA and Agreement, and Employer represents and warrants that such Form is true, complete and accurate.
- B. **Retiree Only Plans, Excepted Benefits and/or Self-Insured Nonfederal Governmental Plans:** If the BPA includes any retiree only plans, excepted benefits and/or self-insured nonfederal governmental plans (with an exemption election), then Employer represents and warrants that one or more such plans is not subject to some or all of the provisions of Part A (Individual and Group Market Reforms) of Title XXVII of the Public Health Service Act (and/or related provisions in the Internal Revenue Code and Employee Retirement Income Security Act) (an "exempt plan status"). Any determination that a plan does not have exempt plan status can result in retroactive and/or prospective changes by Claim Administrator to the terms and conditions of administrative services. In no event shall Claim Administrator be responsible for any legal, tax or other ramifications related to any plan's exempt plan status or any representation regarding any plan's exempt plan status.
- C. Employer shall indemnify and hold harmless Claim Administrator and its directors, officers and employees against any and all loss, liability, damages, fines, penalties, taxes, expenses (including attorneys' fees and costs) or other costs or obligations resulting from or arising out of any claims, lawsuits, demands, governmental inquiries or actions, settlements or judgments brought or asserted against Claim Administrator in connection with (a) any plan's grandfathered health plan status, (b) any plan's exempt plan status, (c) any plan's design (including but not limited to any directions, actions and interpretations of the Employer), (d) any provision of inaccurate information, and/or (e) the

SBC. Changes in state or federal law or regulations or interpretations thereof may change the terms and conditions of administrative services.

The provisions of paragraphs A-C (directly above) shall be in addition to (and do not take the place of) the other terms and conditions of administrative services between the parties.

Effective 1/1/2013: Dental ASO plans (new business) Gold & Silver

\$5.20 PEPM Admin fee for 24 months

Jessica M. Smith
Sales Representative
890 6308245347 &
3129384620
District Phone & FAX Numbers
Maryann Mileto
Producer Representative
Assurance Agency
Producer Firm
1750 E. Golf Road Schaumburg, IL 60173
Producer Address
8474637314
Producer Phone & FAX Numbers
mmileto@assuranceagency.com
Producer Email Address
362656887
Tax I.D. No.

Signature of Authorized Purchaser
Title
Date

PROXY

The undersigned hereby appoints the Board of Directors of Health Care Service Corporation, a Mutual Legal Reserve Company, or any successor thereof ("HCSC"), with full power of substitution, and such persons as the Board of Directors may designate by resolution, as the undersigned's proxy to act on behalf of the undersigned at all meetings of members of HCSC (and at all meetings of members of any successor of HCSC) and any adjournments thereof, with full power to vote on behalf of the undersigned on all matters that may come before any such meeting and any adjournment thereof. The annual meeting of members shall be held each year in the corporate headquarters on the last Tuesday of October at 12:30 p.m. Special meetings of members may be called pursuant to notice mailed to the member not less than thirty (30) nor more than sixty (60) days prior to such meetings. This proxy shall remain in effect until revoked in writing by the undersigned at least twenty (20) days prior to any meeting of members or by attending and voting in person at any annual or special meeting of members.

Group No.: _____ By: _____
Print Signer's Name Here
➔ _____
Signature and Title

Group Name: City of Elmhurst

Address: 209 North York Street

City: Elmhurst State: IL Zip Code: 60126

Dated this _____ day of _____
Month Year

COUNCIL ACTION SUMMARY

SUBJECT: Resolution to approve and authorize the execution of the 2013 Employee Dental Insurance Benefit Agreement with Blue Cross Blue Shield Dental

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the City's Finance, Council Affairs and Administrative Services Committee, the City Attorney prepared a resolution to authorize the execution of the 2013 Employee Dental Insurance Benefit Agreement with Blue Cross Blue Shield Dental.

R-69-2012

**A RESOLUTION TO APPROVE
AND AUTHORIZE THE EXECUTION OF
MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE FEDERAL BUREAU OF INVESTIGATION
AND THE CITY OF ELMHURST**

WHEREAS, pursuant to 28 U.S.C § 533, 42 U.S.C. § 3771 and 28 C.F.R. § 0.85, the Federal Bureau of Investigation (the “FBI”) and the City of Elmhurst (the “City”), on behalf of the City’s Fire Department, wish to enter into a Memorandum of Understanding (the “MOU”) for the provision of clinical medical education to FBI Paramedic/EMT personnel; and

WHEREAS, the City and the FBI shall bear its own costs which may be related to said MOU.

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 enter into said MOU with the FBI.

Section 3: That 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 MOU between the City and the FBI for provision of clinical medical education to FBI Paramedic/EMT personnel, a copy of which MOU is attached hereto marked as Exhibit “A” and made a part hereof.

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

ADOPTED this _____ day of _____, 2012.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of November, 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 November, 2012.

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

Exhibit "A"

Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
FEDERAL BUREAU OF INVESTIGATION (FBI)
AND THE
CITY OF ELMHURST, ILLINOIS, ON BEHALF OF
THE ELMHURST FIRE DEPARTMENT (EFD)**

PURPOSE

This MOU is an agreement between the FBI and the City of Elmhurst, Illinois, on behalf of the Elmhurst Fire Department (hereafter EFD), for the purpose of providing clinical medical education to FBI Paramedic/EMT personnel.

This MOU is not an obligation or commitment of funds nor a basis for transfer of funds, but rather is a basic statement of the understandings between the parties. Unless otherwise agreed to in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable law, regulations, and policies. The parties expressly acknowledge that this in no way implies that Congress will appropriate funds for such expenditures.

AUTHORITY

This agreement is entered into pursuant to 28 U.S.C. § 533, 42 U.S.C. § 3771, and 28 C.F.R. § 0.85.

ROLES AND RESPONSIBILITIES

It is acknowledged that the training of FBI Paramedic/EMT personnel to deliver pre-hospital care assists the EFD in attaining its goal of optimal health care for the local community. It is also acknowledged that the EFD possesses specialty staffing, a learning environment, facilities, equipment, and educational materials which can be made available to enhance the educational objectives of FBI Paramedic/EMT personnel. In addition, it is acknowledged that this agreement will be to the mutual benefit of the EFD and the FBI and will significantly contribute to national health personnel resources. In light of these mutual benefits and conditions herein contained, the parties hereto agree as follows:

Responsibilities of FBI

1. Maintain complete responsibility for the overall medical direction of FBI Paramedic/EMT personnel. Medical direction of

personnel participating in clinical activities for the purposes of education under this MOU is delegated by the FBI to the clinical EFD instructor in accordance with FBI protocols.

2. Designate a Supervisory Special Agent to be responsible for the administrative scheduling of all FBI personnel participating in this educational program.

3. Ensure that its Paramedic/EMT personnel will be informed of and comply with all applicable rules, regulations, and professional ethical standards of the EFD as specified by EFD representatives. This includes rules and regulations pertaining to confidentiality, patient rights, and delivery of patient care within the EFD.

4. Prepare all instructional/clinical schedules and minimum knowledge and skills objectives for the training requested, subject to the approval of the EFD's Director of Emergency Department/Trauma Services.

5. Furnish the EFD's Director of Emergency Department/Trauma Services with required FBI Paramedic/EMT personnel records of certification and with a competency assessment of each individual which addresses the individual's (i) knowledge of patient age-specific needs and (ii) knowledge of infection control, safety, and emergency procedures.

6. Ensure that student Paramedic/EMT personnel meet the appropriate health requirements prior to their clinical placement. Documentation to be provided will include, but not be limited to: rubella/rubeola/varicella immunity; Double TB Skin Test; proof that the individual student has received or declined (in writing) Hepatitis B vaccine; and a urine drug screen. Documentation of immunity may be verification of two MMRs or titer coverage.

7. Ensure that student Paramedic/EMT personnel are provided the necessary uniforms and supplies not provided by the EFD. This includes name badges which the students are required to wear while in clinical rotations within the EFD.

8. Ensure that student Paramedic/EMT personnel remain responsible for securing transportation and living accommodations when not otherwise provided by the FBI.

9. Ensure that student Paramedic/EMT personnel maintain all required certifications in accordance with Bureau policy, training

protocols, and training proficiency programs. Such Paramedic/EMT personnel must carry, at a minimum, a single state certification and national registry certification. Specifically, each student Paramedic/EMT expected to have patient contact must be certified in CardioPulmonary Resuscitation (CPR).

10. Take appropriate action to remove an individual from the training program if, in the judgment of the FBI and the EFD, the student's conduct, work, or health status interferes with the EFD's ability to provide quality patient care or the student's ability to participate in and/or benefit from the clinical experience.

Responsibilities of the EFD

1. Arrange for the instruction and supervision of student Paramedic/EMT personnel. Work with the FBI in selecting learning experiences which meet specified requirements for the learning experiences of the student. No student will be required to participate in any procedure contrary to his/her religion or conscience.

2. Furnish clinical facilities and opportunities for the clinical experiences required for the programs subject to budgetary appropriation.

3. Advise the Bureau Medical Director of anticipated changes in institutional policies and procedures that affect Paramedic/EMT personnel programs within a reasonable time prior to such time the changes take effect.

4. Monitor the students' progress and maintain liaison with the Bureau's liaison regarding the progress of the students and the quality of the clinical learning experience. Make available institutional staff as resource persons in accordance with a planned schedule approved by the EFD.

5. Provide student Paramedic/EMT personnel the opportunity to perform tasks as outlined in relevant career field training standards and other pertinent Bureau EMT medical protocols.

6. Continue to assume overall responsibility for the total care of patients assigned for selected learning experiences.

7. Provide emergency medical treatment for FBI student Paramedic/EMT personnel while at the EFD for training. Medical

costs incurred by Bureau personnel will be the responsibility of the individuals and their personal insurance. Requisite provisions of the Federal Employees' Compensation Act (FECA) will also apply.

8. Refrain from using the Bureau name in any of its publications or advertising media. Any media releases or statements regarding tactical operations and training scenarios will be handled according to FBI procedures.

9. At the conclusion of a training period's term, ensure that the responsible Bureau liaison communicate with the EFD's liaison regarding the program and any potential improvements.

LIABILITY ISSUES

1. Bureau medical personnel performing services pursuant to this agreement remain employees of the United States performing duties within the scope and course of their federal employment. Accordingly, the provisions of the Federal Tort Claims Act (FTCA) (28 U.S.C. § 1346(b), §§ 2671-2680), including its defenses and immunities, will apply to allegations of negligence or wrongful acts or omissions by Bureau medical personnel while acting within the scope of their duties pursuant to this agreement.

2. The EFD will be responsible for the negligent acts or omissions of its employees pursuant to this MOU. Applicable state law will apply.

3. Each party will be responsible for its own acts or omissions and all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused, or alleged to have been caused by either party, their employees or representatives in performance of, or omission of, any act or responsibility of either party under this MOU. In the event a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim. Any notification of any actual or potential claim or suit against the EFD which names a Bureau student as a party or potential defendant will be reported to the designated FBI liaison. The EFD agrees to cooperate fully with the FBI in the investigation of any claims, to include, to the extent permitted by law, making available any medical records, medical materials including, but not limited to, x-rays, slide, tissues, and witness statements, and the names of all other defendants. The Bureau will cooperate in the investigation and defense of such claims and, with the concurrence of the appropriate

United States Attorney, will, upon request of the FBI Student, assist in the removal of the action to the appropriate Federal District Court with a view towards substituting the United States as a defendant in lieu of the FBI Student.

GENERAL PROVISIONS

1. The Training Program will cover a period of time mutually agreed upon between the EFD and the FBI. The beginning dates and length of experience will be agreed upon at least one month before the beginning of the Training Program.

2. The instruction/clinical period of each group shall be planned by the parties hereto. The number of FBI student Paramedic/EMT personnel assigned to the EFD will be mutually agreed upon between the FBI and the EFD at the beginning of each training period and will not be greater than (2).

3. Bureau personnel and staff members of the EFD are prohibited from publishing any materials developed as a result of their clinical experience that the FBI and the EFD have not approved for release or publication.

4. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the state of Illinois, the United States, or the officers, employees, agents, or other associated personnel thereof. No assignment or rights, duties, or obligations of this MOU shall be made by any party without the express written approval of a duly authorized representative of all other parties.

5. This MOU constitutes the entire Agreement between the parties related to the rights granted and obligations assumed by the parties hereto, and shall remain in full force and effect for three years from the date of signatures. No amendment to this MOU will be made without 30 days' written notice to the other party. Either the Bureau or the EFD shall have the right and privilege to cancel and/or terminate this MOU on 30 days' written notice to the other party.

6. Any notice required or permitted to be given hereunder shall be in writing and shall either be delivered personally to the party to whom such notice is given, or sent to it by United States registered or certified mail, postage prepaid and return receipt requested, addressed or delivered to such party at the address or addresses designated below (or such other address or addresses as may hereafter be designated by a party) by a written notice hereof to the other party:

TO City of Elmhurst: Mayor

TO FBI: Special Agent in Charge

SO AGREED on behalf of the entities/organizations below:

City of Elmhurst

Date

WILLIAM C. MONROE
Acting Special Agent in Charge
Federal Bureau of Investigation
Chicago, Illinois

Date

COUNCIL ACTION SUMMARY

SUBJECT: Resolution to approve and authorize the execution of a Memorandum of Understanding between the Federal Bureau of Investigation and the City of Elmhurst

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

The City Attorney drafted a resolution approving and authorizing the execution of a Memorandum of Understanding between the Federal Bureau of Investigation and the City of Elmhurst for the provision of clinical medical education to FBI/EMT personnel.



CITY OF ELMHURST
209 NORTH YORK STREET
ELMHURST, ILLINOIS 60126-2759
(630) 530-3000
www.elmhurst.org

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

October 24, 2012

To: Mayor DiCianni and Members of the City Council

Re: Vehicle Sticker Fee Review

The Finance, Council Affairs and Administrative Services Committee met October 22, 2012 to review vehicle sticker fees. The review included an overview of current vehicle sticker fees with a specific review of fees charged to senior citizens for B plate trucks.

As the City Council will recall, the vehicle sticker fee structure for senior citizens (persons age 65 or more) was reviewed in fall of 2011. The following changes were made for vehicle sticker fees for senior citizens, effective with the sale of 2012-13 vehicle stickers:

- One discounted vehicle sticker per senior citizen with proof of age and vehicle registration in the same name, compared to an unlimited number of discounted stickers.
- A discount rate of 50% of the regular vehicle sticker fee rather than 75%.
- Discount applies to passenger vehicles, RV's, motorcycles and trucks less than 4,800 pounds, rather than all classifications of vehicles.

It came to staff's attention quickly that many senior citizens (approximately 100) own larger trucks (B plate trucks 4,801 to 8,000 lbs.) as their primary vehicle. The vehicle sticker fee for B plate trucks is \$90 prior to May 1 and \$120 after April 30. Due to the number of senior citizens that are significantly impacted by the change in vehicle classifications eligible for the senior discount, staff recommends that the 50% senior discount apply to the B plate truck category also, effective with the sale of 2013-14 vehicle stickers. The senior discounted rate for the B plate truck category would be \$45 prior to May 1 and \$60 after April 30. The Finance Committee concurs with staff recommendation.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council direct the City Attorney to prepare the appropriate ordinance to provide for a 50% senior citizen discount for the B plate truck (4,801 to 8,000 pound) classification, effective with the sale of 2013-14 vehicle stickers.

Copies To All
Elected Officials

11/01/2012

Page 2

October 24, 2012

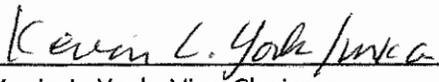
To: Mayor DiCianni and Members of the City Council

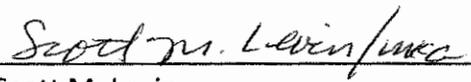
Re: Vehicle Sticker Fee Review

Respectfully submitted,
FINANCE, COUNCIL AFFAIRS AND
ADMINISTRATIVE SERVICES
COMMITTEE

Stephen W. Hipskind, Chairman


Mark A. Mulliner


Kevin L. York, Vice Chairman


Scott M. Levin



CITY OF ELMHURST

209 NORTH YORK STREET
ELMHURST, ILLINOIS 60126-2759

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

October 23, 2012

To: Mayor DiCianni and Members of the City Council

Re: Resolution Regarding Estimated Property Taxes to be Levied for the 2012 Tax Year

The Finance, Council Affairs and Administrative Services Committee met October 22, 2012, to begin review of the 2012 property tax levy.

As part of this initial review, staff informed the Finance Committee that pursuant to the Illinois Truth in Taxation law, the City of Elmhurst is required to estimate the taxes to be levied for the 2012 tax year not less than twenty (20) days prior to adoption of the 2012 Tax Levy Ordinance. To allow the tax levy process to progress consistent with the attached 2012 Property Tax Levy Timeline, it is necessary for the City Council to approve a resolution determining the estimated property taxes to be levied for the 2012 tax year, at the November 5, 2012, City Council meeting.

The estimated property taxes stated in the resolution **does not** commit the City Council to that estimate in any way. The final tax levy approved by the City Council can be greater or less than the estimated property taxes stated in the resolution. The Finance Committee used the following methodology to estimate the 2012 property taxes:

- Actual mandated contributions for Firefighters' Pension and Police Pension.
- 80% of the 2012-13 General Fund Budget for IMRF and FICA.
- Actual contract obligation for Ambulance.
- 2011 actual tax levy for Fire Protection.
- 2012 Library levy approved by the Elmhurst Public Library Board.
- 2012 Corporate levy for current year and prior year new growth for Elmhurst Memorial Healthcare Center (EMHC).

A worksheet supporting the estimate is attached. A copy of the required resolution is also attached. The estimated tax levy amount of \$16,764,039 includes both an estimate for the City (\$9,458,539) and an estimate for the Library (\$7,305,500). It should be noted that the "Debt Service Not Abated" is not part of the City's annual tax levy. Debt Service was previously levied as part of the original bond ordinances. The Finance Committee will continue its review of the 2012 tax levy at its next committee meeting.

Copies To All
Elected Officials

11/01/2012

Page 2

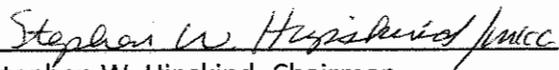
October 23, 2012

To: Mayor DiCianni and Members of the City Council

Re: Resolution Regarding Estimated Property Taxes to be Levied for the 2012 Tax Year

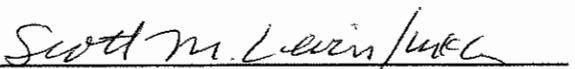
It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council approve Resolution No. R-64-2012 to comply with the Illinois Truth in Taxation Law requirement.

Respectfully submitted,
FINANCE, COUNCIL AFFAIRS AND
ADMINISTRATIVE SERVICES
COMMITTEE


Stephen W. Hipskind, Chairman


Mark A. Mulliner


Kevin L. York, Vice Chairman


Scott M. Levin

TaxLevyResolution2012

CITY OF ELMHURST
2012 PROPERTY TAX LEVY TIMELINE

<u>Action</u>	<u>Proposed Date</u>
Finance Committee begins review of 2012 tax levy.	October 9
City Council approves a resolution stating the estimated property taxes to be levied for the 2012 tax year, required by the Illinois Truth in Taxation Law	November 5
Finance Committee continues review.	October 22 November 12
City Council approves 2012 tax levy report.	November 19
Truth in Taxation public hearing held, if required.	December 3
City Council approves 2012 tax levy ordinance. If public hearing is not required. If public hearing is required.	December 3 December 17
2012 tax levy ordinance filed with DuPage County.	No later than December 24

**CITY OF ELMHURST
ESTIMATED 2012 TAX LEVY**

	Estimated		% Inc.	Actual Tax Levy	
	2012 Tax Levy Amount	Rate		2011 Amount	Rate
General:					
Fire Protection	4,479,351	0.224	0.00	4,479,351	0.208
Ambulance	129,100	0.006	0.86	128,000	0.006
City Contribution IMRF	680,240	0.034	13.32	600,280	0.028
City Contribution FICA	541,200	0.027	1.35	534,000	0.025
Sub-total General	5,829,891	0.292	1.54	5,741,631	0.267
Firefighters' Pension	1,261,036	0.063	(1.46)	1,279,667	0.059
Police Pension	1,926,082	0.096	6.14	1,814,654	0.084
Sub-total City Tax Levy without Debt Service	9,017,009	0.451	2.05	8,835,952	0.410
Corporate for EMHC New Growth	441,530	0.022		198,662	0.009
Total City Levy	9,458,539	0.473	4.69	9,034,614	0.419
Library General	7,036,000	0.352	1.50	6,932,000	0.322
Corporate for EMHC New Growth	269,500	0.013		122,736	0.006
Total Library Levy	7,305,500	0.366	3.55	7,054,736	0.328
Total Tax Levy	16,764,039	0.839	4.19	16,089,350	0.747
Percentage Change/Prior Year	4.19%			3.36%	
Assessed Valuation	1,997,878,064			2,153,797,013	
Percentage Change/Prior Year	est. 8.4% dec. w/\$25 mil EMHC			-5.5% w/\$38 mil EMHC	
Debt Service Not Abated	2,296,047	0.115	(3.70)	2,384,288	0.111

**A RESOLUTION DETERMINING THE ESTIMATED PROPERTY TAXES
TO BE LEVIED BY THE CITY OF ELMHURST FOR THE 2012 TAX YEAR**

WHEREAS, the Truth-in-Taxation Law (35 ILCS 200/18-55 et seq.) requires corporate authorities to determine the amounts of money, exclusive of any portion attributable to the cost of conducting an election required by the Election Code and debt service levies, estimated to be necessary to be raised by taxes from year to year;

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. Determination of Estimate of Taxes to be Levied.

The corporate authorities of the City of Elmhurst, Illinois, do hereby determine that the estimated aggregate tax levy amount for the 2012 tax year, exclusive of any portion of that levy attributable to the cost of conducting an election required by the general election law, is Sixteen Million Seven Hundred Sixty-Four Thousand Thirty-Nine Dollars (\$16,764,039.00).

SECTION 2. This Resolution shall be in full force and effect upon its passage in the manner provided by law.

ADOPTED this 5th day of November 2012, pursuant to a roll call vote as follows:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTENTION: _____

APPROVED by me this 5th day of November, 2012.

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

ATTESTED and filed in my office,
this 5th day of November, 2012.

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

R-64-2012

**A RESOLUTION DETERMINING THE ESTIMATED PROPERTY TAXES
TO BE LEVIED BY THE CITY OF ELMHURST FOR THE 2012 TAX YEAR**

WHEREAS, the Truth-in-Taxation Law (35 ILCS 200/18-55 et seq.) requires corporate authorities to determine the amounts of money, exclusive of any portion attributable to the cost of conducting an election required by the Election Code and debt service levies, estimated to be necessary to be raised by taxes from year to year;

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. Determination of Estimate of Taxes to be Levied.

The corporate authorities of the City of Elmhurst, Illinois, do hereby determine that the estimated aggregate tax levy amount for the 2012 tax year, exclusive of any portion of that levy attributable to the cost of conducting an election required by the general election law, is Sixteen Million Seven Hundred Sixty-Four Thousand Thirty-Nine Dollars (\$16,764,039.00).

SECTION 2. This Resolution shall be in full force and effect upon its passage in the manner provided by law.

ADOPTED this 5th day of November 2012, pursuant to a roll call vote as follows:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTENTION: _____

APPROVED by me this 5th day of November, 2012.

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

ATTESTED and filed in my office,
this 5th day of November, 2012.

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

COUNCIL ACTION SUMMARY

SUBJECT: A Resolution determining the estimated property taxes to be levied by the City of Elmhurst for the 2012 Tax Year.

ORIGINATOR: City Attorney / Finance Department

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the Illinois Truth in Taxation Law, the City of Elmhurst is required to estimate the taxes to be levied for the 2012 Tax Year not less than twenty (20) days prior to adoption of the 2012 Tax Levy Ordinance.

Enclosed for your consideration is a Resolution Determining the Estimated Property Taxes to be Levied by the City of Elmhurst for the 2012 Tax Year.

R - 66 - 2012

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT BETWEEN THE CITY OF ELMHURST, ILLINOIS AND ARCO/MURRAY NATIONAL CONSTRUCTION COMPANY, INC. FOR PRELIMINARY DUE DILIGENCE, INVESTIGATIONS AND SITE DESIGN FOR THE ADDISON STREET PARKING DECK SITE, 135-145 ADDISON STREET, ELMHURST, ILLINOIS

WHEREAS, the City of Elmhurst is a party to a certain Development, Loan and Land Purchase and Sale Agreement, dated February 17, 2009 (“Development Agreement”), the terms of which, *inter alia*, provide for the City of Elmhurst to acquire and assemble certain real property for the purpose of constructing a mixed use public parking deck and retail structure (“Addison Street Parking Deck”); and

WHEREAS, the City of Elmhurst has acquired the properties located at 135-145 Addison Street, Elmhurst, Illinois, and anticipates constructing the Addison Street Parking Deck, pursuant to the Development Agreement, on the site; and

WHEREAS, in order to commence the necessary preliminary due diligence, investigations and site design necessary for the construction of the Addison Street Park Deck, the City of Elmhurst finds it advisable, necessary and in the public interest to waive the procedure prescribed for competitive bidding and to perform certain preliminary due diligence, investigations and site design on the Addison Street Parking Deck Project site, located at 135-145 Addison Street, Elmhurst, Illinois; and

WHEREAS, the City of Elmhurst has received a proposal for the preliminary due diligence, investigations and site design of the Addison Street Parking Deck site located at 135-

145 Addison Street, Elmhurst, Illinois, from ARCO/Murray National Construction Company, Inc.;

and

WHEREAS, it is advisable, necessary and in the public interest of the City of Elmhurst to enter into a contract with ARCO/Murray National Construction Company, Inc. for the preliminary due diligence, investigations and site design of the Addison Street Parking Deck site located at 135-145 Addison Street, Elmhurst, Illinois, with a guaranteed maximum price not to exceed Ninety-Four Thousand Six Hundred Fifty Dollars (\$94,650.00) (the "Contract");

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

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

Section 2. It is hereby determined that it is advisable, necessary and in the public interest that the City waive the procedure prescribed for competitive bidding and enter into the Contract, which Contract is attached hereto as Exhibit "A," for preliminary due diligence, investigations and site design for the Addison Street Parking Deck site located at 135-145 Addison Street, Elmhurst, Illinois, with a guaranteed maximum price not to exceed Ninety-Four Thousand Six Hundred Fifty Dollars (\$94,650.00).

Section 3: The corporate authorities of the City hereby approve the Contract and the Mayor be and is hereby authorized and directed to execute, and the City Clerk be and is hereby authorized and directed to attest, on behalf of the City, the Contract by and between the City and ARCO/Murray National Construction Company, Inc. in substantially the form attached hereto as Exhibit "A," with such changes therein as may be approved by the officials

executing the same; their execution thereof shall constitute conclusive evidence of their approval of the same.

Section 4: 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 Resolution and the Contract.

Section 5: This Resolution shall be in full force and effect upon its passage and approval by a two-thirds vote of all aldermen now holding office in accordance with law.

APPROVED this 5th day of November 2012, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me the 5th day of November 2012.

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

ATTESTED and filed in my office,
this 5th day of November 2012.

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

Exhibit A

**CONTRACT BETWEEN THE CITY OF ELMHURST, ILLINOIS, AND ARCO/MURRAY NATIONAL
CONSTRUCTION COMPANY, INC. FOR PRELIMINARY DUE DILIGENCE, INVESTIGATIONS and
SITE DESIGN FOR THE ADDISON STREET PARKING DECK SITE, 135-145 ADDISON STREET,
ELMHURST, ILLINOIS**

EXECUTION

CITY OF ELMHURST
DUPAGE COUNTY, ILLINOIS
SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
PRELIMINARY DUE DILIGENCE, INVESTIGATIONS,
AND SITE DESIGN
ADDISON STREET PARKING DECK PROJECT
135-145 ADDISON STREET, ELMHURST, ILLINOIS

OFFICE OF THE CITY MANAGER
209 NORTH YORK ROAD
ELMHURST, ILLINOIS 60126
(630) 530-3010
(630) 530-3014 FAX

TABLE OF CONTENTS

Title

Pages

Contract.....	1
General Conditions	4
Exhibit A – Work Specifications and Values	
Exhibit B - Contractor’s Certification	
Exhibit C - Contract Bond	
Exhibit D – Proforma Insurance Certificate	
Exhibit E – Additional Insured Endorsement, Additional Insured – Owners, Lessees or Contractors	
Exhibit F - Additional Insured Endorsement, Additional Insured Designated Person or Organization	
Exhibit G – Additional Insured Endorsement	
Exhibit H – Instructions for Certified Payroll	
Exhibit I – 2012 DuPage County Prevailing Wage Rates	
Exhibit J – Contractor Requested Contract Clarifications	
Special Provisions	

CONTRACT

This Contract made this ____ day of November, 2012 between the City of Elmhurst ("City") and ARCO/Murray National Construction Company, Inc. ("Contractor") for the preliminary due diligence, investigations, and site design for a multi-story mixed use parking structure and retail space ("Project") of the site located at 135 Addison Street, Elmhurst, Illinois, as more fully described in this Contract.

The City and Contractor hereby agree as hereinafter set forth:

1. **The Work.** For and in consideration of the payments to be made by the City to the Contractor, the City and the Contractor agree that the Contractor shall furnish, or cause to be furnished, all materials and labor necessary to complete the work, pursuant to the specifications and values defined on Exhibit A, attached hereto and made a part hereof ("Work"), in full compliance with all of the terms and the requirements of this Contract and in strict compliance with any Change Orders executed by the City and Contractor after full execution of this Contract, the Specifications, General Conditions, Special Provisions and Contract Bond and exhibits attached hereto and incorporated herein by this reference, each of which are essential documents of and made a part of this Contract (collectively, "Contract Documents"). To the extent there is a conflict among the Contract Documents, the order of precedence shall be as follows: (1) Change Orders executed by City and Contractor; (2) Special Provisions; (3) Specifications; (4) Contract; (5) General Conditions; and (6) Contract Bond.

2. **Contract Sum.** The City shall pay the Contractor for the performance of the Work, pursuant to the Work specifications and values defined on Exhibit A, at the actual cost, with a guaranteed maximum price not to exceed Ninety-Four Thousand Six Hundred Fifty (\$94,650.00) Dollars ("Contract Sum"). The allowances set forth may be greater or lesser than the budgeted amount listed below so long as the aggregate of all items does not exceed the guaranteed maximum price of the Contract Sum. The Contract Sum paid to Contractor under this Contract shall be deemed earned and set off against the agreed upon design fee for future phases for the Project.

3. **Contract Time.** The Work will commence upon the execution of the Contract by the City and the Contractor ("Commencement"). The Contractor shall complete the Work within ninety (90) calendar days of the Commencement of the Work unless an extension of time is granted or required in accordance with the Specifications.

4. **Progress Payments.** On or before the 15th and 30th day of each month, the Contractor shall submit to the City written Applications for Payment showing the value of Work (on a percentage basis) completed. The City shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for services performed prior to the termination consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*).

5. **Prevailing Wages.** The Contractor shall pay prevailing wages in accordance with the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*). The Contractor shall initially pay wages according to the DuPage County Prevailing Wage Schedule attached hereto as Exhibit I and incorporated herein by this reference. Whenever the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid by the City, the revised rate shall apply to this Contract upon Contractor's receipt of written notice from the City specifying the applicable revised rates. The City will notify the Contractor and each subcontractor of the revised rate.

6. **Final Payment.** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the City to the Contractor as follows:

As soon as the Work under this Contract is completed in accordance with the Contract Documents, the City will within fifteen (15) days submit to the City Council a final estimate of payment. Within thirty (30) days after approval by the City Council of the final estimate of payment, payment will be issued to the Contractor.

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

8. **Notices.** Written notices between City and Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, via overnight delivery (UPS or FedEx), or via fax with confirmed receipt, or via email, with a confirming fax or overnight delivery, addressed to the above parties as follows:

a. If to City:

City of Elmhurst
209 North York Road
Elmhurst, Illinois 60126
Attn: Mr. James Grabowski, City Manager

With a copy to: Nicholas S. Peppers
Storino, Ramello & Durkin
9501 West Devon Avenue, Suite 800
Rosemont, Illinois 60018

b. If to Contractor:

ARCO/Murray National Construction Company, Inc.
One Oakbrook Terrace, Suite 300
Oakbrook Terrace, Illinois 60181
Attn: Mr. Bradley J. Dannegger and Josh Przyboroski

With a copy to:

ARCO/Murray Corporate Services, Inc.
900 North Rock Hill Road
St. Louis, MO 63119
Attn: Nancy P. Inman, Legal Counsel

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

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

9. **Contractor Investigation.** The Contractor represents that it has, before executing this Contract, carefully examined the provisions of this Contract, inspected in detail observable conditions at the site of the proposed Work, investigated and become familiar with local legal requirements 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 (subject to the clarifications and exclusions contained in the Specifications) that it has made these examinations and that it understands reasonably foreseeable requirements for the performance of the Work. Except as otherwise provided in the Contract Documents, 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: ARCO/Murray Construction Company,
Inc.

By: _____
Peter P. DiCianni III, Mayor

By: _____
Its: _____

Attest:

Attest:

By: _____
Patty Spencer, City Clerk

By: _____
Its: Secretary

GENERAL CONDITIONS

The following General Conditions govern performance of the work. In case of conflict with any part, or parts, of said General Conditions, the Special Provisions hereinafter set forth shall take precedence and shall govern.

SECTION 100. GENERAL REQUIREMENTS AND COVENANTS

SECTION 101. DEFINITION OF TERMS

Wherever in these Specifications or in other Contract Documents the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

101.01 Abbreviations. Wherever the following abbreviations are used in these Specifications or on the plans, they are to be construed the same as the respective expressions represented:

AWWA	American Water Works Association
ASTM	American Society for Testing and Materials
IEPA	Illinois Environmental Protection Agency
ISO	Insurance Services Organization
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
SAE	Society of Automotive Engineers
UL	Underwriters Laboratories
USASI	United States of America Standards Institute

101.02 Calendar Day. Every day shown on the calendar.

101.03 Cataclysmic Event. An occurrence, caused exclusively by any of the irresistible forces of nature, that is an unexpected, singular event without continued, persistent existence or that is irregularly predictable. The event must occur without the involvement of human causative action, and must not be preventable or capable of substantial limitation in its impact by application of human care, skill or foresight. Cataclysmic events include earthquakes, floods, flash floods of surface water caused by heavy rains and runoff water, tornadoes or other cataclysmic phenomena of nature. A flood, defined as water elevation in excess of the channel capacity of a river, stream or other body of water is not a cataclysmic event unless the flood water elevation exceeds the 100 year flood elevation as defined in the Contract.

101.04 Contract. The written agreement between the City and the Contractor entitled "Contract", setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment.

The Contract includes the Contract Documents all of which constitute one instrument.

101.5 Contract Bond. The approved form of security furnished by the Contractor and his/her surety as a guaranty that the Contractor will execute the work according to the terms of the Contract.

101.6 Contract Time. The number of calendar days allowed for completion of the Work, including authorized time extensions as required or permitted herein.

101.7 Contractor. The individual, firm, partnership, joint venture, or corporation contracting with the City for performance of prescribed work.

101.8 Contractor's Representative: The Contractor's Representative shall be Josh Przyboroski, serving as the Project Manager for Contractor.

101.9 Director of Public Works and Services. The City of Elmhurst Director of Public Works and Services, acting as the authorized representative of the City of Elmhurst City Manager in immediate charge of the project.

101.10 Equipment. All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the work.

101.11 Hazardous Conditions. Hazardous Conditions are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements (as hereinafter defined), or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

101.12 Extra Work. An item of work not provided for in the Contract as awarded but found essential and germane to the satisfactory completion of the Contract within its intended scope as determined by the City Manager.

101.13 Materials. Any substances specified for use in the construction of the project and its appurtenances.

101.14 Pay Item. A specifically described unit of Work for which a price is provided in the Contract.

101.15 Special Provisions. Additions and revisions to the Specifications covering conditions peculiar to an individual Contract.

101.16 Specifications. The body of directions, provisions, and requirements contained herein, together with written agreements and all documents of any description made or to be made pertaining to the method or manner of performing and paying for the Work, the quantities, and the quality of materials to be furnished under the Contract.

101.17 Subcontractor. An individual, firm, partnership, or corporation who, with the written consent of the City Manager, assumes obligation for performing specified Work.

101.18 Surety. The corporation, partnership, or individual, other than the Contractor, executing the Contract Bond.

101.19 City. The City of Elmhurst.

101.20 City Manager. The City of Elmhurst City Manager.

101.21 Work. Work shall mean the furnishing of all labor, materials, tools, equipment, and other incidentals necessary or convenient to complete the Work required by the Contract. Work may also be used in context to describe, in whole or in part, the completed facilities to be constructed, altered or removed, as detailed in the Contract Documents. The City Manager will have exclusive authority to determine the intent and meaning of the usage of this term wherever it appears in the Contract.

SECTION 102. CONTRACT REQUIREMENTS

102.01 Familiarity with Contract Requirements. Prior to execution of the Contract, the Contractor:

(a) carefully examined the provisions of the Contract, inspected in detail the observable conditions at the site of the proposed Work, investigated and became familiar with local legal requirements affecting the Contract and is fully acquainted with the detailed requirements of the Work;

(b) conclusively assures and warrants to the City (subject to the clarifications and exclusions contained in the Specifications) that the Contractor has made these examinations and that the Contractor understands all reasonably foreseeable requirements for the performance of the Work;

(c) agrees, subject to the terms and conditions of the Contract Documents, to be responsible for all errors or additional costs resulting from the Contractor's failure or neglect to make these examinations or gain an understanding of the Contract requirements; and

(d) shall, except as otherwise provided in the Contract Documents, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from such failure or neglect of the undersigned to make these examinations or gain an understanding of the Contract requirements.

102.02 Certifications. The executed Contract shall be accompanied by a Contractor's Certification in the form attached hereto as Exhibit B. The Contractor shall certify the following:

(a) **Illinois Taxes.** The Contractor shall certify that if it is a partnership, that it is, and its general partners are and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are, not

delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.

(b) **Bid Rigging.** The Contractor shall certify that, if it is a partnership, that it has, and its general partners have and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors have not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

(c) **Drug-free Workplace.** The Contractor shall certify that it 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:

1. abide by the terms of the statement; and

2. 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;

Making it a requirement to give a copy of the statement required by subparagraph 102(c)(1) to each employee engaged in the performance of the Contract and to post the statement in a prominent place in the workplace;

(3) Notifying the City within ten (10) days after receiving notice under subparagraph 102(c)(1)(c)2 from an employee or otherwise receiving actual notice of such conviction;

(4) 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;

(5) 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;

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

(d) **Educational Loan.** The Contractor shall certify that if it is an individual, that it is, if it is a partnership, its general partners are, and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are, not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

(e) **Human Rights Number.** The Contractor shall certify that at the time the Contractor submitted a bid on this Contract, the Contractor had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210.

(f) **Prohibited Interest in Contract.** The Contractor shall certify that:

(1) 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

(2) 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.

(g) **Gift Ban.**

(1) The Contractor shall certify that no officer or employee of the City has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code; and

(2) The Contractor shall certify that 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.

(h) **Substance Abuse.** The Contractor shall certify that in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

(i) **Blocked Person.** The Contractor shall certify that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that 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.

102.03 Contract Bond. The Contractor shall furnish a performance and payment bond with good and sufficient sureties in the full amount of the Contract as the penal sum in the form attached hereto as Exhibit C, and incorporated herein by this reference. (*See the Public Construction Bond Act [30 ILCS 550].*) The surety shall be acceptable to the City, shall waive notice of any changes and extensions of time.

SECTION 103. RESERVED

SECTION 104. SCOPE OF WORK

104.01 Intent of the Contract. The intent of the Contract is to prescribe a complete outline of Work which the Contractor undertakes to do in full compliance with the Contract Documents. The Contractor shall perform all work and such additional, extra, and incidental construction as may be necessary to complete the Work. The Contractor shall furnish, or cause to be furnished, all required materials, equipment, tools, labor, and incidentals necessary to complete the Work in accordance with the Contract Documents, and shall include the cost of these items in the Contract Sum.

Payment to the Contractor will be made for the actual Work performed in accordance with the Contract Documents and material furnished and accepted according to the Contract, and the Work may be increased, decreased or omitted as herein provided. Under no circumstances shall the Contractor perform any Extra Work without notification to the City Manager and receipt of written authorization as provided herein.

104.02 Alterations, Cancellations, Extensions, Deductions and Extra Work. The City reserves the right to make, in writing, at any time during Work, changes in quantities, alterations in Work and the performance of Extra Work to satisfactorily complete the Work, provided however, that any such changes by the City shall be subject to Contractor's right to an adjustment in the Contract Sum and Contract Time as required herein. Such changes in quantities, alterations and Extra Work shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the Work as altered. The basis for any adjustment shall be agreed upon in writing prior to the performance of the Work, or in the absence of an agreement, shall be determined as set forth in Section 109.05 herein.

All alterations, cancellations, extensions, and deductions shall be authorized in writing by the City Manager before Work is started. Such authorizations shall set up the items of Work involved and the method of payment for each item. The Contractor shall accept payment for alterations which result in an increase or decrease in the quantities of Work to be performed according to the following:

- (a) All increases in Work of the type which appear in the Contract as pay items accompanied by unit prices (if any) shall be paid for at the Contract unit prices. Decreases in quantities included in the Contract shall be deducted from the Contract at the unit bid prices. No allowance will be made for delays or anticipated profits.
- (b) Extra Work which is not included in the Contract as pay items at unit prices and is not included in other items of the Contract will be paid for according to Article 109.05.
- (c) In cases where the City cancels or alters any portion of the Contract items, items which are partially completed shall be paid for as specified in Article 109.06.

Claims for Extra Work which have not been authorized in writing by the City Manager will be rejected.

104.03 Differing Site Conditions. During the progress of the Work, if latent physical conditions are encountered at the site of the Work differing materially from those indicated in the Contract Documents, or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract Documents, are encountered at the site, the Contractor shall promptly notify the City Manager in writing of the specific differing conditions before they are disturbed and before the affected Work is performed. Upon written notification, the City Manager will investigate the conditions, and if conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any Work under the Contract, an adjustment, excluding loss of anticipated profits for Work not performed, will be made and the Contract modified in writing accordingly. The City Manager will notify the Contractor of his determination whether or not an adjustment of the Contract is warranted.

No Contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice. No Contract adjustment will be allowed for any effects caused on unchanged Work. Any adjustment in compensation because of a change or changes resulting from one or more of the conditions described in the foregoing paragraph will be made according to the Provisions of Article 104.02. Any adjustment in Contract Time because of such change or changes will be made according to the provisions of Article 108.10.

104.04 Final Clean Up. Before leaving the site of any Work, all areas disturbed or occupied by the Contractor in connection with the Work shall be cleaned of all rubbish, excess materials and equipment, and all parts of the Work shall be left in a neat and presentable condition. The Contractor shall clean off all smudges, streaks or drippings, paint smears or drippings, rust stains, oil, grease, dust, dirt, and other foreign materials deposited or accumulated on or in any structure due to the Contractor's operations.

SECTION 105. CONTROL OF WORK

105.01 Authority of City Manager. All Work of the Contract shall be completed to the satisfaction of the City Manager in accordance with the Contract Documents. The decision of the City Manager shall be final on all questions which may arise regarding, including but not limited to, the quality and acceptability of materials and; the manner of performance; acceptable rates of progress on the Work; the interpretation of the and specifications; the fulfillment of the Contract; the measurement of quantities and payment under the Contract; and the determination of the existence of changed or differing site conditions.

The City Manager will notify the Contractor in writing if the Work is to be suspended wholly or in part due to the failure of the Contractor to carry out provisions of the Contract Documents or failure to carry out the Work in accordance with the Contract Documents. The Work may also be suspended for such periods as the City Manager may deem necessary due to unsuitable weather; for conditions considered unsuitable for the prosecution of the Work or for any other condition or reason deemed to be in the public interest, provided however, that the Contractor may request an extension of the Contract Time under Article 108.10.

The Contract does not require the City Manager to provide the Contractor with direction or advice on how to do the Work. If the City Manager approves or recommends any method or manner for doing the Work, the approval or recommendation shall not guarantee following the method or manner will result in compliance with the Contract, relieve the Contractor of the risks and obligations of the Contract, or create liability for the City.

In case of failure on the part of the Contractor to execute the Work in accordance with the Contract Documents, the City Manager may, if Contractor fails to cure or commence and diligently pursue a cure of such default before at the expiration of a period of 48 hours after giving notice in writing to the Contractor of the nature and extent of such default, proceed to execute such Work as may be deemed necessary, and the cost thereof shall be deducted from compensation due or which may become due the Contractor under the Contract Documents.

Authority to authorize Work or approve changes which do not increase the amount payable to the Contractor or which increase the amount payable to the Contractor by not more than \$20,000.00 may be exercised by a written change order signed by the City Manager. Authority to increase the amount payable to the Contractor in all other instances or to extend the Contract Time may only be exercised by written change order signed by the Mayor and authorized by a due and proper vote of the City Council.

105.02 Conformity With Contract. All Work performed and all materials furnished shall be in conformity with the Contract Documents. All Work or material which does not conform to the requirements of the Contract Documents will be considered unacceptable. Unacceptable Work; whether the result of poor workmanship, use of defective materials, damage through carelessness, or other cause; and unacceptable material shall be removed and replaced or otherwise corrected in an acceptable manner by and at the expense of the Contractor.

The City reserves the right to accept Work produced by the Contractor if the City Manager finds the noncompliant materials, the finished product in which the noncompliant materials are used, or the nonconforming Work are in close conformity with the Contract. In this event, the City Manager shall document the basis of acceptance by a Change Order which may provide for an appropriate adjustment in the Contract Sum for such Work or materials as the City Manager deems necessary to conform to the Contract Documents. The determination of the City will be based on the best judgment of the City Manager and shall be final and binding. Work done contrary to the Contract Documents or any Extra Work done without written approval given by the City Manager will be considered as unacceptable and will not be paid for under the Contract. Work so done may be ordered in writing to be removed or replaced at the Contractor's expense.

The statement elsewhere in the Contract of remedies for the use of unacceptable materials or for unacceptable Work shall not be exclusive of the remedies provided in this Article unless expressly provided therein.

Upon failure of the Contractor to comply with any order of the City Manager made under the provisions of this Article, the City Manager will have authority to cause the unacceptable Work to be corrected, removed or replaced, and to deduct the cost from any monies due or to become due the Contractor.

105.03 Cooperation by Contractor. Contractor's Representative shall be reasonably available to City Manager and shall have the necessary expertise and experience required to supervise the Work. Contractor's Representative shall communicate regularly with the City Manager, The Contractor's Representative or the Contractor's corporate officers shall be vested with the authority to act on behalf of Contractor. The Contractor shall give the Work the attention necessary to facilitate the progress thereof, and shall cooperate with the City Manager, appointed inspectors and other contractors in every reasonable way possible. The Contractor shall have on the Work at all times while Work is being performed, as the Contractor's agent, a competent English-speaking Superintendent who shall supervise and oversee the daily activities at the site, capable of reading and thoroughly understanding the Specifications and thoroughly experienced in the type of Work being performed, who shall receive instructions from the City Manager or authorized representatives. Only Contractor's Representative or its corporate officers shall have authority to execute Change Orders and otherwise bind Contractor.

105.04 Authority and Duties of the Director of Public Works. The Director of Public Works is authorized to inspect all Work done and materials furnished. Such inspection may extend to all or any part of the Work and to the preparation, fabrication or manufacture of the materials to be used. The Director of Public Works is not authorized to alter or waive the provisions of the Contract Documents. The inspector will not be authorized to issue instructions contrary to the Specifications, or to act as foreman for the Contractor. The Director of Public Works has the authority to reject defective Work or material and to suspend any Work being improperly performed.

105.06 Inspection of Work. All materials and each part or detail of the Work shall be subject at all times to inspection by the City Manager and the Director of Public Works. Such inspection may include any material furnished under the Specifications. The City Manager and the Director of Public Works shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the City Manager requests, the Contractor shall remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore said portions of the Work to the standard required by the Specifications. Should the Work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed will be paid for as Extra Work; but should the Work so exposed or examined prove unacceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, will be at the Contractor's expense. The determination of what is acceptable or unacceptable shall be based upon the requirements of the Contract Documents.

105.07 Final Completion. Upon due notice from the Contractor of completion of the Work, the City Manager and the Contractor will make an investigation to determine if the Work is complete. If all construction provided for and contemplated by the Contract Documents is found satisfactorily completed according to all of the requirements of the Contract Documents, the City Manager will notify the Contractor in writing, that the Work has been found to be complete.

If the inspection discloses any Work, in whole or in part, which is incomplete or not in accordance with the Contract Documents, the City Manager will notify Contractor in writing as to the Work,

in whole or in part, which is incomplete or not in accordance with the Contract Documents, and the Contractor shall promptly correct such deficiencies. Upon correction of the Work, another investigation will be made. Provided the Work has been satisfactorily completed in accordance with the Contract Documents, the City Manager will notify the Contractor, in writing, that the Work has been found to be complete.

SECTION 106. CONTROL OF MATERIALS

106.01 Source of Supply and Quality Requirements. The materials used on the Work shall be supplied from the source specified in the Specifications, if any, and meet all quality requirements of the Contract. All materials to be permanently incorporated in the Work shall be new unless otherwise specifically prescribed in the Contract Documents.

106.02 Unacceptable Materials. All materials not conforming to the requirements of the Contract at the time they are used shall be considered as unacceptable and all such materials will be rejected and shall be removed immediately from the site of the Work unless otherwise instructed by the City Manager. If in place, they shall be removed by the Contractor at its expense and replaced with materials that conform to the Contract Documents. Upon failure of the Contractor to comply forthwith with any order of the City Manager pursuant to the provisions of this Article, the City Manager shall have authority to remove and replace defective materials and to deduct the cost of removal and replacement from any monies due or to become due the Contractor.

SECTION 107. LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

107.01 Laws to be Observed. The Contractor shall at all times observe and comply with all Federal and State laws, local laws, ordinances, and regulations which in any manner affect the conduct of the Work, and all such orders or enactments as exist at the present and which may be enacted later, of legislative bodies or tribunals having legal jurisdiction or which may have affect over the Work ("Legal Requirements"), and no plea of misunderstanding or ignorance thereof will be considered. The Contractor shall indemnify and save harmless the City and all of its officers, agents, employees, and servants against any claim or liability arising from or based on the violation of applicable Legal Requirements, whether by the Contractor or anyone subject to the control of the Contractor.

107.02 Sexual Harassment Policy. The Contractor shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

107.03 Eligibility for Employment in the United States. The Contractor shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Contractor to verify that persons employed by the Contractor are eligible to work in the United States.

107.04 Civil Rights. The Contractor shall comply with the Civil Rights Act of 1964, as amended, and Title 49, Code of Federal Regulations, part 21.

107.05 Foreign Corporation. Foreign (non-Illinois) corporations shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

107.06 Confidentiality of Information. Any documents, data, records, or other information relating to the project and all information secured by the Contractor from the City in connection with the performance of services, unless in the public domain, shall be kept confidential by the Contractor and shall not be made available to third parties without written consent of the City, unless so required by court order.

107.07 Worker's Compensation Insurance. Prior to the approval of its Contract by the City, the Contractor shall furnish to the City certificates of insurance covering Worker's Compensation, or satisfactory evidence that this liability is otherwise taken care of according to Section 4 (a) of the "Worker's Compensation Act of the State of Illinois" as amended. Such insurance, or other means of protection as herein provided, shall be kept in force until all Work to be performed under the terms of the Contract has been completed and accepted according to the Specifications, and it is hereby understood and agreed the maintenance of such insurance or other protection, until acceptance of the Work by the City, is a part of the Contract. Failure to maintain such insurance, cancellation by the Industrial Commission of its approval of such other means of protection as might have been elected, or any other act which results in lack of protection under the said "Worker's Compensation Act" may be considered as a breach of the Contract.

107.08 Selection of Labor. The Contractor shall comply with all Illinois statutes pertaining to the selection of labor, including the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 through 570/7):

(a) Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two (2) consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five (5%) percent as measured by the United State Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers. "Illinois Laborers" means any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

(b) Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of Work involved, if so certified by the Contractor and approved by the City Manager. The Contractor may place no more than three (3) of his regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do Work encompassed by this Contract during periods of excessive unemployment.

(c) This provision applies to all labor, whether skilled, semi-skilled, whether manual or non-manual.

107.09 Employment Preference. The Contractor shall comply with the "Veterans Preference Act" as amended.

107.10 Equal Employment Opportunity. During the performance of this Contract, the Contractor shall:

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

(b) if it hires additional employees in order to perform this Contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

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

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

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

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

(g) include verbatim or by reference provisions of this clause, in every subcontract it awards under which any portion of the Contract obligations are undertaken or assumed, so that such or provisions of this Contract will be binding upon such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for

compliance with applicable provisions of this clause by such Subcontractor; and further it will promptly notify the City and the Illinois Department of Human Rights in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

In the event of the Contractor's non-compliance with the provisions of this Article 107.10, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rule and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the City, and the Contract may be

cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

107.11 Non-Segregated Facilities. The Contractor shall not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this subparagraph, the term "segregated facilities" means any waiting rooms, Work areas, restrooms and washrooms, cafeterias and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Contractor shall (except where he has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed Subcontractors or material suppliers prior to the award of subcontracts or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that it will retain such certifications in its files.

107.12 Permits and Licenses. The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work.

107.13 Patented Devices, Material, and Processes. If any design, device, material, or process covered by letters, patent, or copyright is used by the Contractor, whether required or not, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner, guaranteeing the City indemnity from and against all claims for infringement, and shall include the cost of such agreement in the price bid for the Work. It shall be the duty of the Contractor, if so demanded by the City, to furnish said City with a copy of the legal agreement with the patentee or owner, and if such copy is not furnished when demanded, then the City may, if it so elects, withhold any and all payments to said Contractor until said legal agreement is furnished. If a suitable legal agreement with the patentee or owner is not made as required herein, the Contractor and surety shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, material, or process, or any trademark or copyright in connection with the Work agreed to be performed under the Contract, and shall

The cost of all materials required and all labor necessary to comply with the above provisions will not be paid for separately, but shall be considered as included in the unit bid prices of the Contract, and no additional compensation will be allowed.

107.16 Indemnification. To the fullest extent permitted by law, the Contractor shall be responsible for any and all injuries to persons or damages to property due to the negligent or willful act or omission of the Contractor arising or in consequence of the performance of the Work by the Contractor. The Contractor hereby agrees to defend, indemnify and hold harmless the City, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the City, its officials, agents and employees, due to the negligent or willful act or omission of the Contractor arising in or in consequence of the performance of this by the Contractor. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefor or incurred in connection therewith; and, if any judgment shall be rendered against the City, its officials, agents and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the Contractor to indemnify the City, its officials, agents and employees for their own negligent or willful acts or omissions.

In the event any such claim, lawsuit, or action is asserted, any such money due the Contractor under and by virtue of the Contract as shall be deemed necessary by the City for the payment thereof, may be retained by the City for said purpose, or in case no money or insufficient money is due to satisfy such claim, lawsuit, or action, the Contractor's Surety shall remain liable for any payment therefore until any such lawsuit, action or claim has been settled or has been fully judicially determined and satisfied.

No inspection by the City, its employees or agents shall be deemed a waiver by the City of full compliance with the requirements of the Contract. This indemnification shall not be limited by the required minimum insurance coverages provided in the Contract.

107.17 Insurance. The Contractor shall obtain and thereafter keep in force the following insurance coverages provided by insurance companies acceptable to the City and authorized to transact business under the laws of the State of Illinois. The insurance companies providing coverage shall be rated in the Best's Key Rating Guide. The City will accept companies with a rating not lower than B+ provided the financial size category is VII or larger. Companies rated A- or better shall have a financial size category of not less than VI. Coverage limits shall be written at not less than the minimum specified in this Article. Higher minimum limits and additional coverage may be specified by a special provision elsewhere in the Contract. Whether stated in this Article or elsewhere, the City does not warrant the adequacy of the types of insurance coverage or the limits of liability specified.

(a) Workers Compensation and Employers Liability.

(1) Workers compensation shall be provided according to the provisions of the Illinois Worker's Compensation Act, as amended. Notwithstanding the rating and

indemnify the City for any cost, expense, and damages which it may be obliged to pay by reason of any such infringement at any time during the prosecution or after the completion of the Work.

107.14 Public Convenience and Safety. The Contractor shall exercise reasonable precautions, consistent with applicable Legal Requirements, at all times for the protection of persons and properties at the Work site. The safety provisions of all applicable laws and ordinances shall be strictly observed. The Contractor shall at all times conduct the Work in such a manner as to minimize to the extent feasible, inconvenience to the public. The convenience of the general public shall be reasonably provided for in an adequate and satisfactory manner. No Work shall be performed during any legal holiday period, except with the written permission of the City Manager. The legal holidays will include:

- New Year's Day
- Easter
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day.

107.15 Protection and Restoration of Property. If private property interferes with the Work, the Contractor shall notify, in writing, the owners of such property, advising them of the nature of the interference and shall arrange to cooperate with them for the protection, alteration, restoration or disposition of such property. The Contractor shall furnish the City Manager with copies of such notifications and with copies of any agreements between the Contractor and the property owners concerning such protection alteration, restoration or disposition. The Contractor shall take all necessary precautions for the protection of private property, such as floors, walls, ceilings and foundations of buildings contiguous to the Work, for which the Contract does not provide for removal or specify precautions.

The Contractor shall be responsible for the damage or destruction of property of any character resulting from neglect, misconduct, or omission in its manner or method of execution or non-execution of the Work, or caused by defective Work or the use of unsatisfactory materials, and such responsibility shall not be released until the Work shall have been completed and accepted and the requirements of the Specifications complied with.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed, or the Contractor shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the City Manager may, after the expiration of a period of 48 hours after giving the Contractor notice in writing, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due, or which may become due, the Contractor under this or any other Contract between the City and the Contractor.

financial size categories stated in this Article, coverage may be provided by a group self-insurer authorized in Section 4(a) of the Act and approved pursuant to the rules of the Illinois Department of Insurance.

(2) Employers Liability.

- a. Each Accident \$1,000,000
- b. Disease-policy limit \$1,000,000
- c. Disease-each employee \$1,000,000

(b) Commercial General Liability. Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for operations of the Contractor; operations of subcontractors (contingent or protective liability); completed operations; broad form property damage and hazards of explosion, collapse and underground; and contractual liability. The general aggregate limit shall be endorsed on a per project basis.

- (1) General Aggregate Limit \$2,000,000
- (2) Products-Completed Operations Aggregate Limit \$2,000,000
- (3) Each Occurrence Limit \$1,000,000

The coverage shall provide by an endorsement in the appropriate manner and form, the City, its officers, and employees shall be named as additional insureds with respect to the policies and any umbrella excess liability coverage for occurrences arising in whole or in part out of the Work and operations performed. The City may accept a separate owner's protective liability policy in lieu of the City, its officers, and employees being insureds on the Contractor's policies.

(c) Commercial Automobile Liability. The policy shall cover owned, non-owned, and hired vehicles.

Bodily Injury & Property Damage
Liability Limit: \$1,000,000 each occurrence

(d) Umbrella Liability
Liability Limit: \$10,000,000.00 combined single limit

Any policy shall provide excess limits over and above the other insurance limits stated in this Article. The Contractor may purchase insurance for the full limits required or by a combination of primary policies for lesser limits and remaining limits provided by the umbrella policy.

(e) Professional Liability
Liability Limit: \$1,000,000.00 each occurrence
\$1,000,000.00 annual aggregate

All insurance shall remain in force during the period covering occurrences happening on or after the effective date and remain in effect during performance of the Work and at all times thereafter when the Contractor may be correcting, removing, or replacing defective Work until notification of the date of final inspection.

Termination or refusal to renew shall not be made without 30 days prior written notice to the City by the insurer and the policies shall be endorsed so as to remove any language restricting or limiting liability concerning this obligation.

All costs for insurance as specified herein will be considered as included in the cost of the Contract. The Contractor shall, at its expense and risk of delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor from its obligation to indemnify in excess of the coverage according to the Contract.

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

- (a) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the member named as additional insured, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit E) Pre-2004 version, CG 2026 (Exhibit F) Pre-2004 version.
- (b) Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- (c) Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

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

107.20 Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

107.20.1 General Liability and Automobile Liability Coverages.

- (a) The City, its officials, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractor's Work, including activities performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, agents, employees and volunteers.

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

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

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

(e) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the City, its officials, agents, employees and volunteers as additional insureds.

(f) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

107.20.2 Workers' Compensation and Employers' Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for losses arising from Work performed by Contractor.

107.21 Verification of Coverage. The Contractor shall, prior to the City's executing the Contract, furnish the City with certificates of insurance naming the City, its officials, agents, employees and volunteers as additional insureds (Exhibit D), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the City and are to be received and approved by the City before any Work commences. The attached Additional Insured Endorsement (Exhibit G) shall be provided to the insurer for its use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit G), such as ISO Additional Insured Endorsements CG 2010 (Exhibit E) or CG 2026 (Exhibit F). The City reserves the right to demand full certified copies of the insurance policies and endorsements. If demanded, the Contractor shall promptly furnish the City with certified copies of the insurance policies and endorsements demanded. In no event shall any failure of the City to receive policies or certificates or to demand receipt be construed as a waiver of the Contractor's obligation to obtain and keep in force the required insurance.

107.22 Subcontractors. The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractor shall be subject to all of the requirements stated herein.

107.23 Intentionally omitted.

107.24 Contractor Safety Responsibility. Nothing in this Contract is intended or shall be construed, unless otherwise expressly stated, to reduce the responsibility of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, from full and complete supervision and achievement of Work place safety. Any inspection of the Work conducted by the City, the construction engineering consultant(s), and the officers and employees of any of them, whether notice of the results thereof is provided to anyone or not provided to anyone, shall neither establish any duty on their parts nor create any expectation of a duty to anyone, including but not limited to third parties, regarding Work place safety. Contractor shall not be in breach of its obligations hereunder if it refuses to implement any order or instruction from the City that Contractor believes in good faith to be contrary to applicable Legal Requirements or Contractor's safety policies.

107.25 Contractor's Responsibility for Work. Except as otherwise provided in this Article, all Work of the Contract, including Work added to the Contract, shall be under the charge and care of the Contractor. The Contractor shall protect and maintain the Work is completed by the Contractor. The Contractor shall assume the sole responsibility for risk of loss to the Work from or by any cause whatsoever, without regard to its state of completion. The Contractor shall rebuild, repair, restore, replace and make good all lost, destroyed or damaged Work to the condition required by the Contract and shall bear all the expense and costs to do so except when the City Manager determines the loss, destruction or damage to the Work to be caused by a cataclysmic event, an act of the public enemy or an act of a governmental authority. This exception shall not apply should the City Manager determine that the loss, destruction or damage resulted from the Contractor's failure to take reasonable precautions or to exercise sound engineering and construction practices while conducting the Work. The Contractor and City understand and agree that the definition of what constitutes a cataclysmic event cannot be written with precision, and that application of this exception can be the subject of dispute. Therefore, the Contractor and City agree that the City Manager shall determine the occurrence of a cataclysmic event, the eligibility for reimbursement, and the expenses and costs to be reimbursed in accordance with this exception to the Contractor's responsibility for the Work. All determinations of the City Manager shall be final. The Contractor shall have no entitlement to reimbursement, under this or any other article or provision of the Contract, for any or all expenses or costs in the absence of the affirmative determination by the City Manager as to coverage by this exception and the amounts eligible for reimbursement, and the Contractor agrees that the application or denial of the application of this exception shall not be cause for action in the Circuit Court of Cook County and hereby waives the same.

Waiver of Subrogation: City and Contractor waive, and shall cause their respective insurance carriers to waive, against each other, and City's separate contractors, Contractor's design consultants, subcontractors, agents and employees of each and all of them, all damages covered by property insurance, except such rights as they may have to the proceeds of such insurance. Contractor and City shall, where appropriate, require similar waivers of subrogation from City's separate contractors, Contractor's design consultants and subcontractors and shall require each of them to include similar waivers in their contracts.

107.26 Personal Liability of Public Officials. In carrying out any of the provisions of this Contract or in exercising any power or authority granted to the City Manager thereby, there shall be no personal liability upon the City Manager or authorized representative, it being understood in such matters they act as agents and representatives of the City. By entering into this Contract with the City, the Contractor covenants and agrees it shall neither commence nor prosecute any action or suit whatsoever against the officers or employees of the City for any action or omission done or not done in the course of their administration of this Contract. The Contractor agrees to pay all attorney fees and all costs incurred by the City, its officers, and employees on account of action or suit in violation of this Article.

107.27 No Waiver of Legal Rights. The City shall not be precluded or stopped by final acceptance or final payment, or any measurement, estimate, or certificate made either before or after the completion and acceptance of the Work and payment therefore, from showing the true amount and character of the Work performed and materials furnished by the Contractor, nor from showing any such measurement, estimate, or certificate is untrue or is incorrectly made; nor the Work or materials do not in fact conform to the Contract. The City shall not be precluded or estopped, by final acceptance, final payment, or any measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor or its sureties, or both, such overpayment and damage as it may sustain by reason of the Contractor's failure to comply with the terms of the Contract. A waiver on the part of the City of any right under the Contract or of a breach of any part of the Contract shall not be held to be a waiver of any other or subsequent breach or right to enforce any provision of the Contract.

107.28 Work Time Restrictions. The erection (including excavation), demolition, alteration or repair of any building other than between the hours of 7:00 a.m. and 6:00 p.m. Monday through Saturday or between the hours of 10:00 a.m. and 6:00 p.m. on Sundays is prohibited, except in case of urgent necessity in the interest of public health and safety, and then only with a permit from the City's Superintendent of Building Construction, which permit may be granted for a period not to exceed three days or less while the emergency continues and which permit may be renewed for periods of three days or less while the emergency continues. If the City's Superintendent of Building Construction should determine that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways within the hours of 6:00 p.m. and 7:00 a.m., and if he shall further determine that loss or inconvenience would result to any party in interest, he may grant permission for such Work to be done within the hours of 6:00 p.m. and 7:00 a.m., upon application being made at the time the permit for the Work is awarded or during the progress of the Work.

107.29 Dust Control. The Contractor shall be responsible for controlling the dust and air-borne dirt generated by its construction activities. The Contractor shall implement dust control procedures if conditions or concerns for health and safety to the public using the facilities warrant. When circumstances warrant, the Contractor shall develop specific types of control techniques appropriate to that specific situation. The cost of this Work shall be included in the Contract Sum and no additional compensation will be allowed.

107.30 Substance Abuse Prevention. In compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor shall be a party to a collective

bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or shall have in place and shall enforce a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

SECTION 108. PROSECUTION AND PROGRESS

108.01 Subletting of Contract. The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or contracts or any portion thereof, or of its right, title, or interest therein, without written consent of the City Manager. The Contractor will be permitted to enter into subcontracts for one or more portions thereof. The City Manager may request the Contractor provide proof the proposed subcontractor has the experience, ability, and equipment the Work requires. No subcontracts, or assignments of payments due or to become due, shall in any case release the Contractor or surety of liability under the Contract and bonds. All transactions of the City Manager shall be with the Contractor. The Contractor's Representative shall be on the job at all times when either Contract or Subcontract Work is being performed. All requests to subcontract shall contain a certification the subcontract agreement exists in writing and physically contains the required Equal Employment Opportunity provisions and labor compliance provisions, including the Contract minimum wage requirements. The Contractor shall permit City representatives to examine the subcontract agreements upon notice. The City Manager may order the Contractor to remove a who does not perform satisfactory Work. The Contractor shall comply at once and shall not employ the Subcontractor for any further Work under this Contract. All Subcontractors shall be licensed with the City as a condition for approval to perform Work on the Contract.

108.02 Progress Schedule. After the full execution of the Contract and prior to starting Work at the site, the Contractor shall submit to the City Manager a satisfactory progress schedule or critical path schedule which shall show the proposed sequence of Work, and how the Contractor proposes to complete the various items of Work before the completion date specified in the Contract. This schedule shall be used as a basis for establishing the controlling item of construction operations and for checking the progress of the Work. The controlling item shall be defined as the item which must be completed either partially or completely to permit continuation of progress. It shall be the responsibility of the Contractor to show the intended rate of production for each controlling item listed on the schedule during the period such item is controlling. The Contractor shall confer with the City Manager at regular intervals in regard to the prosecution of the Work according to the progress schedule or critical path schedule. No payment under this Contract will be made until a progress schedule has been submitted for approval. Payment may be withheld until a satisfactory schedule has been submitted and approved.

108.03 Prosecution of the Work. The Contractor shall commence Work not later than ten days after the Commencement Date set forth in the Contract. The Work shall be prosecuted in such a manner and with such a supply of materials, equipment and labor as is considered necessary to ensure its completion according to the time specified in the Contract. The Contractor shall notify the City Manager at least 24 hours in advance of either discontinuing or resuming operations.

108.04 Completion Date. The Contractor shall complete all Work subject to the date on or before the specified completion date, adjusted as provided herein.

108.05 Labor, Methods, and Equipment. The Contractor shall at all times employ and provide sufficient labor, tools, equipment and other incidental items for prosecuting the of Work to full completion in the manner and time required by the Contract. All workers shall have sufficient skills and experience to perform properly the Work assigned to them. Workers engaged in special Work or skilled Work shall have sufficient experience in such Work and in the operation of the equipment required to perform all Work properly and satisfactorily. Any person employed by the Contractor or by any subcontractor who, in the opinion of the City Manager, does not perform Work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the City Manager, be removed at once by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the Work without the approval of the City Manager. Should the Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, the City Manager may suspend the Work by written notice until such orders are complied with. All equipment which is proposed to be used on the Work shall be of sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality of Work. Equipment used on any portion of the project shall be such that no injury to property will result from its use. When the methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed in the Contract, the Contractor is free to use any methods or equipment that can be demonstrated to the City Manager as satisfactory to accomplish the Contract Work in conformity with the requirements of the Contract. When the Contract specifies that the construction be performed by the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the City Manager. If the Contractor desires to use a method or type of equipment other than specified in the Contract, it may request authority from the City Manager to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed to be used and an explanation of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing construction Work in conformity with Contract requirements. If, after trial use of the substituted methods or equipment, the City Manager determines that the Work produced does not meet Contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining construction with the specified methods and equipment. The Contractor shall remove the deficient Work and replace it with Work of specified quality, or take such other corrective action as the City Manager may direct. No change will be made in basis of payment for the construction items involved nor in Contract time as a result of authorizing a change in methods or equipment under these provisions.

108.06 Overtime Work. Except in connection with the safety or protection of persons, or the Work, or property at the site or adjacent thereto, all Work at the site shall be performed during regular working hours; and the Contractor will not permit overtime Work or the performance of Work on Saturday, Sunday or any legal holiday without the City Manager's written consent given after prior written notice. Regular working hours shall be a consecutive eight-hour period between the hours of seven o'clock (7:00) A.M. and six o'clock (6:00) P.M., Monday through Friday. No loading, unloading, opening, closing or other handling of crates, containers, building materials or the performance of construction Work shall be performed before the hour of seven o'clock (7:00) A.M. and after the hour of six o'clock (6:00) P.M.

108.07 Steel Procurement. The steel products, as defined in section 3 of the Steel Products Procurement Act (30 ILCS 565/3) used or supplied in the performance of this Contract or any subcontract shall be manufactured or produced in the United States unless the City certifies in writing that (a) the specified products are not manufactured or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the agency's requirements; or (b) obtaining the specified products, manufactured or produced in the United States would increase the cost of the Contract by more than 10%, or the application of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*) is not in the public interest.

108.08 Wages of Employees on Public Works. All wages paid by the Contractor and each subcontractor shall be in compliance with the Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this Contract and any revisions thereto. If the Department of Labor revises the wage rates, the revised rate as provided by the public body shall apply to this Contract; and the Contractor will not be allowed additional compensation on account of said revisions.

The Contractor and each subcontractor shall make and keep, for a period of not less than 3 years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of Work each day.

The Contractor and each subcontractor shall submit monthly, in person, by mail, or electronically a certified payroll to the public body in charge of the project. The certified payroll shall consist of a complete copy of the records. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor which avers that:

- (i) such records are true and accurate;
- (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

Upon 2 business days' notice, the contractor and each subcontractor shall make available for inspection the records to the public body in charge of the project, its officers and agents, and to the Director of Labor and his deputies and agents at all reasonable hours at a location within this State. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the City or the Department of Labor.

108.09 Suspension of Work. The City Manager shall have authority to suspend the Work whole or in part, when conditions at the site of the Work make for circumstances beyond the Contractor's control, which are unfavorable for the satisfactory performance of the Work, and when the

Contractor does not comply with the Contract or orders of the City Manager. Orders to suspend or resume Work shall be complied with immediately. If it becomes necessary to stop Work for an indefinite period of time, the Contractor shall store all materials in such manner that they will not obstruct or impede the occupants of any building unnecessarily or become damaged in any way, take every precaution to prevent damage or deterioration of the Work performed. The Contractor shall not suspend Work without written authority from the City Manager. The period of suspension shall not count against the time of performance established in the Contract unless the suspension is ordered due to the acts or omissions of the Contractor. Extensions of time will be evaluated according to Article 108.08. Except as provided herein below for suspension of an unreasonable duration, the Contractor shall not be paid additional compensation on account of any suspension ordered pursuant to this Article.

If the performance of all or any portion of the Work is suspended or delayed by the City Manager in writing for an unreasonable period of time and the Contractor believes that additional compensation and/or Contract Time is due as a result of such suspension or delay, the Contractor shall submit to the City Manager in writing a request for adjustment within seven calendar days of receipt of the notice to resume Work.

The request shall set forth the reasons and support for such adjustment. Upon receipt, the City Manager will evaluate the Contractor's request. If the City Manager agrees that the period of suspension was unreasonable and that the cost and/or time required for the performance of the Contract has increased as a result of such suspension, the City Manager will make an adjustment (excluding profit) and modify the

Contract in writing accordingly. In no case shall a suspension of less than seven calendar days be considered unreasonable. No adjustment will be made for a suspension of any duration, if the suspension was caused by the acts or omissions of the Contractor, subcontractor, suppliers or the weather. The City Manager will notify the Contractor of his determination whether or not an adjustment of the Contract is warranted.

No Contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed. No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this Contract.

108.10 Determination and Extension of Contract Time.

(a) Time is of the essence and completion of the Work by the completion date is an essential part of the Contract. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. In the event of delay in the Work beyond the reasonable control of the Contractor resulting from:

1. Conduct or lack of conduct by the City or its consultants, representatives, officers, agents or employees; or delay by the City in making the site available, or in furnishing any items required to be furnished to the Contractor by the City;
2. War, national conflicts, terrorist acts or priorities arising therefrom including restrictions of the ability to procure critical materials;
3. Fires, floods, damage causing windstorm or other damage causing casualty;

4. Epidemics;
5. Strikes or other labor disruptions extending in duration more than five calendar days;
6. Material or fuel delivery;
7. Cataclysmic events;
8. Differing Site Conditions which adversely impact the critical path of the Work;
9. Hazardous Conditions which adversely impact the critical path Work;
10. Delays caused by any public or private utility which adversely impact the critical path of the Work.

And for no other cause or causes, the Contractor shall be entitled to a reasonable extension of time only by the amount of time the Contractor is actually delayed thereby in the performance of the Work, provided notice requesting an adjustment to the completion date is given as herein provided. Contractor shall not be entitled to any extension of time unless the Contractor notifies the City in writing within seven calendar days of the commencement of each such delay requesting an adjustment, and failure of the Contractor to request an adjustment in conformity with this article shall be deemed a waiver of the same. Interim completion dates incorporated into a Contract subject to a final completion date, and completion date plus working days contracts shall be governed by these provisions.

The Contractor recognizes it is imperative that the Work proceed uninterrupted and shall endeavor to prevent and shall promptly cure any Work stoppage caused by any labor or jurisdictional disputes arising out of the assignment of Work to be performed by the Contractor or its Subcontractors or Subcontractors of any tier. After the Contractor has filed a request for an extension of time, the City will notify the Contractor, in writing, whether or not such extension will be approved. The City Manager will consider how timely the Contractor prosecuted the Work up to the point of the delay according to the progress schedule approved according to Article 108.02 when considering the request. No extension of time shall be granted unless the delay in completion of the Work was caused specifically by a delay in a portion of the Work that was on the critical path of the progress schedule, and that was otherwise on schedule. If approved, the extended date for completion shall then be considered as in effect the same as if it were the original date for completion.

(b) Extensions of time granted for reasons or events beyond the reasonable control of the City shall be the exclusive relief provided, and no additional compensation or claim for damages will be paid or awarded under this or any other provision of the Contract unless the allowance of additional compensation or relief from damages is expressly allowed by a provision of the Contract.

108.11 Failure to Complete the Work on Time. Time is of the essence to the Contract. Should the Contractor fail to complete the Work on or before the completion date stipulated in the Contract or

within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the City the amount of Two Hundred Fifty Dollars (\$250.00) per calendar day, [not as a penalty but as liquidated damages, for each day of overrun in the Contract Time or such extended time as may have been allowed. The liquidated damages for failure to complete the Contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. The liquidated damages establish the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by the liquidated damages are understood to be a fair and reasonable estimate of the costs that will be borne by the City during extended and delayed performance by the Contractor of the Work, remaining incidental Work, correction of Work improperly completed, or repair of Work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical Work of the Contract even though the Work may be substantially complete. The City will deduct these liquidated damages from any monies due or to become due to the Contractor from the City. The daily charge shall be made for every day shown on the calendar beyond the specified completion date.

108.12 Default on Contract. If the Contractor fails to begin the Work under Contract within the time specified, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the completion of said Work within the specified time, or shall perform the Work in a manner inconsistent with the Contract Documents or shall neglect or refuse to remove materials or perform anew such Work as shall be rejected as defective or nonconforming, or shall discontinue the prosecution of the Work, or if the Contractor shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy, or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in accordance with terms of the Contract, the City Manager shall give notice in writing to the Contractor and the Contractor's surety of such delinquency, said notice to specify the corrective measures required. If the Contractor, within a period of ten days after said notice, shall not cure or commence and diligently pursue a cure of such default, the City shall, upon written certificate from the City Manager of the fact of such delinquency and the Contractor's failure to comply with said notice, have the right to terminate this Contract and at its option to call upon the surety to complete the Work according to the terms of the Contract, or it may take over the Work, including any or all materials and equipment on the ground as may be suitable and acceptable, and may complete the Work with its own forces, or use such other methods as, in its reasonable opinion, shall be required for the completion of said Contract as required herein. When the City calls upon the Surety to complete, the Surety shall enter upon the premises and take possession of all materials, tools, and appliances for the purpose of completing the Work under the Contract and employ by Contract or otherwise any person or persons satisfactory to the City to finish the Work without termination of the Contract. Such employment shall not relieve the Surety of its obligations under the Contract and the bond. Payments on estimates covering Work subsequent to the transfer shall be made to the extent permitted under law to the Surety or its agent without any right of the Contractor to make any claim. The Contractor shall bear any extra expenses incurred by the City in completing the Work, including all increased cost for completing the Work, and all damages sustained, or which may be sustained, by the City by reason of such breach refusal, neglect, failure, or discontinuance of Work by the Contractor. After all the Work contemplated by the Contract has been completed, the City Manager will calculate the total expenses and damages for the completed Work. If the total expenses and damages are less than any unpaid balance due the Contractor, the excess will be paid

by the City to the Surety or the Contractor. If the total expenses and damages exceed the unpaid balance, the Contractor and the Surety shall be jointly and severally liable to the City and shall pay the difference to the City on demand. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Termination for Public Convenience in Article 108.14.

108.13 Termination of the Contractor's Responsibility. Whenever the improvements called for by the Contract has been completely performed on the part of the Contractor and all parts of the Work have been approved by the City Manager and accepted by the City according to the Contract, and the final estimate paid, the Contractor's obligations shall then be considered fulfilled, except those obligations which by their nature extend beyond the completion of the Work including but not limited to Articles 107.16, 107.17, 107.26 and 107.27.

108.14 Termination for Public Convenience. The City may, by written order, terminate the Contract or any portion thereof after determining that for reasons beyond either City or Contractor control, the Contractor is prevented from proceeding with or completing the Work as originally contracted for, and that termination would, therefore, be in the public interest. Such reasons for termination may include, but need not be necessarily limited to, Executive Orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of materials, orders from duly constituted authorities relating to energy conservation, and restraining orders or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor. When contracts, or any portion thereof, are definitely terminated or cancelled, and the Contractor released before all items of Work included in its Contract have been completed, payment will be made for Work completed and materials purchased through the date of termination, and no claims for loss of anticipated profits or Work not performed shall be considered. Termination of a Contract, as stated above, will not relieve the Contractor or its surety of the responsibility of replacing defective Work as required by the Contract.

SECTION 109. MEASUREMENT AND PAYMENT

109.01 Measurement of Quantities. All Work completed under the Contract will be measured by the City Manager.

109.01 Taxes. The City is a unit of local government and is exempt from the payment of Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax and the Service Use Tax in Illinois. No amount will be paid to the Contractor for the payment of these taxes.

109.02 Scope of Payment. The Contractor shall receive and accept the compensation as herein provided, in full payment for furnishing all materials, labor, tools and equipment; for performing all Work contemplated and embraced under the Contract; for all loss or damage arising out of the nature of the and from the action of the elements; for any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the Work until its final acceptance by the City; for all risks of every description connected with the prosecution of the ; for all expenses

incurred by or in consequence of suspension or discontinuance of such prosecution of the as herein specified; for any infringement of patents, trademarks or copyrights; and for completing the in an acceptable manner according to the. The payment of any current estimate prior to final acceptance of the Work by the City shall in no way constitute an acknowledgment of the acceptance of the Work , nor in any way prejudice or affect the obligation of the Contractor, at his/her own expense, to repair, correct, renew, or replace any defects or imperfections in the construction or in the strength or quality of the materials used in or about the construction of the under and its appurtenances, nor any damage due or attributable to such defects, which defects, imperfections or damage shall have been discovered on or before the final inspection and acceptance of the Work. The City Manager shall be the sole judge of such defects, imperfections or damage, and the Contractor shall be liable to the City for failure to correct the same as provided herein.

109.04 Increased or Decreased Quantities. Whenever the quantity of any pay item as given in the proposal shall be increased or decreased, payment shall be made on the basis of the actual quantity completed at the unit price for such pay item named in the proposal, except as otherwise provided in Article 104.02, or in the detailed Special Provisions for each class of Work. Should any pay items contained in the Contract be found unnecessary for the proper completion of the Work, the City Manager may, upon written order to the Contractor, eliminate such pay items from the Contract, and such action shall in no way invalidate the Contract. When a Contractor is notified of the elimination of pay items, the Contractor will be reimbursed for actual Work done and all costs incurred, including mobilization of materials prior to said notification.

109.05 Payment for Extra Work. Extra Work which results from any of the changes as specified in Article 104.02 shall not be started until authorization from the City Manager is received, which authorization shall state the items of Work to be performed and the method of payment for each item. Work performed without such order will not be paid for.

Extra Work will be paid for at either a lump sum price or agreed unit prices, or on a force account basis.

(a) Lump Sum Price or Agreed Unit Prices. When Extra Work is to be paid for at either a lump sum price or agreed unit prices, the lump sum or unit prices shall be agreed upon by the Contractor and the City Manager.

(b) Force Account Basis. When Extra Work is to be paid for by force account, the basis for the force account shall be as hereinafter specified.

(1) Labor. For all labor and foremen in direct charge of the specific operations, the Contractor shall receive the actual normal rate of wage paid for each and every hour that said labor and foremen are actually engaged in such Work to which cost nine percent (9%) will be added. The Contractor shall receive the actual costs paid to, or in behalf of, workers by reason of health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the Work.

(2) Bond, Insurance, and Tax. For property damage, liability, and workmen's compensation insurance premiums, unemployment insurance contributions and social security taxes on the force account Work, the Contractor shall receive the actual cost. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such bond, insurance and tax.

(3) Materials. For materials accepted by the City Manager and used, the Contractor shall receive the actual cost of such materials delivered on the Work, including transportation charges paid by the Contractor (exclusive of machinery rentals as hereinafter set forth), to which cost nine percent (9%) will be added.

(4) Equipment. For any machinery or special equipment (other than small tools) the use of which has been authorized by the City Manager, the Contractor shall be paid according to the latest revision of "SCHEDULE OF AVERAGE ANNUAL EQUIPMENT OWNERSHIP EXPENSE" as issued by the City. The equipment should be of a type and size reasonably required to complete the Extra Work.

(5) Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

(6) Statements. No payment will be made for Work performed on a force account basis until the Contractor has furnished the City Manager with itemized statements of the cost of such force account Work. Statements shall be accompanied and supported by invoices for all materials used and transportation charges. However, if materials used on the force account Work are not specifically purchased for such Work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such materials were taken from its stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

Itemized statements at the cost of force account Work shall be detailed as follows:

- (a) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman. Payrolls shall be submitted to substantiate actual wages paid if so requested by the City Manager.
- (b) Designation, dates, daily hours, total hours, rental rate and extension for each unit of machinery and equipment.
- (c) Quantities of materials, prices and extensions.
- (d) Transportation of materials.

(e) Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions, and social security tax.

(7) Work performed by an Approved Subcontractor. When Extra Work is performed by an approved Subcontractor, the Contractor shall receive as administrative costs an amount equal to nine percent (9%) of the total approved costs of such Work.

(8) All statements of the cost of force account Work shall be furnished to the City Manager not later than 60 days after the date of final inspection according to Article 105.07. If the statement is not received within the specified time frame, all demands for payment for the Extra Work are waived and the City is released from any and all such demands. It is the responsibility of the Contractor to ensure that all statements are received within the specified time regardless of the manner or method of delivery.

109.06 Payment for Items Omitted When Partially Completed. Should the City cancel or alter any portion of the Contract which results in the elimination or non-completion of any portions of the Work partially completed, the Contractor will be allowed a fair and equitable amount covering all items of Work incurred prior to the date of cancellation, alteration or suspension of such Work. The Contractor shall be allowed a profit percentage on the materials used and the construction Work actually performed at the rate specified in Article 109.05, but no allowance will be made for any change in anticipated profits. Acceptable materials ordered by the Contractor or delivered on the Work prior to the date of its cancellation, alteration or suspension by the City Manager shall be purchased from the Contractor by the City at actual cost and shall thereupon become the property of the City; or at the option of the City Manager, the unused acceptable material shall remain the property of the Contractor, and the Contractor shall be paid the actual cost including freight, unloading and hauling costs less the actual salvage value.

109.07 Partial Payments and Retainage. At least once each month, the Contractor shall submit to the City Manager an approximate estimate, in writing, of the materials in place complete, the amount of Work performed, and the value thereof, at the Contract unit prices. There shall be deducted from the amount so determined for the first fifty percent (50%) of the completed Work a sum of ten percent (10%) to be retained until after the completion of the entire Work to the satisfaction of the City Manager. After fifty percent (50%) or more of the Work is completed, the City Manager may, at his discretion, certify the remaining partial payments without any further retention, provided that satisfactory progress is being made, and provided that the amount retained is not less than five percent of the total adjusted Contract Price. When the principal items of the Work have been satisfactorily completed, a semi-final estimate may be made with the consent of the surety. Payment to the Contractor under such an estimate shall not exceed ninety percent (90%) of the amount retained after making partial payments, but in no event shall the amount retained after making the semi-final payment be less than one percent (1%) of the adjusted Contract Price, nor less than \$500.00.

109.07.1 Partial Payment Documentation. The Contractor shall supply and each partial payment estimate shall be accompanied by the following, all in form and substance satisfactory to the City:

(a) a duly executed and acknowledged sworn statement showing all Subcontractors with whom the Contractor has entered into Subcontracts, the amount of each such Subcontract, the amount requested for any Subcontractor in the requested progress payment and the amount to be paid to the Contractor from such progress payment, together with similar sworn statements from all Subcontractors and, where appropriate, from sub-Subcontractors;

(b) duly executed waivers of mechanics' and materialmen's liens of the money due or to become due herein, establishing payment to the Subcontractor or material supplier of all such obligations to cover the full amount of the pay estimate from each and every Subcontractor and suppliers of material or labor to release the City of any claim to a mechanic's lien, which they or any of them may have under the mechanic's lien laws of Illinois. Any payments made by the City without requiring strict compliance to the terms of this paragraph shall not be construed as a waiver by the City of the right to insist upon strict compliance with the terms of this approach as a condition of later payments. Provided that the City is not in breach of its contractual obligation to make payment to the Contractor, the Contractor shall indemnify and save the City harmless from all claims of Subcontractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work;

(c) sworn statements or lien waivers supporting the pay estimates submitted late by the Contractor to the City will result in the pay estimate not being processed until the following month.

(d) The City shall receive the Contractor's and Subcontractors' lien waivers supporting each partial payment estimate in trust and shall hold the lien waivers in trust until payment is made to the Contractor. The City shall deliver to the Contractor a trust receipt evidencing its receipt of the lien waivers in trust. In the event that the City fails to make payment to the Contractor in compliance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*), the City shall return the lien waivers from Contractor or its Subcontractors supporting the partial payment estimate to the Contractor.

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

109.09 Acceptance and Final Payment.

Whenever the Work provided for by the Contract has been completely performed on the part of the Contractor, and all parts of the Work have been approved by the City Manager, a final estimate showing the value of the Work will be prepared by the Contractor and submitted to the City Manager, all prior estimates upon which payments have been made being approximate only and subject to correction in the final payment. Final acceptance occurs by approval of the final estimate and the date of this approval constitutes the acceptance date. Final acceptance shall not constitute

acceptance of any unauthorized or defective Work or material. The City shall not be barred from requiring the removal, replacement, repair or disposal of any unauthorized or defective Work or material or from recovering damages from any such Work or material.

The amount of this estimate, less any sums that have been deducted or retained under the provisions of the Contract, will be paid to the Contractor as soon as practicable after the final approval of the Work, provided there exists no liens filed against the public funds or against any private property on which Work is performed according to the law.

The final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract, and shall relieve the City from any and all claims or liabilities for anything done or furnished relative to the Work or for any act or neglect on the part of the City relating to or connected with the Contract.

109.10 Contract Claims. If the Contractor claims that additional payment is due under the terms of the Contract or for any other reason arising out of the performance of the Contract and the City has not agreed, during the ordinary course of Contract administration, that payment is due, the Contractor desiring to pursue additional compensation shall file a claim according to the requirements and procedures specified herein. If written notifications are not given, or if the City is not afforded reasonable access by the Contractor to complete records of actual costs or additional time, or if a claim is not filed according to the procedures and within the time specified herein, then the claim is waived and the City is released from any and all demands and claims. The fact that the Contractor has provided a proper notification, provided a properly filed claim, or provided the City access to records of actual cost, shall not in any way be construed as proving or substantiating the validity of the claim. If the claim, after consideration by the City, is found to have merit, the City will make an equitable adjustment either in the amount of costs to be paid according to the Basis of Payment specified herein or in the time required for the Work or both. If the City finds the claim to be without merit, no adjustment will be made. The Contractor may present a claim made by a Subcontractor founded upon the terms of the Contract or the actions and orders of the City Manager without being first required to make payment to the Subcontractor provided: the Contractor makes written certification that the Subcontractor is entitled to additional compensation; that the Subcontractor will be paid in the event of a favorable resolution of the claim; and that the subcontract, releases and waivers executed by the Subcontractor do not bar payment to the Subcontractor. The written certification may authorize the Subcontractor to present the Subcontractor claim directly to the City. If such authorization is given, the Contractor need not participate in the verbal presentation of the claim. In any event, the submission shall include a copy of the subcontract, and any releases or waivers signed by the Subcontractor in favor of the Contractor. The Contractor's interest in the Subcontractor's claim shall not be assigned or otherwise disposed of except as specified in Article 108.01.

- (a) Submission of Claim. All claims filed by the Contractor shall be in writing and in sufficient detail to enable the City to ascertain the basis and amount of the claim. All claims shall be submitted to the City Manager. As a minimum, the following information must accompany each claim submitted:

(1) A detailed factual statement of the claim for additional compensation and time, if any, providing all necessary dates, locations, and items of Work affected by the claim.

(2) The name of any City official or employee involved in or knowledgeable about the claim.

(3) The specific provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim.

(4) If the claim relates to a decision of the City Manager which the Contract leaves to the City Manager's discretion or as to which the Contract provides that the City Manager's decision is final, the Contractor shall set out in detail all facts supporting his/her position relating to the decision of the City Manager.

(5) The identification of any documents and the substance of any oral communications that support the claim.

(6) Copies of any identified documents, other than City documents and documents previously furnished to the State by the Contractor, that support the claim (manuals which are standard to the industry, used by the Contractor, may be included by reference).

(7) If an extension of time is sought, the specific days and dates for which it is sought, the specific reasons the Contractor believes a time extension should be granted, and the specific provisions of Section 108 under which it is sought.

(8) If additional compensation is sought, the exact amount sought and a breakdown of that amount into direct labor, direct materials, direct equipment, direct jobsite overhead, and direct offsite overhead.

(9) A statement containing the following language:

Under penalty of law for perjury or falsification, the undersigned,

(name)

_____, of _____, hereby certifies that the claim for
(title) (company)

compensation and time, if any, made herein for Work on this Contract is a true statement, fully documented and supported under the Contract between the parties.

Dated _____ /S/ _____

Subscribed and sworn before me this _____ day of _____, _____

Notary Public
My Commission Expires _____

(b) Record Retention. It is the responsibility of the Contractor to keep full and complete records of the costs and additional time incurred for any claim. The Contractor shall permit the City to have access to those records and any other records as may be required by the City to determine the facts or contentions involved in the claim. The Contractor shall retain those records according to Article 109.11.

(c) Audit. All claims filed against the City shall be subject to audit at any time following the filing of the claim. The audit may be performed by employees of the City or by an auditor under Contract with the City. The audit may begin at any time during the life of the contract, or on 20 calendar days notice to the Contractor or its agents if an audit is to be commenced more than 60 calendar days after the final payment date of the. The Contractor, subcontractors or agents shall provide adequate facilities acceptable to the City, for the audit during normal business hours. Failure of the Contractor or its agents to maintain and retain sufficient records to allow the auditors to verify all or any portion of the claim or to permit the auditor access to the books and records of the Contractor, subcontractors or agents shall constitute a waiver of the claim and may bar any recovery of all or any portion thereunder. The records subject to retention and audit are all books and records including but not limited to the following documents:

- (1) Daily time sheets and supervisor's daily reports.
- (2) Union agreements.
- (3) Payroll records including tax, insurance, welfare, and benefits records.
- (4) Material invoices and requisitions.
- (5) Material cost distribution worksheet.
- (6) Equipment records (list of company equipment, rates, etc.).
- (7) Vendor's, rental agencies Subcontractor's, and agent's invoices.
- (8) Subcontractor's and agent's payment certificates.
- (9) Cancelled checks (payroll and vendors).
- (10) Job cost report.
- (11) Job payroll ledger.
- (12) General ledger.
- (13) Cash disbursements journal.
- (14) Financial statements for all years reflecting the operations on the Contract involved.
- (15) Depreciation records on all company equipment.
- (16) If a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual costs of owning and operating equipment, all such other source documents.
- (17) All documents including pricing books and bid documents which relate to each and every claim together with all documents which support the amount of damages as to each claim.

(18) Worksheets used to prepare the claim establishing the cost components for items of the claim including but not limited to labor, benefits and insurance, materials equipment, subcontractors all documents which establish the time periods individuals involved, the hours for the individuals and the rates of the individuals.

(d) Time of Submission. All claims submitted according to this Article shall be filed not later than six months after the Contractor provides final quantities to the City according to Article 109.09. The six months shall run from the date indicated on the final quantities transmittal. The requirement of a general administrative claims cutoff time provided herein shall not constitute waiver of any notification time requirements stated elsewhere in these specifications or the special provisions.

(e) Procedure. The City provides two administrative levels for claims review.

Level I City Manager

Level II City Council

All claims shall first be submitted at Level I. The City Manager shall consider all information submitted with the claim and shall render a decision on the claim within ten (10) days after receipt. Claims not conforming to this Article will be returned without consideration. The City Manager may schedule a claim presentation meeting if in the City Manager's judgment such a meeting would aid in resolution of the claim, otherwise a decision will be made based on the claim documentation submitted. If a decision is not rendered within ten (10) days, or if the Contractor disputes the decision, an appeal to Level II shall be made by the Contractor. An appeal to Level II shall be made in writing to the City Council within thirty (30) days after the date of the Level I decision, and shall include twenty (20) additional copies of the claim and supporting documentation. Review of the claim at Level II shall be conducted as a full evaluation of the claim. A claim presentation meeting may be scheduled if the City Council determines that such a meeting would aid in resolution of the claim, otherwise a decision will be made based on the claim documentation submitted. A Level II final decision will be rendered within thirty (30) days of the receipt of the written request for appeal.

Full compliance by the Contractor with the provisions specified in this Article is a contractual condition precedent to the Contractor's right to seek judicial relief. Any claim by the Contractor shall be submitted to the exclusive jurisdiction and venue if the Circuit Court of Eighteenth Judicial Circuit, DuPage County, Illinois. The City Council's written decision shall be the final administrative action of the City. Unless the Contractor files a claim for adjudication by the Circuit Court of Eighteenth Judicial Circuit, DuPage County, Illinois within sixty (60) days after the date of the City Council's written decision, the failure to file shall constitute a release and waiver of the claim.

(f) Basis of Payment. After resolution of a claim in favor of the Contractor, any adjustment in time required for the Work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials direct equipment, direct jobsite overhead, direct offsite overhead, and other direct costs allowed by

the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, pro rata home office overhead, unabsorbed overhead and lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation. The above basis of payment is an essential element of the Contract and the claim cost recovery of the Contractor shall be so limited.

109.11 Contractor Record Retention. The Contractor and all subcontractors shall maintain books and records relating to the performance of the Contract or Subcontract and necessary to support amounts charged to the City under the Contract and subcontract. The books and records shall be maintained by the Contractor for a minimum of three years from the later of the date of final payment under the Contract or the completion of the Contract. The books and records shall be maintained by the subcontractor for a minimum of three years from the later of the date of final payment under the subcontract or the completion of the subcontract. However, the three year period shall be extended for the duration of any audit in progress at the time of that period's expiration. All books and records required to be maintained by the Contractor and subcontractor shall be available for review and audit by the City upon no less than twenty days prior written notice, and the Contractor and subcontractor shall cooperate fully with any audit and provide full access to all relevant materials. Failure by the Contractor or subcontractor to maintain the books, records and supporting documents required by this Article shall establish a presumption in favor of the City for the recovery of any funds paid by the City under the Contract for which adequate books and records are not available. The Contractor and subcontractor shall include the requirements of this Article in all subcontracts.

SECTION 110. ADDITIONAL PROVISIONS

110.1 In the event that City fails to timely pay any amount due hereunder, the Contractor may deliver written notice to City specifying the failure of payment. Should the City fail to cure its default in payment within fourteen (14) days after receipt by the City of the Contractor's written notice, the Contractor may stop the Work and/or terminate the Contract.

110.2 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

110.3 Where any consent or agreement is required hereunder, neither party shall unreasonably withhold, delay or condition such consent or agreement.

110.4 Warranty. The Contractor warrants to City that all materials and equipment furnished shall be new unless otherwise specified, and that all Work and materials furnished under this Contract shall be of good quality, free from faults and defects and in conformance with the Contract Documents. For a period of one (1) year following the date of Substantial Completion hereunder, the City shall notify the Contractor of any defect in the Work. During such one-year period, the Contractor will repair any defect in the Work not caused by abuse, misuse, ordinary wear and tear or any modification, repair or Work performed on the Work that is not authorized in writing or performed by the Contractor. THIS WARRANTY AND REPAIR OBLIGATION IS THE CITY'S

SOLE AND EXCLUSIVE REMEDY AND ALL OTHER IMPLIED WARRANTIES IN LAW OR EQUITY ARE HEREBY DISCLAIMED BY THE CONTRACTOR.

Exhibit A

Work Specifications and Values

DESCRIPTION OF WORK SPECIFICATIONS AND VALUES

1. Geotechnical Engineering Investigation: Perform a complete subsurface geotechnical investigation in order to determine the existing soil profile beneath the 135 and 145 Addison lots. Include all required sampling and testing as required in order to make recommendations on the most economical foundation system for the proposed structure as well as identify any special requirements that may be required for on-site earthwork activities. Sampling will be obtained by split-spoon or thin walled tube methods. Samples obtained from the borings will be examined by experienced laboratory personnel in order to verify field descriptions, as well as to visually classify in accordance with the Unified Soil Classification System. Laboratory testing will include moisture content, dry unit weights, and measurements of unconfined compressive strengths. Upon completion of the sampling and testing, an engineering report summarizing the field and laboratory data will be provided. The report will address anticipated soil and groundwater conditions impacting the development of the site. It will also provide recommendations to guide design and specification preparation pertaining to geotechnical issues relevant to the structure.

\$17,800
2. ALTA/ACSM Land Title Survey: Perform an ALTA/ACSM Land Title certification as adopted by the American Land Title Association on October 5, 2005. The ALTA survey will include:
 - Auto-CAD generated certified ALTA/ACSM Land Title Survey prepared at a scale suitable to show all survey information in a clear and legible manner
 - Reference to all found survey monuments as they relate to the subject parcel; an updated legal description for the parcels
 - The minimum requirements necessary to satisfy the current Minimum Standard Detail ALTA/ACSM specifications
 - North arrow; graphic scale; legend of all symbols
 - Property area in acres and square feet; a Professional Land Surveyor seal; easements and setbacks of record
 - Any encroachments effecting the property

\$4,200
3. Topographic Survey: Perform an on-site survey with 1'0" elevation contours. The topographic services include the following:

- Recordation of a minimum of one (1) benchmark at the site including precision location and elevation
- All required spot elevations required to generate a contour survey properly representing the ground surface
- Finished floor or top of foundation elevations of existing buildings in and adjacent to the survey area
- Pavement types and extends such as concrete, asphalt, or gravel; existing improvements, buildings, and surface features located by scale
- Individual trees of 3" diameter or greater will be located within one foot of tolerance
- Top of curb, flow line, and edge of pavement elevations of all roadways and streets within the survey area, roadway striping of all roadways and streets within the survey area
- Sanitary and storm sewers: size and type of pipe and rim and invert elevations at all manholes, inlets, and catch basins
- Water mains: size of pipes, top of pipe elevations and flow direction, location of all valves and hydrants
- Gas mains: size of pipe and locations of valves
- Telephone, electric pedestals, transformers, street lights, etc.

\$3,500

4. Plats of Vacation and Consolidation: Because the proposed structure will be located on two (2) existing lots and a portion of the Addition Right of Way (ROW), it will be required to vacate a portion of the Addison ROW and consolidate the vacated area with the two underlying lots into a single lot. This service includes all required recording with the county for the consolidation. The Plats of Vacation and Consolidation will include the following:

- Lot and block numbers
- Geometric information used to delineate lots and re-subdivision limits clearly shown
- Easements and setbacks shown as "Hereby Granted" or referenced by recording information
- Certificates as required by the City, County, and all appropriate governmental entities
- A legal description of the property to be vacated and re-subdivided
- An area table
- North arrow, scale, vicinity map, and legend of symbols
- Reference to monuments and their relations to subdivision boundaries
- Reference to adjoining property deed information
- Certification that the plat was prepared by a licensed land surveyor
- Easements as required by the City of Elmhurst
- A flood-zone statement
- Subdivided lots will be monumented in conformance with State statutes

\$4,300

5. Civil Engineering Design Services: Perform the complete civil design of the proposed site. Services include the following:
- Title sheet, general notes, legends and abbreviations
 - Site Demolition Plan detailing pavement, driveway, curb, utility, and other removals required for the project
 - Site Geometric and Layout Plan showing property lines, setbacks, dimensions and geometry of buildings, walkways, at-grade parking lots, loading docks, driveways, and open areas
 - Site paving plans, sections, and details for site driveways, surface parking lots, and walkways
 - Site Grading Plan defining the finished floor elevation of the building, elevations at the entrance ramp, access drive, and walkway elevations
 - Stormwater pollution prevention plan to define erosion control measures to be implemented for the site to meet NPDES and local requirements
 - Site Utility Plan to include sewer, water distribution, and storm sewer systems to serve the development
 - Construction details, technical specifications, and general notes as required for the construction
 - Prepare all required stormwater detention and BMP calculations and design to meet all local requirements
- \$44,900
6. ComEd: Perform all required coordination with ComEd to accommodate the relocation of overhead power lines adjacent to the property. This proposal does not include any of the costs associated with the relocation, but attendance to all required meetings in order to coordinate the effort.
- \$4,000
7. All required project management, coordination, and oversight as required to coordinate, facilitate, and execute the due diligence services as described herein.
- \$15,950

Total Proposed Due Diligence and Preliminary Engineering Costs: \$94,650

Exhibit B

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, and the surety providing the performance bond shall be responsible for the completion of the Contract.

I, _____, hereby certify that I am the Vice President of ARCO/Murray National Construction Company, Inc., and as such, hereby represent and warrant to the City 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 has and will comply with all laws relating to the payment of general prevailing wages in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*);
- (B) the Contractor has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
- (C) the Contractor has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 *et seq.*);
- (D) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), will provide a drug-free workplace by:
 - (1) Publishing a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the 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 (D)(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 Village within ten (10) days after receiving notice under paragraph(D)(1)e from an employee or otherwise receiving actual notice of such conviction;
- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;
- (E) the 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;

- (F) the Contractor, at the time the Contractor submitted a bid on this Contract, had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210;
- (G) no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of any interest in the 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.
- (H) no officer or employee of the City has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code; and
- (I) 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.
- (J) in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
- (K) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is

not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the 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.

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: August ____, 2012

Contractor: ARCO/Murray National Construction Company, Inc.

By: _____
Brad Danegger, Vice President

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Brad Danegger, known to me to be the Vice President of ARCO/Murray National Construction Company, Inc., appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed.

Dated: August ____, 2012

Notary Public

Exhibit C

CONTRACT BOND

ARCO/Murray National Construction Company, Inc. as Principal, and
as
Surety, are held and firmly bound unto the City of Elmhurst in the penal sum of _____ and
No/100 Dollars (\$ _____), lawful money of the United States, well and truly to be paid unto
City of Elmhurst, for the payment of which we bind ourselves, our heirs, executors,
administrators, successors, jointly to pay to the City of Elmhurst this sum under the conditions of
this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that,
the said Principal has entered into a written Contract with the City of Elmhurst for the
performance of Work on the Contract for which this bond is given and which Contract is hereby
referred to and made a part hereof, as if written herein at length, and whereby the said Principal
has promised and agreed to perform said Work in accordance with the terms of said Contract, and
has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or
machinery furnished to such Principal for the purpose of performing such Work and has further
agreed to pay all direct and indirect damage to any person, firm, company, or corporation suffered
or sustained on account of the performance of such Work during the time thereof and until such
Work is completed and accepted; and has further agreed that this bond shall inure to the benefit of
any persons, firm, company, or corporation, to whom any money may be due from the Principal,
subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so
furnished and that suit may be maintained on such bond by any such person, firm, company, or
corporation, for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall well and truly perform said Work in
accordance with the terms of said Contract, and shall pay all sums of money due or to become due
for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of
constructing such Work, and shall commence and complete the Work within the time prescribed
in said Contract, and shall pay and discharge all damages, direct and indirect, that may be suffered
or sustained on account of such Work during the time of the performance thereof and until the
said Work shall have been accepted, and shall hold the City of Elmhurst and its city council
harmless on account of any such damages and shall in all respects fully and faithfully comply
with all the provisions, conditions, and requirements of said Contract, then this obligation to be
void, otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said Principal and the said Surety have caused this
instrument to be signed by their respective officers and their corporate seals to be hereunto affixed
this _____ day of _____, 2012 A.D.

PRINCIPAL

ARCO/Murray National Construction Company, Inc.

By: _____

Brad Dannegger, Vice President

SURETY

Name of Surety

By: _____
Signature of Attorney-in-Fact

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, _____, a Notary Public in and for said county, do hereby certify that Brad Dannegger, as Vice President of ARCO/Murray National Construction Company, Inc. and _____ as

_____ of _____
Name of individual signing on behalf of Surety *Office of individual signing on behalf of Surety*

((Name of Surety))

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of Principal and Surety, appeared before me this day in person and acknowledged respectively, that they signed, sealed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this _____ day of _____ A.D. 2012.

Notary Public

My commission expires _____.

Exhibit D

Proforma Insurance Certificate

(EXAMPLE)ACORD™		DATE (MM/DD/YYYY) Completed				
CERTIFICATE OF LIABILITY INSURANCE						
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.					
Fully Completed	INSURERS AFFORDING COVERAGE	NAIC #				
INSURED	INSURER A: Name of Insurance Company		Completed			
	INSURER B: Name of Insurance Company		Completed			
	INSURER C: Name of Insurance Company		Completed			
	INSURER D: Name of Insurance Company		Completed			
	INSURER E: Name of Insurance Company		Completed			
COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	LIMITS
A	X	GENERAL LIABILITY CG001 <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNES & CONT PROT ((If REQUIRED)) <input type="checkbox"/> <hr/> GEN'L AGGREGATE LIMIT APPLIER PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. Occur.) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 1,000,000
A		AUTOMOBILE LIABILITY CA001 <input type="checkbox"/> ANY AUTO CA001 <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>	Policy Number	Policy Start Date	Policy End Date	COMBINED SINGLE LIMIT (Ea. Accident) \$ 1,000,000 BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER ACCIDENT) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ AUTO ONLY-EA ACCIDENT \$ OTHER THAN EA ACC AUTO ONLY:AGG \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
B	X	EXCESS UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000

C	WORKS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	Policy Number	Policy Start Date	Policy End Date	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
					E.L. EACH ACCIDENT	\$1,000,000
					E.L. DISEASE-EA EMPLOYEE	\$1,000,000
					E.L. DISEASE-POLICY LIMIT	\$1,000,000
OTHER Professional Liability (If requested)	Policy Number	Policy Start Date	Policy End Date			
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS List project number, location and description. No endorsements or additional forms modify or limit coverage provided to additional insured. Coverage provided to the additional insured is primary.						
CERTIFICATE HOLDER				CANCELLATION		
Additional Insured: City of Elmhurst, its officials, employees, agents and volunteers.				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, SIGNATURE OF AUTHORIZED AGENT		

ACORD 25 (2001/08)
1988

© ACORD CORPORATION

Exhibit E

Additional Insured Endorsement

CG 20 10 03 97

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULE PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Who Is An Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

Copyright, Insurance Services Office, Ins. 1996

Exhibit F

Additional Insured Endorsement

CG 20 26 11 85

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Who Is An Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

Copyright, Insurance Services Office, Ins. 1984

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04**

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location and Description of Completed Operations
Information required to complete this Section, if not shown above, will be shown in the Declarations.	

Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by “your work” at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the “products—completed operations hazard”.

Exhibit G

Additional Insured Endorsement

ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:
Name of Insured:
Policy Number:
Policy Period:
Endors. Effective Date:

This endorsement modifies coverage provided under the following:

**Commercial General Liability
Coverage Part**

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy / coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
1. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
2. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
3. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

Original Created-1/2002
Revised-1/2005

Exhibit H

Instructions for Certified Payroll

INSTRUCTIONS FOR CERTIFIED PAYROLL FORM

PLEASE NOTE: THE SUBMISSION OF FALSIFIED PAYROLL RECORDS IS A CRIMINAL OFFENSE.

1. For all public works projects, Payroll Certifications and Accompanying Affidavit must be filed with the City of Elmhurst on a monthly basis under the Illinois Prevailing Wage Act (820 ILCS 130/5).
2. The information must be provided for **each payroll period**. Please note the starting and ending dates of each payroll period in the space provided.
3. If you are a contractor or subcontractor working for the City of Elmhurst on more than one project, please fill out a form for each project.
4. For each project you worked on for the City of Elmhurst, you must identify the names of employees that worked on the project and their classifications. You must record the number of hours they worked each day of the pay period, along with the total hourly wages paid during that pay period, including the hourly fringe benefits paid.
5. Please note that pertinent information is required on the second sheet. The Subcontractor information, if applicable, is very important; however, it is **ABSOLUTELY IMPERATIVE** that the **AFFIDAVIT** information be completed in its **ENTIRETY** including **SIGNATURE**. If additional forms are needed and copies are made, please be sure to also duplicate the second sheet. A second sheet **MUST** accompany every certified transcript of payroll form showing that you are swearing that the information on each sheet is accurate.
6. Fringe Benefits **MUST** be paid if required for the work classification, regardless of your union or non-union status.
7. If a fringe benefit is paid into a fund, place the letter "F" behind the rate; if the benefit is included on the employee's payroll check, place the letter "E" behind the rate; credit will be given for health insurance paid, payments made into an ERISA approved pension plan, required vacation and/or training (registration in a BAT-approved program).
8. The items requested under the heading, "Contract Information," help to correctly identify the project. If a Contract or Project Number is not known, please do your best to secure the information. The information requested for "Project" and "Project Location" should **always** be completed.
9. You are invited to visit Illinois Department of Labor's web site at www.state.il.us/agency/idol for more detailed information regarding application of the Prevailing Wage Act.

AFFIDAVIT

SUBCONTRACTOR

Monthly Statement of Compliance

Date: _____

I, _____ (name signatory party), _____ (title), do hereby state: that I pay or supervise the payment of the persons employed on the public works project _____ (name of project); that during the payroll period commencing on the _____ day of _____, _____ (year), and ending on the _____ day of _____, _____ (year), all persons employed on said project have been paid the full wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ (name of contractor or subcontractor) from the full wages earned by any person, and that no deductions have been made either directly or indirectly from the full wages earned by any persons, other than permissible deductions as defined by Federal and/or State law. I further certify that this payroll is correct and complete; that the wage rates contained therein are not less than the actual rates herein stated and that the classification set forth for each laborers or mechanic conform to the work he/she performed.

Signature: _____

Attach explanation of monies paid, copy of contract or billing, or other pertinent information.

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Exhibit I

Du Page County Prevailing Wage

Du Page County Prevailing Wage for June 2012

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		35.200	35.700	1.5	1.5	2.0	12.18	8.820	0.000	0.450
ASBESTOS ABT-MEC		BLD		32.850	0.000	1.5	1.5	2.0	10.82	10.66	0.000	0.720
BOILERMAKER		BLD		43.450	47.360	2.0	2.0	2.0	6.970	14.66	0.000	0.350
BRICK MASON		BLD		39.780	43.760	1.5	1.5	2.0	9.300	11.17	0.000	0.730
CARPENTER		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
CEMENT MASON		ALL		38.000	40.000	2.0	1.5	2.0	8.950	16.35	0.000	0.380
CERAMIC TILE FNSHER		BLD		33.600	0.000	2.0	1.5	2.0	9.200	6.680	0.000	0.580
COMMUNICATION TECH		BLD		32.650	34.750	1.5	1.5	2.0	9.250	14.46	0.400	0.610
ELECTRIC PWR EQMT OP		ALL		35.400	48.110	1.5	1.5	2.0	5.000	10.97	0.000	0.270
ELECTRIC PWR GRNDMAN		ALL		27.380	48.110	1.5	1.5	2.0	5.000	8.490	0.000	0.210
ELECTRIC PWR LINEMAN		ALL		42.390	48.110	1.5	1.5	2.0	5.000	13.14	0.000	0.320
ELECTRIC PWR TRK DRV		ALL		28.350	48.110	1.5	1.5	2.0	5.000	8.790	0.000	0.220
ELECTRICIAN		BLD		36.200	39.820	1.5	1.5	2.0	9.250	16.27	4.380	0.680
ELEVATOR CONSTRUCTOR		BLD		48.560	54.630	2.0	2.0	2.0	11.03	11.96	2.910	0.000
FENCE ERECTOR	NE	ALL		32.660	34.660	1.5	1.5	2.0	12.42	10.00	0.000	0.250
FENCE ERECTOR	W	ALL		44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
GLAZIER		BLD		38.500	40.000	1.5	2.0	2.0	11.49	14.64	0.000	0.840
HT/FROST INSULATOR		BLD		43.800	46.300	1.5	1.5	2.0	10.82	11.86	0.000	0.720
IRON WORKER	E	ALL		40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
IRON WORKER	W	ALL		44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
LABORER		ALL		35.200	35.950	1.5	1.5	2.0	12.18	8.820	0.000	0.450
LATHER		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
MACHINIST		BLD		43.160	45.160	1.5	1.5	2.0	7.980	8.950	0.000	0.000
MARBLE FINISHERS		ALL		29.100	0.000	1.5	1.5	2.0	9.300	11.17	0.000	0.660
MARBLE MASON		BLD		39.030	42.930	1.5	1.5	2.0	9.300	11.17	0.000	0.730
MATERIAL TESTER I		ALL		25.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MATERIALS TESTER II		ALL		30.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MILLWRIGHT		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
OPERATING ENGINEER		BLD	1	45.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD	2	43.800	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD	3	41.250	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD	4	39.500	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD	5	48.850	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD	6	46.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD	7	48.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY	1	43.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY	2	42.750	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY	3	40.700	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY	4	39.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY	5	38.100	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY	6	46.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY	7	44.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
ORNAMNTL IRON WORKER E		ALL		40.200	42.700	2.0	2.0	2.0	12.67	15.61	0.000	0.500
ORNAMNTL IRON WORKER W		ALL		44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
PAINTER		ALL		40.180	42.180	1.5	1.5	1.5	8.950	8.200	0.000	1.250
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIVER		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
PIPEFITTER		BLD		41.000	43.000	1.5	1.5	2.0	10.75	14.59	0.000	1.660
PLASTERER		BLD		39.360	41.720	1.5	1.5	2.0	9.300	11.72	0.000	0.780
PLUMBER		BLD		41.000	43.000	1.5	1.5	2.0	10.75	14.59	0.000	1.660
ROOFER		BLD		37.650	40.650	1.5	1.5	2.0	8.380	6.820	0.000	0.430
SHEETMETAL WORKER		BLD		41.660	43.660	1.5	1.5	2.0	9.540	11.57	0.000	0.780

SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	9.750	8.200	0.000	0.450
STEEL ERECTOR	E ALL	40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
STEEL ERECTOR	W ALL	44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
STONE MASON	BLD	39.780	43.760	1.5	1.5	2.0	9.300	11.17	0.000	0.730
TERRAZZO FINISHER	BLD	35.150	0.000	1.5	1.5	2.0	9.200	9.070	0.000	0.430
TERRAZZO MASON	BLD	39.010	42.010	1.5	1.5	2.0	9.200	10.41	0.000	0.510
TILE MASON	BLD	40.490	44.490	2.0	1.5	2.0	9.200	8.390	0.000	0.640
TRAFFIC SAFETY WRKR	HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TUCKPOINTER	BLD	39.950	40.950	1.5	1.5	2.0	8.180	10.57	0.000	0.790

Legend:

RG (Region)
 TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)
 C (Class)
 Base (Base Wage Rate)
 FRMAN (Foreman Rate)
 M-P>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)
 OSA (Overtime (OT) is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pensa (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations

DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal

of temporary road signs.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone,

granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including 1/2 cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including 1/2 cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.;

Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

Exhibit J

Contractor Requested Contract Clarifications

1. The City Manager shall have the authority to make initial determinations and decisions as to those matters set forth in the Contract, but the exercise of this authority shall not be final in that the remedies set forth in the Contract shall be available to Contractor to the extent Contractor disagrees with any determination made by the City and/or the City Manager.
2. The Contractor shall submit Applications for Payment, not "estimates", and that Contractor shall be entitled to payment based upon the percentage of Work completed through the date of the Application.
3. The Contract Sum corresponds to the scope of Work defined in the Contract Documents. To the extent that the scope or Work is adjusted for any reason other than Contractor's default, the Contract Sum shall be adjusted accordingly.

SPECIAL PROVISIONS

The following special provisions supplement the Specifications and the General Conditions. In case of conflict with any part, or parts, of said Specifications or General Conditions, the Special Provisions shall take precedence and shall govern.

SECTION 201 DUE DILIGENCE INVESTIGATIONS

201.1 GEOTECHNICAL FIELD INVESTIGATION

201.1.1 The Contractor shall perform a full geotechnical field investigation and analysis including recommendations for foundation and slab on grade. The investigation will provide information for the development of geotechnical engineering recommendations for engineering designs used to construct economical and sound concrete foundations. The geotechnical engineering investigation will consist of field exploratory test borings and laboratory analysis used to evaluate conditions for the specific site. All testing shall be performed in accordance with ASTM Standards. The investigation will consist of _____ borings to _____ below existing grade and pressure meter testing where applicable. The results of the field investigation and analysis shall be presented in a written report. The Geotechnical Investigation Engineering Report shall be prepared and sealed by a qualified geotechnical engineer licensed in Illinois.

201.1.2 SCOPE OF WORK

201.1.2.1 Field Exploratory Test Borings

The geotechnical engineer shall explore field subsurface conditions at the specified site by drilling. The typical number and depths of the borings will be provided on a project basis. All borings will be performed in accordance with ASTM D-1586 Standard. Stratify subsurface conditions within depth of boring(s); maintain a soil log(s) and obtain samples for visual examination, classification and laboratory testing where deemed necessary by the Geotechnical Engineer. Backfill all boreholes with soil cuttings or fill and compact as required.

201.1.2.2 Laboratory Testing

Laboratory classification tests will be performed in accordance with the most recent applicable standards. The type and frequency of testing will be determined by "best professional judgment" of the Geotechnical Engineer and will include as a minimum the following:

- Moisture content and soil strength parameters (unit weight, cohesion, angle of internal friction)

201.1.2.3 Geotechnical Investigation Report

The Geotechnical Engineer will prepare a thorough Geotechnical Investigation Engineering Report. The report will identify the procedures used to perform the Work, the field investigations, laboratory testing and engineering analyses. Data, interpretations and recommendations in the report shall be

based on information provided to the Geotechnical Engineer and information gained through investigation and testing.

201.1.3 SCHEDULE FOR SUBMITTALS

Engineer shall provide three (3) copies of original stamped Geotechnical Investigation Engineering Report to the City of Elmhurst within 15 working days of the field investigation. Preliminary information (*e.g.* boring logs, etc.) may be required to be submitted as they become available.

201.1.4 QUALITY ASSURANCE

The Geotechnical Engineer's Work shall be in conformance with all applicable local, state and federal regulations and standard professional practice applicable to the site location. The Geotechnical Investigation Engineering Report shall be stamped (sealed) by a geotechnical engineer licensed in Illinois.

201.1.5 MEASUREMENT AND PAYMENT

A. Incidental Cost: The Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, temporary construction, charges, levies and other expenses necessary to complete this Work in accordance with the specifications.

B. Lump Sum Payment: The Contractor will be paid the lump sum price for satisfactorily completing the Geotechnical Engineering Investigations Report.

COUNCIL ACTION SUMMARY

SUBJECT: A Resolution Authorizing the Execution of a Contract For Preliminary Due Diligence, Investigations and Site Design ("Contract") By and Between the City of Elmhurst, Illinois, and ARCO/Murray National Construction Company, Inc. for the Proposed Addison Street Parking Deck Site, 135-145 Addison Street, Elmhurst, Illinois

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

On Monday, June 25, 2012, the Public Works and Buildings Committee issued its report to recommend that the City Council enter into the contract for preliminary due diligence, investigations and site design for the proposed Addison Street Parking Deck to be located at 135-145 Addison Street, Elmhurst, Illinois. On Monday, July 2, 2012, the City Council approved the Public Works and Buildings Committee report recommendation and directed the City Attorney to prepare the Contract for the work consistent with report. Contract negotiations were thereafter undertaken with ARCO/Murray National Construction Company, Inc.

The proposed Contract sets forth that the fee shall not exceed Ninety-Four Thousand Six Hundred Fifty (\$94,650.00) Dollars of the cost of the work. Section 3.20 of the Elmhurst Municipal Code permits the waiver of competitive bidding by a vote of two-thirds of the aldermen holding office (ten of fourteen aldermen).

The resolution authorizing the execution of the contract is included for the City Council's consideration.

R - 70 - 2012

**A RESOLUTION AUTHORIZING
THE ISSUANCE OF A NOTICE OF AWARD FOR
THE PROPOSED ADDISON STREET PARKING DECK
UTILITY RELOCATION PROJECT
AT 135-149 ADDISON FOR THE CITY OF ELMHURST, ILLINOIS**

WHEREAS, the City of Elmhurst (hereinafter the “City”) sent invitations to bid to qualified contractors, and publicly advertised for sealed bids for the proposed Addison Street Parking Deck Utility Relocation Project, located at 135-149 Addison, Elmhurst (hereinafter the “Project”); and

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

WHEREAS, in the Bid Documents, the bid for the Project consists of relocating the overhead private utilities in the public alley directly behind 135-149 Addison, which work to include the permanent relocation of electric, telephone, and cable transmission lines underground to avoid conflicts with these utilities during construction of the parking deck; and

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

WHEREAS, the City’s Public Works and Buildings Committee reviewed the bids and has recommended that William T. Connelly, Inc. d/b/a Connelly Electric Co. of Addison, Illinois (hereinafter “Connelly”) be found to have provided the lowest responsive bid for the Project; and

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

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

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

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

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

Section 4. The City Council does hereby determine that it is in the best interests of the City to enter into a contract for this Project, and does hereby direct that a Notice of Award be issued to Connelly for the Project in an amount not to exceed Two Hundred Seventy-Nine Thousand Seven Hundred Forty and no/100ths (\$279,740.00) Dollars.

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 Connelly for the Project, which contract is attached hereto as Exhibit "B" and made a part hereof, provided that Connelly returns to the City, within ten (10) days of receipt of the Notice of Award, an executed contract with all other necessary written contract documents attached, properly executed by it, along with the proper contract

bonds and certificates of insurance.

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

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

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

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

EXHIBIT "A"
CITY OF ELMHURST, ILLINOIS
NOTICE OF AWARD

TO: William T. Connelly, Inc. d/b/a Connelly Electric Co.
40 North Addison Road
Addison, IL 60101

PROJECT DESCRIPTION: City of Elmhurst Addison Street Parking Deck Utility Relocation Project, 135-149 Addison, Elmhurst, Illinois

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

YOU ARE HEREBY NOTIFIED that your bid has been accepted for items in an amount not to exceed Two Hundred Seventy-Nine Thousand Seven Hundred Forty and no/100ths (\$279,740.00) 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 bonds and insurance within ten (10) calendar days from the date of the receipt of this Notice.

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

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

Dated this ____ day of _____, 2012.

City of Elmhurst, Illinois,

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

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

William T. Connelly, Inc. d/b/a Connelly Electric Co.

By: _____

EXHIBIT "B"
CONTRACT

This Contract is made this ____ day of _____, 2012, between the City of Elmhurst, the City, and William T. Connelly, Inc. d/b/a Connelly Electric Co., the Contractor, for the **Addison Street Parking Deck Utility Relocation Project, located at 135-149 Addison, Elmhurst, Illinois.**

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 **Addison Street Parking Deck Utility Relocation Project, located at 135-149 Addison**, 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, in an amount not to exceed Two Hundred Seventy-Nine Thousand Seven Hundred Forty and no/100ths (\$279,740.00) Dollars as set forth in the Contractor's Proposal 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 Proposal, 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 in the Proposal 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 Contract.

3. **Contract Time.** The Work will commence expeditiously after the date the City gives the Contractor written notice to proceed. The work shall be substantially completed within _____ calendar days after the date of such notice, unless an extension of time is granted in accordance with the Specifications.

4. **Payments.** Partial payment, acceptance, and final payment is to be made to the Contractor in accordance with and subject to the provisions embodied in the General Conditions, which are made a part of this Contract. The City shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for services performed prior to the termination consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq.*).

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

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

a. If to City:

City of Elmhurst
209 North York Road
Elmhurst, Illinois 60126
Attn: Mr. James A. Grabowski, City Manager

b. If to Contractor:

William T. Connelly, Inc. d/b/a Connelly Electric Co.
40 S. Addison Road
Addison, IL 60101
Attn: _____

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

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

- (a) Addenda, if any (none unless indicated here) _____
- (b) Notice to Bidders and Invitation for Bids
- (c) Instructions to Bidders
- (d) Contractor's Certification
- (e) City of Elmhurst Qualification Forms
- (f) Affidavit of Availability
- (g) Proposal
- (h) Contract
- (i) Contract Bond
- (j) Specifications
- (k) Special Provisions
- (l) Check Sheet for Recurring Special Provisions
- (m) Bureau of Design and Environment Special Provisions Check Sheet
- (n) Attachments
- (o) DuPage County, Illinois Prevailing Wages

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

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

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:
William T. Connelly, Inc. d/b/a Connelly Electric Co.

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 Proposed Addison Street Parking Deck Utility Relocation Project, 135-149 Addison, Elmhurst, Illinois.

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

The City authorized the advertisement of bids for Proposed Addison Street Parking Deck Utility Relocation Project, 135-149 Addison, Elmhurst, Illinois. There were three (3) contractors that bid for this Project. Upon the Public Works and Buildings Committee's review of the bids, it was determined that William T. Connelly, Inc. d/b/a Connelly Electric Co. of Addison, Illinois was found to be the lowest responsible bidder.