



Revised *
January 3, 2013

**AGENDA
REGULAR MEETING
MONDAY, JANUARY 7, 2013
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. Receipt of Written Communications and Petitions from the Public**
 - 3. Public Forum**
 - 4. Announcements**
 - 5. Consent Agenda**
 - a. Minutes of the Regular Meeting Held on Monday, December 17, 2012 (City Clerk Spencer): Approve as published
 - b. Minutes of the Executive Session Meeting Held on Monday, December 17, 2012 (City Clerk Spencer): Approve and place on file
 - c. Accounts Payable – December 31, 2012 Total \$ 1,515,038.04
 - d. Battle of the Bands (City Manager Grabowski): Refer to the Public Affairs & Safety Committee
 - e. 2013 Elmhurst 4 on the 4th (City Manager Grabowski): Refer to the Public Affairs & Safety Committee
 - f. O-01-2013 – An Ordinance Authorizing the Purchase of One Replacement Vehicle for the City of Elmhurst Public Works Department, Utility Division and Authorizing the Disposal of One Ford F250 Truck
 - g. O-02-2013 – An Ordinance Authorizing the Purchase of a Replacement Forklift for the City of Elmhurst Public Works Department and Authorizing Disposal of a 1995 Forklift
 - h. O-03-2013 – An Ordinance Authorizing the Purchase of a Replacement Dual Auger Dump Body for its Sterling Plow Truck, Unit PW-6 the City of Elmhurst Public Works Department
 - i. O-04-2013 – An Ordinance Approving and Authorizing the Execution of an Agreement for Refuse and Recycling Services By and Between Allied Waste Services of North America, LLC and the City of Elmhurst
 - j. MCO-01-2013 – An Ordinance Amending Article IV Entitled, “Rates and Charges,” of Chapter 7 Entitled, “Water and Sewers,” of the Municipal Code of Ordinances of the City of Elmhurst, Illinois
 - k. MCO-02-2013 – An Ordinance Amending Section 44.68.3 Entitled, “No Right Turn on Red When Pedestrians are Present Intersections Enumerated” of Article V Entitled, “Driving, Overtaking and Passing,” of Chapter 44 Entitled, “Motor Vehicles and Traffic” of the Municipal Code of Ordinances of the City of Elmhurst, Illinois
 - l. R-02-2013 – A Resolution Authorizing the Execution of Agreements for Overhead Utility Relocations at the Addison Street Parking Deck
 - m. R-03-2013 – A Resolution Authorizing the Execution of a Public Highway At-Grade Crossing Agreement By and Between Union Pacific Railroad Company and the City of Elmhurst
 - 6. Reports and Recommendations of Appointed and Elected Officials**
 - a. Updates (Acting Mayor Levin)
 - b. 2013 Five Year Capital Expenditure Budget (City Manager Grabowski)**

7. Resolutions

- a. R-01-2013 – A Resolution Approving a Third Letter Agreement Between the City of Elmhurst and Addison Corridor Development I, LLC

8. Other Business

9. Adjournment

*** Revision includes addition of item 6b. 2013 Five Year Capital Expenditure Budget (City Manager Grabowski)**

PLEASE NOTE:

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

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

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

EXECUTIVE SESSION 7:15 P.M. – DISCUSSION OF MINUTES OF MEETINGS LAWFULLY CLOSED FOR SEMI ANNUAL REVIEW

1. Executive session was called to order at 7:15 p.m. by Acting Mayor Levin for the purpose of Discussion of Minutes of Meetings Lawfully Closed for Semi Annual Review and 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, Mark A. Mulliner

Absent: Patrick Wagner

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

Alderman Morley moved to convene into executive session for the purpose of Discussion of Minutes of Meetings Lawfully Closed for Semi Annual Review and Pending/Threatened Litigation. Alderman Gutenkauf seconded.

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

Nays: None

13 ayes, 0 nays, 1 absent
Motion duly carried

Alderman York moved to adjourn executive session. Alderman Morley seconded. Voice vote. Motion carried. Executive session adjourned at 7:25 p.m.

CALL TO ORDER/ PLEDGE OF ALLEGIANCE/ROLL CALL

Attendance: 20

2. The Regular Meeting of the Elmhurst City Council was called to order by Mayor DiCianni at 7:33 p.m.

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

Absent: Patrick Wagner

Also in Attendance: City Treasurer Dyer, City Attorney Storino, City Manager Grabowski, Assistant City Manager Kopp, Director of Finance & Administration Gaston, Fire Chief Bacidore, Director of Public Works Hughes, Police Chief Ruth, Deputy Police Chief Panico, Deputy Police Chief Kveton, Museum Director Bergheger

RECOGNITION – WILLIS AND SHIRLEY JOHNSON FOR SPONSORSHIP OF “CENTURIES OF PROGRESS” EXHIBIT

3. Acting Mayor Levin asked Val Stuart, Heritage Board Member and Past President to the podium to give a special recognition.

Ms. Stewart reviewed the current exhibits at the museum. She introduced Willis and Shirley Johnson for a special recognition of their sponsorship of the “Centuries of Progress” exhibit.

Mr. Johnson stated he appreciates the museum and encourages everyone to visit the exhibit.

MOMENT OF SILENCE

4. Acting Mayor Levin asked for a moment of silence to honor the victims of the December 14, 2012 shooting at the Sandy Hook Elementary School in Newtown, CT.

RECEIPT OF WRITTEN COMMUNICATIONS AND PETITIONS FROM THE PUBLIC

5. None.

PUBLIC FORUM

6. Gilbert Fischer
586 N. Van Auken
Elmhurst, IL 60126

Spoke regarding the high taxes government imposes upon its citizens.

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

Thanked Assistant City Manager Kopp for answers to his questions. He commented on the contract renewals for the City's consultants and \$70million of GO Bonds. He asked Alderman Bram if there is a requirement for water retention on the Mariano's parking lot.

Bob Pfister – Advanced Disposal
1660 Hubbard Ave.
Batavia, IL 60532

Spoke regarding the proposals for residential refuse and recycling collection contracts reviewing his proposal, asking the Council to consider his proposal.

Patrick Miller – Roy Strom
311 S. Wacker Dr., Ste 4400
Chicago, IL 60606

The Strom's attorney spoke regarding the refuse and recycling proposals for contracts stating there were some concerns in the RFP proposals regarding time frames and community size and requested Council refrain from approval at this time.

Richard Van Der Molen – Allied Waste
5050 W. Lake St.
Melrose Park, IL 60160

Stated his company provided all the necessary information and the best price. Mr. Van Der Molen stated his company has worked well with the City and thanked them for consideration of their proposal.

ANNOUNCEMENTS

7. Acting Mayor Levin announced the Elmhurst Public Library Blood Drive will be held on Wednesday, December 26, 2012 between 11:00 a.m. – 6:00 p.m. Visit the Library's website for more information.

CONSENT AGENDA

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

- a. MINUTES OF THE REGULAR MEETING HELD ON MONDAY, DECEMBER 3, 2012 (City Clerk Spencer):
Approve as published
- b. MINUTES OF THE EXECUTIVE SESSION MEETING HELD ON MONDAY, DECEMBER 3, 2012 (City Clerk Spencer): Approve and place on file

- c. ACCOUNTS PAYABLE – DECEMBER 17, 2012 TOTAL \$ 1,500,917.88
- d. REPORT – ONE (1) FORD F250 4X4 PICK-UP TRUCK WITH SNOW PLOW The following report of the Public Works & Buildings Committee was presented for passage:

December 10, 2012

TO: Acting Mayor Levin and Members of the City Council
RE: One (1) Ford F250 4X4 Pick-Up Truck with Snow Plow

The Public Works and Buildings Committee met on Monday, December 10, 2012 to discuss the purchase of One (1) Ford F250 4X4 Pick-Up Truck with Snow Plow. The existing vehicle is model year 2000 with 80,560 miles. This vehicle replaces Utility Division's PW-95. The existing vehicle has exceeded its projected life-cycle, has a rusted pick-up bed, and no longer meets the needs of the Public Works Utility Division. This vehicle is used as a plow vehicle during the snow removal operation.

The City of Elmhurst participates in the Suburban Purchasing Cooperative, a cooperative of 135 municipalities in the six county areas of Northern Illinois. The Governing Board of Suburban Purchasing Cooperative provides a Joint Purchasing Program for Local Government Agencies and has awarded a competitively bid, joint purchase contract to Currie Motors of Frankfort, IL 60423 for the supply of Ford F250 XL Pick-Up Trucks. The total cost for the Ford F250 4X4 Pick-Up Truck with snow plow less trade-in is \$26,188.00.

Funds for this purchase have been provided in the FY 2012/2013 Budget in the following account:

Vehicle (Division) Amount	Low Bid Amount with Trade	Account Number	Budget
PW-95 (Streets Div.)	\$26,188.00	510-6052-501-8006	\$28,000.00

PW-95 will be used in the Public Works Utility Division. Funds have been provided in the FY2012/2013 budget under the following account number: \$28,000.00 in 510-6052-501-8006. The total purchase price for the 2013 Ford F250 4X4 with Snow Plow is \$26,188.00. The price reflects a trade-in allowance for old PW-95 of \$1,000.00. Delivery is 12 weeks after receipt of order.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the bid submitted by Currie Motors of Forest Park, IL, in the amount of \$26,188.00 for PW-95 for the supply of the 2013 Ford F250 4X4 with Snow Plow be accepted and that the City Attorney prepare the appropriate resolution.

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

- e. REPORT – ONE (1) REPLACEMENT DUAL AUGER DUMP BODY The following report of the Public Works & Buildings Committee was presented for passage:

December 10, 2012

TO: Acting Mayor Levin and Members of the City Council
RE: One (1) Replacement Dual Auger Dump Body

The Public Works and Buildings Committee met on Monday, December 10, 2012, to discuss the purchase of One (1) Replacement Dual Auger Dump Body. PW-6, a 2001 Sterling Plow Truck with V-Box salt spreader and an underbody plow, has 38,000 miles. This stainless steel dump body

replaces the existing steel dump body that has rusted through the main body frame and can no longer meet the needs of the Public Works Streets Division. PW-6 was scheduled for replacement in 2015 at an estimated cost of \$150,000 but with the new dump body is expected to be serviceable at least until 2017. The new stainless dump body will be transferred to the new truck in 2017. This vehicle is used for snow removal and salting operations and for construction projects.

Invitations to Bid were sent out to four (4) area dealers for one (1) Replacement Dual Auger Dump Body. A legal ad appeared in the newspaper and a public bid opening was held on November 13, 2012. The results are listed below:

<u>Dealer</u>	<u>Total Price</u>
Lindco Equipment Sales, Merrillville, IN	\$32,430.00
Monroe Truck Equipment, Joliet, IL	\$35,665.00
Auto Truck Group, Bartlett, IL	Bid Received Late
RG Smith Equipment Co., Des Plaines, IL	Declined to Bid

PW-6 is used in the Public Works Streets Division. Funds in the amount of \$64,000 remain in account number 110-6047-512-50.02 which is provided for general vehicle repairs. The total purchase price for the Replacement Dual Auger Dump Body is \$34,430.00. Delivery is 25 weeks after receipt of order.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the bid submitted by Lindco Equipment Sales, Inc., in the amount of \$32,430.00 for the replacement and installation of a dual auger dump body for PW-6 be accepted and that the City Attorney prepare the appropriate resolution.

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

- f. REPORT – ONE (1) FORKLIFT The following report of the Public Works & Buildings Committee was presented for passage:

December 10, 2012

TO: Acting Mayor Levin and Members of the City Council

RE: One (1) Forklift

The Public Works and Buildings Committee met on Monday, December 10, 2012, to discuss the purchase of One (1) Forklift. This Forklift replaces Equipment Maintenance Division vehicle PW-129. The existing forklift was purchased in 1995 with 5,495 hours. The hydraulic mast needs to be rebuilt and the engine and transmission need to be resealed. It has exceeded its projected life-cycle and no longer meets the needs of the Public Works Equipment Maintenance Division. The forklift is used to load and unload material for Central Stores, storing material in the PW Garage mezzanine, moving equipment in the PW Garage and construction projects in the downtown area.

The Committee discussed leasing the forklift rather than purchasing. However, it was determined that due to the long life cycle, the option of leasing was not appropriate.

Invitations to Bid were sent out to four (4) area dealers for one (1) Forklift. A legal ad appeared in the newspaper and a public bid opening was held on November 13, 2012. The results are listed below:

<u>Dealer</u>	<u>Total Price</u>
National Lift Truck, Franklin Park, IL	\$21,350.00
Alta Equipment Co., Itasca, IL	Bid Rejected
Atlas Toyota, Schiller Park, IL	23,911.00
Equipment Depot., Elmhurst, IL	Bid Rejected

PW-129 will be used in the Public Equipment Maintenance Division. Funds have been provided in the FY2012/2013 budget under the following account number: \$40,000.00 in 110-6047-512-8007. The total purchase price for PW129 is \$21,350.00. The price reflects a trade-in allowance for old PW-129 of \$4,000.00. Delivery is 12 weeks after receipt of order.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the bid submitted by National Lift Truck, Franklin Park, IL in the amount of \$21,350.00 for the replacement of PW-129 be accepted and that the City Attorney prepare the appropriate resolution.

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

- g. REPORT – ADDISON AVENUE PARKING DECK – OVERHEAD UTILITY RELOCATIONS TO UNDERGROUND The following report of the Public Works & Buildings Committee was presented for passage:

December 17, 2012

TO: Acting Mayor Levin and Members of the City Council
RE: Addison Avenue Parking Deck - Overhead Utility Relocations to Underground

The Public Works and Building Committee met on Monday, December 17, 2012 to discuss proposals received from Commonwealth Edison and AT&T for overhead utility relocations and reconnection of secondary feeders for buildings adjacent to the alley behind 135 Addison Avenue. The City has not received a proposal from Comcast so that will have to be dealt with at a future date.

The improvements include work not performed by Connelly Electric including the installation of electric cables, power poles, equipment, transformers with pads, other appurtenant items and removal of existing equipment. Relocation of overhead utilities to underground is necessary to expedite and facilitate construction of the Addison Avenue parking deck.

The cost for the various utility improvements is proprietary. Monies for this project have been provided in the FY 2012/13 Budget in account number 530-0088-503-80-19 in the amount of \$11,000,000.

It is, therefore, the recommendation of the Public Works and Building Committee that the proposals from Commonwealth Edison in the amount of \$96,129.37 and AT& T in the amount of \$71,421.92 for the overhead utility relocations and reconnection of secondary feeders for buildings adjacent to the alley behind 135 Addison Avenue be accepted, and that the City Attorney be authorized to prepare a resolution approving agreements with Commonwealth Edison and AT & T.

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

- h. REPORT – YORK STREET AND SOUTH ROBERT PALMER DRIVE “NO TURN ON RED WHEN PEDESTRIANS ARE PRESENT” SIGN The following report of the Public Affairs & Safety Committee was presented for passage:

December 10, 2012

To: Acting Mayor Levin and Members of the City Council
Re: York Street and South Robert Palmer Drive “No Turn on Red When Pedestrians Are Present” Sign

The Public Affairs and Safety Committee met on December 10, 2012 to discuss a request from neighborhood residents for a pedestrian safety improvement at the intersection of York Street and South Robert Palmer Drive.

The request was made due to the number of children crossing this intersection daily on the route to Hawthorne Elementary School, Immaculate Conception Grade School, and Immaculate Conception High School. In response to the request, staff evaluated potential pedestrian improvements as part of the York Street re-paving project this fall.

The Existing crosswalks were upgraded with “high visibility” striping, which includes one foot wide bars across the walking path running parallel with the centerline, rather than the typical two longitudinal lines. This striping increases motorists’ awareness of potential pedestrians crossing.

Staff also recommends the installation of a sign indicating “No Turn on Red When Pedestrians Are Present” for northbound York Street to eastbound Robert Palmer Drive. This sign would prohibit the right turn maneuver when pedestrians are present and subsequently reduces the vehicular/pedestrian conflicts at the intersection. The “Manual on Uniform Traffic Control Devices” supports the use of this sign when there are “an unacceptable number of pedestrian conflicts with right-turn-on-red maneuvers, especially involving children, older pedestrians, or persons with disabilities.” As York Street is classified as an arterial roadway, with three schools in close proximity, installation of this sign is appropriate.

It is therefore, the recommendation of the Public Affairs and Safety Committee that the City Attorney be directed to prepare the appropriate ordinance for installation of a sign indicating “No Turn on Red When Pedestrians Are Present” for northbound York Street to eastbound Robert Palmer Drive.

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

- i. REPORT – AUDITOR’S FISCAL 2012 MANAGEMENT LETTER The following report of the Finance, Council Affairs & Administrative Services Committee was presented for passage:

December 11, 2012

To: Acting Mayor Levin and Members of the City Council
Re: Auditor’s Fiscal 2012 Management Letter

The Finance, Council Affairs and Administrative Services Committee met December 10, 2012, to review the 2011-2012 City of Elmhurst financial audit and to review the 2012 Auditor's Management Letter from Sikich LLP.

Mr. Daniel Berg, Partner with Sikich LLP, was present at the meeting and reviewed the audit, which received an unqualified "clean" opinion, with the Committee. The Management Letter (see attached) is intended to provide the Mayor, City Council and staff with information regarding any deficiencies in internal control that the auditors consider to be material weaknesses, and with opportunities for strengthening internal controls and operating efficiency. There is one Management Letter comment relating to the 2011-2012 financial audit. An expendable trust fund known as the Library Employees' Appreciation Fund was established in 1992 using equity donations from an anonymous donor, and there was a window where no principal on the donation could be spent. That window has now expired, and the auditors recommend that the securities be sold and replaced with investments consistent with the City's investment policy. Staff reported that the equities will be sold and appropriately reinvested by the end of the calendar year. Mr. Berg also reminded the Committee that there is a wealth of information contained in the 2012 Comprehensive Annual Financial Report and that it is a great resource in understanding the financial "health" of the City. He recommended that all elected officials take the time to read the report paying particular attention to the Management's Discussion and Analysis and the Statistical Section of the report.

After discussion, it was the consensus of the Finance Committee to recommend acceptance of the 2012 Management Letter and staff response to the comment and recommendation.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council accept the 2012 Management Letter and staff action in regard to its comment and recommendation.

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

j. O-88-2012 – AN ORDINANCE AUTHORIZING THE PURCHASE OF PAPERLESS AGENDA SYSTEM HARDWARE FOR THE CITY OF ELMHURST

Ordinance O-88-2012 was presented for passage.

k. O-89-2012 – AN ORDINANCE AUTHORIZING THE PURCHASE OF FOUR REPLACEMENT POLICE INTERCEPTOR VEHICLES FOR THE CITY OF ELMHURST POLICE DEPARTMENT AND AUTHORIZING THE DISPOSAL OF THREE POLICE VEHICLES

Ordinance O-89-2012 was presented for passage.

l. MCO-28-2012 – AN ORDINANCE AMENDING CHAPTER 2 ENTITLED, "CITY COUNCIL" AND CHAPTER 3 ENTITLED, "CITY ADMINISTRATION" OF THE MUNICIPAL CODE OF ORDINANCES OF THE CITY OF ELMHURST, ILLINOIS BY ADDING THERETO SECTION 2.13 ENTITLED, "PROHIBITION OF ALDERMEN SIMULTANEOUSLY HOLDING MULTIPLE PUBLIC ELECTIVE OFFICES IN ILLINOIS", SECTION 3.012 ENTITLED, "PROHIBITION OF MAYOR SIMULTANEOUSLY HOLDING MULTIPLE PUBLIC ELECTIVE OFFICES IN ILLINOIS", SECTION 3.032 ENTITLED, "PROHIBITION OF CLERK SIMULTANEOUSLY HOLDING MULTIPLE PUBLIC ELECTIVE OFFICES IN ILLINOIS", AND SECTION 3.052 ENTITLED, "PROHIBITION OF TREASURER HOLDING MULTIPLE PUBLIC ELECTIVE OFFICES IN ILLINOIS"

Ordinance MCO-28-2012 was presented for passage.

- m. ZO-10-2012 – AN ORDINANCE APPROVING A PRELIMINARY/FINAL PLAT OF SUBDIVISION FOR THE PROPERTY COMMONLY KNOWN AS 349-343 W. MONTROSE, AND GRANTING A MINIMUM LOT AREA VARIATION FOR THE NEWLY SUBDIVIDED LOTS (NITTI RESUBDIVISION)

Ordinance ZO-10-2012 was presented for passage.

- n. R-77-2012 – A RESOLUTION GRANTING CITY OF ELMHURST EMPLOYEE GARY L. SMITH RETIREMENT FUND CREDITS FOR OUT-OF-STATE SERVICE

Resolution R-77-2012 was presented for passage.

- o. R-78-2012 – A RESOLUTION AUTHORIZING THE LEGAL REPRESENTATIVES TO FILE REQUESTS TO INTERVENE IN APPEAL PROCEEDINGS BEFORE THE ILLINOIS PROPERTY TAX APPEAL BOARD ON BEHALF OF THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS

Resolution R-78-2012 was presented for passage.

- p. R-79-2012 – A RESOLUTION REGARDING THE RELEASE OF CERTAIN CLOSED SESSION MINUTES

Resolution R-79-2012 was presented for passage.

- q. R-80-2012 – A RESOLUTION APPROVING AND AUTHORIZING A DESIGN ENGINEERING SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ELMHURST AND TRANSYSTEMS CORPORATION

Resolution R-80-2012 was presented for passage.

- r. R-81-2012 – A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSULTING AGREEMENT BETWEEN VAN SLYKE ENTERPRISES, INC. AND THE CITY OF ELMHURST, ILLINOIS

Resolution R-81-2012 was presented for passage.

- s. R-82-2012 – A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSULTING AGREEMENT BETWEEN KEN BARTELS AND THE CITY OF ELMHURST, ILLINOIS

Resolution R-82-2012 was presented for passage.

Alderman Bram pulled item **8j. O-88-2012 – An Ordinance Authorizing the Purchase of Paperless Agenda System Hardware for the City of Elmhurst** from the Consent Agenda. Alderman Mulliner pulled item **8l. MCO-28-2012 – An Ordinance Amending Chapter 2 Entitled, “City Council” and Chapter 3 Entitled, “City Administration” of the Municipal Code of Ordinances of the City of Elmhurst, Illinois by Adding Thereto Section 2.13 Entitled, “Prohibition of Aldermen Simultaneously Holding Multiple Public Elective Offices in Illinois”, Section 3.012 Entitled, “Prohibition of Mayor Simultaneously Holding Multiple Public Elective Offices in Illinois”, Section 3.032 Entitled, “Prohibition of Clerk Simultaneously Holding Multiple Public Elective Offices in Illinois”, and Section 3.052 Entitled, “Prohibition of Treasurer Holding Multiple Public Elective Offices in Illinois”** from the Consent Agenda. Alderman Pezza pulled items **8r. R-81-2012 – A Resolution Authorizing the Execution of a Consulting Agreement Between Van Slyke Enterprises, Inc. and the City of Elmhurst, Illinois** and **8s. R-82-2012 – A Resolution Authorizing the Execution of a Consulting Agreement Between Ken Bartels and the City of Elmhurst, Illinois** from the Consent Agenda.

Alderman Healy moved to approve the contents of the Consent Agenda less items **8j. O-88-2012 – An Ordinance Authorizing the Purchase of Paperless Agenda System Hardware for the City of**

Elmhurst, 8l. MCO-28-2012 – An Ordinance Amending Chapter 2 Entitled, “City Council” and Chapter 3 Entitled, “City Administration” of the Municipal Code of Ordinances of the City of Elmhurst, Illinois by Adding Thereto Section 2.13 Entitled, “Prohibition of Aldermen Simultaneously Holding Multiple Public Elective Offices in Illinois”, Section 3.012 Entitled, “Prohibition of Mayor Simultaneously Holding Multiple Public Elective Offices in Illinois”, Section 3.032 Entitled, “Prohibition of Clerk Simultaneously Holding Multiple Public Elective Offices in Illinois”, and Section 3.052 Entitled, “Prohibition of Treasurer Holding Multiple Public Elective Offices in Illinois”, 8r. R-81-2012 – A Resolution Authorizing the Execution of a Consulting Agreement Between Van Slyke Enterprises, Inc. and the City of Elmhurst, Illinois and 8s. R-82-2012 – A Resolution Authorizing the Execution of a Consulting Agreement Between Ken Bartels and the City of Elmhurst, Illinois. Alderman Pezza seconded. Roll call vote:

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

Nays: None

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

Alderman Hipskind moved to approve item **8j. O-88-2012 – An Ordinance Authorizing the Purchase of Paperless Agenda System Hardware for the City of Elmhurst.** Alderman York seconded.

Alderman Bram stated he pulled item **8j. O-88-2012 – An Ordinance Authorizing the Purchase of Paperless Agenda System Hardware for the City of Elmhurst** not because he will vote against it but because he wanted to ask some questions regarding how it was budgeted.

Discussion ensued.

Alderman York made clear that the laptop computers are not solely for use by elected officials. He stated they are for City staff use as well.

Roll call vote on item **8j. O-88-2012 – An Ordinance Authorizing the Purchase of Paperless Agenda System Hardware for the City of Elmhurst:**

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

Nays: None

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

Alderman Mulliner moved to approve item **8l. MCO-28-2012 – An Ordinance Amending Chapter 2 Entitled, “City Council” and Chapter 3 Entitled, “City Administration” of the Municipal Code of Ordinances of the City of Elmhurst, Illinois by Adding Thereto Section 2.13 Entitled, “Prohibition of Aldermen Simultaneously Holding Multiple Public Elective Offices in Illinois”, Section 3.012 Entitled, “Prohibition of Mayor Simultaneously Holding Multiple Public Elective Offices in Illinois”, Section 3.032 Entitled, “Prohibition of Clerk Simultaneously Holding Multiple Public Elective Offices in Illinois”, and Section 3.052 Entitled, “Prohibition of Treasurer Holding Multiple Public Elective Offices in Illinois”.** Alderman York seconded.

Alderman Mulliner stated he pulled this item to call attention to the ordinance. This is the recently passed referendum regarding holding dual elected offices in Elmhurst.

Roll call vote on item **8l. MCO-28-2012 – An Ordinance Amending Chapter 2 Entitled, “City Council” and Chapter 3 Entitled, “City Administration” of the Municipal Code of Ordinances of the City of Elmhurst, Illinois by Adding Thereto Section 2.13 Entitled, “Prohibition of Aldermen Simultaneously Holding Multiple Public Elective Offices in Illinois”, Section 3.012 Entitled, “Prohibition of Mayor Simultaneously Holding Multiple Public Elective Offices in Illinois”, Section 3.032 Entitled, “Prohibition of Clerk Simultaneously Holding Multiple Public Elective Offices in Illinois”, and Section 3.052 Entitled, “Prohibition of Treasurer Holding Multiple Public Elective Offices in Illinois”:**

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

Nays: None

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

Alderman Hipskind moved to approve item **8r. R-81-2012 – A Resolution Authorizing the Execution of a Consulting Agreement Between Van Slyke Enterprises, Inc. and the City of Elmhurst, Illinois.**

Alderman York seconded.

Alderman Hipskind stated his support and asked Council to support the resolution.

Alderman Pezza stated she pulled item **8r. R-81-2012 – A Resolution Authorizing the Execution of a Consulting Agreement Between Van Slyke Enterprises, Inc. and the City of Elmhurst, Illinois** to state she cannot support the resolution.

Alderman Gutenkauf stated she could not support this because there isn't a well established criteria to monitor their outcome and a measurement for the consultants goals.

Roll call vote on item **8r. R-81-2012 – A Resolution Authorizing the Execution of a Consulting Agreement Between Van Slyke Enterprises, Inc. and the City of Elmhurst, Illinois:**

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

Nays: Pezza, Gutenkauf, Bram

Results: 10 ayes, 3 nays, 1 absent
Motion duly carried

Alderman Hipskind moved to approve item **8s. R-82-2012 – A Resolution Authorizing the Execution of a Consulting Agreement Between Ken Bartels and the City of Elmhurst, Illinois.**

Alderman York seconded.

Alderman Hipskind stated his support and asked Council to support the resolution.

Alderman Pezza stated she pulled item **8s. R-82-2012 – A Resolution Authorizing the Execution of a Consulting Agreement Between Ken Bartels and the City of Elmhurst, Illinois** to state she cannot support the resolution.

Roll call vote on item **8s. R-82-2012 – A Resolution Authorizing the Execution of a Consulting Agreement Between Ken Bartels and the City of Elmhurst, Illinois:**

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

Nays: Pezza, Gutenkauf, Bram

Results: 10 ayes, 3 nays, 1 absent
Motion duly carried

COMMITTEE REPORTS

9. a. REPORT – 2013-2018 REFUSE AND RECYCLING CONTRACT The following report of the Public Works & Buildings Committee was presented for passage:

December 10, 2012

TO: Acting Mayor Levin and Members of the City Council
RE: 2013-2018 Refuse and Recycling Contract

The Public Works and Buildings Committee met numerous times during the course of 2012 and most recently on December 10, 2012 to discuss the City's next contract for Refuse and Recycling Services. As the City Council is aware, the Committee approved a procedure for procuring services via a Request for Qualification to be submitted with a sealed proposal. In November of 2012, those submittals were received by the City Clerk and reviewed by the Committee to select the qualified candidates. Six vendors supplied a Statement of Qualifications and Sealed Proposals. The Committee selected four to be opened and those proposals were opened by the City Clerk. On Monday, December 10, 2012, the Committee reviewed the four proposals along with the qualifications to select the City's contractor.

The vendors selected to have their proposals opened were Allied Waste, Groot, Veolia and Waste Management. Of the four proposals received, only three submitted a proposal to provide refuse and recycling services for the entire community on a three day schedule. Veolia only supplied a proposal for a four day a week pickup adding Tuesday to the schedule. Waste Management offered a proposal with both a three day schedule and a four day schedule. Allied Waste and Groot offered only a three day schedule. The City had informed the bidders that the City was strongly desirous of keeping its refuse and recycling program the same as it is today.

The City's new contract will only feature toters with wheels. There will be a 65-gallon recycling toter and a choice of 65-gallon or 95-gallon refuse toter. The refuse and recycling industry has been moving to all toter disposal over the past decade or so. The use of toters provides for a more efficient pickup program and also reduces on the job injuries; both will help lower costs over time for refuse and recycling services for municipalities.

In reviewing the prices submitted for service, the low bidder on the three day cycle was Allied Waste. The low bidder on the four day cycle was Veolia. The Committee discussed the pros and cons of all of the submittals and of both schedules, three or four day. The main differential in the pricing was on the 95-gallon toter between Allied Waste and Veolia. On the 95-gallon toter, Allied Waste in 2013/14 had a monthly price of \$18.45. On the 95-gallon toter for the same year, Veolia had a price of \$15.98 per month, a difference of \$2.47 per month. However, on the 65-gallon toter, Allied Waste has a price of \$13.93 and Veolia has a price of \$13.98, a difference of \$.05.

In order to evaluate the bids, City staff had to make some assumptions as to the percentages of 95-gallon carts which would ultimately be selected by residents. City staff analysis was to take the prices bid over the entire duration of the five year contract and look at a sum total of cost to the community for refuse and recycling services.

In analyzing the percentages of 95-gallon and 65-gallon carts that would be used, City staff ran three scenarios for 95-gallon use, 12.5%, 20%, and 40% of residents using 95-gallon toters. Currently the City has a 40% rate of residents with a 95-gallon cart. Looking at other communities, City staff found that a similarly served community had a utilization of 95-gallon carts at a rate of about 12.5%. Both of those percentages were used to run scenarios for the five year total cost. In addition, City staff ran a scenario whereby half the people who currently have 95-gallon toters would convert to a 65-gallon toter. In that scenario, 20% of the community was estimated to have the 95-gallon toter and 80% to have the 65-gallon toter.

The 20% estimate for 95-gallon toter utilization was arrived at based on the thought that in the current program anyone who exceeds or frequently exceeds the 32-gallon can, has only one choice, and that is the 95-gallon toter. The Committee realized that of the 95-gallon toter users, some have found the 95-gallon toter to be larger than they need and will likely convert to a 65-gallon

toter. It was estimated that half of the people currently using 95-gallon toter will convert to a 65-gallon toter.

During discussions at the Committee level, it was determined that the 80-20 scenario was the most likely scenario in terms of the actual split of carts. That analysis (attached) was utilized to determine and rank the 5-year costs. Ultimately it was determined by the Committee that the three day cycle proposed by Allied Waste was the desired cycle and differential in the 95-gallon toter price was not enough to push it to a four day cycle. The Committee felt that selecting Allied Waste was in the best interest of the community for the following reasons:

- Currently the City pays \$13.93 to Allied Waste for 33-gallon can service. Allied Waste is not increasing that price despite the fact that they will now be picking up a 65-gallon toter. Consequently there will be zero economic impact to those residents who do not put out a lot of garbage.
- The price charged by Allied Waste for the 65-gallon toter is cheaper than Veolia's price in each of all five years.
- The Allied Waste price of \$18.45 per month for the 95-gallon toter is less than the current rate charged by Allied Waste for the 95-gallon toter. Currently the City pays \$19.13 for 95-gallon service. In the proposal from Allied Waste, the 95-gallon toter is \$18.45, a savings of \$.68 per month. In fact, in Allied Waste's proposal, the 2014/2015 monthly charge for 95-gallon toter service is only \$19.14, an increase of \$.01 over the 2012/2013 price.
- In order to go to a four day schedule, the City would have to move at least 25% of residents to a new day for service. This was deemed less than desirable by the Committee as it would cause additional disruption while the program will already be undergoing changes, in going from cans to all toters.
- The City's RRQ/RFP clearly asked for a detailed implementation plan. Implementation of the toter roll-out will be challenging, but with Veolia's four day schedule it would be even more challenging. Veolia did not provide a detailed implementation with their RFQ/RFP. This was a concern for the Committee.
- Allied Waste has been the City vendor for many years and has always provided quality service at a reputable price. In addition, Allied Waste has provided a very clear detailed implementation plan along with their proposal.
- Due to the City's long history with Allied Waste, Allied Waste was deemed the "lowest risk" firm in the analysis of qualifications. In addition, Allied Waste scored significantly higher than the other firms in the Committee's ranking efforts.
- Allied Waste has provided significant assistance to the City for six emergencies over the past five years, often providing services that the City is unable to acquire any other way. Their large fleet and number of employees allows Allied Waste to clear debris from City streets in an extremely timely fashion.
- The increase in cost for the 95-gallon toter is incentive for residents to try to reduce their waste stream sufficiently to allow them to utilize a 65-gallon toter and thereby encourages recycling.

While all of the contractors who supplied Statements of Qualifications and Sealed Proposals are quality firms with highly professional individuals, it was determined by the Committee that for both price and quality of work, Allied Waste was the best choice.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the proposal supplied by Allied Waste for the 2013-2018 Refuse and Recycling Services contract be approved, and that the City Attorney prepare the appropriate documents and that the appropriate City officials be authorized to sign the documents.

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

Alderman Kennedy moved to approve item **9a. Report – 2013-2018 Refuse and Recycling Contract**.
Alderman Dunn seconded.

Alderman Kennedy stated the Public Works & Buildings Committee (PW&B) met numerous times during 2012 to discuss this item. He reviewed the proposal process and discussions.

Alderman Kennedy stated after reviewing each proposal the PW&B Committee chose Allied Waste. He reviewed why the committee made its decision.

Discussion ensued regarding the proposals received and the toter size.

Voice vote to approve item **9a. Report – 2013-2018 Refuse and Recycling Contract**, unanimous.
Motion carried.

b. REPORT – WATER RATE ADJUSTMENT The following report of the Finance, Council Affairs & Administrative Services Committee was presented for passage:

December 11, 2012

To: Acting Mayor Levin and Members of the City Council
Re: Water Rate Adjustment

The Finance, Council Affairs and Administrative Services Committee met December 10, 2012, to review the water rate adjustments in the Municipal Utility Fund.

The Municipal Utility Fund (MUF) is an enterprise fund, and user fees for water are the major source of revenue for the water segment of the MUF. Therefore, water rates are reviewed annually to determine if rate adjustments are necessary. A comprehensive rate and utility billing study, conducted in 2003, established the current billing structure (uniform block) and the cash balance range goals.

As the City Council is aware, the City purchases its water supply from DuPage Water Commission (DWC) and DWC purchases its water supply from the City of Chicago. In October 2011, the City of Chicago announced its intention to increase water rates for Lake Michigan water on the first day of January of each of the next four years as follows: 25% 2012; 15% 2013; 15% 2014; and 15% 2015. DWC analyzed the impact of the rate changes on its costs and rate structure, and in November 2011, adopted water rate increases to its members for the next four calendar years, to take effect on the first day of January, as follows: 30% 2012; 20% 2013; 20% 2014 and 18% 2015. In November 2011, the Finance Committee met several times to review the impact of the DWC water rate increases. At that time, a 20% increase in the City of Elmhurst water rate was approved effective January 1, 2012, and a 15% rate increase was forecasted each year for the next three years.

Staff has reviewed the projected costs for DWC water consumption, water department operation costs and capital costs for the next five years (see Schedule A). The impact of the mandated 20% DWC water rate increase is very significant because water consumption costs are approximately 50% of the total water service expenditures (See Schedule B). Staff recommends a 12% rate adjustment from \$6.41 per thousand gallons to \$7.18 per thousand gallons, effective January 1, 2013, and forecasts a 12% rate adjustment for each of the following two years. The impact of the water rate adjustment for an average four-person household using 12,000 gallons of water per month is approximately \$9.24 per month/\$110.88 annually.

After review and discussion, the Finance Committee concurred with staff recommendation of the lower rate increase, noting specifically that the rate increases from DWC are not within the direct control of the City Council and the projected cash balances remain below the cash balance range goal for the water segment of the MUF, while also realizing the significant impact to residents and businesses of the increased water rates.

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

Municipal Code of Ordinances changing the water rate for the City of Elmhurst, effective for usage billed on or after January 1, 2013, as follows:

	Residential Rates (Per Thousand Gallons)		Commercial Rates (Per Thousand Gallons)	
	<u>New</u>	<u>Current</u>	<u>New</u>	<u>Current</u>
Water	\$7.18	\$6.41	\$10.76	\$9.61
Bi-Monthly Minimum	\$5.69	\$5.08	\$8.51	\$7.60

Respectfully submitted,
Finance, Council Affairs and
Administrative Services Committee

/s/ Stephen Hipkind

Chairman

/s/ Kevin York

Vice-Chairman

/s/ Mark Mulliner

/s/ Scott Levin

Alderman Hipkind moved to approve item **9b. Report – Water Rate Adjustment**. Alderman York seconded.

Alderman Hipkind stated by raising these rates the City will be able to keep water and sewer funds in good shape.

Alderman York stated the City of Chicago increased water rates and that impacts the City of Elmhurst.

Voice vote on item **9b. Report – Water Rate Adjustment**, unanimous. Motion carried.

REPORTS AND RECOMENDATIONS OF APPOINTED AND ELECTED OFFICIALS

10. a. COOL CITIES (City Manager Grabowski)

City Manager Grabowski reported the City is in agreement with continuing its 2007 commitment to Cool Cities. He stated Gray Smith, Water/Wastewater Manager from Public Works, will be the City's representative.

OTHER BUSINESS

11. Alderman Polomsky asked City Manager Grabowski for an update on the Elgin O'Hare Western Access.

City Manager Grabowski stated the Toll Highway Authority ("Tollway") has formed a Local Advisory Committee to provide input. He announced Mr. Paul Koch is Elmhurst's representative. Mr. Koch is a local businessman, President of the Elmhurst Chamber of Commerce, and a member of the Maywood Sportsman Club.

Alderman Pezza, point of clarification, asked when is the next meeting.

Acting Mayor Levin stated the next time the Council will meet is Monday, January 7, 2013.

ADJOURNMENT

12. Alderman Bram moved to adjourn the meeting. Alderman Gutenkauf seconded. Voice vote. Motion carried. Meeting adjourned 9:00 p.m.

Peter P. DiCianni III, Mayor

Patty Spencer, City Clerk

CITY OF ELMHURST
 ACCOUNTS PAYABLE SUMMARY SHEET
 DECEMBER 31, 2012

	<u>REGULAR</u>	<u>INTERIM</u>	<u>TOTAL</u>
<u>CHECKS</u>			
GENERAL FUND	\$817,655.67	148.20	\$817,803.87
CAPITAL IMPROVEMENT FUND	845.72	-	845.72
LIBRARY FUND	23,021.13	-	23,021.13
REDEVELOPMENT	32,180.81	-	32,180.81
RT 83 COMMERCIAL DEVELOPMENT	245.00	-	245.00
NORTH YORK REDEVELOPMENT	4,080.90	-	4,080.90
MUNICIPAL UTILITY FUND	599,272.21	3,600.00	602,872.21
PARKING REVENUE SYSTEM FUND	32,887.69	-	32,887.69
POLICE PENSION FUND	1,100.71	-	1,100.71
	<u>1,511,289.84</u>	<u>3,748.20</u>	<u>1,515,038.04</u>

FINANCE REVIEW

Marilyn K. Gaston

CITY MANAGER REVIEW

[Signature]

TO THE CITY TREASURER,

THE PAYMENT OF THE ABOVE LISTED AMOUNTS HAS BEEN APPROVED BY THE
 CITY COUNCIL AT A MEETING HELD ON JANUARY 7, 2013 AND YOU ARE HEREBY
 AUTHORIZED TO PAY THEM FROM THE APPROPRIATE BUDGET ACCOUNT.

 MAYOR

 CITY CLERK

ACCOUNTS PAYABLE INQUIRY

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

PREPARED 01/02/2013, 11:27:29
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 12/31/2012 CHECK DATE: 01/10/2013

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						
0009417 164065	00	A N S, INC 003762	01	12/31/2012	530-0088-503.50-14	WINDOW CLEANING	710.00	
						VENDOR TOTAL *	710.00	
0000009 286939 286811 286359 286440 286378 286439 286711 286569 286584 286343 286453 284952 286400 286574 286506 286647 286794	00	ACE HARDWARE 004645 004483 003713 003714 003715 003720 004484 004486 004163 003716 003717 003718 003719 003711 003712 004485 004487	01	12/31/2012	110-2008-413.40-73 110-4020-422.50-01 110-5030-421.50-01 110-5030-421.50-01 110-5030-421.50-01 110-5030-421.50-01 110-5030-421.50-01 110-5030-421.50-01 110-5030-421.50-01 110-6041-432.40-98 110-6044-435.40-98 110-6044-435.40-70 110-6044-435.40-98 110-6044-435.40-98 110-6046-418.50-01 110-6046-418.50-01 110-6046-418.50-01 110-6046-418.50-01	2-WAY SPLITTER LIGHT REPAIR LIGHTS LIGHTS DRAIN REPAIR RETURNED MERCHANDISE SUMP PUMP REPAIR VAC FILTERS DRILL BIT EXTENSION CORD FLEXIBLE CONDUIT PVC 1" ADAPTER RETURNED MERCHANDISE OUTLET WALL PLATES ZIP LOCK BAGS AED BATTERY HEATER	9.89 7.18 39.96 5.98 9.43 25.01- 12.57 19.78 8.88 37.96 17.09 1.78 28.47- 7.15 1.49 15.28 49.99	
						VENDOR TOTAL *	190.93	
0011679 21731	00	ACROSSTOWN DOOR SVC INC 003764	01	12/31/2012	110-6046-418.50-01	DOOR REPAIR	253.00	
						VENDOR TOTAL *	253.00	
0007472 105157728 105157728 9905715245	00	AIRGAS USA, LLC 005226 005226 004151	01	02/09/2012 12/11/2012 12/31/2012	110-6047-512.40-98 110-6047-512.40-98 110-6047-512.40-98	SUPPLIES SUPPLIES SUPPLIES	CHECK #: 152275 CHECK #: 160524 252.61	342.36- 342.36
						VENDOR TOTAL *	252.61	
0019010 547192 547595	00	AL PIEMONTE FORD SALES, INC 003908 003909	01	12/31/2012 12/31/2012	110-6047-512.50-16 110-6047-512.50-16	TRK/PARTS PD-29 AUTO/PARTS E-15	273.09 101.99	
						VENDOR TOTAL *	375.08	
0019211 4611	00	ALANIZ LANDSCAPE GRP 004049	01	12/31/2012	110-6043-434.30-34	LAWN MAINT	4,905.87	
						VENDOR TOTAL *	4,905.87	
0004999 DEC 2012	00	ALLIANCE PLBG & SEWER 004608	01	12/31/2012	110-4025-424.30-12	PLUMBING INSPECTIONS	2,401.70	
						VENDOR TOTAL *	2,401.70	
0016250 0000023723	00	ALLIED GARAGE DOOR INC 003771	01	12/31/2012	110-4020-422.50-01	DOOR REPAIR	222.75	

PREPARED 01/02/2013, 11:27:29
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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 P.O. NO						
0016250	00	ALLIED GARAGE DOOR INC						
0000023734		003772	01	12/31/2012	110-4020-422.50-01	DOOR REPAIR	749.94	
0000024026		004438	01	12/31/2012	110-4020-422.50-01	DOOR REPAIR	173.25	
0000024020		004437	01	12/31/2012	110-5030-421.50-01	DOOR REPAIR	148.50	
0000023526		004439	01	12/31/2012	110-5030-421.50-01	DOOR REPAIR	615.68	
VENDOR TOTAL *							1,910.12	
0000078	00	ALLIED WASTE/REPUBLIC #551						
0551-009820980		003637	01	12/31/2012	110-6045-441.30-65	WASTE DISPOSAL	2,391.84	
0551-009820776		004043	01	12/31/2012	510-6056-502.30-81	WASTE DISPOSAL	2,104.00	
VENDOR TOTAL *							4,495.84	
0005297	00	AMERICAN CHARGE SERVICE						
12/11/2012		004073	01	12/31/2012	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	397.60	
12/11/2012		004074	01	12/31/2012	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	16.80	
12/26/2012		004631	01	12/31/2012	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	180.00	
12/26/2012		004632	01	12/31/2012	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	4.80	
VENDOR TOTAL *							599.20	
0020240	00	AMERICAN WELDING & GAS INC						
02027008		003668	01	12/31/2012	110-6047-512.40-98	SUPPLIES	102.90	
VENDOR TOTAL *							102.90	
0006708	00	AMLINGS FLOWERLAND						
04203651		004021	01	12/31/2012	110-2007-413.60-23	FLOWER ARRANGEMENT	60.99	
04207224		004022	01	12/31/2012	110-2007-413.60-23	FLOWER ARRANGEMENT	60.94	
04203576		003803	01	12/31/2012	110-5030-421.60-98	FLOWER ARRANGEMENT	105.94	
04203737		003804	01	12/31/2012	110-5030-421.60-98	FLOWER ARRANGEMENT	80.94	
VENDOR TOTAL *							308.81	
0013255	00	ANDERSON ELEVATOR CO						
129199		004618	01	12/31/2012	110-4025-424.30-12	ELEVATOR ANNUAL TESTING	315.00	
128457		003756	01	12/31/2012	110-5030-421.30-25	MONTHLY MAINT FEE	121.00	
128457		003758	01	12/31/2012	110-6046-418.30-25	MONTHLY MAINT FEE	121.00	
128457		003757	01	12/31/2012	110-7060-451.50-01	MONTHLY MAINT FEE	176.00	
128457		003755	01	12/31/2012	530-0088-503.30-25	MONTHLY MAINT FEE	484.00	
VENDOR TOTAL *							1,217.00	
0000035	00	ANDERSON LOCK						
0694875		003761	01	12/31/2012	110-4020-422.50-01	KEYS	5.15	
0698163		004521	01	12/31/2012	510-6057-502.50-01	DOOR REPAIR	347.87	
0698336		004522	01	12/31/2012	530-0088-503.50-14	DOOR REPAIR	210.60	
VENDOR TOTAL *							563.62	
0006311	00	ANDERSON, JOHN/LINDA						
26909		004000	01	12/31/2012	110-0000-316.00-00	TRANSFER STAMP REFUND	1,204.50	
VENDOR TOTAL *							1,204.50	
0004935	00	ARAMARK UNIFORM SVCS						

PREPARED 01/02/2013, 11:27:29
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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
0004935	00	ARAMARK UNIFORM SVCS						
701-7889940	004103		01	12/31/2012	110-6041-432.40-62	UNIFORM SUPPLIES	19.99	
701-7898552	004106		01	12/31/2012	110-6041-432.40-62	UNIFORM SUPPLIES	19.99	
701-7898553	004110		01	12/31/2012	110-6041-432.40-62	UNIFORM SUPPLIES	94.75	
701-7889941	004113		01	12/31/2012	110-6041-432.40-62	UNIFORM SUPPLIES	94.75	
701-7907053	004467		01	12/31/2012	110-6041-432.40-62	UNIFORMS SUPPLIES	19.99	
701-7907054	004469		01	12/31/2012	110-6041-432.40-62	UNIFORMS SUPPLIES	96.37	
701-7889940	004105		01	12/31/2012	510-6052-501.40-62	UNIFORM SUPPLIES	19.99	
701-7898552	004108		01	12/31/2012	510-6052-501.40-62	UNIFORM SUPPLIES	19.99	
701-7898553	004111		01	12/31/2012	510-6052-501.40-62	UNIFORM SUPPLIES	94.75	
701-7889941	004115		01	12/31/2012	510-6052-501.40-62	UNIFORM SUPPLIES	94.75	
701-7907053	004468		01	12/31/2012	510-6052-501.40-62	UNIFORMS SUPPLIES	19.99	
701-7907054	004470		01	12/31/2012	510-6052-501.40-62	UNIFORMS SUPPLIES	96.37	
						VENDOR TOTAL *	691.68	
0012863	00	ARROWHEAD SCIENTIFIC, INC						
59938	004206		01	12/31/2012	110-5030-421.40-98	EVIDENCE SUPPLIES	87.73	
60225	004604		01	12/31/2012	110-5030-421.40-98	EVIDENCE SUPPLIES	67.00	
						VENDOR TOTAL *	154.73	
0007267	00	ASSOCIATED TECHNICAL SERVICES, LTD						
23018	003781		01	12/31/2012	510-6052-501.30-52	LEAK LOCATION SVCS	724.50	
23028	003782		01	12/31/2012	510-6052-501.30-52	LEAK LOCATION SVCS	814.00	
						VENDOR TOTAL *	1,538.50	
0020198	00	ASSOCIATION OF LICENSED ARCHITECTS						
291	003799		01	12/31/2012	110-4025-424.60-37	MEMBERSHIP	150.00	
						VENDOR TOTAL *	150.00	
0012277	00	AT&T						
63053030075410	004070		01	12/31/2012	110-0086-453.30-75	MONTHLY PHONE	67.69	
63053030075410	004071		01	12/31/2012	110-0094-454.30-75	MONTHLY PHONE	25.40	
63078266949097	003601		01	12/31/2012	110-1001-411.30-75	MONTHLY PHONE	28.82	
63053030075410	004057		01	12/31/2012	110-1001-411.30-75	MONTHLY PHONE	1,184.56	
63053030075410	004058		01	12/31/2012	110-2006-413.30-75	MONTHLY PHONE	389.21	
63053030075410	004059		01	12/31/2012	110-2007-413.30-75	MONTHLY PHONE	186.15	
63053030075410	004060		01	12/31/2012	110-2008-413.30-75	MONTHLY PHONE	1,116.87	
63029919307818	004389		01	12/31/2012	110-2008-413.30-98	MONTHLY PHONE	259.05	
63029919617851	004390		01	12/31/2012	110-2008-413.30-98	MONTHLY PHONE	259.05	
63053030075410	004061		01	12/31/2012	110-3015-414.30-75	MONTHLY PHONE	262.30	
63083200803668	003947		01	12/31/2012	110-4020-422.30-75	MONTHLY PHONE	105.91	
63053030075410	004062		01	12/31/2012	110-4020-422.30-75	MONTHLY PHONE	372.29	
63022613552388	004388		01	12/31/2012	110-4020-422.30-75	MONTHLY PHONE	366.58	
70822603773592	004395		01	12/31/2012	110-4020-422.30-75	MONTHLY PHONE	188.08	
63040705638276	004054		01	12/31/2012	110-4021-425.50-98	MONTHLY PHONE	46.50	
63083200045401	004055		01	12/31/2012	110-4021-425.30-75	MONTHLY PHONE	79.65	
84727365350170	004404		01	12/31/2012	110-4021-425.30-75	MONTHLY PHONE	288.18	
63053030075410	004069		01	12/31/2012	110-4022-423.30-75	MONTHLY PHONE	219.99	
63053030075410	004063		01	12/31/2012	110-4025-424.30-75	MONTHLY PHONE	169.22	

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63053030075410	004064		01	12/31/2012	110-5030-421.30-75	MONTHLY PHONE	2,622.96	
63053033512328	004150		01	12/31/2012	110-5030-421.30-75	MONTHLY PHONE	122.77	
63022655290673	004387		01	12/31/2012	110-5030-421.30-27	MONTHLY PHONE	255.65	
70822603942320	004392		01	12/31/2012	110-5030-421.30-75	MONTHLY PHONE	188.08	
63022603952325	004394		01	12/31/2012	110-5030-421.30-75	MONTHLY PHONE	35.96	
63053030075410	004065		01	12/31/2012	110-6040-431.30-75	MONTHLY PHONE	1,125.33	
70822613280851	004391		01	12/31/2012	110-6040-431.30-75	MONTHLY PHONE	152.48	
63029979019998	004397		01	12/31/2012	110-6040-431.30-75	MONTHLY PHONE	291.88	
63029950643667	004398		01	12/31/2012	110-6040-431.30-75	MONTHLY PHONE	183.29	
63029950633668	004399		01	12/31/2012	110-6040-431.30-75	MONTHLY PHONE	158.18	
70822611450803	004402		01	12/31/2012	110-6040-431.30-75	MONTHLY PHONE	707.11	
63083402982045	004609		01	12/31/2012	110-6040-431.30-75	MONTHLY PHONE	88.88	
630R0605979200	004403		01	12/31/2012	110-6046-418.50-01	MONTHLY PHONE	152.48	
63053030075410	004068		01	12/31/2012	110-7060-451.30-75	MONTHLY PHONE	253.83	
63053030075410	004066		01	12/31/2012	510-6050-501.30-75	MONTHLY PHONE	160.76	
70822611739932	004393		01	12/31/2012	510-6052-501.30-75	MONTHLY PHONE	194.02	
70822611450803	004401		01	12/31/2012	510-6052-501.30-75	MONTHLY PHONE	353.56	
63053030075410	004067		01	12/31/2012	510-6055-502.30-75	MONTHLY PHONE	304.60	
70822603793590	004396		01	12/31/2012	510-6055-502.30-75	MONTHLY PHONE	188.08	
70822611450803	004400		01	12/31/2012	510-6055-502.30-75	MONTHLY PHONE	353.56	
63027936943334	003602		01	12/31/2012	530-0088-503.30-75	MONTHLY PHONE	29.24	
63027939823392	003603		01	12/31/2012	530-0088-503.30-75	MONTHLY PHONE	43.30	
VENDOR TOTAL *							13,610.97	
0003704	00	AUTO TRUCK GROUP						
1110239	004171		01	12/31/2012	110-6047-512.50-16	TRK/PARTS PD-8	420.00	
1116968	004172		01	12/31/2012	110-6047-512.50-16	TRK/PARTS PD-5	420.00	
1116969	004173		01	12/31/2012	110-6047-512.50-16	TRK/PARTS PD-3	420.00	
1107606	004378		01	12/31/2012	110-6047-512.50-16	TRK/PARTS PW8,PW26,PW46	263.64	
VENDOR TOTAL *							1,523.64	
0009863	00	B & H PHOTO-VIDEO INC						
67140513	004642		01	12/31/2012	110-2008-413.40-72	LIVESTREAM VIDEO DEVICE	470.25	
VENDOR TOTAL *							470.25	
0020959	00	BAKER & ASSOCS, S B						
12/05/2012	004311		01	12/31/2012	110-0000-371.98-00	FOIA FEE REFUND	5.00	
VENDOR TOTAL *							5.00	
0007611	00	BARTNIK, ADAM						
AT12-39815	MR		01	12/31/2012	110-0000-115.07-02	BARTNIK, ADAM	500.00	
VENDOR TOTAL *							500.00	
0014328	00	BATTERIES UNLIMITED INC						
29687	003759		01	12/31/2012	110-7060-451.50-01	BATTERY	18.00	
VENDOR TOTAL *							18.00	
0012081	00	BAXTER & WOODMAN						

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0012081	00	BAXTER & WOODMAN						
0166311		004326	01	12/31/2012	510-6057-502.80-20	PROF ENG SVCS	21,279.06	
0166310		004327	01	12/31/2012	510-6057-502.80-20	PROF ENG SVCS	1,390.00	
VENDOR TOTAL *							22,669.06	
0000059	00	BERGHEGER, BRIAN-PETTY CASH						
12/05-12/21/12		004308	01	12/31/2012	110-7060-451.60-54	PETTY CASH REIMBURSEMENT	101.01	
12/05-12/21/12		004309	01	12/31/2012	110-7060-451.60-42	PETTY CASH REIMBURSEMENT	4.99	
12/05-12/21/12		004310	01	12/31/2012	110-7060-451.60-65	PETTY CASH REIMBURSEMENT	15.00	
VENDOR TOTAL *							121.00	
0000061	00	BERKHEIMER CO INC, G W						
923189		003773	01	12/31/2012	110-6046-418.50-01	HEATER INSTALL	145.72	
VENDOR TOTAL *							145.72	
0010307	00	BEST QUALITY CLEANING INC						
49503		004420	01	12/31/2012	110-6046-418.30-14	CLEANING SVCS	5,825.00	
49503		004421	01	12/31/2012	510-6057-502.30-14	CLEANING SVCS	320.00	
VENDOR TOTAL *							6,145.00	
0020958	00	BLIND SPOT						
11/13/2012		004321	01	12/31/2012	510-6057-502.50-01	BLINDS	925.00	
VENDOR TOTAL *							925.00	
0015331	00	BLISS, MARY						
12/24/2012		004406	01	12/31/2012	110-2007-413.60-23	EXPENSE REIMBURSEMENT	234.47	
VENDOR TOTAL *							234.47	
0009944	00	BRADFORD SYSTEMS CORP						
1256-1		004092	01	12/31/2012	110-5030-421.80-23	LOCKERS	38,530.00	
VENDOR TOTAL *							38,530.00	
0007199	00	BRETT EQPT CORP						
218147		004194	01	12/31/2012	110-6047-512.50-16	STOCK	103.80	
218146		004195	01	12/31/2012	110-6047-512.50-16	TRK/PARTS PW125	18.34	
VENDOR TOTAL *							122.14	
0001899	00	BRISTOL HOSE & FITTING MAIN WAREHSE						
00312543		003902	01	12/31/2012	110-6042-433.50-16	STOCK	266.76	
00312302		003903	01	12/31/2012	110-6047-512.40-53	SHOP TOOL	26.43	
00312303		003904	01	12/31/2012	110-6047-512.50-16	TRK/PARTS PW88	236.56	
00312305		003905	01	12/31/2012	110-6047-512.50-16	TRK/PARTS PW3	24.98	
00312587		003906	01	12/31/2012	110-6047-512.50-16	TRK/PARTS PW53	199.41	
00311769		003907	01	12/31/2012	110-6047-512.50-16	TRK/PARTS PW8	237.85	
00312641		004192	01	12/31/2012	110-6047-512.50-16	TRK/PARTS PW97	327.59	
00312616		004193	01	12/31/2012	110-6047-512.40-53	SHOP TOOL REPAIR	54.54	
VENDOR TOTAL *							1,374.12	
0011015	00	BULLIS LOCK						

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0011015	00	BULLIS LOCK						
0000087480		003778	01	12/31/2012	110-6046-418.50-01	PRIMUS KEY	55.50	
							VENDOR TOTAL *	55.50
0020131	00	BUMPER TO BUMPER LEE AUTO						
492-85190		004031	01	12/31/2012	110-6047-512.50-16	TRK/PARTS T2	159.00	
492-85191		004032	01	12/31/2012	110-6047-512.50-16	TRK/PARTS T2	159.00	
492-85260		004033	01	12/31/2012	110-6047-512.40-53	TOOL REPLACEMENT	46.99	
492-83645		004204	01	12/31/2012	110-6047-512.50-16	TRK/PARTS PW59	14.19	
492-86545		004433	01	12/31/2012	110-6047-512.50-16	TRK/PARTS TRK#1	41.98	
							VENDOR TOTAL *	421.16
0000084	00	BURGIN, DENNIS						
12/01-12/16/12		003939	01	12/31/2012	110-0086-453.30-52	CATV PROF SVCS	121.50	
							VENDOR TOTAL *	121.50
0009267	00	C J C AUTO PARTS & TIRES						
920121		003774	01	12/31/2012	110-4020-422.50-01	DOOR REPAIR	15.21	
922209		004026	01	12/31/2012	110-6047-512.50-16	PARTS/SUPPLIES	258.48	
921470		004027	01	12/31/2012	110-6047-512.50-16	TRK/PARTS T2	366.22	
921668		004028	01	12/31/2012	110-6047-512.50-16	TRK/PARTS T2	10.58	
922361		004029	01	12/31/2012	110-6047-512.50-16	TRK/PARTS F-12	74.37	
921803		004030	01	12/31/2012	110-6047-512.50-16	RETURNED MERCHANDISE	104.31-	
922236		004199	01	12/31/2012	110-6047-512.50-16	TRK/PARTS PD-12	50.13	
922643		004200	01	12/31/2012	110-6047-512.50-16	AUTO/PARTS E-16	21.12	
922530		004201	01	12/31/2012	110-6047-512.50-16	AUTO/PARTS E-16	152.50	
922606		004202	01	12/31/2012	110-6047-512.50-16	RETURNED MERCHANDISE	50.13-	
922647		004203	01	12/31/2012	110-6047-512.50-16	RETURNED MERCHANDISE	17.33-	
923364		004426	01	12/31/2012	110-6047-512.50-16	TRK/PARTS PW18	17.26	
922166		004427	01	12/31/2012	110-6047-512.50-16	TRK/PARTS PD-4	7.60	
923521		004428	01	12/31/2012	110-6047-512.50-16	TRK/PARTS PD-6	59.87	
923556		004429	01	12/31/2012	110-6047-512.50-16	TRK/PARTS PD-6	22.72	
923633		004430	01	12/31/2012	110-6047-512.50-16	TRK/PARTS PD-15/STOCK	51.48	
923557		004431	01	12/31/2012	110-6047-512.50-16	RETURNED MERCHANDISE	21.12-	
							VENDOR TOTAL *	914.65
0018709	00	CALDWELL, PAT - PETTY CASH						
12/06-12/20/12		004177	01	12/31/2012	110-3015-414.60-11	PETTY CASH REIMBURSEMENT	25.00	
12/06-12/20/12		004178	01	12/31/2012	110-6040-431.60-37	PETTY CASH REIMBURSEMENT	30.00	
12/06-12/20/12		004179	01	12/31/2012	110-6044-435.40-98	PETTY CASH REIMBURSEMENT	26.94	
12/06-12/20/12		004180	01	12/31/2012	110-6046-418.40-98	PETTY CASH REIMBURSEMENT	.44	
							VENDOR TOTAL *	82.38
0013334	00	CARROLL, LAWRENCE B						
12/10/2012		004020	01	12/31/2012	110-2007-413.30-52	PROFESSIONAL SVCS	525.00	
							VENDOR TOTAL *	525.00
0008716	00	CASE LOTS INC						
045124		004219	01	12/31/2012	110-6041-432.40-98	SUPPLIES	45.80	

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0008716	00	CASE LOTS INC						
045124		004220	01	12/31/2012	110-6044-435.40-98	SUPPLIES	45.80	
045124		004221	01	12/31/2012	110-6046-418.40-98	SUPPLIES	45.80	
045124		004223	01	12/31/2012	110-6047-512.40-24	SUPPLIES	137.40	
045124		004222	01	12/31/2012	510-6052-501.40-98	SUPPLIES	45.80	
045124		004224	01	12/31/2012	510-6057-502.40-24	SUPPLIES	137.40	
						VENDOR TOTAL *	458.00	
0012900	00	CASTANOLI, DOMINIC A						
26921		004612	01	12/31/2012	110-0000-316.00-00	TRANSFER STAMP REFUND	667.50	
						VENDOR TOTAL *	667.50	
0007069	00	CDW GOVERNMENT INC						
V640288		004644	01	12/31/2012	110-2008-413.40-16	SOFTWARE	1,350.00	
						VENDOR TOTAL *	1,350.00	
0020383	00	CHEM-WISE PEST MGMT						
217688		004479	01	12/31/2012	110-4020-422.50-01	PEST CONTROL	35.00	
217691		004478	01	12/31/2012	110-5030-421.30-98	PEST CONTROL	35.00	
217752		004472	01	12/31/2012	110-6046-418.50-01	PEST CONTROL	71.25	
217710		004473	01	12/31/2012	110-6046-418.50-01	PEST CONTROL	20.00	
217709		004474	01	12/31/2012	110-6046-418.50-01	PEST CONTROL	20.00	
217686		004475	01	12/31/2012	110-6046-418.50-01	PEST CONTROL	20.00	
217711		004476	01	12/31/2012	110-6046-418.50-01	PEST CONTROL	20.00	
217690		004480	01	12/31/2012	110-6046-418.50-01	PEST CONTROL	35.00	
217687		004481	01	12/31/2012	110-6046-418.50-01	PEST CONTROL	40.00	
217712		004482	01	12/31/2012	110-6046-418.50-01	PEST CONTROL	20.00	
217692		004477	01	12/31/2012	110-7060-451.50-01	PEST CONTROL	40.00	
						VENDOR TOTAL *	356.25	
0014402	00	CHICAGO PARTS & SOUND LLC						
490232		003898	01	12/31/2012	110-6047-512.50-16	TRK/PARTS PD-29	119.02	
490295		003899	01	12/31/2012	110-6047-512.50-16	RETURNED MERCHANDISE	90.94	
490294		003900	01	12/31/2012	110-6047-512.50-16	TRK/PARTS PD-29	86.04	
490716		003901	01	12/31/2012	110-6047-512.50-16	STOCK	43.98	
491701		004052	01	12/31/2012	110-6047-512.50-16	PARTS/SUPPLIES	15.21	
492379		004196	01	12/31/2012	110-6047-512.50-16	TRK/PARTS PD-12	10.02	
						VENDOR TOTAL *	183.33	
0002348	00	CISZEWSKI, ARTHUR						
12/05/2012		003792	01	12/31/2012	110-5030-421.60-05	EXPENSE REIMBURSEMENT	35.58	
						VENDOR TOTAL *	35.58	
0000630	00	CLASSIC GRAPHIC INDUSTRIES INC						
71138		004306	01	12/31/2012	110-2006-413.40-33	LETTERHEADS	497.06	
71100		004025	01	12/31/2012	510-6050-501.40-98	SHIPPING FEES	17.50	
71100		004024	01	12/31/2012	510-6055-502.40-98	SHIPPING FEES	17.50	
						VENDOR TOTAL *	532.06	
0000112	00	COCA-COLA BOTTLING CO						

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0000112	00	COCA-COLA BOTTLING CO						
0308160118		004170	01	12/31/2012	110-1001-411.60-98	VENDING MACHINE REFILL	86.40	
							VENDOR TOTAL *	86.40
0019743	00	COKEN, JAMES						
2011		004084	01	12/31/2012	110-0000-311.01-90	PROPERTY TAX REBATE	6.01	
2011		004085	01	12/31/2012	210-0000-311.01-90	PROPERTY TAX REBATE	6.62	
							VENDOR TOTAL *	12.63
0000114	00	COM ED						
2661098006		003949	01	12/31/2012	110-1001-411.60-98	MONTHLY ELECTRIC	387.00	
6983225007		003604	01	12/31/2012	110-4022-423.30-24	MONTHLY ELECTRIC	30.12	
8327608004		003605	01	12/31/2012	110-4022-423.30-24	MONTHLY ELECTRIC	29.89	
8745266002		003606	01	12/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	63.32	
6563745019		003607	01	12/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	24.33	
8577587009		003608	01	12/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	15.76	
8577601004		003609	01	12/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	15.76	
8634040009		003611	01	12/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	15.92	
6563742009		003612	01	12/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	100.86	
6563744012		003613	01	12/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	50.47	
6563743015		003614	01	12/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	34.40	
1843000001		003615	01	12/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	15.76	
1459073058		003616	01	12/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	92.50	
8256051035		003617	01	12/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	27.17	
8075341005		003618	01	12/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	24.19	
8661049027		003619	01	12/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	24.19	
0477145001		003621	01	12/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	171.23	
0323144010		003622	01	12/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	58.30	
8745412004		003610	01	12/31/2012	530-0088-503.30-24	MONTHLY ELECTRIC	63.32	
8745264008		003620	01	12/31/2012	530-0088-503.30-24	MONTHLY ELECTRIC	15.76	
							VENDOR TOTAL *	1,260.25
0014623	00	COMCAST CABLE						
877120089014144003995			01	12/31/2012	110-4020-422.60-86	INTERNET SVCS	60.95	
877120089008715003996			01	12/31/2012	110-4020-422.60-86	CABLE SVCS	175.87	
							VENDOR TOTAL *	236.82
0009478	00	COMMUNICATION REVOLVING FUND						
T1316190		004643	01	12/31/2012	110-2008-413.30-52	INTERNET T1	310.00	
T1318949		004614	01	12/31/2012	110-5030-421.30-27	LEASED CIRCUITS	877.39	
							VENDOR TOTAL *	1,187.39
0011437	00	CONSTELLATION						
0008225135		003751	01	12/31/2012	110-6041-432.30-24	MONTHLY ELECTRIC	5,430.55	
0008225135		003753	01	12/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	776.17	
0008225135		003749	01	12/31/2012	510-6051-501.30-24	MONTHLY ELECTRIC	1,255.97	
0008225135		003750	01	12/31/2012	510-6052-501.30-24	MONTHLY ELECTRIC	11,823.64	
0008225135		003748	01	12/31/2012	510-6057-502.30-24	MONTHLY ELECTRIC	31,348.74	
0008225135		003752	01	12/31/2012	530-0088-503.30-24	MONTHLY ELECTRIC	6,579.96	

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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
0011437	00	CONSTELLATION						
						VENDOR TOTAL *	57,215.03	
0007304	00	CRONIN, THOMAS						
12/05/2012		003741	01	12/31/2012	110-5030-421.60-05	EXPENSE REIMBURSEMENT	18.55	
						VENDOR TOTAL *	18.55	
0015461	00	CROSSBOW INDUSTRIAL WATER						
2095810		004317	01	12/31/2012	510-6057-502.40-25	WATER TANK EXCHANGE	172.57	
						VENDOR TOTAL *	172.57	
0014375	00	CUSTOM ELECTRICAL SYSTEMS, INC						
52732		004512	01	12/31/2012	110-6046-418.50-01	HEATER	795.00	
						VENDOR TOTAL *	795.00	
0014904	00	D'LAND CONST LLC						
1		004441	01	12/31/2012	110-6041-432.30-70	2012 SIDEWALK REPLACEMENT	35,488.80	
						VENDOR TOTAL *	35,488.80	
0006182	00	DELTA SONIC CAR WASH SYSTEMS						
7590488		003786	01	12/31/2012	110-6047-512.50-16	CAR WASHES	211.50	
						VENDOR TOTAL *	211.50	
0007540	00	DMD SERVICES						
003		004496	01	12/31/2012	530-0088-503.80-19	DEMOLITION	18,941.40	
						VENDOR TOTAL *	18,941.40	
0000152	00	DREISILKER ELECTRIC MOTORS						
1833342		004515	01	12/31/2012	110-6046-418.50-01	EXHAUST FAN REPAIR	296.33	
						VENDOR TOTAL *	296.33	
0000153	00	DU-COMM						
14785		003997	01	12/31/2012	110-4020-422.80-05	FEDERAL INFORMER	1,765.80	
						VENDOR TOTAL *	1,765.80	
0000159	00	DUPAGE COUNTY ANIMAL CARE & CONTROL						
332-18549		004208	01	12/31/2012	110-5030-421.60-01	ANIMAL CONTROL	160.00	
						VENDOR TOTAL *	160.00	
0000161	00	DUPAGE COUNTY RECORDER						
201212130486		004076	01	12/31/2012	110-1001-411.30-54	RECORDING SVCS	59.00	
201211280220		004407	01	12/31/2012	110-1001-411.30-54	RECORDING SVCS	30.00	
						VENDOR TOTAL *	89.00	
0007246	00	DUPAGE COUNTY TREASURER-IT						
0175		004217	01	12/31/2012	110-5030-421.30-27	DATA PROCESSING FEE	250.00	
						VENDOR TOTAL *	250.00	
0000164	00	DUPAGE MATERIALS CO						

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0000164	00	DUPAGE MATERIALS CO									
68635MB		003780				01	12/31/2012	110-6041-432.40-02	ASPHALT	294.47	
68656MB		004156				01	12/31/2012	110-6041-432.40-02	ASPHALT	300.50	
68648MB		004157				01	12/31/2012	110-6041-432.40-02	ASPHALT	298.49	
68662MB		004267				01	12/31/2012	110-6041-432.40-02	ASPHALT	292.96	
VENDOR TOTAL *										1,186.42	
0010489	00	DUPAGE SECURITY SOLUTIONS INC									
28075		004432				01	12/31/2012	110-6047-512.50-02	TRK/PARTS PW136	19.58	
VENDOR TOTAL *										19.58	
0000167	00	DUPAGE TOPSOIL INC									
036160		004048				01	12/31/2012	110-6043-434.40-59	TOPSOIL	570.00	
036180		004626				01	12/31/2012	110-6043-434.40-59	TOPSOIL	285.00	
VENDOR TOTAL *										855.00	
0009707	00	E J EQUIPMENT INC									
0053453		004044				01	12/31/2012	110-6047-512.50-16	FILTERS	242.04	
VENDOR TOTAL *										242.04	
0014731	00	ECS									
238034		004305				01	12/31/2012	760-0000-491.60-59	EMPLOYERS CLAIM SERVICE	1,100.71	
VENDOR TOTAL *										1,100.71	
0014621	00	ELMHURST CLAIMS ACCOUNT - CLAIM SVC									
7504366944		003582				01	12/31/2012	110-4020-422.20-07	SELF INSURED LOSS FUND	1,224.46	
7504366944		003933				01	12/31/2012	110-4020-422.20-07	SELF INSURED LOSS FUND	1,808.40	
7504366944		004298				01	12/31/2012	110-4020-422.20-07	SELF INSURED LOSS FUND	16,015.03	
7504366944		003583				01	12/31/2012	110-5030-421.20-07	SELF INSURED LOSS FUND	537.51	
7504366944		004299				01	12/31/2012	110-5030-421.20-07	SELF INSURED LOSS FUND	1,336.09	
7504366944		003584				01	12/31/2012	110-6040-431.20-07	SELF INSURED LOSS FUND	3,091.73	
7504366944		003934				01	12/31/2012	110-6040-431.20-07	SELF INSURED LOSS FUND	4,079.96	
7504366944		004300				01	12/31/2012	110-6040-431.20-07	SELF INSURED LOSS FUND	11,238.33	
7504366944		003585				01	12/31/2012	510-6050-501.20-07	SELF INSURED LOSS FUND	10,328.53	
7504366944		003935				01	12/31/2012	510-6050-501.20-07	SELF INSURED LOSS FUND	2,462.80	
7504366944		004301				01	12/31/2012	510-6050-501.20-07	SELF INSURED LOSS FUND	7,118.94	
VENDOR TOTAL *										59,241.78	
0018248	00	ELMHURST CLAIMS ACCT (NOVAPRO)									
7504366944		003586				01	12/31/2012	110-0082-416.60-02	SELF INSURED LOSS FUND	1,548.20	
7504366944		003587				01	12/31/2012	110-0082-416.60-28	SELF INSURED LOSS FUND	2,347.17	
7504366944		003936				01	12/31/2012	110-0082-416.60-02	SELF INSURED LOSS FUND	659.75	
7504366944		003937				01	12/31/2012	110-0082-416.60-28	SELF INSURED LOSS FUND	17,396.81	
VENDOR TOTAL *										18,855.53	
0000188	00	ELMHURST PARK DISTRICT									
01637		003707				01	12/31/2012	110-0000-313.03-03	MUNICIPAL TAX REIMBURSE	28.17	
01638		003708				01	12/31/2012	110-0000-313.03-03	MUNICIPAL TAX REIMBURSE	124.30	
01642		003709				01	12/31/2012	110-0000-313.03-03	MUNICIPAL TAX REIMBURSE	110.77	

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INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO						AMOUNT
0000188	00	ELMHURST PARK DISTRICT						
01643		003710	01	12/31/2012	110-0000-313.03-03	MUNICIPAL TAX REIMBURSE	121.25	
01644		004001	01	12/31/2012	110-0000-313.03-03	MUNICIPAL TAX REIMBURSE	10.24	
						VENDOR TOTAL *	394.73	
0000193	00	ELMHURST POSTMASTER-PERMIT 47						
12142012		003954	01	12/19/2012	510-6050-501.30-49	WATER/SEWER BILL MAILING	CHECK #: 160539	1,800.00
12142012		003955	01	12/19/2012	510-6055-502.30-49	WATER/SEWER BILL MAILING	CHECK #: 160539	1,800.00
						VENDOR TOTAL *	.00	3,600.00
0017744	00	ENTERSECT CORP						
43038		004088	01	12/31/2012	110-5030-421.30-98	MONTHLY SVC/NOV 2012	75.00	
						VENDOR TOTAL *	75.00	
0020067	00	EVERMORE LIFTING GEARS						
1461		003897	01	12/31/2012	110-6047-512.50-02	OSHA INSPECTION/PW17	360.00	
						VENDOR TOTAL *	360.00	
0017007	00	FACILITY SOLUTIONS GROUP						
2855845-00		003686	01	12/31/2012	110-6044-435.40-28	LUMINARIES	414.97	
2879044-00		004218	01	12/31/2012	110-6046-418.50-01	LAMPS	171.68	
						VENDOR TOTAL *	586.65	
0014261	00	FERGUSON ENTERPRISES INC						
1882373		004516	01	12/31/2012	110-5030-421.50-01	SUMP PUMP REPLACEMENT	268.95	
						VENDOR TOTAL *	268.95	
0000648	00	FILTER RENU OF ILLINOIS, INC						
85069		004225	01	12/31/2012	110-6047-512.50-16	FILTERS RENEWED	46.93	
						VENDOR TOTAL *	46.93	
0017101	00	FIRE SERVICE, INC						
6096		004377	01	12/31/2012	110-6047-512.50-16	TRK/PARTS F-7	271.68	
						VENDOR TOTAL *	271.68	
0005438	00	FLEET SAFETY SUPPLY						
56747		004376	01	12/31/2012	110-4020-422.40-98	TRK/PARTS F-12	21.30	
56715		003892	01	12/31/2012	110-6047-512.50-16	FLASHLIGHT PARTS	34.29	
						VENDOR TOTAL *	55.59	
0000220	00	FLESCH CO INC, GORDON						
IN10233856		004610	01	12/31/2012	110-2006-413.30-21	COPIER MAINT	95.00	
IN10233856		004611	01	12/31/2012	110-4020-422.30-21	COPIER MAINT	95.00	
						VENDOR TOTAL *	190.00	
0020947	00	FLEXIBLE BENEFIT SVC CORP						
12/18/2012		004002	01	12/31/2012	110-1001-411.20-04	HEALTH INS	7.33	
12/18/2012		004005	01	12/31/2012	110-2006-413.20-04	HEALTH INS	18.88	
12/18/2012		004006	01	12/31/2012	110-2007-413.20-04	HEALTH INS	5.88	

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INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
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0020947	00	FLEXIBLE BENEFIT SVC CORP						
12/18/2012		004007	01	12/31/2012	110-2008-413.20-04	HEALTH INS	6.67	
12/18/2012		004008	01	12/31/2012	110-3015-414.20-04	HEALTH INS	2.21	
12/18/2012		004009	01	12/31/2012	110-4020-422.20-04	HEALTH INS	92.52	
12/18/2012		004010	01	12/31/2012	110-4025-424.20-04	HEALTH INS	17.43	
12/18/2012		004011	01	12/31/2012	110-5030-421.20-04	HEALTH INS	150.82	
12/18/2012		004012	01	12/31/2012	110-6040-431.20-04	HEALTH INS	96.80	
12/18/2012		004013	01	12/31/2012	110-7060-451.20-04	HEALTH INS	2.93	
12/18/2012		004017	01	12/31/2012	210-8070-452.20-04	HEALTH INS	29.72	
12/18/2012		004014	01	12/31/2012	510-6050-501.20-04	HEALTH INS	35.04	
12/18/2012		004015	01	12/31/2012	510-6055-502.20-04	HEALTH INS	30.56	
12/18/2012		004016	01	12/31/2012	530-0088-503.20-04	HEALTH INS	3.21	
						VENDOR TOTAL *	500.00	
0007730	00	FLUID DYNAMICS MIDWEST						
36068		004624	01	12/31/2012	510-6057-502.50-08	CYLINDER REPLACEMENT	1,241.77	
						VENDOR TOTAL *	1,241.77	
0017446	00	FMP - FACTORY MOTOR PARTS						
50-553953		003688	01	12/31/2012	110-6047-512.50-16	PARTS/SUPPLIES	336.12	
61-177115		004434	01	12/31/2012	110-6047-512.50-16	PARTS/SUPPLIES	473.02	
						VENDOR TOTAL *	809.14	
0002222	00	FOESMAN, RICH						
12/01-12/16/12		003944	01	12/31/2012	110-0086-453.30-52	CATV PROF SVCS	243.00	
						VENDOR TOTAL *	243.00	
0019978	00	FOREST AWARDS & ENGRAVING						
76444		004451	01	12/31/2012	110-5030-421.60-98	PLAQUE	84.90	
						VENDOR TOTAL *	84.90	
0018088	00	FOUNTAIN TECHNOLOGIES, LTD						
7527		003763	01	12/31/2012	110-6046-418.50-01	FOUNTAIN MOTORS REMOVAL	160.00	
						VENDOR TOTAL *	160.00	
0013847	00	FRY'S ELECTRONICS, INC						
6186599		004096	01	12/31/2012	110-2008-413.40-73	CABLES	119.96	
						VENDOR TOTAL *	119.96	
0010732	00	FULLIFE SAFETY CENTER						
21055		004435	01	12/31/2012	110-6041-432.40-98	SUPPLIES	47.10	
21055		004436	01	12/31/2012	510-6052-501.40-98	SUPPLIES	47.10	
						VENDOR TOTAL *	94.20	
0008274	00	GALLAGHER MATERIALS, INC						
627648MB		004461	01	12/31/2012	110-6041-432.40-02	ASPHALT	2,183.76	
						VENDOR TOTAL *	2,183.76	
0009769	00	GARRON, FERNANDO						

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INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
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0009769	00	GARRON, FERNANDO						
12/01-12/16/12		003943	01	12/31/2012	110-0086-453.30-52	CATV PROF SVCS	182.00	
						VENDOR TOTAL *	182.00	
0019250	00	GEN POWER, INC						
R19370		004625	01	12/31/2012	510-6057-502.50-08	GENERATOR RENTAL	613.80	
						VENDOR TOTAL *	613.80	
0009816	00	GENERAL TRUCK PARTS						
02 397343		003895	01	12/31/2012	110-6047-512.50-02	TRK/PARTS PW8	475.00	
02 397542		003896	01	12/31/2012	110-6047-512.50-16	TRK/PARTS PW97/STOCK	105.78	
						VENDOR TOTAL *	580.78	
0018185	00	GLOBAL EMERGENCY PRODUCTS						
AG30678		004086	01	12/31/2012	110-6047-512.50-16	TRK/PARTS ENG#2	395.03	
						VENDOR TOTAL *	395.03	
0000242	00	GRAINGER						
9013594289		003676	01	12/31/2012	110-2006-413.40-33	SUPPLIES	10.90	
9024088859		004252	01	12/31/2012	110-2006-413.40-33	SUPPLIES	6.82	
9013594289		003677	01	12/31/2012	110-4020-422.40-98	SUPPLIES	10.90	
9024088859		004253	01	12/31/2012	110-4020-422.40-98	SUPPLIES	6.82	
9013594289		003678	01	12/31/2012	110-5030-421.40-98	SUPPLIES	10.90	
9024088859		004254	01	12/31/2012	110-5030-421.40-98	SUPPLIES	6.82	
9023736482		004262	01	12/31/2012	110-5030-421.40-98	SUPPLIES	89.03	
9013748877		003669	01	12/31/2012	110-6041-432.40-98	SUPPLIES	21.98	
9013594289		003679	01	12/31/2012	110-6041-432.40-98	SUPPLIES	10.90	
9024088859		004255	01	12/31/2012	110-6041-432.40-98	SUPPLIES	6.82	
9013748877		003670	01	12/31/2012	110-6043-434.40-98	SUPPLIES	21.98	
9013594289		003680	01	12/31/2012	110-6043-434.40-98	SUPPLIES	10.90	
9024088859		004256	01	12/31/2012	110-6043-434.40-98	SUPPLIES	6.82	
9013748877		003671	01	12/31/2012	110-6044-435.40-98	SUPPLIES	21.98	
9013594289		003681	01	12/31/2012	110-6044-435.40-98	SUPPLIES	10.90	
9024088859		004257	01	12/31/2012	110-6044-435.40-98	SUPPLIES	6.82	
9013748877		003672	01	12/31/2012	110-6046-418.40-98	SUPPLIES	21.99	
9013594289		003682	01	12/31/2012	110-6046-418.40-98	SUPPLIES	10.90	
9024088859		004258	01	12/31/2012	110-6046-418.40-98	SUPPLIES	6.81	
9013748877		003673	01	12/31/2012	110-6047-512.40-98	SUPPLIES	21.99	
9013594289		003683	01	12/31/2012	110-6047-512.40-98	SUPPLIES	10.90	
9024088859		004259	01	12/31/2012	110-6047-512.40-98	SUPPLIES	6.81	
9013748877		003674	01	12/31/2012	510-6052-501.40-98	SUPPLIES	21.99	
9013594289		003684	01	12/31/2012	510-6052-501.40-98	SUPPLIES	10.90	
9024088859		004260	01	12/31/2012	510-6052-501.40-98	SUPPLIES	6.81	
9018156878		004263	01	12/31/2012	510-6052-501.50-07	TRANSFER SWITCH	92.75	
9013748877		003675	01	12/31/2012	510-6057-502.40-98	SUPPLIES	21.99	
9013594289		003685	01	12/31/2012	510-6057-502.40-98	SUPPLIES	10.90	
9024088859		004261	01	12/31/2012	510-6057-502.40-98	SUPPLIES	6.81	
						VENDOR TOTAL *	512.84	
0020927	00	GREEN HORIZON, INC						

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0020927 29486	00	GREEN HORIZON, INC 004079	01	12/31/2012	110-6043-434.30-34	WALL REPAIR	11,000.00	
						VENDOR TOTAL *	11,000.00	
0011493 00393090	00	H-O-H CHEMICALS, INC 003760	01	12/31/2012	110-6046-418.50-01	BOILER WATER TEST KIT	98.18	
						VENDOR TOTAL *	98.18	
0000255 JAN 2013	00	HAHN & ASSOCS, LTD 003785	01	12/31/2012	110-5030-421.30-48	SOCIAL SVCS	4,203.04	
						VENDOR TOTAL *	4,203.04	
0000633 023A1050 023A1001	00	HARRINGTON INDUSTRIAL PLASTICS LLC 004513 004514	01	12/31/2012	110-6046-418.50-01	WATER FILTERS	36.33	
			01	12/31/2012	110-6046-418.50-01	WATER FILTERS	24.88	
						VENDOR TOTAL *	61.21	
0005494 12-565 12-609	00	HBK WATER METER SERVICE, INC 003783 004463	01	12/31/2012	510-6052-501.30-98	METER TESTING	4,787.75	
			01	12/31/2012	510-6052-501.30-98	METER TESTING	3,269.00	
						VENDOR TOTAL *	8,056.75	
0015904 5803915 5228595 5872180	00	HD SUPPLY WATERWORKS, LTD 003687 003726 003727	01	12/31/2012	510-6052-501.40-51	SERVICE LINES	148.20	
			01	12/31/2012	510-6052-501.40-07	FITTINGS/PIPE REPAIR	12.18	
			01	12/31/2012	510-6052-501.40-07	RETURNED MERCHANDISE	3.27	
						VENDOR TOTAL *	157.11	
0011839 014582 014582 014582 014582 014582 014582 014582 014582 014582 014582 014582 014582 014582 014582 014582 014582 014582 014582	00	HEALTHCARE SERVICE CORP 004121 004122 004123 004124 004125 004126 004127 004128 004129 004130 004134 004131 004132 004133	01	12/31/2012	110-1001-411.20-04	HEALTH INS	5,622.79	
			01	12/31/2012	110-2006-413.20-04	HEALTH INS	14,480.13	
			01	12/31/2012	110-2007-413.20-04	HEALTH INS	4,511.44	
			01	12/31/2012	110-2008-413.20-04	HEALTH INS	5,114.52	
			01	12/31/2012	110-3015-414.20-04	HEALTH INS	1,693.44	
			01	12/31/2012	110-4020-422.20-04	HEALTH INS	70,972.21	
			01	12/31/2012	110-4025-424.20-04	HEALTH INS	13,368.01	
			01	12/31/2012	110-5030-421.20-04	HEALTH INS	115,692.59	
			01	12/31/2012	110-6040-431.20-04	HEALTH INS	27,979.48	
			01	12/31/2012	110-7060-451.20-04	HEALTH INS	2,249.11	
			01	12/31/2012	210-8070-452.20-04	HEALTH INS	22,808.22	
			01	12/31/2012	510-6050-501.20-04	HEALTH INS	6,017.58	
			01	12/31/2012	510-6055-502.20-04	HEALTH INS	6,800.97	
			01	12/31/2012	530-0088-503.20-04	HEALTH INS	2,463.61	
						VENDOR TOTAL *	299,774.10	
0020450 78185	00	HERITAGE FS, INC 58 004442	01	12/31/2012	110-6047-512.40-19	GASOLINE	21,961.61	
						VENDOR TOTAL *	21,961.61	
0008835	00	HOBBY LOBBY STORES INC						

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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
0008835 36151809	00	HOBBY LOBBY STORES INC 003801	01	12/31/2012	110-7060-451.60-65	EDUCATION EXPENSES	40.94	
VENDOR TOTAL *							40.94	
0006864 021595/4017711 8097797 011034/4104938 029665/6011767 030493/5578268 029724/6011772 012340/3024306	00	HOME DEPOT 1919-NORTHLAKE 003736 003739 004502 003735 003737 003738 004503	01	12/31/2012	110-4020-422.50-01 110-5030-421.50-01 110-5030-421.50-01 110-6046-418.40-53 110-6046-418.40-53 110-6046-418.40-53 110-7060-451.50-01	TILE REPAIR ROOM RENOVATION WALL INSULATION SHOP TOOLS SHOP TOOL SHOP TOOL SHADES/DRILL	8.50 20.26 69.39 270.73 26.90 9.97 51.34	
VENDOR TOTAL *							457.09	
0012341 015428/0575399 007916/8025233 1170647 021087/4021542 019858/6026071 5175353 021281/4051149	00	HOME DEPOT 1982-OAKBROOK TERR 003733 004159 003734 004504 003731 003732 004621	01	12/31/2012	110-4020-422.50-01 110-6041-432.40-98 110-6044-435.40-98 110-7060-451.50-01 510-6056-502.40-31 510-6056-502.40-31 510-6057-502.50-01	HOOCS SPOUT T-SIGNAL LOOP INSTALL DISPLAY CASE REPAIR AIR COMPRESSOR RETURNED MERCHANDISE SHOVELS/BROOMS	4.72 6.62 101.20 31.75 258.32 67.45 114.44	
VENDOR TOTAL *							449.60	
0007888 5591 5592	00	HOMER TREE CARE INC 004638 004639	01	12/31/2012	110-6043-434.30-88 110-6043-434.30-22	DED TREE REMOVAL DED TREE REMOVAL	23,124.00 900.00	
VENDOR TOTAL *							24,024.00	
0016781 2091	00	HONDA HOUSE OF ELMHURST 004042	01	12/31/2012	510-6052-501.40-31	WATER PUMP	429.95	
VENDOR TOTAL *							429.95	
0000799 27594	00	HUNTER & ASSOCS, INC, F L 004019	01	12/31/2012	110-1003-412.30-52	APPLICANT LD EXAMS	1,685.00	
VENDOR TOTAL *							1,685.00	
0012892 12122012	00	I A M M A - NIU DEKALB 003953	01	12/07/2012	110-1001-411.60-11	LUNCHEON REGISTRATION	CHECK #: 160130	25.00
VENDOR TOTAL *							.00	25.00
0016905 M2012-4507	00	ICLEI 004325	01	12/31/2012	510-6050-501.60-37	MEMBERSHIP	600.00	
VENDOR TOTAL *							600.00	
0001201 RUTH-ELMHUR-13 PANICO-ELMHUR13004616 KVETON-ELMHUR13004617	00	IL ASSN OF CHIEFS OF POLICE 004615 004616 004617	01	12/31/2012	110-5030-421.60-37 110-5030-421.60-37 110-5030-421.60-37	MEMBERSHIP MEMBERSHIP MEMBERSHIP	200.00 85.00 85.00	

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INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0001201	00	IL ASSN OF CHIEFS OF POLICE						
						VENDOR TOTAL *	370.00	
0007198	00	IL DEPT OF TRANSPORTATION-SPRFLD						
105542		004636	01	12/31/2012	310-0089-461.80-24	STREETSCAPE CONSTRUCTION	24,281.54	
						VENDOR TOTAL *	24,281.54	
0008998	00	IL POLYGRAPH SOCIETY						
2013		003802	01	12/31/2012	110-5030-421.60-37	MEMBERSHIP	150.00	
						VENDOR TOTAL *	150.00	
0001005	00	IL SEC OF STATE - CONF SERV PROG,CK GRP-1						
PD-40		004075	01	12/31/2012	110-6047-512.60-55	PLATE RENEWAL	99.00	
						VENDOR TOTAL *	99.00	
0001319	00	IL SEC OF STATE - VEHICLE SVCS,CK GRP-1						
PW148T		003990	01	12/31/2012	110-6047-512.60-55	TITLE/PLATES	105.00	
						VENDOR TOTAL *	105.00	
0003391	00	IL TACTICAL OFFICERS ASSN						
4102		004602	01	12/31/2012	110-5030-421.60-11	REGISTRATION	275.00	
4104		004603	01	12/31/2012	110-5030-421.60-11	REGISTRATION	275.00	
						VENDOR TOTAL *	550.00	
0015151	00	ILEAS - IL LAW ENF ALARM SYST						
3/03-03/04/13		003806	01	12/31/2012	110-5030-421.60-11	REGISTRATION	200.00	
3/03-03/04/13		003807	01	12/31/2012	110-5030-421.60-11	REGISTRATION	200.00	
3/03-03/04/13		003808	01	12/31/2012	110-5030-421.60-11	REGISTRATION	200.00	
						VENDOR TOTAL *	600.00	
0000612	00	ILLINOIS MUNICIPAL						
12/27/2012		004386	01	12/27/2012	110-5030-421.20-01	M.RUTH SLEP EMPLOYER CONT	CHECK #: 160556	123.20
						VENDOR TOTAL *	.00	123.20
0020962	00	ILLINOIS STATE HISTORICAL SOCIETY						
3510417		004425	01	12/31/2012	110-7060-451.60-37	MEMBERSHIP	75.00	
						VENDOR TOTAL *	75.00	
0014450	00	IMPRESSIONS INTL						
31427		004307	01	12/31/2012	110-2006-413.40-98	SIGNATURE PLATE	419.00	
						VENDOR TOTAL *	419.00	
0020379	00	INDIANA SAFETY & SUPPLY CO						
218012		004053	01	12/31/2012	510-6052-501.40-98	SUPPLIES	120.15	
218482		004265	01	12/31/2012	510-6052-501.40-98	SUPPLIES	70.92	
						VENDOR TOTAL *	191.07	
0013660	00	INFOTRACK INFORMATION SERVICES, INC						
52330		004018	01	12/31/2012	110-2007-413.60-42	BACKGROUND CHECK	297.00	

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INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0013660	00	INFOTRACK INFORMATION SERVICES, INC						
						VENDOR TOTAL *	297.00	
0006347	00	INLAND COMMERCIAL PROPERTY MGT INC						
002-2062865	004302		01	12/31/2012	530-0088-503.50-15	MONTHLY MAINT CONTRACT	1,150.00	
						VENDOR TOTAL *	1,150.00	
0010731	00	INTERSTATE BATTERY SYSTEM OF						
1913301000785	003993		01	12/31/2012	110-4020-422.40-41	BATTERIES	317.94	
130059716	004035		01	12/31/2012	110-4020-422.40-98	SUPPLIES	9.00	
130059716	004034		01	12/31/2012	110-5030-421.40-98	SUPPLIES	72.00	
130059716	004036		01	12/31/2012	110-6041-432.40-98	SUPPLIES	1.80	
130059716	004037		01	12/31/2012	110-6043-434.40-98	SUPPLIES	1.80	
130059716	004038		01	12/31/2012	110-6044-435.40-98	SUPPLIES	1.80	
130059716	004039		01	12/31/2012	110-6046-418.40-98	SUPPLIES	1.80	
140025309	004041		01	12/31/2012	110-6047-512.50-16	BATTERIES	71.80	
130059716	004040		01	12/31/2012	510-6052-501.40-98	SUPPLIES	1.80	
						VENDOR TOTAL *	479.74	
0009823	00	INTL CODE COUNCIL-ACCTS RECEIVABLE						
INV0228378	003999		01	12/31/2012	110-4025-424.40-12	2012 IRC TAB SOFT	30.00	
						VENDOR TOTAL *	30.00	
0020935	00	IRVINGS AUTO CARE,CK GRP-1						
12/14/2012	004169		01	12/31/2012	110-5030-421.60-27	REPLACE TIRES/12-042707	805.00	
						VENDOR TOTAL *	805.00	
0020935	00	IRVINGS AUTO CARE,CK GRP-2						
12/17/2012	004216		01	12/31/2012	110-5030-421.60-27	TIRES REPLACE/12-042710	808.00	
						VENDOR TOTAL *	808.00	
0000344	00	JC LICHT - NETWORK PLACE						
1203-10519711	004518		01	12/31/2012	110-5030-421.50-01	PAINT	9.99	
1203-10517627	003775		01	12/31/2012	110-6046-418.50-01	PAINT	6.99	
1203-10510010	003776		01	12/31/2012	110-6046-418.50-01	PAINT	107.62	
1203-10510050	003777		01	12/31/2012	110-6046-418.50-01	RETURNED MERCHANDISE	20.99	
1203-10526248	004517		01	12/31/2012	110-6046-418.50-01	PAINT	18.99	
						VENDOR TOTAL *	122.60	
0000976	00	JIM'S TOWING,CK GRP-1						
99594	004210		01	12/31/2012	110-5030-421.60-27	TOWING SVC/CASE#12-042981	350.00	
						VENDOR TOTAL *	350.00	
0000976	00	JIM'S TOWING,CK GRP-2						
99517	004211		01	12/31/2012	110-5030-421.60-27	TOWING SVC/CASE#12-041057	350.00	
						VENDOR TOTAL *	350.00	
0000976	00	JIM'S TOWING,CK GRP-3						
99427	004212		01	12/31/2012	110-5030-421.60-27	TOWING SVC/CASE#12-040778	350.00	

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INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO						AMOUNT
0000976	00	JIM'S TOWING,CK GRP-3						
						VENDOR TOTAL *	350.00	
0000976	00	JIM'S TOWING,CK GRP-4						
99678		004213	01	12/31/2012	110-5030-421.60-27	TOWING SVC/CASE#12-044066	350.00	
						VENDOR TOTAL *	350.00	
0000976	00	JIM'S TOWING,CK GRP-5						
99679		004214	01	12/31/2012	110-5030-421.60-27	TOWING SVC/CASE#12-044118	350.00	
						VENDOR TOTAL *	350.00	
0000976	00	JIM'S TOWING,CK GRP-6						
99446		004215	01	12/31/2012	110-5030-421.60-27	TOWING SVC/CASE#12-044559	350.00	
						VENDOR TOTAL *	350.00	
0014647	00	KACZAROWSKI, BRETT						
12/17/2012		004248	01	12/31/2012	110-5030-421.40-31	EXPENSE REIMBURSEMENT	131.66	
12/17/2012		004249	01	12/31/2012	110-5030-421.40-11	EXPENSE REIMBURSEMENT	68.47	
12/17/2012		004250	01	12/31/2012	110-5030-421.40-11	EXPENSE REIMBURSEMENT	107.92	
						VENDOR TOTAL *	308.05	
0000314	00	KALE UNIFORMS						
814833		003742	01	12/31/2012	110-5030-421.40-11	UNIFORM SUPPLIES	13.95	
814832		003743	01	12/31/2012	110-5030-421.40-11	UNIFORM SUPPLIES	117.89	
814794		003744	01	12/31/2012	110-5030-421.40-11	UNIFORM SUPPLIES	76.00	
814791		003745	01	12/31/2012	110-5030-421.40-11	UNIFORM SUPPLIES	117.89	
814789		003746	01	12/31/2012	110-5030-421.40-11	UNIFORM SUPPLIES	76.00	
815228		003747	01	12/31/2012	110-5030-421.40-11	UNIFORM SUPPLIES	76.00	
814030		004093	01	12/31/2012	110-5030-421.40-11	UNIFORM SUPPLIES	113.00	
80430		004094	01	12/31/2012	110-5030-421.40-11	RETURNED MERCHANDISE	113.00	
816520		004207	01	12/31/2012	110-5030-421.40-11	UNIFORM SUPPLIES	91.95	
816099		004241	01	12/31/2012	110-5030-421.40-11	UNIFORM SUPPLIES	487.50	
816098		004242	01	12/31/2012	110-5030-421.40-11	UNIFORM SUPPLIES	390.00	
817998		004455	01	12/31/2012	110-5030-421.40-11	UNIFORM SUPPLIES	61.50	
						VENDOR TOTAL *	1,508.68	
0019654	00	KANE, MCKENNA & ASSOCIATES INC						
11404		003798	01	12/31/2012	110-3015-414.30-52	PROFESSIONAL SVCS	475.00	
						VENDOR TOTAL *	475.00	
0000676	00	KAZARIAN, DENNIS						
12/04/2012		004445	01	12/31/2012	110-5030-421.60-05	EXPENSE REIMBURSEMENT	28.86	
12/04/2012		004446	01	12/31/2012	110-5030-421.60-11	EXPENSE REIMBURSEMENT	9.49	
						VENDOR TOTAL *	38.35	
0017489	00	KEFALOUKOS, ALEX						
12/05-12/06/12		003793	01	12/31/2012	110-5030-421.60-05	EXPENSE REIMBURSEMENT	88.92	
12/05-12/06/12		003794	01	12/31/2012	110-5030-421.60-11	EXPENSE REIMBURSEMENT	8.85	
12/11/2012		004089	01	12/31/2012	110-5030-421.60-05	EXPENSE REIMBURSEMENT	10.55	

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NO		NO NO						AMOUNT
0017489	00	KEFALOUKOS, ALEX		01 12/31/2012	110-5030-421.60-11	EXPENSE REIMBURSEMENT	7.57	
12/11/2012		004090						
							VENDOR TOTAL *	115.89
0006943	00	KIESLER'S POLICE SUPPLY, INC		01 12/31/2012	110-5030-421.40-01	AMMUNITION	576.12	
0691491A		004243						
							VENDOR TOTAL *	576.12
0015276	00	KING, DAVID & ASSOCS, INC		01 12/31/2012	110-6046-418.60-69	PROPERTY MANAGEMENT SVCS	1,000.00	
4204		004046						
4205		004047		01 12/31/2012	330-0095-465.30-52	PROFESSIONAL SVCS	1,000.00	
							VENDOR TOTAL *	2,000.00
0015660	00	KINGS POINT TRUCK LANE, INC		01 12/31/2012	110-6047-512.50-02	SAFETY TEST/PW17,PW51,PW	112.00	
28998		003893						
29043		003894		01 12/31/2012	110-6047-512.50-02	SAFETY TEST/PW6	25.00	
28765		004191		01 12/31/2012	110-6047-512.50-02	SAFETY TEST/PW88,PW39,PW	112.00	
29139		004374		01 12/31/2012	110-6047-512.50-02	SAFETY TEST/PW33	25.00	
29148		004375		01 12/31/2012	110-6047-512.50-02	SAFETY TEST/PW49	25.00	
							VENDOR TOTAL *	299.00
0013270	00	KNEBEL, JEFFREY		01 12/31/2012	110-5030-421.60-05	EXPENSE REIMBURSEMENT	19.98	
12/03/2012		003790						
12/03/2012		003791		01 12/31/2012	110-5030-421.60-11	EXPENSE REIMBURSEMENT	10.00	
							VENDOR TOTAL *	29.98
0003629	00	KONICA MINOLTA BUSINESS SOLUTIONS		01 12/31/2012	110-1001-411.30-21	COPIER MAINT	726.66	
223071623		004144						
223071623		004146		01 12/31/2012	110-2006-413.30-21	COPIER MAINT	351.61	
223071623		004145		01 12/31/2012	110-2007-413.30-21	COPIER MAINT	726.65	
223071623		004142		01 12/31/2012	110-3015-414.30-21	COPIER MAINT	234.41	
223071623		004136		01 12/31/2012	110-4020-422.30-21	COPIER MAINT	93.76	
223071623		004143		01 12/31/2012	110-4025-424.30-21	COPIER MAINT	234.40	
223071623		004135		01 12/31/2012	110-5030-421.30-21	COPIER MAINT	140.64	
223071623		004137		01 12/31/2012	110-5030-421.30-21	COPIER MAINT	140.64	
223071623		004148		01 12/31/2012	110-5030-421.30-21	COPIER MAINT	609.45	
223071623		004149		01 12/31/2012	110-5030-421.30-21	COPIER MAINT	656.35	
223071623		004140		01 12/31/2012	110-6040-431.30-21	COPIER MAINT	117.21	
223071623		004147		01 12/31/2012	110-6040-431.30-21	COPIER MAINT	351.61	
223071623		004139		01 12/31/2012	110-7060-451.30-21	COPIER MAINT	93.76	
223071623		004141		01 12/31/2012	510-6050-501.30-21	COPIER MAINT	117.20	
223071623		004138		01 12/31/2012	510-6055-502.30-21	COPIER MAINT	93.76	
							VENDOR TOTAL *	4,688.11
0016004	00	KRANSBERGER, CHRIS		01 12/31/2012	110-4025-424.60-37	EXPENSE REIMBURSEMENT	110.00	
12/13/2012		003800						
							VENDOR TOTAL *	110.00
0012568	00	KRUEGER, JASON						

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NO	NO	NO						AMOUNT
0012568	00	KRUEGER, JASON						
12/11-12/13/12	004447		01	12/31/2012	110-5030-421.60-05	EXPENSE REIMBURSEMENT	21.32	
12/11-12/13/12	004448		01	12/31/2012	110-5030-421.60-11	EXPENSE REIMBURSEMENT	24.60	
						VENDOR TOTAL *	45.92	
0010360	00	KUSSMAUL ELECTRONICS CO INC						
71363	004190		01	12/31/2012	110-6047-512.50-02	TRK/PARTS F-16	90.05	
71757	004368		01	12/31/2012	110-6047-512.50-02	TRK/PARTS T2	37.91	
						VENDOR TOTAL *	127.96	
0014760	00	L I F E TRAINING PROGRAMS, INC						
12-024	004209		01	12/31/2012	110-5030-421.60-75	TRAINING PACKETS	825.00	
						VENDOR TOTAL *	825.00	
0020900	00	LAMONT AUTO SALES & SVC						
INV-1212	003891		01	12/31/2012	110-6043-434.80-07	RAMP DOOR	275.00	
						VENDOR TOTAL *	275.00	
0002524	00	LAW BULLETIN						
1630460	004087		01	12/31/2012	110-5030-421.30-98	COURT DOCKETS	30.00	
						VENDOR TOTAL *	30.00	
0013313	00	LEACH ENTERPRISES, INC						
945149	004160		01	12/31/2012	110-6047-512.50-16	FILTERS	72.64	
945264	004161		01	12/31/2012	110-6047-512.50-16	STOCK	156.77	
945338	004269		01	12/31/2012	110-6047-512.50-16	FILTERS	22.26	
945345	004270		01	12/31/2012	110-6047-512.50-16	FILTER	9.27	
945428	004347		01	12/31/2012	110-6047-512.50-16	TRK/PARTS TRK#2	96.86	
						VENDOR TOTAL *	357.80	
0006622	00	LEN'S ACE HARDWARE						
216084/1	004197		01	12/31/2012	110-6042-433.50-16	TRK/PARTS PW199	8.16	
						VENDOR TOTAL *	8.16	
0012723	00	LEXISNEXIS						
152580520121130003728			01	12/31/2012	110-5030-421.30-98	OFFENDER INFORMATION	85.35	
103874020121130003730			01	12/31/2012	110-5030-421.30-98	MONTHLY SVC	557.23	
152580520121130003729			01	12/31/2012	530-0088-503.30-09	OFFENDER INFORMATION	28.46	
						VENDOR TOTAL *	671.04	
0017643	00	LIGHT BULB DEPOT						
21484232	004266		01	12/31/2012	110-6044-435.40-26	LAMPS	246.75	
						VENDOR TOTAL *	246.75	
0000509	00	LILJEBERG, GLEN R.						
12/01-12/16/12	003945		01	12/31/2012	110-0086-453.30-52	CATV PROF SVCS	256.25	
						VENDOR TOTAL *	256.25	
0016879	00	LINE-X OF BARTLETT						

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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
0007176	00	MCCANN INDUSTRIES INC						
07153774	004186		01	12/31/2012	110-6047-512.50-16	TRK/PARTS PW166	215.10	
07153977	004187		01	12/31/2012	110-6047-512.50-16	TRK/PARTS PW166	19.90	
07154276	004264		01	12/31/2012	110-6047-512.50-16	FILTERS	166.08	
07154068	004346		01	12/31/2012	110-6047-512.50-16	TRK/PARTS PW166	285.16	
VENDOR TOTAL *							801.76	
0004929	00	MCDONALD'S #1460						
12-44656	004168		01	12/31/2012	110-5030-421.60-24	PRISONER MEAL	4.78	
12-45996	004456		01	12/31/2012	110-5030-421.60-24	PRISONER MEAL	4.79	
VENDOR TOTAL *							9.57	
0001049	00	MCI						
08611797999	003697		01	12/31/2012	110-1001-411.30-75	MONTHLY PHONE	101.99	
08611797999	003698		01	12/31/2012	110-2006-413.30-75	MONTHLY PHONE	36.11	
08611797999	003705		01	12/31/2012	110-2007-413.30-75	MONTHLY PHONE	2.63	
08611797999	003706		01	12/31/2012	110-2008-413.30-75	MONTHLY PHONE	4.93	
08611797999	003699		01	12/31/2012	110-3015-414.30-75	MONTHLY PHONE	7.86	
08611797999	003700		01	12/31/2012	110-4020-422.30-75	MONTHLY PHONE	13.30	
08611797999	003701		01	12/31/2012	110-5030-421.30-75	MONTHLY PHONE	67.76	
08611797999	003702		01	12/31/2012	110-6040-431.30-75	MONTHLY PHONE	32.75	
08611797999	003703		01	12/31/2012	110-7060-451.30-75	MONTHLY PHONE	35.60	
08611797999	003704		01	12/31/2012	510-6055-502.30-75	MONTHLY PHONE	1.98	
VENDOR TOTAL *							304.91	
0002941	00	MCMaster-CARR SUPPLY CO-A/P ADDRESS						
42019341	003873		01	12/31/2012	110-6042-433.50-16	SNOW TRK PARTS	353.98	
41937092	003765		01	12/31/2012	110-6046-418.50-01	DOOR REPAIR/SCREWS	17.70	
41601051	003766		01	12/31/2012	110-6046-418.50-01	V-BELT	12.86	
41255537	003767		01	12/31/2012	110-6046-418.50-01	ELECTRICAL CONNECTORS	38.01	
41426529	003768		01	12/31/2012	110-6046-418.50-01	SOAP DISPENSER REPAIR	50.80	
41516268	003769		01	12/31/2012	110-6046-418.50-01	V-BELT	10.33	
41528583	003770		01	12/31/2012	110-6046-418.50-01	RETURNED MERCHANDISE	10.33	
42900183	004525		01	12/31/2012	110-6046-418.50-01	HEATER REPAIR	39.70	
42811606	004526		01	12/31/2012	110-6046-418.50-01	DOOR STOPS	72.15	
42021855	004527		01	12/31/2012	110-6046-418.40-98	DOOR CLOSERS REPAIR	4.49	
42200553	003874		01	12/31/2012	110-6047-512.40-53	SHOP TOOL	208.34	
42128437	003875		01	12/31/2012	110-6047-512.40-53	RETURNED MERCHANDISE	208.34	
42116284	004314		01	12/31/2012	510-6052-501.50-18	IRRIGATION CABLE	41.32	
40983654	004312		01	12/31/2012	510-6057-502.50-01	DRILL BITS	73.91	
42531851	004313		01	12/31/2012	510-6057-502.40-98	TANK REPAIR	80.83	
42116285	004315		01	12/31/2012	510-6057-502.50-01	TAPE CARTRIDGE	58.69	
42272624	004316		01	12/31/2012	510-6057-502.50-08	HVAC REPAIR	79.41	
42975785	004619		01	12/31/2012	510-6057-502.50-08	CONTACT TANK SLIP TUBE	650.47	
42899593	004620		01	12/31/2012	510-6057-502.50-01	FLOOR SQUEEGEE	169.76	
VENDOR TOTAL *							1,744.08	
0017725	00	MEGGITT TRAINING SYSTEM						
INV-0057070	003789		01	12/31/2012	110-5030-421.50-01	RANGE MAINT	716.20	

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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0017725	00	MEGGITT TRAINING SYSTEM						
						VENDOR TOTAL *	716.20	
0000366	00	MEL'S ACE HARDWARE						
421238/4		004497	01	12/31/2012	110-4020-422.50-01	TAPE	1.16	
420687/4		004162	01	12/31/2012	110-6041-432.40-98	STAPLES	37.75	
421107/4		003724	01	12/31/2012	110-6046-418.50-01	DOOR REPAIR	2.88	
421214/4		004498	01	12/31/2012	110-6046-418.50-01	LIGHT INSTALL	3.40	
421190/4		004501	01	12/31/2012	110-6046-418.50-01	CLEANING SUPPLIES	15.27	
420279/4		003889	01	12/31/2012	110-6047-512.50-16	TRK/PARTS PW53/STOCK	32.28	
421160/4		003890	01	12/31/2012	110-6047-512.50-16	TRK/PARTS TRK2/STOCK	34.41	
421295/4		004499	01	12/31/2012	110-7060-451.50-01	DISPLAY CASE REPAIR	6.74	
421311/4		004500	01	12/31/2012	110-7060-451.50-01	PAINT	30.57	
421161/4		003723	01	12/31/2012	510-6052-501.40-98	B-BOX REPAIR	13.48	
421239/4		004319	01	12/31/2012	510-6052-501.50-18	PEST CONTROL	23.39	
421176/4		004320	01	12/31/2012	510-6052-501.50-18	PEST CONTROL	25.19	
421237/4		004318	01	12/31/2012	510-6057-502.50-01	TANK REPAIR	26.44	
421289/4		004622	01	12/31/2012	510-6057-502.50-01	CLARIFIER LIGHTS	90.80	
421163/4		004623	01	12/31/2012	510-6057-502.50-01	UNIT HEATERS	4.28	
						VENDOR TOTAL *	348.04	
0000368	00	METRO PARAMEDIC SERVICES, INC						
278-001767		004630	01	12/31/2012	110-0084-442.30-01	AMBULANCE SVC/JAN 2013	10,799.33	
						VENDOR TOTAL *	10,799.33	
0020912	00	METROBANK						
16592		003797	01	12/31/2012	110-5030-421.60-50	SUBPOENA	29.00	
						VENDOR TOTAL *	29.00	
0001061	00	METROPOLITAN FIRE CHIEFS ASSN						
2013		003992	01	12/31/2012	110-4020-422.60-37	MEMBERSHIP	80.00	
						VENDOR TOTAL *	80.00	
0009371	00	MICRO CENTER A/R						
2983090		004097	01	12/31/2012	110-2008-413.40-72	HARD DRIVES	199.98	
2980118		004100	01	12/31/2012	110-2008-413.40-72	HARD DRIVES	169.98	
						VENDOR TOTAL *	369.96	
0020523	00	MID-TOWN PETROLEUM (2069)						
0733439-IN		004343	01	12/31/2012	110-6047-512.40-34	OIL	362.95	
0733449-IN		004344	01	12/31/2012	110-6047-512.40-34	OIL	426.40	
0733437-IN		004345	01	12/31/2012	110-6047-512.40-34	OIL	387.95	
						VENDOR TOTAL *	1,177.30	
0017125	00	MIDWEST OPERATING ENGRS BENEFITS						
FEB 2013		004492	01	12/31/2012	110-6040-431.20-04	HEALTH INS	47,240.00	
FEB 2013		004495	01	12/31/2012	110-6040-431.20-04	CREDIT	640.00	
FEB 2013		004494	01	12/31/2012	510-6050-501.20-04	HEALTH INS	22,340.00	
FEB 2013		004493	01	12/31/2012	510-6055-502.20-04	HEALTH INS	17,420.00	

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INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
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0017125	00	MIDWEST OPERATING ENGRS BENEFITS						
						VENDOR TOTAL *	86,360.00	
0016423	00	MLRP 388 CAROL LLC						
007638		004303	01	12/31/2012	110-7060-451.60-47	MONTHLY RENT/JAN 2013	3,425.92	
						VENDOR TOTAL *	3,425.92	
0000378	00	MOTOROLA - COLLECTION CTR DR						
91162456		004640	01	12/31/2012	110-2008-413.40-16	SOFTWARE	251.75	
91162456		004641	01	12/31/2012	110-2008-413.40-72	CABLE	48.45	
91153284		004339	01	12/31/2012	110-6047-512.50-16	BATTERIES	132.48	
						VENDOR TOTAL *	432.68	
0018069	00	MUNICIPAL CODE CORP						
00224669		003982	01	12/31/2012	110-1001-411.30-54	CODIFICATION	1,254.21	
						VENDOR TOTAL *	1,254.21	
0017631	00	MUTUAL AID BOX ALARM SYSTEM						
T20000907		003994	01	12/31/2012	110-4020-422.60-37	CREDENTIALING CARD	5.00	
						VENDOR TOTAL *	5.00	
0000383	00	NAFISCO, INC						
111676		004164	01	12/31/2012	110-6041-432.30-06	BARRICADE RENTAL	228.00	
111680		003725	01	12/31/2012	510-6052-501.30-06	BARRICADE RENTAL	218.40	
						VENDOR TOTAL *	446.40	
0019131	00	NATIONAL IGNITION						
33687		004198	01	12/31/2012	110-6047-512.50-02	TRK/PARTS PW116	228.00	
						VENDOR TOTAL *	228.00	
0001297	00	NATIONAL POWER RODDING CORP						
43372		004181	01	12/31/2012	510-6056-502.30-39	SEWER CLEANING/TELEVISION	14,971.25	
						VENDOR TOTAL *	14,971.25	
0002126	00	NATIONAL SAFETY COUNCIL						
INV-1101906		003740	01	12/31/2012	110-5030-421.60-37	MEMBERSHIP	220.00	
						VENDOR TOTAL *	220.00	
0000394	00	NEENAH FOUNDRY CO						
767613		004165	01	12/31/2012	110-6041-432.40-08	INLET GRATE	211.00	
767851		004166	01	12/31/2012	110-6041-432.40-08	INLET GRATE	292.00	
767697		004167	01	12/31/2012	110-6041-432.40-08	INLET GRATE	246.00	
						VENDOR TOTAL *	749.00	
0012229	00	NEWARK/ELEMENT14						
23039799		003888	01	12/31/2012	110-5030-421.40-98	TRK/PARTS PD-3	22.46	
						VENDOR TOTAL *	22.46	
0009496	00	NEXTEL COMMUNICATIONS						

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NO	NO	NO						AMOUNT
0009496	00	NEXTEL COMMUNICATIONS						
162511511-130	004174		01	12/31/2012	110-6040-431.30-75	MONTHLY MOBILE BILL	67.99	
162511511-130	004175		01	12/31/2012	510-6050-501.30-75	MONTHLY MOBILE BILL	21.76	
162511511-130	004176		01	12/31/2012	510-6055-502.30-75	MONTHLY MOBILE BILL	46.23	
VENDOR TOTAL *							135.98	
0005845	00	NICOR GAS						
26-13-75-0650	2003626		01	12/31/2012	110-4020-422.30-29	MONTHLY GAS	95.12	
54-23-78-0000	5003628		01	12/31/2012	110-4020-422.30-29	MONTHLY GAS	435.54	
5209073557	3 003948		01	12/31/2012	110-4020-422.30-29	MONTHLY GAS	603.30	
1200340000	4 003632		01	12/31/2012	110-5030-421.30-29	MONTHLY GAS	960.18	
02-25-68-0000	0003627		01	12/31/2012	110-6046-418.30-29	MONTHLY GAS	315.78	
7816640000	8 003630		01	12/31/2012	110-6046-418.30-29	MONTHLY GAS	4,294.78	
1428340000	1 003631		01	12/31/2012	110-6046-418.30-29	MONTHLY GAS	772.63	
1545680000	0 003633		01	12/31/2012	110-6046-418.30-29	MONTHLY GAS	348.71	
39-23-24-0000	0003623		01	12/31/2012	110-7060-451.30-29	MONTHLY GAS	83.12	
43-64-24-0000	6003624		01	12/31/2012	510-6056-502.30-29	MONTHLY GAS	161.61	
52-71-78-0000	8003625		01	12/31/2012	510-6056-502.30-29	MONTHLY GAS	32.63	
99-81-68-0000	9003629		01	12/31/2012	510-6056-502.30-29	MONTHLY GAS	10.22	
2403240000	4 003634		01	12/31/2012	510-6056-502.30-29	MONTHLY GAS	147.83	
VENDOR TOTAL *							8,261.45	
0007916	00	NIPSTA						
10122	004605		01	12/31/2012	110-5030-421.60-11	TRAINING CLASS	495.00	
VENDOR TOTAL *							495.00	
0019408	00	NOLAN, JAMES						
2011	004081		01	12/31/2012	110-0000-311.01-90	PROPERTY TAX REBATE	29.48	
2011	004082		01	12/31/2012	110-0000-311.01-90	PROPERTY TAX REBATE	6.04	
2011	004083		01	12/31/2012	210-0000-311.01-90	PROPERTY TAX REBATE	30.32	
VENDOR TOTAL *							65.84	
0000401	00	NORTH EAST MULTI-REGIONAL TRAINING						
163642	004091		01	12/31/2012	110-5030-421.60-11	TRAINING CLASS	200.00	
163757	004457		01	12/31/2012	110-5030-421.60-11	TRAINING CLASS	50.00	
163702	004458		01	12/31/2012	110-5030-421.60-11	TRAINING CLASS	600.00	
VENDOR TOTAL *							850.00	
0016141	00	NPELRA - OCEANSIDE						
JOHNSON 27849	004023		01	12/31/2012	110-2007-413.60-37	MEMBERSHIP	190.00	
VENDOR TOTAL *							190.00	
0007030	00	O'CONNOR, JAMES G						
12/03/2012	003795		01	12/31/2012	110-5030-421.60-05	EXPENSE REIMBURSEMENT	19.98	
12/03/2012	003796		01	12/31/2012	110-5030-421.60-11	EXPENSE REIMBURSEMENT	9.82	
VENDOR TOTAL *							29.80	
0002228	00	O'HERRON CO INC, RAY - LOMBARD						
0063884-IN	004239		01	12/31/2012	110-5030-421.40-11	UNIFORM SUPPLIES	90.90	

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INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO						AMOUNT
0002228	00	O'HERRON CO INC, RAY - LOMBARD						
0063937-IN		004240	01	12/31/2012	110-5030-421.40-31	BATTERY	339.50	
							VENDOR TOTAL *	430.40
0008640	00	OFFICE DEPOT						
634428227001		003640	01	12/31/2012	110-1001-411.40-33	SUPPLIES	9.27	
632989223001		003644	01	12/31/2012	110-1001-411.40-33	SUPPLIES	33.83	
633410969001		003645	01	12/31/2012	110-1001-411.40-33	RETURNED MERCHANDISE	33.83-	
634607263001		003638	01	12/31/2012	110-2006-413.40-33	SUPPLIES	394.24	
634428227001		003639	01	12/31/2012	110-2006-413.40-33	SUPPLIES	27.88	
634428227001		003641	01	12/31/2012	110-2006-413.40-33	SUPPLIES	50.57	
632988621001		003642	01	12/31/2012	110-2006-413.40-33	SUPPLIES	29.77	
632989222001		003643	01	12/31/2012	110-2006-413.40-33	SUPPLIES	4.98	
632988621001		003646	01	12/31/2012	110-2006-413.40-33	SUPPLIES	12.78	
637575577001		004597	01	12/31/2012	110-2006-413.40-33	SUPPLIES	44.10	
637575577001		004599	01	12/31/2012	110-2006-413.40-33	SUPPLIES	17.19	
635739116001		004600	01	12/31/2012	110-2006-413.40-33	SUPPLIES	10.36	
635738939001		004601	01	12/31/2012	110-2006-413.40-33	SUPPLIES	85.51	
637575577001		004598	01	12/31/2012	110-4025-424.40-33	SUPPLIES	15.76	
							VENDOR TOTAL *	702.41
0004957	00	PANICO, DOMINIC - PETTY CASH						
11/09-12/24/12		004452	01	12/31/2012	110-5030-421.60-11	PETTY CASH REIMBURSEMENT	70.00	
11/09-12/24/12		004453	01	12/31/2012	110-5030-421.60-08	PETTY CASH REIMBURSEMENT	35.62	
11/09-12/24/12		004454	01	12/31/2012	110-5030-421.60-50	PETTY CASH REIMBURSEMENT	5.00	
							VENDOR TOTAL *	110.62
0008717	00	PAT KEAN'S FRIENDLY FORD						
174458		004338	01	12/31/2012	110-6047-512.50-16	TRK/PARTS F-10	113.24	
							VENDOR TOTAL *	113.24
0014509	00	PATTERSON MEDICAL SUPPLY INC						
41609455		003647	01	12/31/2012	110-2006-413.40-33	SUPPLIES	17.05	
41609455		003648	01	12/31/2012	110-5030-421.40-98	SUPPLIES	17.05	
41609455		003649	01	12/31/2012	110-6041-432.40-98	SUPPLIES	17.05	
41609455		003650	01	12/31/2012	110-6043-434.40-98	SUPPLIES	17.05	
41609455		003651	01	12/31/2012	110-6044-435.40-98	SUPPLIES	17.05	
41609455		003652	01	12/31/2012	110-6046-418.40-98	SUPPLIES	17.05	
41609455		003653	01	12/31/2012	110-6047-512.40-98	SUPPLIES	17.05	
41609455		003654	01	12/31/2012	510-6052-501.40-98	SUPPLIES	17.05	
41609455		003655	01	12/31/2012	510-6057-502.40-98	SUPPLIES	17.05	
							VENDOR TOTAL *	153.45
0006912	00	PETRICIG, PHILIP J						
12/01-12/16/12		003941	01	12/31/2012	110-0086-453.30-52	CATV PROF SVCS	125.00	
							VENDOR TOTAL *	125.00
0016966	00	PITNEY BOWES PURCHASE POWER						
800090900617327004408			01	12/31/2012	110-1001-411.30-49	POSTAGE METER REFILL	1,000.00	

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0016966	00	PITNEY BOWES				PURCHASE POWER		
800090900617327004409			01	12/31/2012	110-2006-413.30-49	POSTAGE METER REFILL	350.00	
800090900617327004410			01	12/31/2012	110-2007-413.30-49	POSTAGE METER REFILL	250.00	
800090900617327004411			01	12/31/2012	110-3015-414.30-49	POSTAGE METER REFILL	250.00	
800090900617327004412			01	12/31/2012	110-4020-422.30-49	POSTAGE METER REFILL	250.00	
800090900617327004413			01	12/31/2012	110-4025-424.30-49	POSTAGE METER REFILL	250.00	
800090900617327004414			01	12/31/2012	110-5030-421.30-49	POSTAGE METER REFILL	750.00	
800090900617327004415			01	12/31/2012	110-6040-431.30-49	POSTAGE METER REFILL	750.00	
800090900617327004416			01	12/31/2012	110-7060-451.30-49	POSTAGE METER REFILL	250.00	
800090900617327004417			01	12/31/2012	530-0088-503.30-49	POSTAGE METER REFILL	900.00	
						VENDOR TOTAL *	5,000.00	
0020566	00	PITNEY POWES INC - 371896 PITTSBGH						
591956	003696		01	12/31/2012	110-2006-413.50-13	SIGNATURE MACHINE SVC	410.80	
						VENDOR TOTAL *	410.80	
0016869	00	PORTER LEE CORP						
12509	004613		01	12/31/2012	110-5030-421.40-98	EVIDENCE SUPPLIES	232.00	
						VENDOR TOTAL *	232.00	
0019517	00	POSWORLD						
501180	003784		01	12/31/2012	110-2006-413.40-33	SUPPLIES	87.00	
						VENDOR TOTAL *	87.00	
0020938	00	POZEN, JACLYNN						
26857	004231		01	12/31/2012	110-0000-316.00-00	TRANSFER STAMP REFUND	750.00	
						VENDOR TOTAL *	750.00	
0013302	00	PRECISION CONTROL SYSTEMS OF						
20705	004509		01	12/31/2012	110-5030-421.30-98	MONTHLY MAINT FEE	284.00	
						VENDOR TOTAL *	284.00	
0010820	00	RADABAUGH, MARK						
12/01-12/16/12	003940		01	12/31/2012	110-0086-453.30-52	CATV PROF SVCS	125.00	
						VENDOR TOTAL *	125.00	
0016117	00	REGAL TICKETS						
5665	003788		01	12/31/2012	110-5030-421.30-50	FORMS	230.00	
5677	004244		01	12/31/2012	110-5030-421.30-50	FORMS	228.60	
						VENDOR TOTAL *	458.60	
0015871	00	REIDINGER, BETH						
591 POPLAR	004422		01	12/31/2012	110-6041-432.30-70	PUBLIC SIDEWALK REIMBURSE	170.50	
						VENDOR TOTAL *	170.50	
0017050	00	REINDERS, INC						
1413429-00	004152		01	12/31/2012	110-6047-512.50-16	PARTS/SUPPLIES	64.12	
						VENDOR TOTAL *	64.12	
0020936	00	RESPONSE OPTIONS						

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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
0020936	00	RESPONSE OPTIONS						
13021201		004245	01	12/31/2012	110-5030-421.60-11	TRAINING CLASS	395.00	
						VENDOR TOTAL *	395.00	
0017626	00	SCARLETT, ANDREW						
12/19/2012		004251	01	12/31/2012	110-4020-422.60-37	EXPENSE REIMBURSEMENT	21.75	
						VENDOR TOTAL *	21.75	
0000477	00	SCHWEPPE						
10112		004523	01	12/31/2012	110-6046-418.50-01	ICE MACHINE CLEANER	24.75	
628270		004524	01	12/31/2012	110-6046-418.40-98	PLASTIC TABLE CLOTH	48.98	
						VENDOR TOTAL *	73.73	
0002887	00	SEALCO, INC.						
OP/I134875		004272	01	12/31/2012	510-6057-502.50-08	TEEL PUMPS	70.62	
						VENDOR TOTAL *	70.62	
0010169	00	SEAWAY SUPPLY						
86549		004078	01	12/31/2012	110-6046-418.40-24	SUPPLIES	440.35	
86805		004462	01	12/31/2012	110-6046-418.40-24	SUPPLIES	418.20	
						VENDOR TOTAL *	858.55	
0007028	00	SELECT STAFFING						
59221		003984	01	12/31/2012	510-6050-501.10-01	TEMP STAFFING	261.94	
59339		003987	01	12/31/2012	510-6050-501.10-01	TEMP STAFFING	261.94	
59437		004633	01	12/31/2012	510-6050-501.10-01	TEMP STAFFING	209.55	
59221		003985	01	12/31/2012	510-6055-502.10-01	TEMP STAFFING	261.94	
59339		003988	01	12/31/2012	510-6055-502.10-01	TEMP STAFFING	261.94	
59437		004634	01	12/31/2012	510-6055-502.10-01	TEMP STAFFING	209.55	
59221		003986	01	12/31/2012	530-0088-503.10-01	TEMP STAFFING	224.52	
59339		003989	01	12/31/2012	530-0088-503.10-01	TEMP STAFFING	224.52	
59437		004635	01	12/31/2012	530-0088-503.10-01	TEMP STAFFING	179.62	
						VENDOR TOTAL *	2,095.52	
0000486	00	SICALCO LTD						
59154		004228	01	12/31/2012	110-6042-433.40-47	CALCIUM CHLORITE DEICER	2,403.69	
						VENDOR TOTAL *	2,403.69	
0005957	00	SOURCE NORTH AMERICA CORP						
1058169		003885	01	12/31/2012	110-6047-512.40-19	FUEL PUMPS REPAIR	321.12	
1058100		003886	01	12/31/2012	110-6047-512.40-19	FUEL PUMPS REPAIR	311.08	
						VENDOR TOTAL *	632.20	
0011495	00	SOUTH SIDE CONTROL SUPPLY CO						
S100018107.001		004519	01	12/31/2012	110-7060-451.50-01	BOILER REPAIR	652.35	
S100018318.001		004520	01	12/31/2012	110-7060-451.50-01	BOILER REPAIR	71.54	
						VENDOR TOTAL *	723.89	
0008573	00	SPRING ROAD BUSINESS ASSN						

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INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
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0008573	00	SPRING ROAD BUSINESS ASSN		01 12/31/2012	110-0094-454.60-37	MEMBERSHIP	150.00	
2013	003721							
							VENDOR TOTAL *	150.00
0000501	00	STEINER ELECTRIC CO		01 12/31/2012	510-6057-502.50-01	LIGHTS	369.74	
S004178817.001	004273			01 12/31/2012	510-6057-502.50-01	LIGHTS	71.95	
S004178817.002	004274			01 12/31/2012	510-6057-502.50-01	LIGHTS		
							VENDOR TOTAL *	441.69
0017966	00	STORINO, RAMELLO & DURKIN		01 12/31/2012	110-0081-415.30-32	PROF SVCS/ELMH 00001	1,347.50	
60038	003588			01 12/31/2012	110-0081-415.30-36	PROF SVCS/ELMH 00001	31,319.23	
60038	003589			01 12/31/2012	110-0081-415.30-36	PROF SVCS/ELMH 00033	35.00	
60038	003593			01 12/31/2012	110-0081-415.30-36	PROF SVCS/ELMH 00050	87.50	
60038	003594			01 12/31/2012	110-0081-415.30-36	PROF SVCS/ELMH 00052	87.50	
60038	003595			01 12/31/2012	110-0081-415.30-36	PROF SVCS/ELMH 00056	1,202.30	
60038	003596			01 12/31/2012	110-0081-415.30-36	PROF SVCS/ELMH 00111	905.90	
60038	003599			01 12/31/2012	110-0081-415.30-36	PROF SVCS/ELMH 00113	630.00	
60038	003600			01 12/31/2012	310-0089-461.30-52	PROF SVCS/ELMH 00007	1,933.75	
60038	003591			01 12/31/2012	325-0092-465.30-52	PROF SVCS/ELMH 00019	245.00	
60038	003592			01 12/31/2012	330-0095-465.30-52	PROF SVCS/ELMH 00006	2,730.90	
60038	003590			01 12/31/2012	330-0095-465.30-52	PROF SVCS/ELMH 00086	262.50	
60038	003597			01 12/31/2012	330-0095-465.30-52	PROF SVCS/ELMH 00106	87.50	
60038	003598			01 12/31/2012	330-0095-465.30-52	PROF SVCS/ELMH 00106		
							VENDOR TOTAL *	40,874.58
0000503	00	STREICH & SONS INC, P R		01 12/31/2012	110-6047-512.50-08	HOIST/LUBE ROOM REPAIRS	244.00	
IN000037522	003887			01 12/31/2012	110-6047-512.50-08	HOIST/LUBE ROOM REPAIRS		
							VENDOR TOTAL *	244.00
0014290	00	SUBURBAN DOOR CHECK & LOCK SERVICE		01 12/31/2012	110-6046-418.50-01	DOOR REPAIR	103.20	
430275	004510			01 12/31/2012	110-6046-418.50-01	DOOR REPAIR		
							VENDOR TOTAL *	103.20
0008228	00	SUBURBAN LABORATORIES INC		01 12/31/2012	510-6051-501.30-33	LAB TESTING	567.00	
23805	004460			01 12/31/2012	510-6057-502.30-33	LAB TESTING	817.60	
23586	004324			01 12/31/2012	510-6057-502.30-33	LAB TESTING		
							VENDOR TOTAL *	1,384.60
0007885	00	SUBURBAN LIFE PUBLICATIONS		01 12/31/2012	110-2007-413.60-42	EMPLOYMENT AD	403.00	
0000591283	004405			01 12/31/2012	110-2007-413.60-42	EMPLOYMENT AD		
							VENDOR TOTAL *	403.00
0002765	00	SUBURBAN WELDING & STEEL, LLC		01 12/31/2012	110-6047-512.50-02	TRK/PARTS PW166	445.00	
52512	004336			01 12/31/2012	110-6047-512.50-02	TRK/PARTS PW166		
							VENDOR TOTAL *	445.00
0002854	00	SUNRISE COMMUNICATIONS, INC		01 12/31/2012	110-0086-453.30-52	NOV MEETINGS	910.00	
2545	003722			01 12/31/2012	110-0086-453.30-52	NOV MEETINGS		
							VENDOR TOTAL *	910.00
0009845	00	SYNAGRO CENTRAL						

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NO		NO NO						AMOUNT
0009845	00	SYNAGRO CENTRAL						
20-109844		004323	01	12/31/2012	510-6057-502.30-58	SLUDGE HAULING	3,513.60	
						VENDOR TOTAL *	3,513.60	
0017642	00	T & T TOOLS, INC						
60014		004471	01	12/31/2012	510-6050-501.40-98	PROBE/ADAPTOR	138.00	
						VENDOR TOTAL *	138.00	
0000523	00	TERMINAL SUPPLY CO						
85601-00		004045	01	12/31/2012	110-6047-512.50-16	PARTS/SUPPLIES	72.78	
86843-00		004335	01	12/31/2012	110-6047-512.50-16	TRK/PARTS PW75,PW169	40.07	
						VENDOR TOTAL *	112.85	
0008999	00	THIRD MILLENNIUM ASSOCS, INC						
15128		004229	01	12/31/2012	110-6040-431.40-65	VEHICLE STICKER TRANSACTI	6.30	
						VENDOR TOTAL *	6.30	
0000528	00	THOMPSON ELEVATOR INSPECTION SVC						
12-4023		004490	01	12/31/2012	110-5030-421.30-25	INSPECTION FEE	55.00	
12-4025		004491	01	12/31/2012	110-7060-451.50-01	INSPECTION FEE	110.00	
12-4024		004488	01	12/31/2012	530-0088-503.30-25	INSPECTION FEE	55.00	
12-4026		004489	01	12/31/2012	530-0088-503.30-25	INSPECTION FEE	110.00	
						VENDOR TOTAL *	330.00	
0000535	00	TRANS UNION LLC						
11200820		003787	01	12/31/2012	110-5030-421.30-98	CREDIT BUREAU SVCS	45.00	
						VENDOR TOTAL *	45.00	
0005044	00	TRANSYSTEMS CORP						
INV-0002366948		003811	01	12/31/2012	110-6041-432.80-15	PROF ENG SVCS	201.45	
INV-0002363969		003810	01	12/31/2012	110-6048-513.80-25	PROF ENG SVCS	10,377.30	
INV-0002377004		004440	01	12/31/2012	110-6048-513.80-25	PROF ENG SVCS	10,872.59	
INV-0002375845		004637	01	12/31/2012	310-0089-461.80-24	PROF ENG SVCS	5,965.52	
						VENDOR TOTAL *	27,416.86	
0000536	00	TREE TOWNS REPROGRAPHICS, INC						
0000185083		004423	01	12/31/2012	110-7060-451.60-39	EXHIBIT SUPPLIES	536.20	
0000185082		004424	01	12/31/2012	110-7060-451.60-39	EXHIBIT SUPPLIES	16.20	
						VENDOR TOTAL *	552.40	
0009931	00	TRUCK ALIGNMENT SPECIALISTS INC						
076520		004183	01	12/31/2012	110-6047-512.50-02	TRK/PARTS T2	137.50	
						VENDOR TOTAL *	137.50	
0020258	00	TWIST OFFICE PRODS						
632428-0		004095	01	12/31/2012	110-4025-424.40-33	SUPPLIES	91.91	
						VENDOR TOTAL *	91.91	
0020636	00	TYCO INTEGRATED SECURITY LLC						

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0020636	00	TYCO INTEGRATED SECURITY LLC						
85253275	003812		01	12/31/2012	110-4021-425.40-41	RADIO INSTALLATION	340.00	
86052212	004230		01	12/31/2012	110-7060-451.30-98	SECURITY SVCS	174.80	
						VENDOR TOTAL *	514.80	
0020663	00	U S RADAR, INC						
8981	004205		01	12/31/2012	110-5030-421.50-08	RADIO REPAIR	50.00	
						VENDOR TOTAL *	50.00	
0015470	00	UNIFORMITY INC						
IN214549	003991		01	12/31/2012	110-4020-422.40-62	UNIFORM SUPPLIES	732.00	
						VENDOR TOTAL *	732.00	
0003709	00	UNIQUE PRODUCTS & SERV CORP						
250883	004227		01	12/31/2012	110-6046-418.40-24	SUPPLIES	441.15	
250010	004184		01	12/31/2012	110-6047-512.50-16	TRK/PARTS PW59	137.00	
250010-1	004341		01	12/31/2012	110-6047-512.50-16	TRK/PARTS PW59	246.60	
250492	004342		01	12/31/2012	110-6047-512.50-16	TRK/PARTS PW59	145.90	
						VENDOR TOTAL *	970.65	
0005115	00	UNIVERSAL TAXI DISPATCH, INC						
8782	004072		01	12/31/2012	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	597.80	
						VENDOR TOTAL *	597.80	
0006266	00	UNTOUCHABLE AUTO WASH						
NOV 2012	003754		01	12/31/2012	110-6047-512.50-16	CAR WASHES	112.00	
						VENDOR TOTAL *	112.00	
0018130	00	UPS						
00005A30E3482	003779		01	12/31/2012	510-6052-501.40-98	SHIPPING FEES	65.38	
						VENDOR TOTAL *	65.38	
0017465	00	UPS SHIPPER 5A30E3						
00005A30E3502	004268		01	12/31/2012	110-2006-413.30-49	SHIPPING FEES	31.91	
00005A30E3492	004155		01	12/31/2012	110-4020-422.30-49	SHIPPING FEE	7.46	
00005A30E3492	004154		01	12/31/2012	110-6047-512.40-98	SHIPPING FEE	5.96	
						VENDOR TOTAL *	45.33	
0000550	00	URICK, EUGENIE						
12/01-12/16/12	003946		01	12/31/2012	110-0086-453.30-52	CATV PROF SVCS	753.75	
						VENDOR TOTAL *	753.75	
0005793	00	USA BLUEBOOK						
809055	004322		01	12/31/2012	510-6052-501.50-18	WATER SAMPLING STATIONS	1,092.40	
						VENDOR TOTAL *	1,092.40	
0004983	00	VAN METER & ASSOCS, INC						
00-16369	004234		01	12/31/2012	110-5030-421.60-11	TRAINING CLASS	260.00	
00-16370	004235		01	12/31/2012	110-5030-421.60-11	TRAINING CLASS	140.00	

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0004983	00	VAN METER & ASSOCS, INC						
						VENDOR TOTAL *	400.00	
0013872 13793	00	VANGUARD SECURITY CO 004627		01 12/31/2012	110-7060-451.50-01	ALARM REPAIR	119.35	
						VENDOR TOTAL *	119.35	
0020762 12/13/2012	00	VANOSDELL, BARBARA J 003809		01 12/31/2012	110-6040-431.30-52	PROFESSIONAL SVCS	105.00	
						VENDOR TOTAL *	105.00	
0014824 12/01-12/16/12	00	VARACELLO, VINCE 003938		01 12/31/2012	110-0086-453.30-52	CATV PROF SVCS	110.00	
						VENDOR TOTAL *	110.00	
0014788	00	VERIZON WIRELESS						
2840244801		004652		01 12/31/2012	110-1001-411.30-75	MONTHLY MOBILE BILL	86.08	
2840244801		004653		01 12/31/2012	110-2007-413.30-75	MONTHLY MOBILE BILL	68.86	
2840244801		004654		01 12/31/2012	110-2008-413.30-75	MONTHLY MOBILE BILL	1,415.47	
2840244801		004655		01 12/31/2012	110-2008-413.30-98	MONTHLY MOBILE BILL	534.48	
2840244801		004659		01 12/31/2012	110-2008-413.50-25	MONTHLY MOBILE BILL	5,836.60	
2840244801		004650		01 12/31/2012	110-4020-422.30-75	MONTHLY MOBILE BILL	239.68	
2840244801		004651		01 12/31/2012	110-4022-423.30-75	MONTHLY MOBILE BILL	51.58	
2840244801		004658		01 12/31/2012	110-4025-424.30-75	MONTHLY MOBILE BILL	124.20	
2840244801		004656		01 12/31/2012	110-5030-421.30-75	MONTHLY MOBILE BILL	1,455.42	
2840244801		004647		01 12/31/2012	110-6040-431.30-75	MONTHLY MOBILE BILL	879.15	
2840244801		004648		01 12/31/2012	510-6050-501.30-75	MONTHLY MOBILE BILL	281.33	
2840244801		004649		01 12/31/2012	510-6055-502.30-75	MONTHLY MOBILE BILL	597.82	
						VENDOR TOTAL *	11,570.67	
0000560	00	VILLA PARK ELECTRICAL SUPPLY						
01806742		004507		01 12/31/2012	110-5030-421.50-01	LOCKER ROOM REMODEL	26.34	
01805624		003689		01 12/31/2012	110-6044-435.40-98	FUSES/TIME CLOCKS REPLACE	130.28	
01805905		003690		01 12/31/2012	110-6044-435.40-06	CABLE WIRE	110.20	
01805304		003692		01 12/31/2012	110-6044-435.40-98	TIME CLOCKS REPLACEMENT	123.00	
01805521		003691		01 12/31/2012	110-6046-418.50-01	LIGHTING TRANSFORMER	67.12	
01805724		003693		01 12/31/2012	110-6046-418.40-53	SHOP TOOL	74.59	
01807045		004506		01 12/31/2012	110-6046-418.50-01	LIGHTING TRANSFORMERS	805.44	
						VENDOR TOTAL *	1,336.97	
0020928 29210,29211	00	VREDBERG, DAROLD 004077		01 12/31/2012	110-0000-331.07-00	VEHICLE STICKER REFUND	90.00	
						VENDOR TOTAL *	90.00	
0005071 31734110006	00	WALKER RESTORATION CONSULTANTS 004233		01 12/31/2012	530-0088-503.30-26	PROF ENG SVCS	455.37	
						VENDOR TOTAL *	455.37	
0020552	00	WASTE MANAGEMENT-SWEEPING						

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0020552	00	WASTE MANAGEMENT-SWEEPING						
3180105-2354-2	004080		01	12/31/2012	110-6041-432.30-98	STREET SWEEPING	38,140.00	
3180194-2354-6	004443		01	12/31/2012	110-6041-432.30-98	STREET SWEEPING	38,140.00	
VENDOR TOTAL *							76,280.00	
0006426	00	WEATHERFORD, STEVEN - PD						
09/09-09/13/12	004449		01	12/31/2012	110-5030-421.60-05	EXPENSE REIMBURSEMENT	15.00	
09/09-09/13/12	004450		01	12/31/2012	110-5030-421.60-11	EXPENSE REIMBURSEMENT	310.80	
VENDOR TOTAL *							325.80	
0015717	00	WENTWORTH TIRE-BENSENVILLE						
419594	003877		01	12/31/2012	110-6047-512.50-20	TIRES/PW19	446.48	
419581	003878		01	12/31/2012	110-6047-512.50-20	TIRES/PW36	441.80	
419664	003879		01	12/31/2012	110-6047-512.50-20	TIRES/T-1	290.13	
419595	003880		01	12/31/2012	110-6047-512.50-20	TIRES/STOCK	223.24	
419596	003881		01	12/31/2012	110-6047-512.50-20	TIRE DISPOSAL	24.00	
419806	004182		01	12/31/2012	110-6047-512.50-20	TIRES/F-10	516.76	
VENDOR TOTAL *							1,942.41	
0013079	00	WEST PAYMENT CENTER						
825479878	003805		01	12/31/2012	110-5030-421.60-51	SUBSCRIPTION	350.00	
VENDOR TOTAL *							350.00	
0000576	00	WEST SUBURBAN OP, INC.						
137755	004646		01	12/31/2012	110-2008-413.40-73	INK	51.96	
135706	003695		01	12/31/2012	110-3015-414.40-33	STORAGE CASE/DAILY PLANNE	46.02	
137420	004236		01	12/31/2012	110-5030-421.40-33	PENS	21.80	
137428	004237		01	12/31/2012	110-5030-421.40-33	POCKET FILES	21.62	
136033	004238		01	12/31/2012	110-5030-421.40-33	INDEX CARDS	9.00	
137429	004444		01	12/31/2012	110-5030-421.40-33	SUPPLIES	113.92	
137791	004606		01	12/31/2012	110-5030-421.40-33	SUPPLIES	54.66	
137783	004607		01	12/31/2012	110-5030-421.40-33	PENS	12.86	
137169	004050		01	12/31/2012	110-6040-431.40-33	SUPPLIES	8.43	
136961	003694		01	12/31/2012	110-6044-435.40-98	INK CARTRIDGES	59.72	
137348	004505		01	12/31/2012	110-6046-418.40-98	NOTE BOOK	3.59	
137574	004158		01	12/31/2012	110-7060-451.40-33	WALL CALENDAR/HIGHLIGHTER	19.03	
137169	004051		01	12/31/2012	510-6050-501.40-33	SUPPLIES	8.42	
VENDOR TOTAL *							431.03	
0004668	00	WEST TOWN REFRIGERATION						
115679	004528		01	12/31/2012	110-5030-421.30-98	MONTHLY MAINT FEE	525.00	
876946	004529		01	12/31/2012	110-5030-421.50-01	HVAC REPAIR	839.36	
VENDOR TOTAL *							1,364.36	
0007017	00	WESTERING, TIMOTHY						
10/12/2012	001442		01	11/21/2012	110-5030-421.60-05	EXPENSE REIMBURSEMENT	CHECK #: 159690	23.31-
10/12/2012	001442		01	12/11/2012	110-5030-421.60-05	EXPENSE REIMBURSEMENT	CHECK #: 160523	23.31
10/12/2012	001443		01	11/21/2012	110-5030-421.60-11	EXPENSE REIMBURSEMENT	CHECK #: 159690	8.80-
10/12/2012	001443		01	12/11/2012	110-5030-421.60-11	EXPENSE REIMBURSEMENT	CHECK #: 160523	8.80

PREPARED 01/02/2013, 11:27:29
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 12/31/2012 CHECK DATE: 01/10/2013
 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
0007017	00	WESTERING, TIMOTHY						
11/01/2012	001444		01	11/21/2012	110-5030-421.60-05	EXPENSE REIMBURSEMENT	CHECK #: 159690	16.65-
11/01/2012	001444		01	12/11/2012	110-5030-421.60-05	EXPENSE REIMBURSEMENT	CHECK #: 160523	16.65
11/01/2012	001445		01	11/21/2012	110-5030-421.60-11	EXPENSE REIMBURSEMENT	CHECK #: 159690	9.75-
11/01/2012	001445		01	12/11/2012	110-5030-421.60-11	EXPENSE REIMBURSEMENT	CHECK #: 160523	9.75
VENDOR TOTAL *							.00	
0008459	00	WESTMONT INTERIOR SUPPLY HOUSE						
130008384	004508		01	12/31/2012	110-5030-421.50-01	ROOM RENOVATION	195.41	
VENDOR TOTAL *							195.41	
0002838	00	WHOLESALE DIRECT						
000196710	003883		01	12/31/2012	110-6042-433.50-16	TRK/PARTS PW141/STOCK	61.96	
000196816	003884		01	12/31/2012	110-6042-433.50-16	TRK/PARTS PW141/STOCK	34.46	
000196350	004153		01	12/31/2012	110-6047-512.50-16	PARTS/SUPPLIES	151.50	
VENDOR TOTAL *							247.92	
0018535	00	WILKINS MAZDA/HYUNDAI						
JUNE 2012	003635		01	12/31/2012	110-0000-312.01-11	SALES TAX REBATE	17,947.21	
JUNE 2012	003636		01	12/31/2012	111-0000-312.01-11	SALES TAX REBATE	845.72	
VENDOR TOTAL *							18,792.93	
0020945	00	WINLOGIC TECHNOLOGIES						
9363	003998		01	12/31/2012	110-3015-414.30-52	EMAIL DESIGN	350.00	
VENDOR TOTAL *							350.00	
0001041	00	WRIGHT, STEVE						
12/12/2012	004246		01	12/31/2012	110-5030-421.60-05	EXPENSE REIMBURSEMENT	24.36	
12/12/2012	004247		01	12/31/2012	110-5030-421.60-11	EXPENSE REIMBURSEMENT	5.98	
VENDOR TOTAL *							30.34	
0020960	00	YOU, DAVID						
26006	004304		01	12/31/2012	110-0000-316.00-00	TRANSFER STAMP REFUND	387.00	
VENDOR TOTAL *							387.00	
0000582	00	ZENGER'S INDUSTRIAL SUPPLY						
1302160-1	003876		01	12/31/2012	110-6047-512.40-53	TOOL	3.02	
VENDOR TOTAL *							3.02	
0000585	00	ZIEBELL WATER SERVICE PRODUCTS						
218883-000	004226		01	12/31/2012	510-6052-501.50-12	MAINS	1,856.35	
218884-000	004271		01	12/31/2012	510-6052-501.40-07	MAIN BREAK REPAIR	964.35	
VENDOR TOTAL *							2,820.70	
0006753	00	3M						
TP76518	004464		01	12/31/2012	110-6041-432.40-52	SIGNS	2,206.50	
TP76516	004465		01	12/31/2012	110-6041-432.40-52	SIGNS	279.34	
TP76517	004466		01	12/31/2012	110-6041-432.40-52	SIGNS	162.00	
VENDOR TOTAL *							2,647.84	

PREPARED 01/02/2013, 11:27:29
PROGRAM: GM339L
CITY OF ELMHURST, ILLINOIS
CITY

EXPENDITURE APPROVAL LIST
AS OF: 12/31/2012 CHECK DATE: 01/10/2013

PAGE 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
0006753	00						HAND ISSUED TOTAL ***		3,748.20
							TOTAL EXPENDITURES ****	1,511,289.84	3,748.20
						GRAND TOTAL *****			1,515,038.04



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

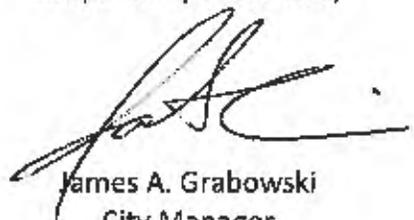
SCOTT M. LEVIN
ACTING MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
JAMES A. GRABOWSKI
CITY MANAGER

January 2, 2013

To: Acting Mayor Levin and Members of the City Council
Re: Battle of the Bands

It is respectfully requested that the attached request from the Elmhurst Park District for permission to host a Battle of the Bands in the Addison Street Parking Lot in June 2013, be referred to the Public Affairs & Safety Committee for review and recommendation back to the City Council.

Respectfully submitted,



James A. Grabowski
City Manager

Copies To All
Elected Officials
01/03/2013

ELMHURST PARK DISTRICT

DATE: December 10, 2012
TO: James A. Grabowski, City Manager City Manager of the City of Elmhurst
FROM: James W. Rogers, Executive Director
Angela Ferrentino, Director of Parks and Facilities
Sarah Lagesse, Program Manager - Facilities
RE: City Permit for Battle of the Bands

Attached you will find a proposal for a City Permit for the Addison Street Parking Lot for the Elmhurst Park District Battle of the Bands. The Battle of the Bands would take place on Saturday, June 22nd, 2013 at the Addison Street Parking Lot. The event would be from 3pm-9pm. The event will be for local teen bands to compete with other local bands. This is an IPRA (Illinois Parks and Recreation Association) sponsored event. Staff will use the guidelines already in place.

If you have any questions, please feel free to contact me at 630-993-4724 or via email at slagesse@epd.org.



BOARD OF PARK COMMISSIONERS

Colette M. Kublesa
Mary E. Kies
Bob Howard
Patricia Marssette-Mull
Anthony Pelosi
Vince Spaeth
Carolyn Ubriaco

December 10, 2012

Mr. James A. Grabowski
City Manager
City of Elmhurst
209 N. York Street
Elmhurst, IL 60126

Re: Request for Permit to Use Addison Street Parking Lot

Dear Mr. Grabowski,

On behalf of the Elmhurst Park District, please accept this letter as our request for approval from the City of Elmhurst of a Temporary Use and Event Permit for the Elmhurst Park District's Battle of the Bands to be held at the Addison Street Parking Lot. We request to use the parking lot on Saturday, June 22nd, 2013. The event will begin at 3 p.m. on that day however; we would like to have partial access to the parking lot starting at 10:30 a.m. on the morning of June 22nd for setup. We realize that the municipal lot is used by local businesses for parking so we request to only have access to the west side of the parking lot from 10:30 a.m. until 2 p.m. (see attached map). Starting at 2 p.m. until 10:15 p.m. we request to have full access to the entire lot. The concert will end by 9 p.m. that night, and we will be finished with take down by 10:15 p.m.

The Park District would like to have our event in the Addison Street Parking Lot due to its close proximity to City Centre plaza. The Battle of the Bands is an Illinois Parks and Recreation Association sponsored event for teen bands to compete in. Our goal is to draw the large number of teens that spend time in the plaza at City Center on the weekends to this teen event. Last year, we utilized the parking lot as our venue for this same event, and had great success. There were little if no major problems that we are aware of. We will work directly with the Police, Fire and Public Work departments on the planning for the layout/staging and general operational parameters of the concerts. As of right now, I note as follows regarding major operation points:

- A. Time- We request to have partial access of the west side of the lot from 10:30 a.m. until 2 p.m., and full access of the lot from 2 p.m. until 10:15 p.m. The event will start at 3 p.m. and will end at 9 p.m. There will be no music played after 9 p.m.

Having Fun



BOARD OF PARK COMMISSIONERS

Colette M. Kubiesa
Mary E. Kies
Bob Howard
Patricia Morissette-Moll
Anthony Pelosi
Vince Spaeth
Carolyn Ubrico

- B. **Street Closures-** No street closures will be necessary.
- C. **Beverage Service-** No alcohol will be served at this event.
- D. **Food Service-** Food will be provided by the Park District's Hospitality and Concessions Operation, which has all proper permits.
- E. **Other Mechanics-** The Elmhurst Park District will provide a current Certificate of Insurance to City of Elmhurst. We will also provide two portable toilets to be used as restrooms at the event. The park district will also provide garbage and recycle receptacles. We will also need access to the power box located in the Addison Street Lot on the southwest corner.

Thank you for your consideration of this matter. I am available to meet to discuss the proposal and answer any questions the City may have about the event.

Sincerely,

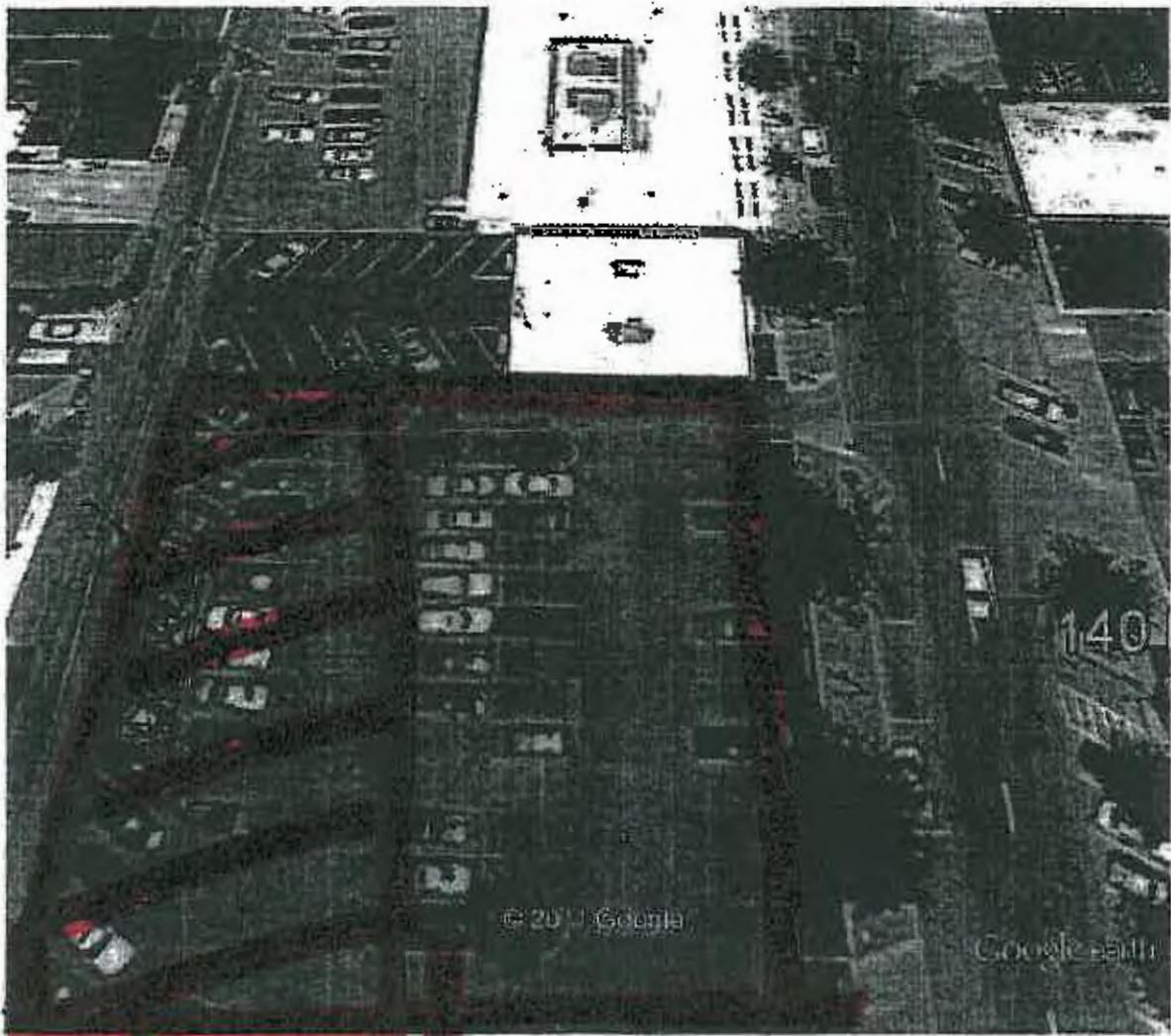
A handwritten signature in black ink that reads "Sarah Lagesse". The signature is fluid and cursive, written over a white background.

Sarah Lagesse
Program Manager
Elmhurst Park District

CC: James W. Rogers, Executive Director
Angela Ferrentino, Director of Parks and Facilities

Having Fun

EXHIBIT A



Google earth

feet 100
meters 30



Request use of this part of the parking lot from 10:30 A.M. until 10:15 P.M.

Request use of the entire parking lot from 2 P.M. until 10:15 P.M.



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

SCOTT M. LEVIN
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CITY MANAGER

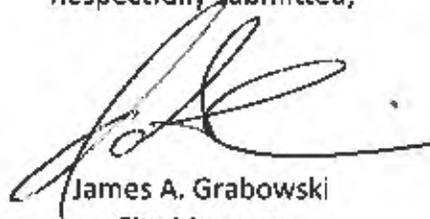
January 2, 2013

To: Mayor DiCianni and Members of the City Council

Re: 2013 Elmhurst 4 on the 4th

It is respectfully requested that the attached request to hold the annual *Elmhurst 4 on the 4th* 4-Mile Run and 1K Kids' Run event hosted by the Elmhurst Running Club Inc. and sponsored by Community Bank of Elmhurst be referred to the Public Affairs and Safety Committee for review and recommendation back to the City Council.

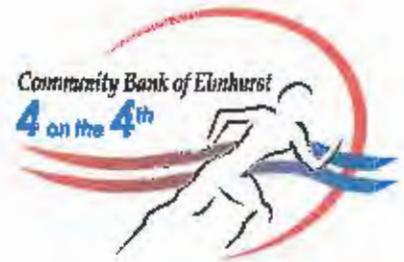
Respectfully submitted,



James A. Grabowski
City Manager

Copies To All
Elected Officials
01/03/2013

Mr. James A. Grabowski
City of Elmhurst, City Manager
209 N. York St.
Elmhurst, IL. 60126



December 20, 2012

Dear Mr. Grabowski:

Please accept this application for permit for the 2013 running of the **Community Bank of Elmhurst 4 on the 4th**. I know that events such as this require approval from the Public Affairs and Safety Committee and we look forward to working with them again this year. Details for the ninth annual Fourth of July event are as follows:

Host: Elmhurst Running Club, Inc.

Title Sponsor: Community Bank of Elmhurst

Events: 4-mile run showcasing the Elmhurst College, Wilder Park, neighborhoods, the public library & downtown business district areas with 1K Kids' Run to follow

Date: Thursday, July 4, 2013

Time: 7:15 a.m. Start for 4-miler; 8:20 a.m. start for Kids' Run

Staging Area: Elmhurst College Main Gates, 190 Prospect Ave.

Entrants: Approximately 900 runners - 4-mile; 100 - kids' race. More than half come from out of town.

Race Courses: See attached sheet.

Proposed Beneficiary: Elmhurst Children's Assistance Foundation (ECAAF)

Last year, we had 800-plus finishers, and because we once again are on the prestigious (17 races in all) Chicago Area Runners Association competitive circuit, we expect more. We will cap race registration at 1,000 in the 4-mile to avoid crowding or unsafe conditions.

Our race is entirely self-sufficient and requires no funding or help from the city other than police direction at major intersections and barricades/cones to mark the course.

Please let me know if you have any questions. Thank you in advance. Welcome to Elmhurst!

Bob

Bob Richards

Community Bank of Elmhurst 4 on the 4th Co-director

421 S. Euclid Ave, Villa Park, IL 60181 630-832-1765/ 630-269-4872- mobile

www.4on4th.com

www.elmhurst-runners.com

info@elmhurst-runners.com



Elmhurst Running Club, Inc.
2013 Community Bank of Elmhurst 4 on the 4th
(Thursday morning, July 4, 2013)

4-mile Race Route (Certified by USA Track & Field-Illinois)
(estimated mileage markers)

START is at the driveway just south of the college gate on Prospect Ave.
North on Prospect to Park
East on Park to Cottage Hill
South on Cottage Hill to Harbour Terrace
East on Harbour Terrace to York (Mile 1: Just before York)
North on York to Palmer (underpass)
North on Palmer to York
North on York to the end of the Marathon Station. (Mile 2: Just past Hahn St.)
Conduct 180-degree turn now heading south on York
South on York to Schiller
East on Schiller to Palmer
South on Palmer (underpass) to York
South on York to Elmwood Terrace (Mile 3: Just before Elmwood)
West on Elmwood Terrace to Cottage Hill
North on Cottage Hill to Park
West on Park to Prospect
South on Prospect to **FINISH at war memorial** (Mile 4)

Note: residential streets can be reopened as soon as the last runner goes by.
- Harbour Terrace within 20 minutes;
- Elmwood Terrace within 45 minutes.

Kids' Race
(estimated 1K)

START is at Elmhurst College gates.
North on Prospect until just before Park St.
Conduct 180-degree turn now heading south on Prospect
(Cones to divide northbound and southbound runners.)
South on Prospect to **FINISH at war memorial** (1K)

Community Bank of Elmhurst 4 on the 4th Race Volunteer Sign-up Thursday, July 4, 2013



Course Marshals Time: 6:30am-9:00am (or after last runner)

Bold = Major Intersections; Italics = Minor Crossings; Bold/Italics = EPD Presence

Name	Race Course Location	# on Map
<i>EPD</i>	<i>York & North (off race course)</i>	
<i>EPD</i>	<i>First & Maple (off race course)</i>	
<i>EPD</i>	<i>York & First St. (off race course)</i>	
<i>EPD</i>	<i>York & St. Charles (off race course)</i>	
<i>EPD</i>	<i>Cottage Hill & St. Charles (off race course)</i>	
1. <i>EPD</i>	<i>Church & Prospect (off race course)</i>	
2.	Alexander & Prospect	
3.	Walter & Prospect	
4. <i>EPD</i>	<i>Prospect & Park</i>	
5. <i>EPD</i>	<i>Cottage Hill & Park</i>	
6.	<i>Alley by Market Square Condos</i>	
7.	<i>Garage by Market Square Condos</i>	
8.	Adelaide & Cottage Hill	
9.	Virginia St & Cottage Hill	
10.	<i>Apt driveway by Hawthorne</i>	
11.	<i>IC driveway & St Peters driveway</i>	
12.	Arthur St & Cottage Hill	
13.	Church St & Cottage Hill	
14.	Elmwood Ter & Cottage Hill	
15.	Harbor Ter & Cottage Hill	
16.	<i>Harbor Ter & Sturges Pkwy</i>	
17.	Harbor Ter & York	
18.	Adelia & York	
19.	Elmwood Ter & York	
20. <i>EPD</i>	<i>Church St & York</i>	
21.	<i>1st IC parking lot driveway</i>	
22.	<i>2nd IC parking lot driveway</i>	
23. <i>EPD(2)*</i>	<i>Arthur St & York</i>	
24.	<i>1st Apt bldg driveway</i>	
25.	<i>2nd Apt bldg driveway</i>	

26.		S. Palmer Dr & York	
27.	EPD	Marion St & Palmer Dr	
28.		<i>Block 300 driveway</i>	
29.	EPD	N. Palmer Dr & Schiller	
30.		<i>Jewel driveway</i>	
31.		<i>Driveway on Palmer to alley</i>	
32.	EPD	Second St (N. Palmer) & York	
33.	EPD	York & Third St	
34.		<i>Rainbow Restaurant driveway</i>	
35.		<i>Angelo's Restaurant driveway</i>	
36.	EPD	Hahn & York	
37.		<i>Turnaround</i>	
38.		Schiller & York	
39.		<i>Commerce parkway by Wok 'N Fire</i>	

*** Possible additional police for crossing of IC parishoners.**

Barricade Request List

Community Bank of Elmhurst 4 on the 4th 2013

<u>Amount</u>	<u>Location</u>
6	York & Hahn
4	Egg Harbor lot & Schiller
2	Cottage Hill & entrance to Wilder Park
6	Church & Prospect
3	York & Adelia
3	Cottage Hill & St. Charles Rd
4	First & Maple
3	Prospect & Walter
3	Prospect & Alexander
4	Prospect & Park
3	Harbour Terrace & Sturges Pkwy
3	Harbour Terrace & Cottage Hill

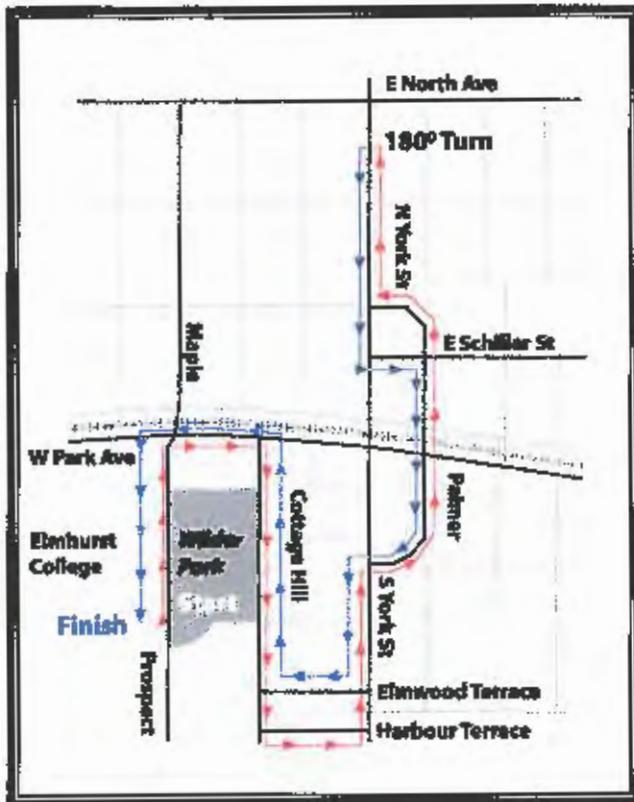
44 total barricades, 140 cones. Race volunteers pick up cones and return them to the Police Department.

Sample of Flyer that's distruted each year
to businesses, churches and residences on race route.

NOTICE - NOTICE - NOTICE

The Community Bank of Elmhurst 4 on the 4th road race will be running by your location, Thursday, July 4, 2013!

Please consider grabbing your coffee cup and cheering on the runners as we have some of the top talent in the area as well as many of your Elmhurst neighbors participating!



The streets will be closed from 6:00 a.m. until approximately 8:15 a.m. to accommodate the runners on the course. Although some streets will reopen shortly after the runners pass, some will remain closed the entire time. Vehicular access to and from your house/business will be limited.

Registration is still open:
www.4on4th.com

The *Community Bank of Elmhurst 4 on the 4th* is a partnership between the Elmhurst Running Club, Inc., and the Community Bank of Elmhurst. This event will raise funds the **Elmhurst Children's Assistance Foundation (ECAF)**. Thank you for your patience and support of our endeavor.

Special thanks to our sponsors (SUBJECT TO UPDATE FOR 2013):

- Title:** Community Bank of Elmhurst
- Gold:** The Runners' Soul, Olympia Chiropractic & Physical Therapy/American MRI, Prairie Path Foot & Ankle Clinic, Swedish Car Parts
- Silver:** ASICS America, Chicago Athlete Magazine, Elmhurst City Centre, Elmhurst College, Elmhurst Park District, Fitz's Pub & Spare Keys, Gray Wolf Group, Inc., Kellogg Food Away From Home - Elmhurst, McDonald's - Elmhurst & Villa Park Pathway Community Church, PepsiCo Chicago, The Elmhurst Independent
- Bronze:** Egg Harbor Café, LeDonne Hardware - Berkeley, Salseria, Sara Lee Food & Beverage.

PRODUCER
 American Specialty Insurance & Risk Services, Inc.
 142 North Main Street
 Roenoke, Indiana 46783

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

INSURED
 USA Track & Field, Inc.
 132 East Washington Street, Suite 800
 Indianapolis, IN 46204

ELMHURST RUNNING CLUB, INC.
 421 S EUCLID AVE
 VILLA PARK, IL 60181

*We will provide
 2013 insurance
 form when it is
 available - likely in
 late January
 - Bob Richards*

INSURERS AFFORDING COVERAGE

INS. A: AXIS Insurance Company
 INS. B:
 INS. C:

CERT NUMBER: 1000934475
 EVENT CODE: 11-21-019

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	POLICY TYPE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS	
A	GL	AXGL03100182-10	11/01/2010 12:01 a.m.	11/01/2011 12:01 a.m.	General Aggregate-Per Event	3,000,000
					Products-Completed Operations Aggregate	3,000,000
					Personal and Advertising Injury	1,000,000
					Each Occurrence	1,000,000
					Damage to Premises Rented to You (Any One Premises)	1,000,000
					Medical Expense Limit (Any One Person)	Excluded

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

- Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.
- The Certificateholder is only an additional insured with respect to liability caused by the negligence of the Named Insured as per Form AXIS 1003-Additional Insured - Certificateholders, but only with respect to the COMMUNITY BANK OF ELMHURST 4 ON THE 4TH on July 04, 2011.

CERTIFICATE HOLDER **CANCELLATION**

CITY OF ELMHURST
 209 N YORK ST
 ELMHURST, IL 60126

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Anthony L. Lister

O- 01 - 2013

**AN ORDINANCE AUTHORIZING
THE PURCHASE OF ONE REPLACEMENT VEHICLE FOR
THE CITY OF ELMHURST PUBLIC WORKS DEPARTMENT, UTILITY DIVISION AND
AUTHORIZING THE DISPOSAL OF ONE FORD F250 TRUCK**

WHEREAS, the City of Elmhurst (hereinafter the "City") currently owns PW-95 being one (1) Ford F250 pickup truck (hereinafter the "Existing Vehicle"); and

WHEREAS, the Existing Vehicle is twelve (12) years old, has over 80,500 miles, and has extensive rust in the pickup bed; and

WHEREAS, in the opinion of a majority of the corporate authorities of the City it is advisable, necessary, and in the public interest that the City purchase one (1) 2013 Ford F250 4X4 pick-up truck with snow plow (hereinafter the "New Vehicle"), to be used by the City's Public Works Department, Utility Division, to replace the Existing Vehicle; and

WHEREAS, the Governmental Joint Purchasing Act (30 ILCS 525/00.01 *et seq.*) authorizes governmental units to purchase personal property, supplies, and services jointly with one or more other governmental units through a competitive bidding process; and

WHEREAS, there is currently a Suburban Purchasing Cooperative Joint Purchasing Program (hereinafter the "Program") available permitting communities to purchase competitively-priced

vehicles through the Program, thereby reducing the City's administrative costs for the processing of individual bids; and

WHEREAS, pursuant to the City's Municipal Code Section 3.20 entitled "Bidding and Contract Procedures", subparagraph (g), the City has ". . . the authority to join with other units of government in cooperative purchasing plans when the best interests of the City would be served thereby, and in the case of joint purchasing, the bid and proposal requirements hereinabove shall not apply"; and

WHEREAS, after consideration of the Program, a majority of the corporate authorities find it in the City's best interest to purchase through the Program the one (1) New Vehicle from Currie Motors of Frankfort, Illinois (hereinafter "Currie Motors"); and

WHEREAS, the total cost of the one (1) New Vehicle is Twenty-Six Thousand One Hundred Eighty-Eight (\$26,188.00) Dollars including trade-in; and

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

WHEREAS, the total cost of the New Vehicle from Currie Motors includes a trade-in allowance of One Thousand (\$1,000.00) Dollars for the Existing Vehicle; and

WHEREAS, in the opinion of a majority of the corporate authorities of the City it is advisable, necessary, and in the public interest that the City dispose of existing Unit PW-95 for a trade-in allowance from Currie Motors of One Thousand (\$1,000.00) Dollars.

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

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

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the City participate in the Program for the purchase of the New Vehicle.

Section 3: It is hereby determined that the City, after due negotiation and pursuant to the City's Municipal Code, Section 3.20 (g), has received a satisfactory proposal through the Program from Currie Motors for the City's purchase of the New Vehicle in the amount of Twenty-Six Thousand One Hundred Eighty-Eight (\$26,188.00) Dollars including trade-in.

Section 4: The corporate authorities of the City hereby authorize the trade-in of the Existing Vehicle for the trade-in allowance from Currie Motors of One Thousand (\$1,000.00) Dollars as reflected in the purchase price of the New Vehicle.

Section 5: The City Manager be and is hereby authorized and directed to execute, on behalf of the City of Elmhurst, a purchase order and/or all necessary forms, applications, requisitions, and other documents related to the purchase of the New Vehicle and disposal of the Existing Vehicle.

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

ADOPTED this ____ day of _____, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2013.

Scott M. Levin, Acting Mayor of the City
of Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,
this ____ day of _____, 2013.

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

COUNCIL ACTION SUMMARY

SUBJECT:

An ordinance authorizing the purchase by the City of Elmhurst of one (1) Ford F250 4X4 pickup truck with snow plow for the City's Public Works Department, Utility Department and authorizing the disposal of one(1) existing Ford F250 Pickup Truck.

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the Public Works and Building Committee, the City Attorney prepared an ordinance to authorize the City's purchase of one (1) Ford F250 4X4 pickup truck with snow plow to replace the existing Unit PW-95, in the amount of Twenty-Six Thousand One Hundred Eighty-Eight (\$26,188.00) Dollars through the Suburban Purchasing Cooperative from Currie Motors of Frankfort, Illinois. This sum reflects the trade-in allowance of One Thousand (\$1,000.00) Dollars for the existing Ford F250 pickup truck.

O- 02 - 2013

**AN ORDINANCE AUTHORIZING
THE PURCHASE OF A REPLACEMENT FORKLIFT FOR
THE CITY OF ELMHURST PUBLIC WORKS DEPARTMENT AND
AUTHORIZING THE DISPOSAL OF A 1995 FORKLIFT**

WHEREAS, the City of Elmhurst (hereinafter the "City") currently owns Unit PW-129, which is a 1995 Forklift (hereinafter the "Existing Equipment"); and

WHEREAS, said Existing Equipment has 5,495 hours of use, its hydraulic mast needs rebuilding, and its engine and transmission need to be resealed. The Existing Equipment has exceeded its projected life cycle, and it no longer meets the needs of the Public Works Equipment Maintenance Division; and

WHEREAS, in the opinion of a majority of the corporate authorities of the City of Elmhurst (hereinafter the "City"), it is advisable, necessary, and in the public interest that the City purchase a new forklift (hereinafter the "New Equipment"), to be used by the City's Public Works Department, to replace the Existing Equipment; and

WHEREAS, the City authorized the advertisement of bids for the New Equipment. Pursuant to the authorization a notice soliciting bids was published on October 26, 2012 , in the

Elmhurst Independent newspaper and Instructions to Bidders and bid forms were made available to prospective bidders; and

WHEREAS, the City also sent invitations to bid to four (4) area forklift dealers for the New Equipment; and

WHEREAS, sealed bids were accepted and opened on November 13, 2012; and

WHEREAS, the City received and evaluated bids from four (4) forklift dealers; and

WHEREAS, the Public Works and Building Committee (hereinafter the "Committee") reviewed the bid received from National Lift Truck (hereinafter "National") of Franklin Park, Illinois, and recommended the bid for the purchase of the New Equipment; and

WHEREAS, the total cost of the New Equipment is Twenty-One Thousand Three Hundred Fifty (\$21,350.00) Dollars including the trade-in allowance for the Existing Equipment; and

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

WHEREAS, in the opinion of a majority of the corporate authorities of the City it is advisable, necessary, and in the public interest that the City dispose of One (1) forklift, for a trade-in allowance from National of Four Thousand (\$4,000.00) Dollars; and

WHEREAS, National has not been disqualified from bidding and its bid has met, without exception, all of the requirements of the bid specifications.

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

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

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the City purchases from National one (1) forklift to replace Existing Unit PW-129 for the amount of Twenty-One Thousand Three Hundred Fifty (\$21,350.00) Dollars. This sum reflects the trade-in allowance of Four Thousand (\$4,000.00) Dollars for the disposal of the existing forklift Unit PW-129.

Section 3: It is hereby determined that the City has received a satisfactory bid from National for the City's purchase of the New Equipment and disposal of the Existing Equipment.

Section 4: The corporate authorities of the City hereby authorize the trade-in of the Existing Equipment.

Section 5: The City Manager be and is hereby authorized and directed to execute, on behalf of the City of Elmhurst, a purchase order and/or all necessary forms, applications, requisitions, and other documents related to the purchase of the New Equipment and disposal of the Existing Equipment.

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

ADOPTED this ____ day of _____, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2013.

Scott M. Levin, Acting Mayor of the City
of Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,
this ____ day of _____, 2013.

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

COUNCIL ACTION SUMMARY

SUBJECT:

An ordinance authorizing the purchase of one (1) replacement forklift for the City of Elmhurst Public Works Department and authorizing the disposal of one (1) 1995 forklift.

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the Public Works and Building Committee, the City Attorney prepared an ordinance to authorize the City's purchase of one (1) forklift to replace the existing Unit PW-129, in the amount of Twenty-One Thousand Three Hundred Fifty (\$21,350.00) Dollars from National Lift Truck of Franklin Park, Illinois. This sum reflects the trade-in allowance of Four Thousand (\$4,000.00) Dollars for the City's existing 1995 forklift.

O- 03 - 2013

**AN ORDINANCE AUTHORIZING
THE PURCHASE OF A REPLACEMENT DUAL AUGER DUMP BODY FOR
ITS STERLING PLOW TRUCK, UNIT PW-6
THE CITY OF ELMHURST PUBLIC WORKS DEPARTMENT**

WHEREAS, the City of Elmhurst (hereinafter the “City”) currently owns Unit PW-6, which is a Sterling Plow Truck with a V-Box salt spreader and an underbody plow (hereinafter the “Existing Equipment”). This Unit is used for snow removal and salting operations and for construction projects; and

WHEREAS, said Existing Equipment has 38,000 miles, but it has a steel dump body that has rusted through the main body frame and no longer meets the needs of the Public Works Streets Division; and

WHEREAS, the Existing Equipment was scheduled for replacement in 2015 at an estimated cost of One Hundred Fifty Thousand (\$150,000.00) Dollars; and

WHEREAS, the City researched options to repair the Existing Equipment and determined that if the City purchased a replacement stainless dump body (hereinafter the “Replacement Part”) for Unit PW-6 that this Unit would be serviceable until at least 2017; and

WHEREAS, in the opinion of a majority of the corporate authorities of the City of Elmhurst it is advisable, necessary, and in the public interest that the City purchase a replacement stainless, dual-auger, dump body to be installed on Unit PW-6; and

WHEREAS, the City authorized the advertisement of bids for the Replacement Part. Pursuant to the authorization a notice soliciting bids was published on October 26, 2012, in the *Elmhurst Independent* newspaper and Instructions to Bidders and bid forms were made available to prospective bidders; and

WHEREAS, the City also sent invitations to bid to four (4) area dealers for the Replacement Part; and

WHEREAS, sealed bids were accepted and opened on November 13, 2012; and

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

WHEREAS, the Public Works and Building Committee (hereinafter the "Committee") reviewed the bid received from Lindco Equipment Sales (hereinafter "Lindco") of Merrillville, Indiana, and recommended the bid for the purchase of the Replacement Part; and

WHEREAS, the total cost of the Replacement Part is Thirty-Two Thousand Four Hundred Thirty (\$32,432.00) Dollars; and

WHEREAS, Lindco has not been disqualified from bidding and its bid has met, without exception, all of the requirements of the bid specifications.

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

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

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the City purchases from Lindco one (1) stainless, dual auger, dump body for Unit PW-6 for the amount of Thirty-Two Thousand Four Hundred Thirty (\$32,432.00) Dollars.

Section 3: It is hereby determined that the City has received a satisfactory bid from Lindco for the City's purchase of the Replacement Part.

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

Section 5: This Ordinance shall be in full force and effect upon and after its passage, approval and publication in the manner provided by law.

ADOPTED this ____ day of _____, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2013.

Scott M. Levin, Acting Mayor of the City
of Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,
this ____ day of _____, 2013.

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

COUNCIL ACTION SUMMARY

SUBJECT:

An ordinance authorizing the purchase of one (1) stainless, dual auger, dump body replacement part for Unit PW-6, which is a Sterling Plow Truck with a V-Box salt spreader, used in the City's Public Works Streets Division.

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the Public Works and Building Committee, the City Attorney prepared an ordinance to authorize the City's purchase of one (1) stainless, dual auger, dump body replacement part for Unit PW-6 in the amount of Thirty-Two Thousand Four Hundred Thirty (\$32,432.00) Dollars from Lindco Equipment Sales of Merrillville, Indiana.

O - 04 - 2013

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF AN AGREEMENT
FOR REFUSE AND RECYCLING SERVICES
BY AND BETWEEN
ALLIED WASTE SERVICES OF NORTH AMERICA, LLC AND
THE CITY OF ELMHURST**

WHEREAS, in the opinion of a majority of the corporate authorities of the City of Elmhurst (the "City"), it is advisable, necessary and in the public interest that the City contract for refuse and recycling services (the "Services") within the City; and

WHEREAS, the City's Public Works and Building Committee (hereinafter the "Committee") prepared Requests for Qualifications and Proposals from licensed refuse and recycling companies; and

WHEREAS, the City received six Statements of Qualification and sealed Proposals from six vendors; and

WHEREAS, the Committee selected four proposals to be opened; and on Monday, December 10, 2012, the Committee reviewed the four proposals along with the vendors' qualifications; and

WHEREAS, of the four proposals received, only three of the proposals provided for refuse and recycling services for the entire community on a three-day schedule; and

WHEREAS, the Committee evaluated the proposals and recommends that the City accept Allied Waste Services of North America, LLC's proposal for the Services; and

WHEREAS, pursuant to Section 3.20 (1) (1) entitled "Bidding and Contract Procedures" of the City's Municipal Code and Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1), when it is in the best interest of the City, the corporate authorities of the City have authority to waive competitive bidding for goods or services if authorized by a two-thirds (2/3) vote of all aldermen elected to office; and

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: That the corporate authorities of the City do hereby waive the requirement of competitive bidding pursuant to Section 3.20 (a) (1) entitled, "Bidding and Contract Procedures" of the City's Municipal Code and Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1).

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 Agreement for Refuse and Recycling Services with Allied Waste Services of North America, LLC, 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 by two-thirds (2/3) vote of the Aldermen and approval in accordance with law.

ADOPTED this _____ day of January, 2013, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of January, 2013.

Scott M. Levin, Acting Mayor of the City of
Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,
this _____ day of November, 2013.

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

Exhibit "A"

**Refuse and Recycling Services Agreement
By and Between
Allied Waste Services of North America, LLC
And
The City of Elmhurst**

Residential Solid Waste Collection and Disposal Services Agreement

THIS AGREEMENT (“Agreement”) made and entered into this ____ day of _____, 2013, by and between the City of Elmhurst, an Illinois municipal corporation (the “City”) and Allied Waste Services of North America, LLC, a Delaware limited liability company, which is authorized to do business in the State of Illinois (the “Contractor”).

WITNESSED, THAT in consideration of the covenants and agreements herein contained, to be performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. The Contractor is hereby granted the sole and exclusive franchise, license and privilege within the territorial jurisdiction of the City and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to collect Refuse, Recyclables and Yard Waste materials during term of this Agreement for the areas and types of residential dwellings identified in the City’s Request For Proposals (“RFP”).
2. The Contractor shall perform residential solid waste collection and disposal services for the City in full accordance with the terms and conditions contained within the City’s RFP and the Agreement Documents.
3. The Agreement Documents shall include all the documents identified in the City’s RFP, and this Agreement does hereby expressly incorporate the same fully herein as if set forth verbatim in this Agreement.
4. The Agreement Documents shall also include the Contractor’s bid proposal, and this Agreement does hereby expressly incorporate the same fully herein as if set forth verbatim in this Agreement.
5. All provisions of the Agreement Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Agreement shall be made except upon written consent of the parties. No amendment shall be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.
6. The Certification Form attached to this Agreement is incorporated herein as if set forth verbatim in this Agreement.
7. The initial term of this Agreement shall be from April 1, 2013 (the “Effective Date”) until March 31, 2018.
8. At the expiration of the initial term of this Agreement, the City may renew and extend this Agreement for an additional three (3) years by giving written notice to the Contractor of its desire to so extend the Agreement no later than one hundred fifty (150) days prior to the end of the initial term of this Agreement. The terms and conditions as applicable to the initial term shall apply to the extended terms except for the pricing and such other changes as may be mutually agreed upon by the City and the Contractor. Among the factors to be considered in determining new rates shall be increased or decreased costs incurred by the Contractor, and increases in the Contractor’s productivity, the Contractor’s service since the beginning of the Agreement, and prices paid in comparable communities. In the event the City and the Contractor are unable to agree upon a suitable price, either party may terminate this Agreement by written notice to the other party at least ninety (90) days prior to the expiration date of this agreement.

9. In regards to insurance coverage, all such insurance policies will be primary insurance with respect to the City, its officials, employees, and volunteers without the right of contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII and shall contain a provision that any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees and volunteers. Coverage shall state 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. Contractor shall furnish the City with a certificate of insurance and original endorsements affecting coverage. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Such certificate: (i) will also provide for 30 days prior written notice to the City by certified mail, return receipt requested before a policy is suspended, voided, canceled, or reduced in coverage or limits; (ii) shall show City, its officials, employees and volunteers as an additional insured under the Automobile and General Liability policies, but only to the extent of the Contractor's negligence; and, (iii) shall contain waivers of subrogation in favor of City except with respect to the sole negligence or willful misconduct of City. In addition, the following requirements apply:

- The Commercial General Liability policy must include Contractual Liability coverage specifically covering Contractor's Indemnification of City herein.
- Coverage must be provided for Products/Completed Operations.
- The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.

The insurance coverage specified herein constitutes the minimum requirement and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of this Agreement, or supersede applicable minimum requirements as set by law from time to time. The Contractor shall procure and maintain, at its sole cost and expense, any additional kinds and amounts of insurance which, in the Contractor's own judgment, may be necessary for its proper protection in the prosecution of its duties under this Agreement.

The Contractor shall defend, indemnify, and forever keep and hold the City, its officials, employees, and volunteers harmless, but only to the extent of Contractor's negligence, against any and all claims for injuries, death, loss, damages, charges, and claims of every type, nature, and description (including without limitation, environmental and patent claims), suits, liabilities, judgments, reasonable attorneys' fees, costs, and expenses in any manner connected with this Agreement or the services rendered hereunder.

The Contractor expressly understands and agrees that any Performance Bond or insurance policy required of Contractor, or otherwise provided by this Agreement, shall in no way limit its responsibility to defend, indemnify, keep and hold harmless and defend the City, its officials, employees, and volunteers as provided in this Agreement.

The Contractor's duty to comply with all applicable laws, ordinances and regulations and to indemnify and insure the City, its officials, employees, and volunteers shall survive the termination of this Agreement.

The Agreement or shall furnish a performance bond in the penal sum of \$1,000,000.00 executed by a responsible Surety Company rated AAA or better by Best's Insurance Reports and licensed to do business in the State of Illinois. Said performance bond shall guarantee performance of this Agreement by the Contractor during the term of the Agreement and any extension thereof, and

shall indemnify the City against any loss resulting from any failure of the performance by the Contractor. The performance bond shall be conditioned upon the faithful performance by the Contractor of its obligations under this Agreement and upon its full compliance with all applicable laws, ordinances, and regulations.

10. Within thirty (30) days of notification from the City, the Contractor will provide Refuse, Recyclables, and Yard Waste collection and disposal services of the same frequency and quality required by the Agreement to newly developed or annexed areas of the City.
11. The City may immediately terminate this Agreement if Contractor fails to perform any of its obligations under this Agreement and fails to cure the failure within thirty (30) days of written notice, except as otherwise provided for within the City's RFP, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business assets, or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of the rights of creditors.
12. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby.
13. The failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless made in writing. Any waiver by a party for one or more similar events shall not be construed to apply to any other events whether similar or not.
14. This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Agreement.
15. The Contractor agrees to comply with all laws, executive orders, rules and regulations applicable to the Contractor's performance of its obligations under this Agreement, to keep all of the Contractor's required licenses and certifications valid and current. All such relevant provisions are incorporated herein by reference.
16. If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses and court or other costs incurred in such litigation or proceeding.
17. The Contractor shall not cause or permit the filing of any liens on any of the City's property. In the event such a lien is filed and the Contractor fails to remove it within ten (10) days after the date of filing, the City shall have the right to pay or bond over such lien at the Contractor's sole cost and expense.
18. Any notice or statement by any party shall be deemed to be sufficiently given (unless otherwise stated) if delivered in person, sent by United States certified mail, postage prepaid, return receipt requested, or sent by overnight delivery to the notified party at its address as set forth herein:

CITY:
City of Elmhurst
Attn: City Manager's Office
209 N. York Street
Elmhurst, Illinois 60126
630-530-3010

CONTRACTOR:
Allied Waste Services of North America, LLC
Attn: Richard Van der Molen
5050 West Lake Street
Melrose Park, Illinois 60160
708-498-5228

These addresses shall remain in effect, unless another address is substituted by written notice. Notwithstanding the above, the City may orally provide the Contractor with any notice required or permitted by this Agreement, provided that such notice shall also be sent as required by this Paragraph within ten (10) business days from the date of such oral notice.

- 19. Each party hereto represents and warrants that it is authorized to enter into this Agreement and that any person or entity executing this Agreement on behalf of such party has the authority to bind such party or the party which they represent, as the case may be.
- 20. This Agreement shall not be amended or modified other than in writing, signed by both parties.
- 21. Upon the expiration of this Agreement, Contractor shall agree to cooperate with any new Contractor in effecting an orderly transition.

ACCEPTED:
CONTRACTOR

By: _____

Print Name: _____

Its: _____

Date: _____

WITNESS:

Print Name: _____

Witness: _____

ACCEPTED:
CITY OF ELMHURST

By: _____

Scott M. Levin, Acting Mayor

Date: _____

ATTEST:

Patty Spencer, City Clerk

CERTIFICATION FORM

The assurances hereinafter made by Allied Waste Services of North America, LLC, a Delaware limited liability company (the “Contractor”) are each a material representation of fact upon which reliance is placed by the City of Elmhurst (the “City”) in entering into the Agreement with the Contractor. The City may terminate the Agreement if it is later determined that the Contractor rendered a false or erroneous assurance.

I, _____, hereby certify that I am the _____,
(Name of Person Certifying) (Office of Person Certifying)
of Contractor and as such hereby represent and warrant to the City, that the Contractor and its shareholders holding more than five percent (7%) 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 5 ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;

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

- (A) 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 Agreement, the employee will:
 - i. Abide by the terms of the statement;
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

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

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

- (D) no officer or employee of the City has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of the City Code of the City of Elmhurst;
- (E) the Contractor has not given to any officer or employee of the City any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of the City Code of the City of Elmhurst;
- (F) neither the Contractor 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 the Contractor 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; and
- (G) the Contractor acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this Agreement are considered a public record of the City; and therefore, within thirty (30) days of completion of the work required of the Contractor under this Agreement, the Contractor shall produce to the City, in electronic format, all records that directly relate to the governmental function performed by the Contractor under this Agreement at no additional cost to the City and furthermore, the Contractor shall review its records and promptly produce to the City any additional records in the Contractor's possession which the City requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the Contractor shall produce to the City such records within three (3) business days of a request for such records from the City at no additional cost to the City.

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

COUNCIL ACTION SUMMARY

SUBJECT: Ordinance Approving and Authorizing the Execution of an Agreement for Refuse and Recycling Services by and between Allied Waste Services of North America, LLC and the City of Elmhurst

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 Agreement for Refuse and Recycling Services by and between Allied Waste Services of North America, LLC the City of Elmhurst for providing refuse and recycling services for the City.

MCO - 01 - 2013

AN ORDINANCE AMENDING ARTICLE IV ENTITLED, "RATES AND CHARGES," OF CHAPTER 7 ENTITLED, "WATER AND SEWERS," OF THE MUNICIPAL CODE OF ORDINANCES OF THE CITY OF ELMHURST, ILLINOIS

WHEREAS, the City of Elmhurst (the "City") deems it necessary and desirable to amend Chapter 7, entitled "Water and Sewers," of the City's Municipal Code.

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

SECTION 1. Section 7.200 entitled, "Water service charges," of Article IV entitled, "Rates and Charges," of Chapter 7 entitled, "Water and Sewers," of the City's Municipal Code of Ordinances is amended as follows:

By deleting Section 7.200 (a) in its entirety and replacing it with the following:

"7.200 Water Service Charges.

- (a) Rate. The following are the rates per cubic meter and minimum charges for water service, except as modified in other portions of this Article:

Water Rates	Class 1 Use	Class 2 Use
Quantity Charge (Per cubic meter)	\$1.90	\$2.84
Bimonthly Minimum Charge (3 cubic meters or less)	\$5.70	\$8.52

Quantities expressed in this section may be expressed by equivalent quantities on the basis that one cubic meter equals 264.2 gallons."

SECTION 2. Section 7.205 entitled, "Minimum charge," of Article IV entitled, "Rates and Charges," of Chapter 7 entitled, "Water and Sewers," of the City's Municipal Code of Ordinances is amended as follows:

By deleting Section 7.205 (a) in its entirety and replacing it with the following:

- (a) There shall be and is hereby established a minimum charge for the cost of providing billing services and not more than three (3) cubic meters of water bimonthly. A minimum charge of five dollars and seventy cents (\$5.70) for

Class 1 Users and eight dollars and fifty-two cents (\$8.52) for Class 2 Users for water and four dollars and five cents (\$4.05) for Class 1 Users and four dollars and five cents (\$4.05) for Class 2 Users for wastewater/sewer shall be applied to all users whose water service does not exceed three (3) cubic meters (792.6 gallons) bimonthly.”

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

SECTION 4. This Ordinance shall be in full force and effect from and after its passage, approval and publication in accordance with law.

ADOPTED this ____ day of _____, 2013, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2013.

Scott M. Levin, Acting Mayor of the City of
Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,
this ____ day of _____, 2013.

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

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance Amending Article IV entitled, "Rates and Charges," of Chapter 7 entitled, "Water and Sewers," of the Municipal Code of Ordinances of the City of Elmhurst, Illinois

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the Finance, Council Affairs and Administrative Services Committee, the City Attorney prepared an ordinance amending Article IV entitled, "Rates and Charges," of Chapter 7 entitled, "Water and Sewers," of the City's Municipal Code of Ordinances. Said ordinance reflects the City's implementation of water rate changes due to the DuPage Water Commission's increase in water rates which shall be charged to the City effective January 1, 2013.

MCO - 02 - 2013

AN ORDINANCE AMENDING SECTION 44.68.3 ENTITLED, “NO RIGHT TURN ON RED WHEN PEDESTRIANS ARE PRESENT INTERSECTIONS ENUMERATED” OF ARTICLE V ENTITLED, “DRIVING, OVERTAKING AND PASSING,” OF CHAPTER 44 ENTITLED, “MOTOR VEHICLES AND TRAFFIC” OF THE MUNICIPAL CODE OF ORDINANCES OF THE CITY OF ELMHURST, ILLINOIS

WHEREAS, pursuant to 625 ILCS 5/11-208(a)(9), the City of Elmhurst (the “City”) is empowered to regulate the turning of vehicles at intersections within its jurisdiction; and

WHEREAS, Section 44.68.3 entitled, “No right turn on red when pedestrians are present intersections enumerated,” of Article V entitled, “Driving, Overtaking And Passing,” of Chapter 44 entitled, “Motor Vehicles and Traffic,” of the City’s Municipal Code of Ordinances lists the intersection in the City whereby right turns on red are prohibited when pedestrians are present; and

WHEREAS, the City reviewed the intersection of northbound York Street and eastbound Robert Palmer Drive and determined that the installation of a sign indicating “No Turn on Red When Pedestrians are Present” is appropriate at said intersection; and

WHEREAS, the City deems it necessary, desirable and in the best interest of the public to amend Section 44.68.3 of the City’s Municipal Code of Ordinances to reflect the installation of said signage at northbound York Street to eastbound Robert Palmer Drive.

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

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

Section 2: Section 44.68.3 entitled, “No right turn on red when pedestrians are present intersections enumerated,” of Article V entitled, “Driving, Overtaking And Passing,” of Chapter 44 entitled, “Motor Vehicles and Traffic,” of the City’s Municipal Code of Ordinances of is hereby amended as follows:

By adding the following language under Section 44.68.3(a) in proper numerical order:

- “(a) Northbound
- ...
- (2) York Street at Robert Palmer Drive”

Section 3: The Chief of Police shall cause the appropriate signage to be posted at the location of northbound York Street to eastbound Robert Palmer Drive.

Section 4: All ordinances or parts of ordinances in conflict with this Ordinance are hereby amended to the extent of the conflict.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ADOPTED this ____ day of _____, 2013, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2013.

Scott M. Levin, Acting Mayor of the City of
Elmhurst, DuPage and Cook Counties,
Illinois

ATTESTED and filed in my office,
this ____ day of _____, 2013.

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

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance Amending Section 44.68.3 entitled, “No right turn on red when pedestrians are present intersections enumerated,” of Article V entitled, “Driving, Overtaking And Passing,” of Chapter 44 entitled, “Motor Vehicles and Traffic,” of the Municipal Code of Ordinances of the City of Elmhurst

ORIGINATOR: Public Affairs and Safety Committee and City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the Public Affairs and Safety Committee, the City Attorney prepared an ordinance amending Section 44.68.3 entitled, “No right turn on red when pedestrians are present intersections enumerated,” of Article V entitled, “Driving, Overtaking And Passing,” of Chapter 44 entitled, “Motor Vehicles and Traffic,” of the City’s Municipal Code to reflect the installation of a sign indicating “No Turn on Red When Pedestrians Are Present” at the intersection of northbound York Street and eastbound Robert Palmer Drive.

R - 02 - 2013

**A RESOLUTION AUTHORIZING
THE EXECUTION OF AGREEMENTS FOR OVERHEAD UTILITY RELOCATIONS
AT THE ADDISON STREET PARKING DECK**

WHEREAS, in the opinion of a majority of the corporate authorities of the City of Elmhurst (the “City”) it is advisable, necessary and in the public interest that the City engage Commonwealth Edison (“ComEd”) and AT&T for the provision of overhead utility relocations and reconnection of secondary feeders related to the Addison Street Parking Deck Utility Relocation Project, Project Number 12-0407 (the “Project”); and

WHEREAS, in December 2012, the City contracted with Connelly Electric Co. of Addison, Illinois (“Connelly”) for the Project; however, the work to be performed by ComEd and AT&T was not included in the City’s contract with Connelly.

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

Section 2: The corporate authorities of the City hereby determine that it is advisable, necessary and in the public interest that the City enter into the Customer Work Agreement (the “Agreement”) with ComEd for the Project in an amount not to exceed Ninety-Six Thousand One Hundred Twenty-Nine and 37/100ths Dollars (\$96,129.37).

Section 3: The Acting Mayor is hereby authorized and directed to execute and the City Clerk is hereby authorized and directed to attest to the Agreement with ComEd, which Agreement is attached hereto marked as Exhibit "A" and made a part hereof.

Section 4: The corporate authorities of the City hereby determine that it is advisable, necessary and in the public interest that the City enter into the Special Construction Charge and Invoice ("Invoice") with AT&T for the Project in an amount not to exceed Seventy-One Thousand Four Hundred Twenty-One and 92/100ths Dollars (\$71,421.92).

Section 5: The Acting Mayor is hereby authorized and directed to execute and the City Clerk is hereby authorized and directed to attest to the Invoice with AT&T, which Invoice is attached hereto marked as Exhibit "B" and made a part hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ADOPTED this _____ day of _____, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2013.

Scott M. Levin, Acting Mayor of the City of
Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,
this _____ day of _____, 2013.

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

EXHIBIT "A"

CUSTOMER WORK AGREEMENT

CUSTOMER WORK AGREEMENT

PL#:

CWA#: WD120597 R:0000

Date: 11/20/2012

CITY OF ELMHURST ("Customer") and ComEd ("Company") agree that the Company will furnish at the Customer's expense the labor and materials necessary to do the work for the Customer on or adjacent to the Customer's premises at 209 N YORK ST, ELMHURST, IL 60126, described below.

CUSTOMER WORK AGREEMENT - ELMHURST ALLEY RELOCATION

CHARGES FOR REQUESTED INSTALLATION	\$113,830.87
CREDIT FROM PREVIOUS CONTRACT: WD120731	\$(17,701.50)
TOTAL CUSTOMER CHARGE	\$96,129.37

The Customer agrees to pay to the Company the sum of \$96,129.37, payment in full due prior to beginning of Company work.

The charges listed in this contract are for performing the work identified herein under normal field conditions. If abnormal field conditions are encountered and additional labor and materials are required to complete the work, or if the scope of work is altered, ComEd reserves the right to collect, and the owner agrees to pay, additional money to cover the increased costs.

The sketch, if any, attached hereto is hereby made a part of this Agreement and expressly designates ownership of the facilities referred to.

The Total Customer Charge reflects the scope of work described in this Customer Work Agreement that will be performed by the Company. This does not include charges for the relocation or removal of equipment owned by others, such as cable television or communication companies, that are attached to the Company's poles. It is the Customer's responsibility to contact these other companies to schedule the relocation or removal of their equipment from the poles. These companies will bill the Customer separately for the work they must perform.

Work will be done during the Company's regular working hours, unless otherwise specified.

This Agreement shall be void if not accepted by the Customer within thirty days from date submitted.

Transformers and metering equipment installed in conjunction with this work, shall in all cases, remain the property of the Company.

In the event the work covered by this Agreement cannot be completed within one year from the above date as a result of delays on the part of the Customer or because the Company has been denied access to the premises, the charge to the Customer shall be recomputed based on the level of costs prevailing at the time of completion of the work as stipulated in the Company's General Company Order No. 25.

This agreement is subject to the provisions of the Company's Schedule of Rates and Information and Requirements for Electric Services as on file with the Illinois Commerce Commission.

FOR THE COMPANY:

FOR APPLICANT:

WILLIAM BARNES

Submitted By

Accepted By

Signature

Accepted By

Signature

Print Name

Print Name

Official Capacity

Account Number: 0765276006

Work Task Number: 0754033301

Payment Stamp

Mail Bills To: CITY OF ELMHURST
209 N YORK ST
ELMHURST, IL 60126

**GLENBARD OFFICE
1N423 SWIFT ROAD
LOMBARD, ILLINOIS 60148
847-870-2125**



**CITY OF ELMHURST
209 N YORK ST
ELMHURST, IL 60126**

Date: 11/20/2012

**For Electrical Service To:
209 N YORK ST
ELMHURST, IL**

Enclosed please find a copy of your Customer Work Agreement.
To ensure prompt processing of your agreement please do the following:

Review, sign and date the Customer Work Agreement.
Return the signed copy of the agreement and payment of **\$96,129.37** in the enclosed envelope, to my attention.

Work cannot proceed until we have received the signed document with your remittance and a call to 1-866-NEW-ELEC (1-866-639-3532) letting us know your electrician has completed work and passed required municipal government inspections. Upon approval by our Company, one copy of the document will be returned to you for your records.

If this contract is not returned within 30 days, it will be cancelled.

You may make payments on the ComEd website or by phone. A \$3.50 Bill Matrix, Inc. convenience fee will apply to each electronic payment transaction.

By Internet go to: <https://paymentscomed.billmatrix.com/>
(for payments of \$5,000 or less for Credit/Debit)
(for payments of \$90,000 or less for eCheck)

Or

By Phone, Call (English & Spanish)
1-800-334-7661 (for all payments of \$5,000 or less: Credit, Debit and eCheck)
1-800-588-9477 (for all payments of \$5,000 or less: Credit, Debit and eCheck)

Or

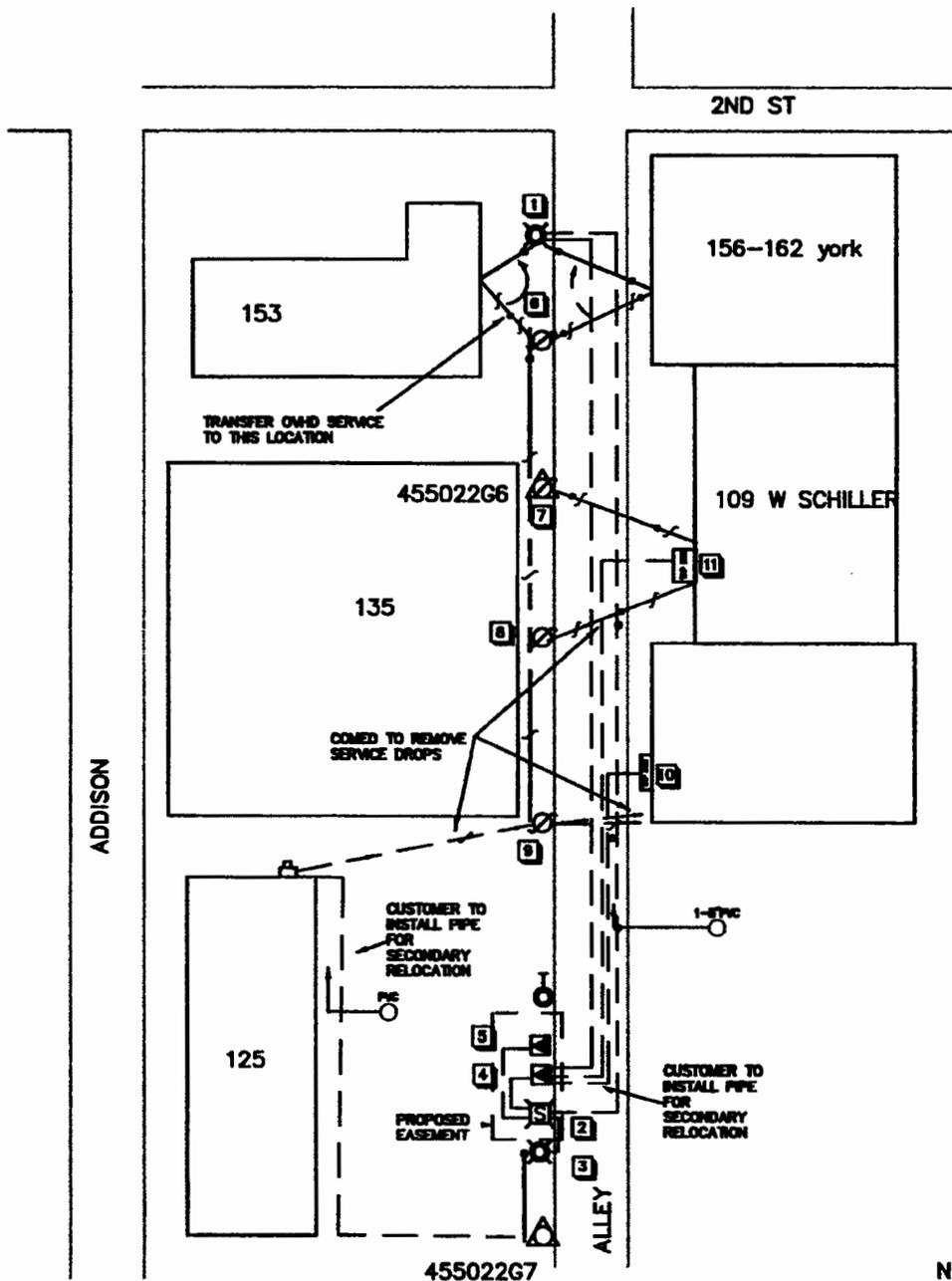
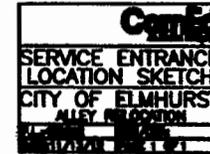
By Customer Service Representatives
1-800-334-7661 (for payments of \$5,000 or less for Credit/Debit)
1-800-334-7661 (for payments of \$90,000 or less for eCheck)

If you have any questions concerning this contract please contact your Field Representative.

Sincerely,

Enclosures

**WILLIAM BARNES
FIELD REPRESENTATIVE
847-870-2125**



NOTES:

LOC 1.COMED TO SET NEW POLE

LOC 1 TO LOC 2. CUSTOMER TO INSTALL 5" PVC SCHEDULE 40(GREY). CONDUIT RUN SHOULD NOT EXCEED MORE THAN 290 DEGREES IN TOTAL BENDS. COMED TO OWN AND AND MAINTAIN CABLE.

LOC 1 TO LOC 4. CUSTOMER TO INSTALL 5" PVC SCHEDULE 40(GREY). CONDUIT RUN SHOULD NOT EXCEED MORE THAN 290 DEGREES IN TOTAL BENDS. COMED TO OWN AND AND MAINTAIN SECONDARY CABLE.

LOC 2. COMED TO INSTALL OWN AND MAINTAIN SWITCHGEAR

LOC 3. COMED TO SET NEW POLE

LOC 4. TRANSFORMER FOR EXISTING CUSTOMERS. COMED TO INSTALL MAINTAIN TRANSFORMER ON CUTOMER INSTALLED , OWNED AND MAINTAINED PAD C5286.D

LOC 4 TO LOC 10. CUSTOMER TO PROVIDE PIPE. COMED TO SUPPLY CABLE.COMED WILL PUSH CUSTOMER TO PULL/ TERMINATE AT TAP BOX.

LOC 5 TO LOC 11.CUSTOMER TO PROVIDE PIPE. COMED TO SUPPLY CABLE.COMED WILL PUSH CUSTOMER TO PULL/ TERMINATE AT TAP BOX.

LOC 5. COMED TO INSTALL MAINTAIN TRANSFORMER ON CUTOMER INSTALLED, OWNED AND MAINTAINED PAD C5286.H

LOC 6. COMED TO REMOVE EQUIPMENT / ATT TO REMOVE POLE

LOC 7. COMED TO REMOVE EQUIPMENT / ATT TO REMOVE POLE

LOC 8.COMED TO REMOVE EQUIPMENT / ATT TO REMOVE POLE

LOC 9. COMED TO REMOVE EQUIPMENT / ATT TO REMOVE POLE

COMED TO REMOVE PRIMARY WIRE AND SECONDARY CABLE.



NOT TO SCALE

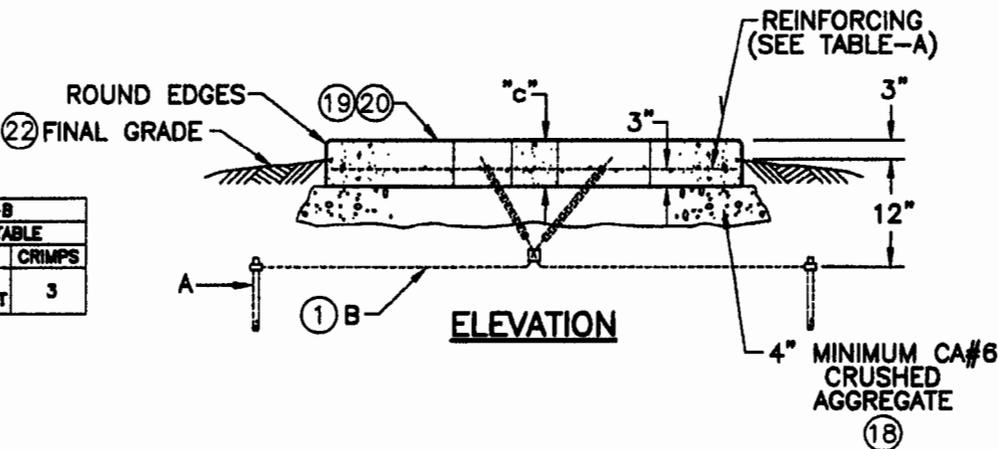
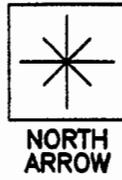
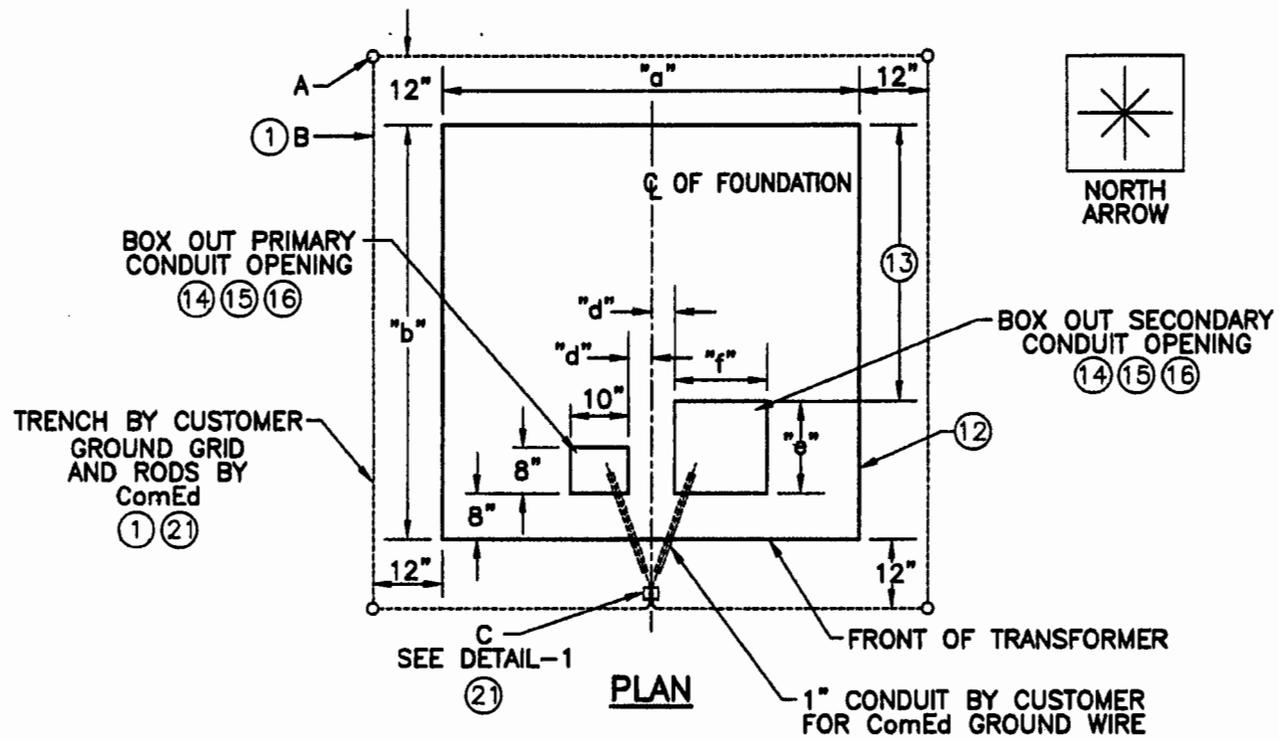


TABLE-B
 PRESSING TABLE

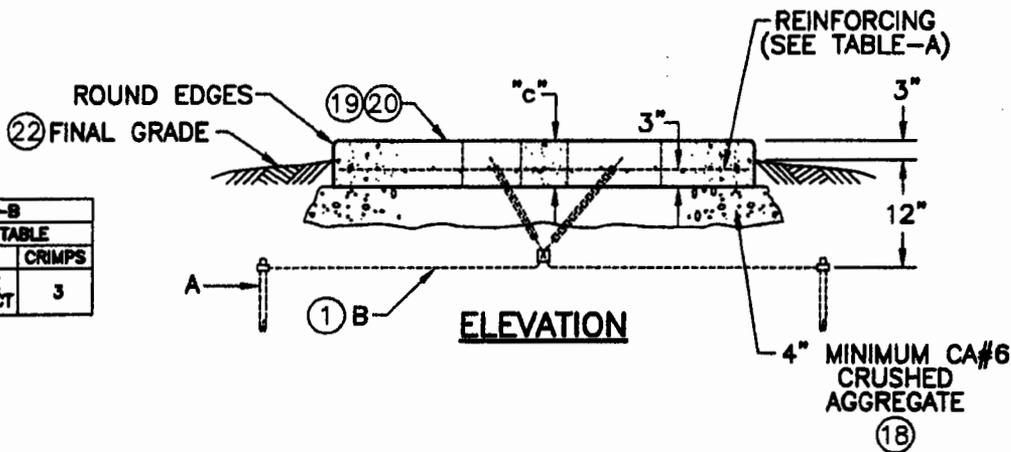
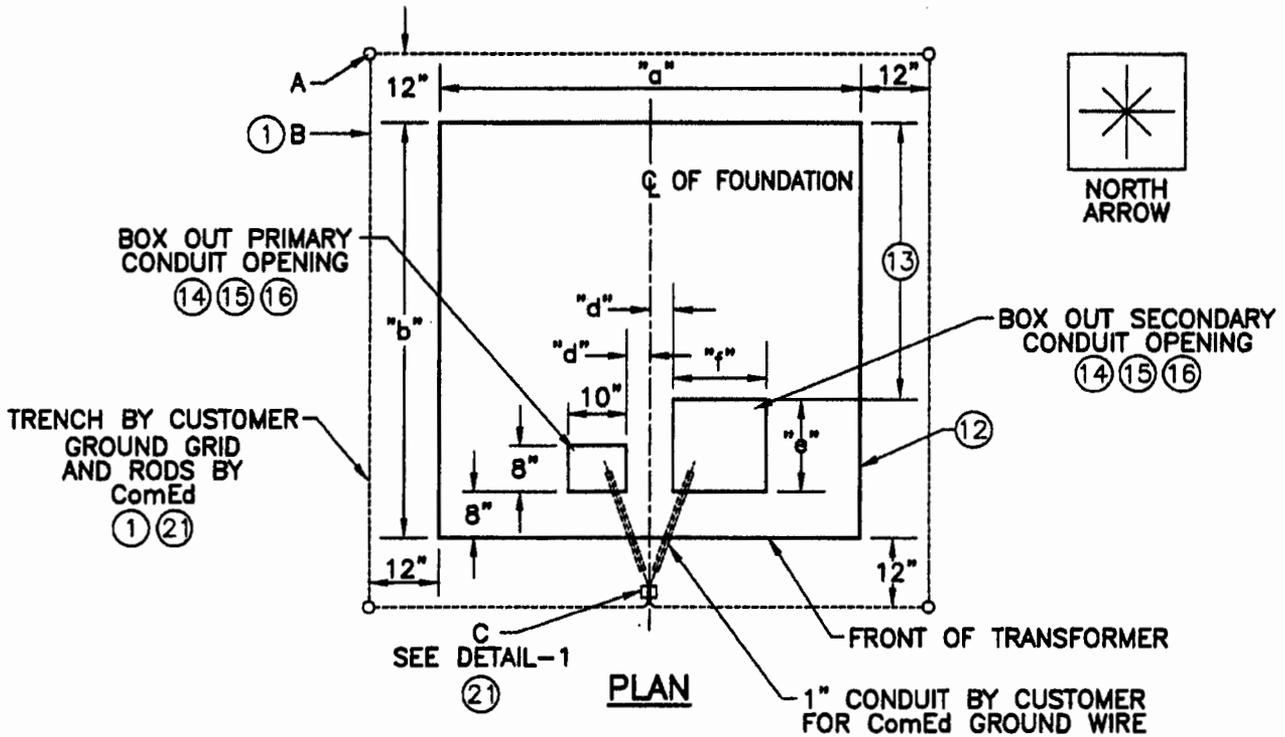
TOOL	DIE	CRIMPS
Y35	U-E U2&YCT	3

TABLE-A

C5286	TRANSFORMER		DIMENSIONS						SECONDARY CONDUIT FORMATIONS				REINFORCING (BARS BOTH WAYS)	ESTIMATING DATA	
	KVA	MIN SEC VOLTAGE	a	b	c	d	e	f	3.5"	MAX NO. (23)	4"	MAX NO. (23)		REINFORCING BARS (FT)	CONCRETE (CU YD)
.B	45	225	208/120	8'-0"	5'-8"	6"	4"	14"	14"	4	4	4	#3 BARS 5" C.C.	159	.54
.C	112.5	300	208/120	8'-0"	5'-8"	6"	4"	14"	18"	6	6	6	#3 BARS 5" C.C.	159	.53
.D	225	500	208/120	7'-0"	6'-6"	6"	4"	18"	18"	9	9	9	#3 BARS 4" C.C.	259	.74
.E	750	750	208/120	7'-0"	6'-6"	6"	4"	18"	26.5"	18	12	12	#4 BARS 6" C.C.	174	.68
.F	45	75	480/277	5'-0"	5'-8"	6"	4"	14"	14"	4	4	4	#2 BARS 4" C.C.	142	.39
.G	112.5	300	480/277	8'-0"	5'-8"	6"	4"	14"	18"	6	6	6	#3 BARS 5" C.C.	159	.53
.H	225	1000	480/277	8'-0"	7'-0"	7"	4"	18"	18"	9	9	9	#4 BARS 5" C.C.	266	.94
.J	1500	2500	480/277	8'-6"	8'-8"	8"	4"	18"	26.5"	18	12	12	#4 BARS 5" C.C.	330	1.64
.K	500	750	4kV	7'-0"	8'-0"	6"	10"	8"	10"	2	2	2	#4 BARS 5" C.C.	196	.70
.L	1000	2500	4kV	8'-0"	8'-0"	6"	6"	14"	14"	4	4	4	#4 BARS 5" C.C.	292	1.51

ACAD

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TOOL	DIE	CRIMPS
Y35	U-E U26YCT	3

C5286	TRANSFORMER			DIMENSIONS						SECONDARY CONDUIT FORMATIONS				REINFORCING (BARS BOTH WAYS)	ESTIMATING DATA	
	KVA	MIN	MAX	MIN SEC VOLTAGE	a	b	c	d	e	f	3.5"	MAX NO. (23)	4"		MAX NO. (23)	REINFORCING BARS (FT)
.B	45	225	208/120	8'-0"	8'-6"	6"	4"	14"	14"		4		4	#3 BARS 5" C.C.	159	.54
.C	112.5	300	208/120	8'-0"	8'-6"	6"	4"	14"	18"		6		6	#3 BARS 5" C.C.	159	.53
.D	225	500	208/120	7'-0"	8'-6"	6"	4"	18"	18"		9		9	#3 BARS 4" C.C.	256	.74
.E	750	750	208/120	7'-0"	8'-6"	6"	4"	18"	26.5"		18		12	#4 BARS 6" C.C.	174	.68
.F	45	75	480/277	8'-0"	8'-6"	6"	4"	14"	14"		4		4	#2 BARS 4" C.C.	142	.39
.G	112.5	300	480/277	8'-0"	8'-6"	6"	4"	14"	18"		6		6	#3 BARS 5" C.C.	159	.53
.H	225	1000	480/277	8'-0"	7'-0"	7"	4"	18"	18"		9		9	#4 BARS 5" C.C.	266	.94
.J	1500	2500	480/277	8'-6"	8'-6"	8"	4"	18"	26.5"		18		12	#4 BARS 5" C.C.	330	1.64
.K	500	750	4KV	7'-0"	8'-0"	6"	10"	8"	10"		2		2	#4 BARS 5" C.C.	196	.70
.L	1000	2500	4KV	8'-0"	8'-0"	8"	6"	14"	14"		4		4	#4 BARS 5" C.C.	292	1.51

ACAD

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COMMUNITY BANK INSTL REQUIREMENTS

USING COMPARTMENTAL TRANSFORMERS

1. APPLICATION

- 1.1 THE INFORMATION IN THIS STANDARD COVERS GENERAL CONDITIONS AND REQUIREMENTS FOR THE INSTALLATION OF 1-PHASE AND 3-PHASE COMPARTMENTAL TRANSFORMERS FOR A COMMUNITY BANK.

2. GENERAL

- 2.1 THE SERVICE FACILITIES FURNISHED AND INSTALLED BY THE CUSTOMER SHALL BE IN ACCORDANCE WITH ComEd's REQUIREMENTS AND STANDARDS CONTAINED HEREIN, IN OTHER APPROPRIATE STANDARDS, AND IN "ComEd's GENERAL TERMS AND CONDITIONS", IN ADDITION TO A SERVICE ENTRANCE LOCATION SKETCH.
- 2.2 THIS INFORMATION IS RELEVANT TO A TRANSFORMER LOCATION THAT IS ACCEPTABLE TO ComEd. THE SIZE AND LOCATION OF THE SECONDARY SERVICE CONNECTION ON THE CUSTOMER'S PROPERTY IS FURNISHED BY ComEd ON A SEPARATE SERVICE ENTRANCE LOCATION SKETCH.

3. ComEd WILL OWN AND MAINTAIN

- 3.1 COMPARTMENTAL TRANSFORMER, WITH FOUNDATION AND CONDUIT. WHERE REQUIRED BY AGREEMENT IN ComEd's ENGINEERING JUDGMENT, CUSTOMER SHALL FURNISH AND INSTALL A FOUNDATION PER ComEd STANDARD C5286, C5288, C5289 OR C5293 (DEPENDING ON THE TYPE OF TRANSFORMER REQUIRED), INCLUDING CONDUIT BENDS AND TRENCH FOR GROUND WIRE.

THE FOUNDATION SHALL BE LOCATED AS FAR AS PRACTICAL FROM WINDOWS, DOORS, FIRE ESCAPES, ENTRANCES AND VENTILATING DUCTS SO AS NOT TO PRESENT A PHYSICAL OBSTRUCTION. THE FOUNDATION SHALL BE LOCATED AT LEAST 3 FEET (HORIZONTALLY) FROM ANY NATURAL GAS METER, REGULATOR, OR OTHER INSTALLATION; AT LEAST 10 FEET (HORIZONTALLY) FROM ANY L.P. OR PROPANE TANK, REGULATOR, OR OTHER INSTALLATION; AND OUTSIDE OF ANY OTHER N.E.C. HAZARDOUS (CLASSIFIED) LOCATION. IT SHALL BE THE CUSTOMER'S RESPONSIBILITY TO DETERMINE ANY INSURANCE REGULATIONS AFFECTING THE INSTALLATION AND COMMUNICATE THEM TO ComEd BEFORE A LOCATION IS SELECTED AND AGREED TO. FIGURES 1, 2 AND 3 SHOW THE MINIMUM CLEARANCES PERMITTED BY ComEd BETWEEN THE TRANSFORMER INSTALLATION AND BUILDING COMPONENTS. CLEARANCES ARE MEASURED TO THE TRANSFORMER RADIATORS IF THEY ARE WITHIN THESE DIMENSIONS.

- 3.2 VEHICULAR BARRIER WHERE DAMAGE TO THE TRANSFORMER BY VEHICLES IS POSSIBLE. VEHICULAR BARRIER SHALL BE INSTALLED BEFORE TRANSFORMER IS SET. WHERE THE FOUNDATION IS TO BE INSTALLED BY THE CUSTOMER, THE CUSTOMER SHALL ALSO INSTALL THE VEHICULAR BARRIER.
- 3.3 CONDUIT RUN FOR PRIMARY CABLE WHERE REQUIRED BY LOCAL CONDITIONS. WHERE REQUIRED BY AGREEMENT, CUSTOMER SHALL FURNISH AND INSTALL PRIMARY CONDUIT IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS AND LOCATED PER THE SERVICE ENTRANCE LOCATION SKETCH:

1-PHASE TRANSFORMER:

THE CONDUIT RUN SHALL CONSIST OF 3" (MINIMUM) IRON PIPE SIZE CONDUIT, TERMINATING AT THE TRANSFORMER FOUNDATION WITH 3", 90 DEGREE, 36" MINIMUM RADIUS SCHEDULE 40 PLASTIC BENDS OR HOT GALVANIZED RIGID STEEL BENDS PROVIDED WITH GROUND BUSHINGS FOR 1/0 WIRE, OZ GEDNEY TYPE "BLG" OR EQUIVALENT. TOP OF BENDS, INCLUDING GROUND BUSHINGS IF STEEL CONDUIT, SHALL TERMINATE FLUSH WITH TOP OF FOUNDATION, UNLESS OTHERWISE NOTED. FOUNDATION SHALL BE BOXED OUT AROUND CONDUIT ENDS.

3-PHASE TRANSFORMER:

THE CONDUIT RUN SHALL CONSIST OF 4" (MINIMUM) IRON PIPE SIZE CONDUIT, TERMINATING AT THE TRANSFORMER FOUNDATION WITH 4", 90 DEGREE, 36" MINIMUM RADIUS SCHEDULE 40 PLASTIC BENDS OR HOT GALVANIZED RIGID STEEL BENDS PROVIDED WITH GROUND BUSHINGS FOR 1/0 WIRE, OZ GEDNEY TYPE "BLG" OR EQUIVALENT. TOP OF BENDS, INCLUDING GROUND BUSHINGS IF STEEL CONDUIT, SHALL TERMINATE FLUSH WITH TOP OF FOUNDATION, UNLESS OTHERWISE NOTED. FOUNDATION SHALL BE BOXED OUT AROUND CONDUIT ENDS.

TYPES OF APPROVED CONDUIT RUNS			
CONDUIT	SEPARATION BETWEEN CONDUITS	MINIMUM DEPTH TO 3" CONCRETE ENVELOPE*	MINIMUM DEPTH TO CONDUIT WITHOUT CONCRETE ENVELOPE*
HOT GALVANIZED RIGID STEEL	1 1/2"	---	30"
MULTIPLE CONCRETE CONDUIT	---	---	30"
PLASTIC	1 1/2"	30"	30"

* FROM FINAL GRADE.

3. ComEd WILL OWN AND MAINTAIN (CONT'D)

CURVES AND BENDS IN THE CONDUIT RUN SHOULD BE AVOIDED WHEREVER POSSIBLE. WHERE A RUN CONTAINS CURVES IN ANY PLANE OR IF A STRAIGHT RUN EXCEEDS 560 FEET IN LENGTH, ComEd SHALL BE CONSULTED AS TO PERMISSIBLE MAXIMUM LENGTH AND RADIUS OF CURVATURE. MANHOLES, BUILT TO ComEd's STANDARDS, WILL BE REQUIRED WHERE TOTAL DISTANCE EXCEEDS PERMISSIBLE CONDUIT RUN LENGTHS.

THE ENTIRE CONDUIT RUN SHALL BE INSTALLED PER C4171 ON UNDISTURBED OR WELL TAMPED EARTH. CONDUIT SHALL SLOPE A MINIMUM OF 1" PER 100 FEET AND MAY DRAIN EITHER WAY OR IN BOTH DIRECTIONS TO MANHOLE. AFTER INSTALLATION, CONDUIT SHALL BE CHECKED WITH A WIRE BRUSH TYPE MANDREL (DESIGNED FOR THE CONDUIT), AND A #8 GALVANIZED STEEL PULLING WIRE OR 1/4" POLYETHYLENE ROPE SHALL BE LEFT IN DESIGNATED DUCT. ComEd INSPECTOR TO CHECK INSTALLATION OF CONDUIT BEFORE TRENCH IS BACKFILLED. ENDS OF CONDUIT SHALL BE TEMPORARILY SEALED.

IF LARGE STRESS-PRODUCING LOADS, SUCH AS VEHICULAR TRAFFIC, WILL NOT BE PRESENT, THEN THE CUSTOMER MAY, AT HIS EXPENSE AND UNDER ComEd DIRECTION, INSTALL NON-ENCASED SCHEDULE 40 PLASTIC CONDUIT FOR THE ComEd PRIMARY CABLE INSTALLATION.

NON-ENCASED PLASTIC CONDUIT MAY BE INSTALLED IN NON-CONTINUOUS RUNS THAT DO NOT CONTAIN BENDS, SUCH AS WHERE THE PRIMARY CABLE IS DIRECT BURIED AND THEN PUT INTO CONDUIT FOR A SHORT SEGMENT UNDER A SIDEWALK OR PATIO TO MINIMIZE SUBSEQUENT EXCAVATION FOR MAINTENANCE. NON-ENCASED PLASTIC CONDUIT MAY ALSO BE USED FOR CONTINUOUS RUNS, PROVIDED THAT ANY BENDS IN THE RUN SHALL BE RIGID GALVANIZED STEEL, MINIMUM 48" RADIUS. NON-ENCASED PLASTIC CONDUIT SHALL NOT BE USED IN AREAS WITH A HIGH RISK OF LATER DAMAGE BY EXCAVATION OR WHERE MULTIPLE PRIMARY CABLES ARE INSTALLED ALONG A COMMON ROUTE.

▶ THE BOTTOM OF THE TRENCH SHALL BE UNDISTURBED, TAMPED, OR RELATIVELY SMOOTH EARTH. WHERE THE EXCAVATION IS IN ROCK, THE DUCT SHALL BE LAID ON A PROTECTIVE LAYER OF CLEAN TAMPED BACKFILL. ALL BACKFILL SHALL BE FREE OF MATERIALS THAT MAY DAMAGE THE DUCT.

THE CONDUIT SHALL BE SUITABLY RESTRAINED BY BACKFILL TO MAINTAIN ITS DESIGN POSITION UNDER THE STRESS OF INSTALLATION PROCEDURES, CABLE PULLING OPERATIONS, AND OTHER CONDITIONS SUCH AS SETTLING AND HYDRAULIC OR FROST UPLIFT. THE LOCATION OF BURIED CONDUIT ENDS SHALL BE PERMANENTLY MARKED BY THE CUSTOMER. AFTER INSTALLATION, CONDUIT LENGTHS GREATER THAN 20 FEET SHALL BE CHECKED WITH A WIRE BRUSH MANDREL (DESIGNED FOR THE CONDUIT) AND A #8 GALVANIZED STEEL PULLING WIRE OR 1/4" POLYETHYLENE ROPE SHALL BE LEFT IN THE CONDUIT. CONDUIT SHALL BE SIZED PER ComEd SPECIFICATIONS AND SHALL BE SCHEDULE 40 PLASTIC BURIED A MINIMUM OF 30 " BELOW GRADE.

- 3.4 PRIMARY CABLE AND TERMINATIONS AT THE TRANSFORMER. ComEd SHALL CONNECT AT THE TRANSFORMER.
- 3.5 THE PORTION OF THE UNDERGROUND SECONDARY SERVICE CONNECTION BETWEEN ComEd EQUIPMENT AND THE PROPERTY LINE, WHEN THE SERVICE CONNECTION IS INSTALLED IN CONDUIT, INCLUDING CONDUIT, SERVICE PEDESTAL (IF REQUIRED) AND CABLE. WHERE THE SERVICE CONNECTION EXTENDS IN CONDUIT BEYOND THE PROPERTY LINE, ComEd SHALL FURNISH AND FEED THE ADDITIONAL CABLE LENGTH AS NONSTANDARD FACILITIES, AND THE CUSTOMER SHALL PULL IN THE CABLE. ComEd SHALL CONNECT THE CABLE AT THE TRANSFORMER OR OTHER ComEd EQUIPMENT.
- 3.6 WHEN A CUSTOMER INSTALLS A JUNCTION CABINET, ComEd WILL FURNISH, INSTALL, AND CONNECT SECONDARY CABLE AND LUGS FROM TRANSFORMER TERMINALS TO THE BUS IN THE JUNCTION CABINET. THE CUSTOMER SHALL FURNISH, INSTALL, OWN, MAINTAIN AND CONNECT SECONDARY CABLE AND LUGS FROM THE MAIN SWITCH TO DESIGNATED LOCATIONS ON THE BUS IN THE JUNCTION CABINET. THE CUSTOMER SHALL OWN AND MAINTAIN THE JUNCTION CABINET.

4. CUSTOMER SHALL FURNISH, INSTALL, OWN AND MAINTAIN:

- 4.1 CONDUIT, WHERE REQUIRED, BETWEEN ComEd DUCTS AT THE PROPERTY LINE AND THE CUSTOMER'S SERVICE ENTRANCE EQUIPMENT, INCLUDING ANY COUPLER REQUIRED TO CONNECT TO ComEd's DUCTS. SUCH CONNECTION SHALL BE WATERTIGHT. CONDUIT INSTALLED SHALL COMPLY WITH LOCAL CODES AND BE THE SAME SIZE AND FORMATION AS ComEd DUCTS.

THE CUSTOMER MAY ELECT, INSTEAD, TO FURNISH, INSTALL BY DIRECT BURIAL, OWN AND MAINTAIN SUITABLE SECONDARY CABLE BETWEEN ComEd EQUIPMENT AT THE PROPERTY LINE AND THE SERVICE ENTRANCE EQUIPMENT. SUCH CABLE SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES. WHERE SUCH CABLE CANNOT BE CONNECTED TO ComEd EQUIPMENT USING ComEd's STANDARD CONNECTORS, CUSTOMER SHALL ALSO FURNISH AND INSTALL SUITABLE CONNECTORS.

- 4.2 A PLAN CONFIRMING THE LOCATION AND NATURE OF ALL FACILITIES TO BE INSTALLED BY THE CUSTOMER.

CLEARANCES TO BUILDINGS (SEE 3.1)

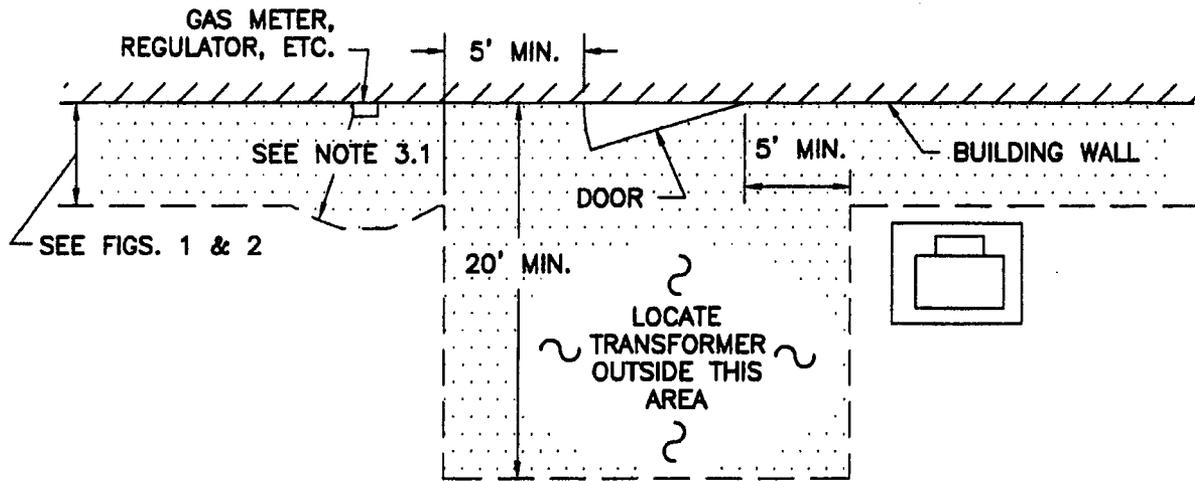
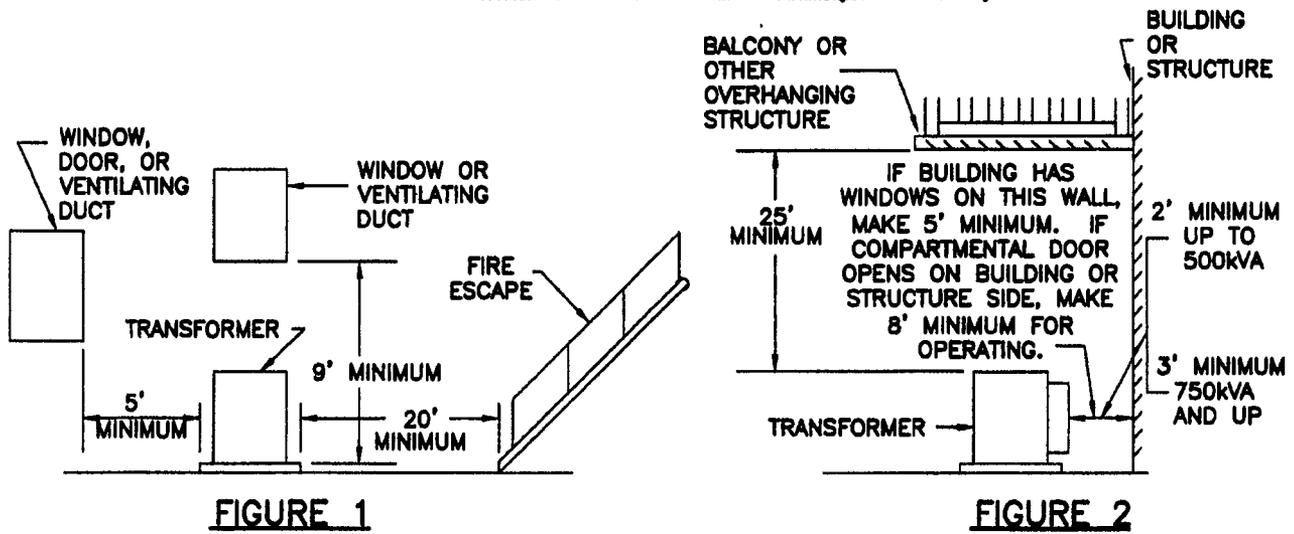


FIGURE 3
 CLEARANCE TO DOOR OR GAS FIXTURE

EXHIBIT "B"

SPECIAL CONSTRUCTION CHARGE AND INVOICE

CDSR0032-12.0
CW2594
AT&T ILLINOIS



Estimate of Cost and Authority to Work Special Construction Charge and Invoice

Page 2 of 2
12/13/2012

ACTUAL COST BASIS

Customer Request Number : 160537
Project Number : 8801775

Date : 12/13/2012
Customer ID : 127422

DESCRIPTION OF CUSTOM WORK:

REVISED QUOTE TO RELOCATE AERIAL FACILITIES TO BURIED @ 135 NORTH ADDISON AVENUE, ELMHURST, IL. WORK REQUIRES PREPAYMENT AND SIGNED CONTRACT.

ESTIMATED COST FOR CUSTOM WORK: \$ 71,421.92

Applicant understands that pursuant to the tariffs on file with the FCC and with the State of Illinois and/or in order to induce AT&T to relinquish or modify its property right, it is my responsibility to pay these costs incurred by Illinois Bell Telephone Company, d/b/a SBC Illinois, an Illinois corporation to complete the work requested.

Applicant has asked AT&T to perform the above-described custom work for which Applicant shall pay AT&T the contract price of Seventy-One Thousand Four Hundred Twenty-One Dollars And Ninety-Two Cents/ \$71,421.92 in advance of the start of any AT&T work.

Applicant shall pay for the work on an "Actual Cost" basis. Upon completion of the work, AT&T will compute the actual cost of the work. Any difference between the amount of advance payment and the actual cost will be either paid by the Applicant to AT&T or refunded to Applicant by AT&T as the case may be. Applicant understands that this amount is only an estimate of approximate costs, and that the actual cost incurred by AT&T and for which the Applicant is responsible may be different.

Charges are calculated in accordance with AT&T's ordinary accounting practices under the Uniform System of Accounts for Class A telephone companies and include allocated costs for labor, engineering, materials, transportation, motor vehicles, tool and supply expenses and corporate overhead loadings.

The estimated amount of Seventy-One Thousand Four Hundred Twenty-One Dollars And Ninety-Two Cents/ \$71,421.92 is valid for only sixty (60) days and is therefore subject to change/cancellation after February 11, 2013 if AT&T has not received an executed copy of the Application and advance payment by that date.

If Applicant cancels the work prior to completion, Applicant shall pay AT&T for all costs AT&T has incurred before being notified in writing to cease work.

ACCEPTED FOR APPLICANT:

BY: _____
Printed Name: _____
Title: _____
Date Signed: _____

SEND PAYMENT PAYABLE TO:

AT&T Midwest - CWO Center
220 Wisconsin Avenue - Floor 2,
Waukesha, WI 53186

CDSR0032-12.0
CW2594
AT&T ILLINOIS



**Estimate of Cost and Authority to Work
Special Construction Charge and Invoice**

Page 1 of 2
12/13/2012

ACTUAL COST BASIS

Customer Request Number : 160537
Project Number : 8801775

Date : 12/13/2012
Customer ID : 127422

Billing Information

Billing Party's Name : CITY OF ELMHURST ILLINOIS

Phone : (630) 530-3010

Billing Address : 209 NORTH YORK STREET

CITY OF ELMHURST

ELMHURST, IL 60126

Contact Name : MIKE KOPP

Phone : (630) 530-3010

Work Description & Engineering Remarks : REVISED QUOTE TO RELOCATE AERIAL FACILITIES TO BURIED @ 135 NORTH ADDISON AVENUE, ELMHURST, IL. WORK REQUIRES PREPAYMENT AND SIGNED CONTRACT.

Expenses	Amount
Engineering Labor	\$ 11,093.83
Material Cost	\$ 19,635.55
Construction Labor	\$ 38,396.47
Contractor Cost	\$ 2,296.07
Misc. Tax	\$0.00
Total Estimated Costs	\$ 71,421.92

OSPE Representative: CAROL NIGBOR

Title: Customer Contracts Specialist

Phone #: (262) 970-8432

CERTIFICATION FORM

The assurances hereinafter made by AT&T are each a material representation of fact upon which reliance is placed by the City of Elmhurst (the “City”) in entering into the Agreement with AT&T. The City may terminate the Agreement if it is later determined that AT&T rendered a false or erroneous assurance.

I, _____, hereby certify that I am the _____,
(Name of Person Certifying) (Office of Person Certifying)

of AT&T, and as such hereby represent and warrant to the City, that to the best of my knowledge AT&T, and if it is a partnership, its general partners, and if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, and 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); and
- C. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

In addition, AT&T hereby represents and warrants to the City, that:

- A. AT&T 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. AT&T will provide a drug-free workplace pursuant to 30 ILCS 580/1 *et seq.* (the “Drug-Free Workplace Act”) 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 AT&T’s workplace.
 - b. Specifying the actions that will be taken against employees for violations of such prohibition.
 - c. Notifying employees that, as a condition of employment on such Agreement, employees will:

- i. abide by the terms of the statement; and
 - ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (2) Establishing a drug-free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. AT&T'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 subparagraph (B) (1) to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace;
- (4) Notifying the City within ten (10) days after receiving notice under subparagraph (B) (1) c from an employee or otherwise receiving actual notice of such conviction;
- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a violation of a criminal drug statute occurring in the workplace, 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; and
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

C. In compliance with equal opportunities during the performance of this Agreement, AT&T shall 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 affirmation action to rectify such underutilization;

- D. 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 AT&T; or, if AT&T'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 AT&T, 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 AT&T, AT&T has disclosed to the City in writing the name(s) of the holder of such interest;
- E. To the best of its knowledge, 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 AT&T in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code;
- F. AT&T 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;
- G. In compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), AT&T 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;
- H. To the best of its knowledge, neither AT&T 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 AT&T 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 AT&T or term or condition in this Agreement changes, AT&T shall notify the City in writing within seven (7) days.

Dated: January ____, 2013

AT&T

By: _____

Title: _____

STATE OF ILLINOIS)

)

COUNTY OF _____)

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that _____, known to me to be the _____ of AT&T, 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: This _____ day of _____, 2013

Notary Public

My Commission Expires: _____

COUNCIL ACTION SUMMARY

SUBJECT: Resolution Authorizing the Execution of Agreements for Overhead Utility Relocations at the Addison Street Parking Deck

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the Public Works and Buildings Committee, the City Attorney prepared a resolution authorizing the execution of agreements with Commonwealth Edison and AT&T for the provision of overhead utility relocations and reconnection of secondary feeders related to the Addison Street Parking Deck Utility Relocation Project.

R - 03 - 2013

**A RESOLUTION AUTHORIZING
THE EXECUTION OF A PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT BY AND BETWEEN
UNION PACIFIC RAILROAD COMPANY AND THE CITY OF ELMHURST**

WHEREAS, on March 9, 2012, pursuant to Section 18c-7401(3) of the Illinois Commercial Transportation Law (625 ILCS 5/18c-7401(3)), the City of Elmhurst (the "City") submitted a formal petition to the Illinois Commerce Commission ("ICC") requesting permission to construct a five foot (5') wide pedestrian-rail grade crossing on the east side of the West Avenue (AAR/DOT #174 933J, railroad milepost 16.6) highway-rail grade crossing on Union Pacific Railroad Company's ("UPR") tracks, located within the City's corporate limits (the "Project"); and

WHEREAS, on May 16, 2012, the ICC entered an order between the City and UPR authorizing the City's Project; and

WHEREAS, in the opinion of a majority of the corporate authorities of the City it is advisable, necessary and in the public interest that the City enter into a Public Highway At-Grade Crossing Agreement with UPR for the Project (the "Agreement").

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

Section 2: The Acting Mayor is hereby authorized and directed to execute and the City Clerk is hereby authorized and directed to attest to the Agreement with UPR, which Agreement is attached hereto marked as Exhibit "A" and made a part hereof.

Section3: This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED this _____ day of _____, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2013.

Scott M. Levin, Acting Mayor of the City of
Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,
this _____ day of _____, 2013.

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

EXHIBIT "A"

PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

PUBLIC HIGHWAY AT-GRADE
CROSSING AGREEMENT

BETWEEN

UNION PACIFIC RAILROAD COMPANY

AND THE

CITY OF ELMHURST

COVERING THE

IMPROVEMENT OF THE WEST AVENUE AT-GRADE PUBLIC
ROAD CROSSING

AT

RAILROAD MILE POST 16.66 – GENEVA SUBDIVISION
DOT NO.: 174933J

IN OR NEAR

ELMHURST,
DUPAGE COUNTY,
ILLINOIS

UPRR Folder No.: 2728-57

UPRR Audit No.: _____

PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

West Avenue – DOT No. 174933J
Mile Post 16.66 – Geneva Subdivision
Elmhurst, DuPage County, Illinois

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 20____ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("Railroad") and **CITY OF ELMHURST**, a municipal corporation or political subdivision of the State of Illinois to be addressed at 209 North York Street, Elmhurst, Illinois 60126 ("City").

RECITALS:

Presently, the City utilizes the Railroad's property for the existing West Avenue at-grade public road crossing, DOT No. 174933J, at Railroad's Mile Post 16.66 on its Geneva Subdivision, in or near Elmhurst, DuPage, Illinois.

The City now desires to undertake as its project (the "Project") the improvement of the sidewalks at the existing West Avenue at-grade public road crossing, including installation of pedestrian gates. The existing aforementioned roadway, as improved is hereinafter the "Roadway" and where the Roadway crosses the Railroad's property is the "Crossing Area."

The right of way right utilized by the City under the terms of the Original Agreement is sufficient to allow for the improvement of the road crossing.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

ARTICLE 1. EXHIBIT B

The General Terms and Conditions marked **Exhibit B**, are attached hereto and hereby made a part hereof.

ARTICLE 2. RAILROAD GRANTS RIGHT

For and in consideration of the City's agreement to perform and comply with the terms of this Agreement, the Railroad has granted and hereby grants to the City the right to construct, maintain and repair the Roadway over and across the Crossing Area according to the terms hereof.

Upon execution and delivery of this Agreement, the City shall pay to the Railroad an administrative handling charge of **ONE THOUSAND DOLLARS (\$1,000.00)**.

ARTICLE 3. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the City to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

ARTICLE 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

A. Prior to Contractor performing any work within the Crossing Area and any subsequent maintenance and repair work, the City shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit D**, attached hereto and hereby made a part hereof. The City confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

*Manager - Contracts
Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UPRR Folder No. 2728-57*

D. If the City's own employees will be performing any of the Project work, the City may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

ARTICLE 5. FEDERAL AID POLICY GUIDE

If the City will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

ARTICLE 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

The City agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

ARTICLE 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO CITY; CITY'S PAYMENT OF BILLS

- A. The work to be performed by the Railroad, at the City's sole cost and expense, is described in the Railroad's Material and Force Account Estimate dated September 6, 2012, marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the Railroad's work associated with the Project is **\$56,553.00**.
- B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the City in the event the City does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.
- C. The City acknowledges that the Estimate does not include any estimate of flagging or other protective service costs that are to be paid by the City or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the City or the Contractor as determined by the Railroad and the City. If it is determined that the Railroad will be billing the Contractor directly for such costs, the City agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.
- D. The Railroad shall send progressive billing to the City during the Project and final billing to the City within one hundred eighty (180) days after receiving written notice from the City that all Project work affecting the Railroad's property has been completed.
- E. The City agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

ARTICLE 8. PLANS

- A. The City, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all Roadway layout specifications, cross sections and elevations, associated drainage, and other appurtenances.
- B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.
- C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.
- D. The Railroad's review and approval of the Plans will in no way relieve the City or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given

with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the City or Contractor on the Plans is at the risk of the City and Contractor.

ARTICLE 9. NON-RAILROAD IMPROVEMENTS

- A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.
- B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and City mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

ARTICLE 10. EFFECTIVE DATE; TERM; TERMINATION

- A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Roadway remains on the Railroad's property.
- B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the City in the event the City does not commence construction on the portion of the Project located on the Railroad's property within twelve (12) months from the Effective Date.
- C. If the Agreement is terminated as provided above, or for any other reason, the City shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

**ARTICLE 11. CONDITIONS TO BE MET BEFORE
CITY CAN COMMENCE WORK**

Neither the City nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- (i) The Railroad and City have executed this Agreement.
- (ii) The Railroad has provided to the City the Railroad's written approval of the Plans.
- (iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.
- (iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contractor's Right of Entry Agreement.

ARTICLE 12. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until Railroad and City agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

ARTICLE 13. ASSIGNMENT; SUCCESSORS AND ASSIGNS

- A. City shall not assign this Agreement without the prior written consent of Railroad.
- B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and City.

ARTICLE 14. SIGNAL MAINTENANCE

The City agrees to reimburse the Railroad the cost of future maintenance of any automatic grade-crossing protection within thirty (30) days of the City's receipt of billing.

**ARTICLE 15. SPECIAL PROVISIONS PERTAINING TO AMERICAN
RECOVERY AND REINVESTMENT ACT OF 2009**

If the City will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the City agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The City confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directing from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the City and not of the Railroad, and (ii) the City shall not delegate any ARRA reporting responsibilities to the Railroad. The City also confirms and acknowledges that (i) the Railroad shall provide to the City the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the City to perform and complete the ARRA reporting documents. The Railroad confirms that the City and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in **Exhibit B** of this Agreement.

ARTICLE 16. TERMINATION OF ORIGINAL AGREEMENT

Upon the completion of the Roadway, any prior agreement governing the maintenance and use of the Crossing Area shall terminate and the terms and conditions of this Agreement shall govern the use, maintenance and repair of the Roadway.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By: _____
DANIEL A. LEIS
General Director – Real Estate Contracts

ATTEST:

CITY OF ELMHURST

By _____

By _____

Printed Name: _____

Title: _____

(SEAL)

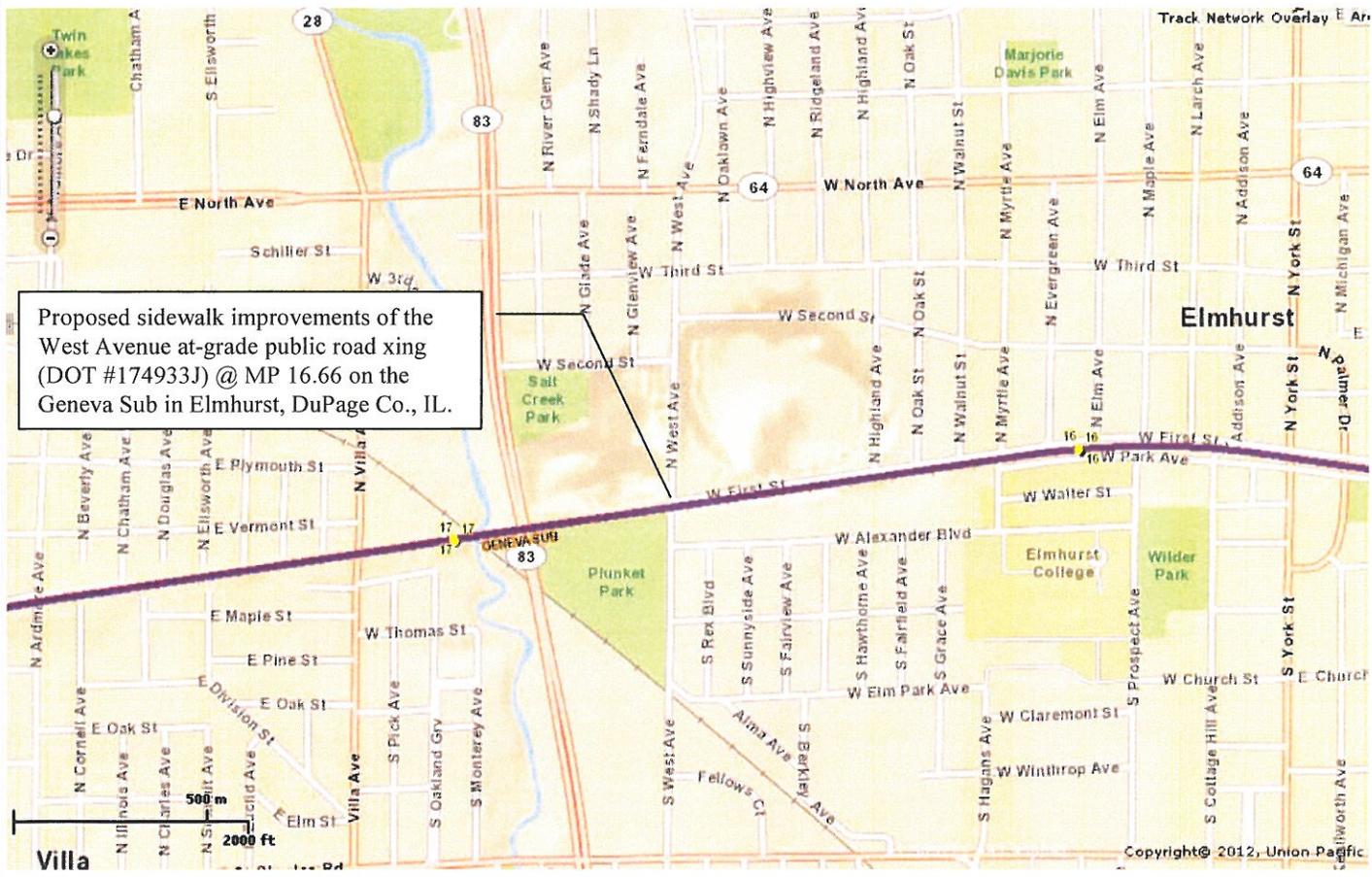
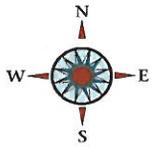
Pursuant to Resolution/Order No. _____
dated: _____, 20____
hereto attached.

EXHIBIT A

To Public Highway At-Grade Crossing
Agreement

Cover Sheet for the
Railroad Location Print

RAILROAD LOCATION PRINT ACCOMPANYING A PUBLIC ROAD CROSSING AGREEMENT



RAILROAD WORK TO BE PERFORMED:

1. Flagging.
2. The City is responsible for ensuring that the sidewalk improvements project doesn't adversely impact the crossing surface, nor Railroad operations.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

GENEVA SUBDIVISION
RAILROAD MILE POST 16..66
GPS: 41.89844610; -87.95920912
ELMHURST, DUPAGE CO., IL.

To accompany a Public Road Crossing Agreement to the
CITY OF ELMHURST
for sidewalk improvements.

UPRR Folder No. 2728-57 Date: December 4, 2012

WARNING

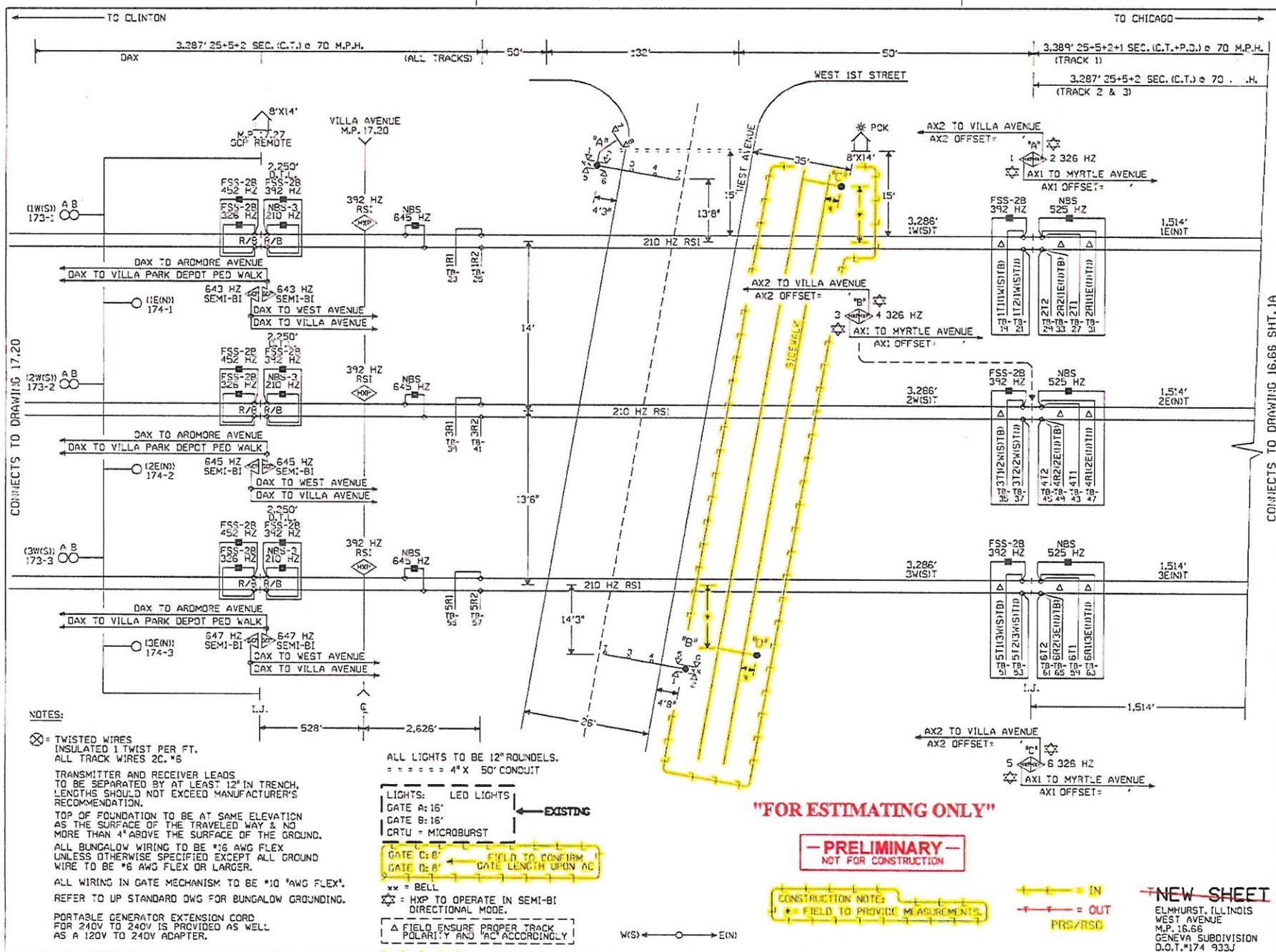
IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.

PHONE: 1-(800) 336-9193

EXHIBIT A-1

To Public Highway At-Grade Crossing
Agreement

Cover Sheet for the
Detailed Print



MODIFICATION LEVEL G.A. LAST LEVEL CHECKED DD LAST LEVEL MOD THIS TYPICAL DC LAST LEVEL BY DESIGNER DC CHANGED FROM TYPICAL? Y <small>REV. 01.08 08/2006</small>	UNION PACIFIC SIGNAL DESIGN	DES: CTC DSN: CTC CHK: QLD A.F.E. 89951	UNION PACIFIC RAILROAD CHICAGO, ILLINOIS TO CLINTON, IOWA C.T.C. CIRCUITS <small>Office of Signal Engineering - Signal Dept. Omaha, Nebraska</small>	DATE 06-23-08 SHEET 1 DWG 16.66 GEN
		ID: 089666-IX		

Exhibit A-1 Detailed Print

CONNECTS TO DRAWING 16.66 SHT. 1A

CONNECTS TO DRAWING 17.20

"FOR ESTIMATING ONLY"

- PRELIMINARY -
NOT FOR CONSTRUCTION

NEW SHEET
 ELMHURST, ILLINOIS
 WEST AVENUE
 M.P. 16.66
 GENEVA SUBDIVISION
 D.O.T.#174 933J

EXHIBIT B

To Public Highway At-Grade Crossing
Agreement

Cover Sheet for the
General Terms and Conditions

EXHIBIT B

TO PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT

GENERAL TERMS AND CONDITIONS

SECTION 1. CONDITIONS AND COVENANTS

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The City shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the City shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the City for the purpose of conveying electric power or communications incidental to the City's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the City to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes. In the event the Railroad shall place additional tracks upon the Crossing Area, the City shall, at its sole cost and expense, modify the Roadway to conform with all tracks within the Crossing Area.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The City shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the City at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the Crossing Area with all kinds of equipment.

E. So far as it lawfully may do so, the City will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Roadway and its appurtenances, or for the performance of any work in connection with the Project, the City will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2. CONSTRUCTION OF ROADWAY

A. The City, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the City, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Roadway and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper highway warning devices (except those installed by the Railroad within its right of way) and all necessary drainage facilities, guard rails or barriers, and right of way fences between the Roadway and the railroad tracks. Upon completion of the Project, the City shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the City upon the Railroad's property (including, but not limited to, construction of the Roadway and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, and other guidelines furnished by the Railroad.

D. All construction work of the City shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the City. The City hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the State and/or the Contractor.

SECTION 3. INJURY AND DAMAGE TO PROPERTY

If the City, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the City is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the City at the City's own expense, or by the Railroad at the expense of the City, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than the Railroad forces. The Railroad shall notify the City of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the City shall reimburse the Railroad for the amount of the contract.

SECTION 5. MAINTENANCE AND REPAIRS

A. The City shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Crossing Area and Roadway, except the portions between the track tie ends, which shall be maintained by and at the expense of the Railroad.

B. If, in the future, the City elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Crossing Area, replaced with paving or some surfacing material other than timber planking, the Railroad, at the City's expense, shall install such replacement surfacing, and in the future, to the extent repair or replacement of the surfacing is necessitated by repair or rehabilitation of the Railroad's tracks through the Crossing Area, the City shall bear the expense of such repairs or replacement.

SECTION 6. CHANGES IN GRADE

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track(s) located within the Crossing Area, the City shall, at its own expense, conform the Roadway to conform with the change of grade of the trackage.

SECTION 7. REARRANGEMENT OF WARNING DEVICES

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either the Railroad, highway or both, the parties will apportion the expense incidental thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.

SECTION 8. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the City that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions.** All references in this Agreement to the City shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the City shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by City.** If the City's employees need to enter Railroad's property in order to perform an inspection of the Roadway, minor maintenance or other activities, the City shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the City, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the City's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of City's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging.**

(i) If the City's employees need to enter Railroad's property as provided in Paragraph B above, the City agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by City in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform City whether a flagman need be present and whether City needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill City for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, City agrees that City is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, City shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though City may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, City must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, City will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws.** The City shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The City shall use only such methods as are consistent with safety, both as concerns the City, the City's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The City (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the City to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the City shall reimburse, and to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The City further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays.** The City shall not do, suffer or permit anything which will or may obstruct, endanger,

interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision.** The City, at its own expense, shall adequately police and supervise all work to be performed by the City, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the City for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the City with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the City will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work.** If at any time the City's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the City is being or is about to be done or prosecuted without due regard and precaution for safety and security, the City shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris.** The City shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the City at the City's own expense or by the Railroad at the expense of the City. The City shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives.** The City shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation.** The City shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The City shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The City, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the City in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage.** The City, at the City's own expense, shall provide and maintain suitable facilities for draining the Roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The City, at the City's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the City, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The City shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice.** Before commencing any work, the City shall provide the advance notice to the Railroad that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables.** Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. City shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to

determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the City. If it is, City will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 9. INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the City, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the City shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the new or improved devices have been installed.

SECTION 10. OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 11. BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of City for a period of three (3) years following the date of Railroad's last billing sent to City.

SECTION 12. REMEDIES FOR BREACH OR NONUSE

A. If the City shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Roadway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the City will reimburse the Railroad for the expenses thereof.

B. Nonuse by the City of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the City hereunder.

C. The City will surrender peaceable possession of the Crossing Area and Roadway upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 13. MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the City and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the City shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the City and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

EXHIBIT C

To Public Highway At-Grade Crossing
Agreement

Cover Sheet for the
Railroad's Material & Force Account Estimate

DATE: 2012-09-06

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK
 BY THE
 UNION PACIFIC RAILROAD

THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS :2013-03-07

DESCRIPTION OF WORK:

INSTALL TWO NEW PEDESTRIAN GATES AT ELMHURST, IL.
 WEST AVE. M.P. 16.66 ON THE GENEVA SUB. DOT #174933J
 WORK TO BE PERFORMED BY RAILROAD WITH EXPENSE AS BELOW:
 SIGNAL - CITY OF ELMHURST - 100%
 ESTIMATED USING FEDERAL ADDITIVES - 109.54%

PID: 79572 AWO: 15778 MP,SUBDIV: 16.66, GENEVA
 SERVICE UNIT: 23 CITY: ELMHURST STATE: IL

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
ENGINEERING WORK							
ENGINEERING			2244		2244		2244
LABOR ADDITIVE 109.54%			7700		7700		7700
SIG-HWY XNG			4821		4821		4821
TOTAL ENGINEERING			14765		14765		14765
SIGNAL WORK							
BILL PREP			900		900		900
CONTRACT				1410	1410		1410
LABOR ADDITIVE 109.54%			12718		12718		12718
SALES TAX				564	564		564
SIGNAL			10710	14107	24817		24817
TRANSP/IB/OB/RCLW CONTR				1378	1378		1378
ENVIRONMENTAL - PERMITS				1	1		1
TOTAL SIGNAL			24328	17460	41788		41788
LABOR/MATERIAL EXPENSE			39093	17460			
RECOLLECTIBLE/UPRR EXPENSE					56553	0	
ESTIMATED PROJECT COST							56553

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, UPRR WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.

EXHIBIT D

To Public Highway At-Grade Crossing
Agreement

Cover Sheet for the
Contractor's Right of Entry Agreement



UPRR Folder No.: 2728-57

UPRR Audit No.:

CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the 27th day of MARCH, 2012, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and **R. W. DUNTEMAN COMPANY** an Illinois corporation ("Contractor").

RECITALS:

Contractor has been hired by the *City of Elmhurst* ("City") to perform work relating to the West Avenue sidewalk improvements (the "work"), with all or a portion of such work to be performed on property of Railroad in the vicinity of the Railroad's Mile Post 16.66 on the Railroad's Geneva Subdivision in or near Elmhurst, DuPage County, Illinois, as such location is in the general location shown on the Railroad Location Print marked **Exhibit A**, and as specified on the Detailed Print marked **Exhibit A-1**, each attached hereto and hereby made a part hereof, which work is the subject of a Maintenance Consent Letter dated March 27, 2012 from the Railroad to the City.

The Railroad is willing to permit the Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this Agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C & D.

The General Terms and Conditions contained in **Exhibit B**, the Insurance Requirements contained in **Exhibit C**, and the Minimum Safety Requirements contained in **Exhibit D**, each attached hereto, are hereby made a part of this Agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.

B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

ROBERT W. STRAITON, MTM
Union Pacific Railroad
1400 Downs Drive
West Chicago, IL 60185
630 562-7185 / 312 296-3022.(m)
rwstrait@up.com

JOHN J. OCONNOR, MSM
Union Pacific Railroad
1400 Downs Drive
West Chicago, IL 60185
630 562-7180 / 312 287-4174
john.oconnor@up.com

C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this Agreement and continue until this Agreement is terminated as provided in this Agreement or until the Contractor has completed all work on Railroad's property.

ARTICLE 6 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue until 5/27/2012, unless sooner terminated as herein *(Expiration Date)* provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

- B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

- A. Before commencing any work, Contractor will provide Railroad with the (i) insurance binders, policies, certificates and endorsements set forth in **Exhibit C** of this Agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under Section 12 of **Exhibit B** of this Agreement.
- B. All insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

*Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, MS 1690
Omaha, NE 68179-1690
UPRR Folder No.: 2728-57*

ARTICLE 8 - DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 9 - CROSSINGS.

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

ARTICLE 10 - EXPLOSIVES.

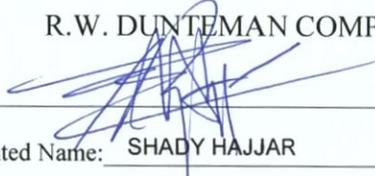
Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

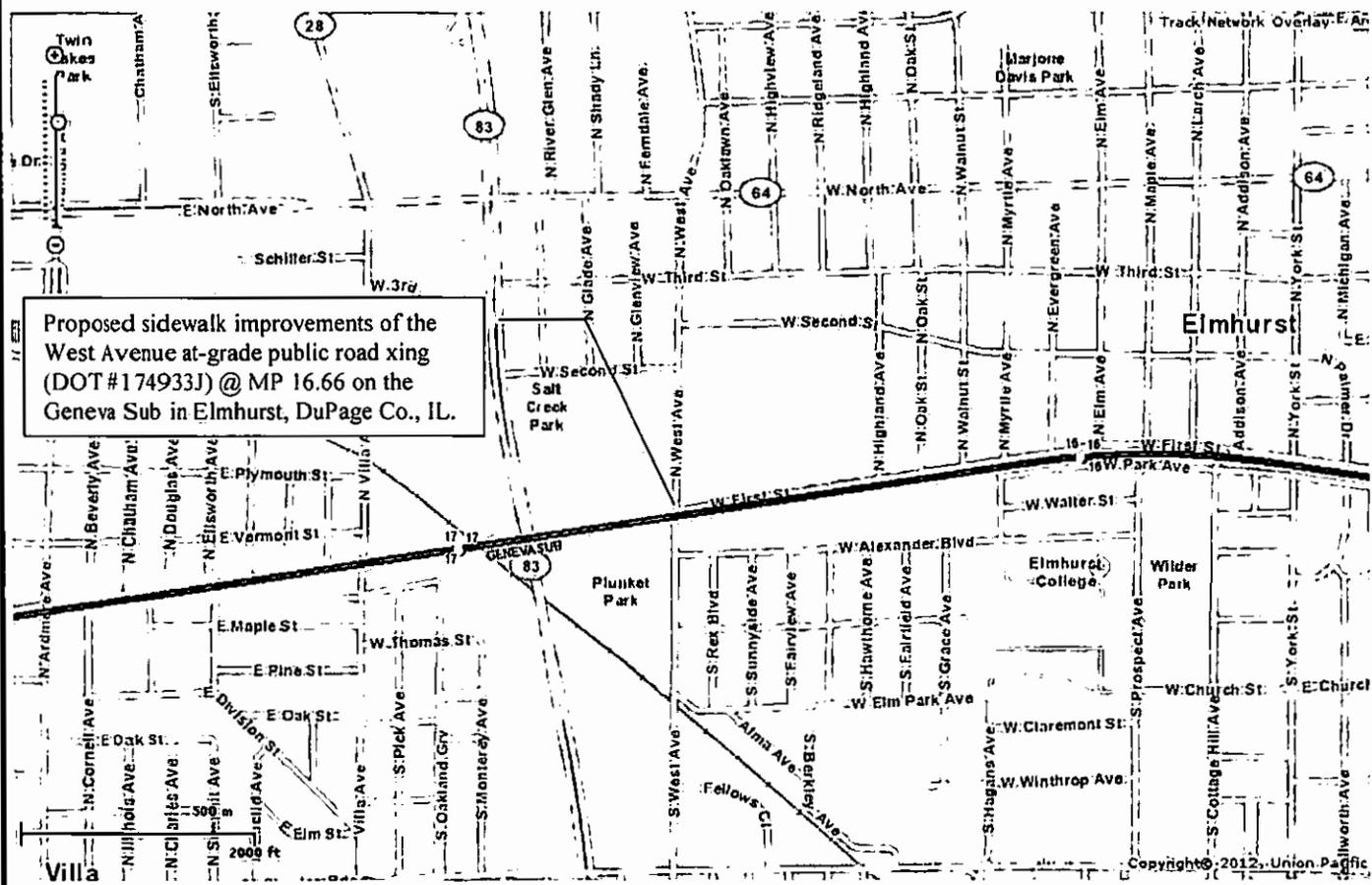
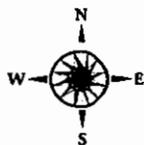
UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By: 
JOHN S. HERTZLER
Manager - Contracts

R.W. DUNTEMAN COMPANY

By: 
Printed Name: SHADY HAJJAR
Title: PROJECT MANAGER
Address 600 S LOMBARD ROAD
ADDISON, IL 60101
Phone: 630-953-1500
Email: SHAJJAR@RWDCO.COM

RAILROAD LOCATION PRINT ACCOMPANYING A MAINTENANCE CONSENT LETTER



RAILROAD WORK TO BE PERFORMED:

1. Flagging.
2. The County is responsible for ensuring that the sidewalk improvements project doesn't adversely impact the crossing surface, nor Railroad operations.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY
GENEVA SUBDIVISION
RAILROAD MILE POST 16..66
GPS: 41.89844610; -87.95920912
ELMHURST, DUPAGE CO., IL.

To accompany a Maintenance Consent Letter to the
CITY OF ELMHURST
for sidewalk improvements.

UPRR Folder No. 2728-57 Date: March 26, 2012

WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
PHONE: 1-(800) 336-9193

EXHIBIT B

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

GENERAL TERMS & CONDITIONS

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least thirty (30) working days in advance of Contractor commencing its work and at least thirty (30) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 8. INDEMNITY.

A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees (individually an "Indemnified Party" or collectively "Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this Agreement by Contractor.

B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.

C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify the Indemnified Parties under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.

D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against any Indemnified Party.

E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor

and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

INSURANCE REQUIREMENTS

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

A. COMMERCIAL GENERAL LIABILITY INSURANCE. Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

B. BUSINESS AUTOMOBILE COVERAGE INSURANCE. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

D. RAILROAD PROTECTIVE LIABILITY INSURANCE. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this Agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this Agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

E. UMBRELLA OR EXCESS INSURANCE. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

F. POLLUTION LIABILITY INSURANCE. Pollution liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. In any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

OTHER REQUIREMENTS

G. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.

I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.

J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.

L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

I. CLOTHING

A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

- (i) Waist-length shirts with sleeves.
- (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
- (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. PERSONAL PROTECTIVE EQUIPMENT

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
 - 100 feet of a locomotive or roadway/work equipment
 - 15 feet of power operated tools
 - 150 feet of jet blowers or pile drivers
 - 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. ON TRACK SAFETY

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized workwear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. EQUIPMENT

A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:

- Familiar and comply with Railroad's rules on lockout/tagout of equipment.
- Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
- Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.

B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.

C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.

D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. GENERAL SAFETY REQUIREMENTS

A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.

B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.

C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.

D. All employees comply with the following safety procedures when working around any railroad track:

- (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
- (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
- (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
- (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
- (v) Before stepping over or crossing tracks, look in both directions first.
- (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.

E. All employees must comply with all federal and state regulations concerning workplace safety.

COUNCIL ACTION SUMMARY

SUBJECT: Resolution Authorizing the Execution of a Public Highway At-Grade Crossing Agreement by and between Union Pacific Railroad Company and the City of Elmhurst

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the Public Works and Buildings Committee, the City Attorney prepared a resolution authorizing the execution of an agreement between Union Pacific Railroad Company and the City of Elmhurst for the improvement of sidewalks at the West Avenue at-grade public railroad crossing.