



**AGENDA
REGULAR MEETING
MONDAY, MARCH 18, 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. Public Hearing – Tentative Annual 2013 Budget for the City of Elmhurst, Illinois**
 - 3. Cool Cities Award and Presentation**
 - 4. Receipt of Written Communications and Petitions from the Public**
 - 5. Public Forum**
 - 6. Announcements**
 - 7. Consent Agenda**
 - a. Minutes of the Regular Meeting Held on Monday, March 4, 2013 (City Clerk Spencer): Approve as published
 - b. Accounts Payable – March 18, 2013 Total \$ 5,638,162.45
 - c. Bid Results, 2013 Fire Hydrant and Watermain Valve Repair Project (City Clerk Spencer): Refer to the Public Works & Buildings Committee (see items 7f. and 7r.)
 - d. 2013 Elmhurst Jaycees Carnival (City Manager Grabowski): Refer to the Public Affairs & Safety Committee
 - e. Restriction on Campaign Contributions – Alderman Gutenkauf (City Manager Grabowski): Refer to the Finance, Council Affairs & Administrative Services Committee
 - f. Report – 2013 Fire Hydrant and Watermain Valve Repair Project (PW&B) (see items 7c. and 7r.)
 - g. Report – Fuel Contract Purchase Order (PW&B)
 - h. Report – Installation of New Public Sidewalks on Howard Avenue (PW&B)
 - i. Report – York and Vallette Business Association’s 2013 Farmers Market (PA&S)
 - j. Report – Case # 13ZBA-02/Hessling Variation – 259 N. Myrtle (DP&Z)
 - k. Report – Request to Amend the City of Elmhurst Zoning Ordinance Text (DP&Z)
 - l. O-15-2013 – An Ordinance Authorizing the Sale By Auction of Personal Property Owned By the City of Elmhurst
 - m. O-17-2013 – An Ordinance Approving and Authorizing the Execution of a Non-Exclusive License Agreement By and Between Marie Ryan and the City of Elmhurst, DuPage and Cook Counties, Illinois
 - n. O-18-2013 – An Ordinance Approving and Authorizing the Execution of a Non-Exclusive License Agreement By and Between the Spring Road Business Association and the City of Elmhurst, DuPage and Cook Counties, Illinois (Spring Road Bike & Pet Parade)
 - o. R-10-2013 – A Resolution Requesting Reclassification of Industrial Drive, Larch Avenue, Wrightwood Avenue, Diversey Avenue, and Spengler Avenue in the City of Elmhurst, Illinois
 - p. R-11-2013 – A Resolution Relating to the Termination of Participation By Elected Officials In the Illinois Municipal Retirement Fund
 - q. R-12-2013 – A Resolution to Approve and Authorize the Execution of a Professional Consulting Services Agreement By and Between Pontifex Consulting Group, LLC and the City of Elmhurst

- r. R-13-2013 – A Resolution Authorizing the Issuance of a Notice of Award for the 2013 Fire Hydrant and Watermain Valve Repair Program In the City of Elmhurst, Illinois (see items 7c. and 7f.)
- s. R-14-2013 – A Resolution to Approve and Authorize the Execution of a Contract for Turf and Landscape Maintenance By and Between Alaniz Landscape Group, Inc. and the City of Elmhurst
- t. R-15-2013 – A Resolution to Approve and Authorize the Execution of a Contract for Janitorial Services By and Between Best Quality Cleaning, Inc. and the City of Elmhurst

8. Reports and Recommendations of Appointed and Elected Officials

- a. Acting Mayor Levin
- b. City Manager Grabowski

9. Other Business

10. Adjournment

PLEASE NOTE:

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

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF THE ELMHURST, ILLINOIS
HELD ON MONDAY, MARCH 4, 2013
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, MARCH 4, 2013
209 NORTH YORK STREET
ELMHURST, ILLINOIS**

CALL TO ORDER/ PLEDGE OF ALLEGIANCE/ROLL CALL

Attendance: 80

1. The Regular Meeting of the Elmhurst City Council was called to order by Acting Mayor Levin at 7:34 p.m.

Present: Paula Pezza, Diane Gutenkauf, Norm Leader, Bob Dunn, Michael J. Bram, Dannee Polomsky, Kevin L. York, Stephen Hipskind (arrived at 8:15 p.m.), Scott Levin, Jim Kennedy, Steve Morley, Patrick Wagner, Mark A. Mulliner

Absent: Chris Healy

Also in Attendance: City Treasurer Dyer, City Attorney Storino, City Manager Grabowski, Assistant City Manager Kopp, Director of Finance & Administration Gaston, Director of Public Works Hughes, Fire Chief Bacidore, Police Chief Ruth, Museum Director Bergheger, Deputy Police Chief Panico, Police Commander Tannehill, Deputy Police Chief Kveton, Deputy Fire Chief Anaszewicz, Water/Wastewater Superintendent Rosenwinkel, Water/Wastewater Manager Smith, Library Director Campe

SWEARING-IN OF POLICE DEPARTMENT PERSONNEL – DEPUTY CHIEF JAMES KVETON AND COMMANDER ROBERT TANNEHILL

2. Acting Mayor Levin asked Police Chief Ruth, along with Interim-Commander Robert Tannehill and Interim-Deputy Police Chief James Kveton to join him at the podium to be sworn-in.

Acting Mayor Levin and City Council congratulated Commander Tannehill and Deputy Police Chief Kveton.

Police Chief Ruth congratulated Deputy Chief Kveton and Commander Tannehill. He recognized former Police Chief Neubauer, former Deputy Chief Doherty, former Deputy Chief Buenz and former Commander Lucchini and the current police officers, who were present, stating that the Police Department has brave men and women who serve at the highest level 24 hours a day, 7 days a week.

RECEIPT OF WRITTEN COMMUNICATIONS AND PETITIONS FROM THE PUBLIC

3. None.

PUBLIC FORUM

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

Commented on the Public Hearing held on February 28, 2013 and asked who is Addison LLC. He also asked why the School District and the Park District pay \$2.84 per cubic meter when I pay \$1.90 per cubic meter for water.

Elaine Fleming
188 N. Addison Ave.
Elmhurst, IL 60126

Stated the Library needs to raise awareness for M-rated video games with policy and procedures.

Judy Fuchsen
320 N. York
Elmhurst, IL 60126

As an owner of Al's Hobby Shop, she stated she is against six stories for the Addison Street project. She asked where are the loading docks for the first floor retail.

John Dulles
128 W. Addison
Elmhurst, IL 60126

Commented on the Public Hearing held on February 28, 2013, stating he opposed behind the scene deals, stating it should be in the open.

Liz Widmaier
908 Saylor
Elmhurst, IL 60126

Asked the Council to adhere to the Attorney General's Office and also release the verbatim recordings as well.

Don Armstrong
210 N. Addison
Elmhurst, IL 60126

Thanked Alderman Pezza for bringing the meetings to the attention of the Attorney General's Office and asked the Council to comply fully.

Tamara Brenner
137 N. Caroline Avenue
Elmhurst, IL 60126

Asked the Council to comply fully with the Attorney General's Office decision to release the minutes and the verbatim recordings. She stated even though it's an advisory opinion only and the Council is not legally compelled to reply, she asked Council to comply because it's the right thing to do. She commented on the Public Hearing held on February 28, 2013 as it relates to the release of the minutes and recordings. She stated in her opinion, the upcoming zoning hearing be heard and remain open until the Attorney General's ruling issue is resolved. She stated independent counsel should be retained.

David Pezza
275 Cottage Hill
Elmhurst, IL 60126

Spoke of the February 28, 2013 zoning hearing. He commented on the loss of public parking and stated with the 6 stories, it is an increase in dollars for the developer. He also stated many various issues were not addressed. He thanked Alderman Pezza for acting on what she thought was wrong.

Terry Pastica
182 N. York
Elmhurst, IL 60126

Spoke of the processes of the Addison Street project and the discussions that have taken place not in public. She asked the Council to release all Executive Session minutes since 2008 and ask for a motion stating any Council member who participated in those discussions recuse themselves from this project.

Jan Dorner
585 S. Prospect
Elmhurst, IL 60126

Asked the Council to follow through on what had previously been requested by the Attorney General, release of the verbatim tapes.

Terence Leen
707 S. Hillside

Elmhurst, IL 60126

Asked the Council to release the minutes of the September 10th and 17th meetings as the Attorney General requested.

Milt Honel
167 E. Jackson
Elmhurst, IL 60126

Asked the City Council to release the closed session tapes as the Attorney General requested.

Kathleen Sullivan
133 Pine Street
Elmhurst, IL 60126

Announced Elmhurst Panhellenic Fashion Show fundraiser will be held on Friday, March 8, 2013 at the Wilder Mansion. For more information see their website at www.elmhurstpanhellenic.org. She stated her support for the Southwest Wet Weather Control Facility and asked the Council to release the closed session tapes.

Susan Smentek
196 N. Larch
Elmhurst, IL 60126

Spoke against the 68 foot building and said it will be closer to 78 feet in height. She stated the plan does not enhance the downtown. She asked the Council to release the closed session tapes.

ANNOUNCEMENTS

5. Clerk Spencer announced Tuesday, March 12, 2013 is the last day to register to vote or transfer registration in person at Elmhurst City Hall in order to be able to vote on April 9, 2013. Grace Period Registration is available only at the DuPage Election Commission Office, March 13th through April 6th. During the grace period, an individual may register to vote or transfer their registration and must vote at the same time.

Early Voting will be held at Elmhurst City Hall for the April 9th Consolidated Election in Council Chambers March 25th through April 5th, Monday through Friday from 9:00 a.m. to 4:30 p.m. Registered voters from Elmhurst may vote at any Early Voting location in DuPage County. Additional voting locations and their hours are listed on the City of Elmhurst website and the DuPage County Election Commission website.

Alderman Polomsky announced on Wednesday, March 20, 2013 at 7:30 p.m. at the Elmhurst Library there will be a presentation "Healthy Home, Healthy Wallet, Healthy Planet: Making Your Home Energy Efficient."

Alderman Polomsky read a memo from a Cool Cities publication suggesting uses for old refuse containers. She stated bins and containers will be collected March 15th through April 15th at Beren's Park, City Hall, and York Commons.

Alderman Dunn announced a conference on Residential Recycling will be held March 19 – 21, 2013 at the Hyatt Regency O'Hare. The cost is \$99.00.

Alderman Gutenkauf announced on March 23, 2013 from 10:00 a.m. to 11:00 a.m. a workshop on the Emerald Ash Borer will be held at The Growing Place, Montgomery, IL.

Acting Mayor Levin announced the St. Patrick's Day Parade will be held on Saturday, March 9, 2013 at noon on Spring Road.

CONSENT AGENDA

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

- a. MINUTES OF THE REGULAR MEETING HELD ON TUESDAY, FEBRUARY 19, 2013 (City Clerk Spencer): Approve as published
- b. MINUTES OF THE EXECUTIVE SESSION MEETING HELD ON TUESDAY, FEBRUARY 19, 2013 (City Clerk Spencer): Approve and place on file
- c. ACCOUNTS PAYABLE – FEBRUARY 28, 2013 TOTAL \$ 1,394,247.33
- d. 2013 ELMHURST FARMER’S MARKET (City Manager Grabowski): Refer to the Public Affairs & Safety Committee

February 28, 2013

To: Acting Mayor Levin and Members of the City Council
Re: 2013 Elmhurst Farmer’s Market

It is respectfully requested that the attached request from the York and Vallette Business Association, to hold the 2013 Farmer’s Market every Wednesday from June 5 – October 25, 2013, be referred to the Public Affairs & Safety Committee for review and recommendation back to the City Council.

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

- e. LIQUOR LICENSE REQUEST – MARIANO’S (City Manager Grabowski): Refer to the Public Affairs & Safety Committee

February 28, 2013

To: Acting Mayor Levin and Members of the City Council
Re: Liquor License Request – Mariano’s

It is respectfully requested that the attached request from Roundy’s Illinois LLC, to obtain a liquor license in a new classification to be created for their unique business plan, be referred to the Public Affairs & Safety Committee for review and recommendation back to the City Council.

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

- f. MEETING ATTENDANCE VIA ELECTRONIC MEANS – ALDERMEN BRAM & PEZZA (City Manager Grabowski): Refer to the Finance, Council Affairs & Administrative Services Committee

February 28, 2013

To: Acting Mayor Levin and Members of the City Council
Re: Meeting Attendance Via Electronic Means – Aldermen Bram & Pezza

It is respectfully requested that the attached request from the Aldermen Bram and Pezza, to review the appropriate use for attending Council and Committee Meeting via electronic means and the procedures associated therewith, be referred to the Finance, Council Affairs & Administrative Services Committee for review and recommendation back to the City Council.

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

- g. REQUEST FOR PRESENTATION ON TIF DISTRICTS – ALDERMEN HEALY, POLOMSKY, AND YORK (City Manager Grabowski): Refer to the Committee of the Whole

February 28, 2013

To: Acting Mayor Levin and Members of the City Council
Re: Request for Presentation on TIF Districts – Aldermen Healy, Polomsky, & York

It is respectfully requested that the attached request from the Aldermen Healy, Polomsky and York, to have a presentation on the history and current 'life-cycle' status of each TIF District; addressing reasonable scenarios with financial analysis and impact, be referred to the Committee of the Whole for review and recommendation back to the City Council.

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

- h. TRAFFIC CONTROL ON EMROY AVENUE – ALDERMAN POLOMSKY (City Manager Grabowski): Refer to the Public Affairs & Safety Committee

March 1, 2013

To: Acting Mayor Levin and Members of the City Council
Re: Traffic Control on Emroy Avenue – Alderman Polomsky

It is respectfully requested that the attached request from Alderman Polomsky, to install a 4-way stop at the intersection of Emroy Ave. and Frontage Rd., be referred to the Public Affairs & Safety Committee for review and recommendation back to the City Council.

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

- i. REPORT – 2013-2015 CONTRACT TURF AND LANDSCAPE MAINTENANCE The following report of the Public Works and Buildings Committee was presented for passage:

February 25, 2013

To: Acting Mayor Levin and Members of the City Council
Re: 2013-2015 Contract Turf and Landscape Maintenance

The Public Works and Buildings Committee met on Monday, February 25, 2013, to discuss bids received for the 2013-2015 Contract Turf and Landscape Maintenance.

Bids were received from three area contractors who specialize in turf and landscaping maintenance. The three accepted proposals are summarized below:

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>Total</u>
Alaniz Landscape Group	\$43,732.00	\$43,732.00	\$43,732.00	\$131,196.00
Green Horizon, Inc	\$61,808.00	\$61,808.00	\$61,808.00	\$185,424.00
Clauss Brothers	\$68,755.00	\$68,755.00	\$69,142.00	\$206,652.00

The contract specifies mowing and trimming to occur for an estimated twenty-six (26), weekly "close cut" mowing cycles at fifty (51) sites (approx. 25 acres), and thirteen (13), twice monthly "rough cut" mowing cycles at fifty-three (53) sites (approx. 28 acres). String trimming consists of twice annually trimming and herbicide application of thirteen (13) sites. Landscape bed maintenance requires weeding, edging and mulch application at thirty-two (31) sites. Additionally, fertilization and broadleaf weed control applications for six (6) sites were added to this contract.

The low bid from Alaniz Landscape Group, of Elgin Illinois, met all bid specifications. Alaniz Landscape Group was the previous contractor for this project (City of Elmhurst 2010-2012 Contract Turf and Landscape Maintenance), as well as submitting several additional work references of similar size and scope. Staff checked these references and found them to be satisfactory.

Funds have been provided in the 2013 General Fund, account number 110-6043-434-30-34, in the amount of \$70,000 pending budget approval by the City Council for Landscaping Maintenance.

It is, therefore the recommendation of the Public Works and Buildings Committee that the bids submitted by Alaniz Landscape Group in the amount of \$43,732.00 for 2013, \$43,732.00 for 2014, and \$43,732.00 for 2015, for a total of \$131,196.00 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

- j. REPORT – 2013-2015 CUSTODIAL SERVICES The following report of the Public Works and Buildings Committee was presented for passage:

February 25, 2013

To: Acting Mayor Levin and Members of the City Council
Re: 2013-2015 Custodial Services

The Public Works and Buildings Committee met on Monday, February 25, 2013, to discuss proposals received for providing custodial services at eight (8) Municipal Buildings. Included in the proposals submitted by five area commercial cleaning and maintenance companies was the monthly price for custodial services for the next three years.

The proposals include cleaning six days a week at the Police Station, five days a week at City Hall, the Public Works Garage and the Metra Station, three days a week at the Waste Water Treatment Plant (two buildings), two days a week at the Elmhurst Historical Museum, and one day a week at the Historical Museum's Education Center. Cleaning will be done to all lobby and stairway areas, general and private offices, conference rooms, lunch rooms, and washrooms. A bid tally is attached.

The low bidder for the provision of custodial services is Best Quality Cleaning of Franklin Park. The total monthly amount for the cleaning of the municipal buildings is \$5,418 for year 1, \$5,418 for year 2, and \$5,418 for year 3. Best Quality is the contractor that currently provides custodial services for the City of Elmhurst and has since May of 2001. Best Quality provides service in a satisfactory manner.

Monies are provided for in the FY 2013 Budget, General Fund, for custodial services under Account Number 110-6046-418-3014 in the amount of \$48,000 (8 months) and in the Municipal Utility Fund under Account Number 510-6057-502-3014 in the amount of \$2,700 (8 months), pending budget approval by the City Council.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the proposal for a 3 year contract from Best Quality Cleaning, Inc., for custodial maintenance at the eight Municipal Buildings in the monthly amounts of \$5,418 for the first year, \$5,418 for the second year, and \$5,418 for the third year, be accepted and that the City Attorney be directed to prepare the appropriate resolutions.

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

- k. REPORT – FUNCTIONAL CLASSIFICATION REVISION FOR INDUSTRIAL DRIVE AND OTHER VARIOUS ROADWAYS The following report of the Public Works and Buildings Committee was presented for passage:

February 25, 2013

To: Acting Mayor Levin and Members of the City Council
Re: Functional Classification Revision for Industrial Drive and other Various Roadways

The Public Works and Buildings Committee met on Monday, February 25, 2013 to discuss changing the functional classification for Industrial Drive, Larch Avenue, Wrightwood Avenue, Diversey Avenue and Spangler Avenue.

The current roadways are classified by the Illinois Department of Transportation and the Chicago Metropolitan Agency for Planning as “local roads”. The new roadway classification would be “collector – urban”. The land use in this area is industrial/commercial with 75+ businesses adjacent to the route. There is significant traffic from the neighborhood, I290, Lake Street, Grand Avenue and York Street to the industrial/commercial area. In addition, a large grocery store is under construction at Industrial Drive and York Street which will draw significant residential traffic from the neighborhood to the east, Elmhurst in general and adjacent communities.

The City Council must approve the change to the functional classification in order for staff to request that the DuPage Council of Mayors to recommend approval of the addition of the roadways to the Federal Aid Urban (FAU) system. Including the roadways in the FAU system will allow City staff to apply for federal funding for assistance in maintenance and/or reconstruction. The roadways are deteriorating and in need of reconstruction in the near future.

The following roadways in the Industrial area would be designated as urban collectors (see attached map):

- Industrial Drive: Grand Avenue to York Street
- Larch Avenue: Industrial Drive to Spangler Avenue
- Larch Avenue: Diversey Avenue to Wrightwood Avenue
- Wrightwood Avenue: Industrial Drive to Larch Avenue
- Diversey Avenue: Industrial Drive to Larch Avenue
- Spangler Avenue: Industrial Drive to Larch Avenue

It is, therefore, the recommendation of the Public Works and Buildings Committee that roadways as outlined above be classified as collectors - urban and that the City attorney be authorized to prepare the appropriate resolution to authorize this change.

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

- l. REPORT – SPRING ROAD PET AND BIKE PARADE The following report of the Public Affairs and Safety Committee was presented for passage:

February 25, 2013

To: Acting Mayor Levin and Members of the City Council
Re: 2013 Spring Road Pet and Bike Parade

The Public Affairs and Safety Committee met on February 25, 2013 to discuss the request from the Spring Road Business Association and the Elmhurst Chamber of Commerce and Industry to hold the 25th Annual Pet and Bike Parade on Saturday, May 18, 2013. Representatives from the Spring Road Business Association and the Chamber of Commerce were available to answer the Committee’s

questions.

The parade will commence at 1:00 p.m. on Saturday, May 18, 2013, at Spring Road and Vallette Street, progressing north on Spring Road to end at the Canadian National railroad tracks in the parking lot of the Silverado Grill. The duration of the parade is approximately 45 minutes.

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

All layout/staging plans and operational parameters will be finalized only after ongoing consultation and discussion with the approval of the Elmhurst Police, Fire and Public Works Departments.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Council approve the Spring Road Association and the Elmhurst Chamber of Commerce and Industry's request to hold the 25th Annual Pet and Bike Parade on Saturday, May 18, 2013, commencing at 1:00 p.m., lasting approximately 45 minutes and authorize the City Attorney be authorized to prepare the necessary documents for City Council approval.

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

- m. REPORT – ANNIE RYAN FUN RUN 2013 The following report of the Public Affairs and Safety Committee was presented for passage:

February 25, 2013

To: Acting Mayor Levin and Members of the City Council
Re: Annie Ryan Fun Run 2013

The Public Affairs and Safety Committee met on February 25, 2013 to discuss the request from the Annie Ryan Fun Run committee to host the 14th Annual Annie Ryan 5K Run/Walk and 1-mile dash on Sunday, May 19, 2013. A representative from the Annie Ryan Fun Run committee was available to answer the Committee's questions.

The race will begin at 9:00 a.m. Arlington and South Avenues. Traffic Control will be provided at the following intersections for the estimated times shown:

Route: East on South Street from York to Poplar, Poplar south to Crescent, Crescent east to Cedar, Cedar north to Vallette, Vallette east to Berkeley Fire Station, Prairie Path west to Wild Meadows Trace, ending at Train Depot. All streets on this route will be closed. York will remain open. Poplar and South from 8:45 a.m. to 9:15 a.m. Poplar and Vallette from 9:00 a.m. to 9:40 a.m.

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

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Council approve the request from the Annie Ryan Fun Run committee to hold the 14th Annual Annie Ryan 5K Run/Walk and 1-mile dash on Sunday, May 19, 2013, commencing at 9:00 a.m. and authorize the City Attorney to prepare the necessary documents for City Council approval.

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

- n. REPORT – 2013 COMPENSATION STUDY The following report of the Finance, Council Affairs and Administrative Services Committee was presented for passage:

February 26, 2013

To: Acting Mayor Levin and Members of the City Council
Re: 2013 Compensation Study

The Finance, Council Affairs and Administrative Services Committee met February 25, 2013, to review staff recommendation on the consultant for the compensation study.

The City is committed to a sound compensation system, and with that goal in mind, it is necessary to evaluate the current compensation plan by conducting a study. It is good business practice and advisable for organizations to periodically conduct a comprehensive compensation system assessment. It has been nine years since the last review of the City's compensation system. Since then, the City has maintained the adopted compensation system and utilized Maximus, Inc. to provide job evaluation support for the City's non-union employee positions.

The purpose of the current study is to ensure both internal and external equity of compensation and benefits for the City's non-union positions, address any pay inequity issues identified, align the compensation system with the desired total compensation strategy for the City of Elmhurst operations, and provide a legally-compliant pay system. The study will consist of the following general components: Orientation, Comprehensive Compensation System Review, and Market Pricing and Job Evaluation.

The City issued a Request for Proposals (RFP) in October 2012, to conduct a compensation study for the City's non-union employee positions. The RFP was sent to sixteen consulting firms, selected for their experience in performing similar compensation work. Eight firms responded with proposals and five firms were interviewed.

The Archer Company (City's current vendor)	\$24,500
Fox Lawson & Assoc.	\$51,660
Public Sector Personnel Consultants	\$46,550
Pontifex Consulting Group, LLC & Reward Systems, Inc.	\$56,500
Waters Consulting Group, Inc.	\$52,900

The lowest cost respondent is the City's current vendor, The Archer Company, however they are not recommended for this study. The City requires an independent, comprehensive assessment of the entire compensation system. By their own admission, The Archer Company could not be in a position to objectively assess their own system, nor are they best equipped to thoroughly address total compensation, benefits comparability and private sector pay comparisons. Also, the Archer proprietary system and contract agreement restrictions prohibit the City from customizing the system and maintaining the system internally.

After conducting interviews with the remaining four respondents, Pontifex Consulting Group, LLC and Reward Systems, Inc., partnering to offer the service, were selected as the best match to the criteria established. Dr. Robert Greene of Reward Systems, Inc. is headquartered in Glenview, Illinois. Dr. Greene is one of the most experienced and well-respected individuals in the compensation profession. He possesses extensive field experience and has been a primary contributor to the training materials used by the World at Work (formerly, the American Compensation Association), and the International Compensation Association. Additionally, he is an adjunct faculty member of DePaul University, and a senior compensation advisory professional to the Society for Human Resource Management (SHRM). He has worked for over 30 years with several large compensation consulting firms, providing compensation consultation to public and private sector organizations. His public sector experience includes support at the Federal, state and local government levels.

The partnership is balanced with a seasoned practitioner, Peter Ronza, who has spent his career of over twenty five years, as a Compensation Manager and Senior Compensation Consultant with a large compensation consulting firm, predominantly working in the public sector at the state,

university, county and local government level. Both project leaders possess the Certified Compensation Professional (CCP) Certification from the World at Work.

The selected firms' references provided very complimentary reviews of work performed in their respective organizations, and many of the same issues that Elmhurst is seeking to analyze, were addressed in the studies conducted.

The approach presented by the partnership of Pontifex Consulting Group, LLC and Reward Systems, Inc. most closely aligns with the current needs of the City of Elmhurst, in the comprehensive review of its compensation system. Among the competitor firms, this proposer provides the highest value proposition for the City.

After discussion, it was the consensus of the Finance Committee to recommend approval of the Pontifex Consulting Group, LLC and Reward Systems, Inc. proposal to conduct a compensation study for the quoted not to exceed fee of \$56,500, which is within the budgeted amount of \$75,000.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council accept the proposal from Pontifex Consulting Group, LLC and Reward Systems, Inc. for a compensation study for a fee not to exceed \$56,500.

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

- o. REPORT – IMRF ELECTED OFFICIAL PARTICIPATION REQUIREMENTS The following report of the Finance, Council Affairs and Administrative Services Committee was presented for passage:

February 26, 2013

To: Acting Mayor Levin and Members of the City Council
Re: IMRF Elected Official Participation Requirements

The Finance, Council Affairs and Administrative Services Committee met February 25, 2013, to review the Illinois Municipal Retirement Fund participation requirements for elected officials.

As the City Council will recall, a resolution was approved in January 2010 updating a 1982 resolution to provide the opportunity for City of Elmhurst elected officials to elect to participate in IMRF under the 1000 hour rule standard of hours worked in a calendar year. At that time, then Mayor DiCianni and City Clerk Spencer elected to participate in IMRF and completed the certification required regarding compliance with the 1000 hour rule.

IMRF has now requested documentation of compliance with 1000 hour rule for the City Treasurer and City Alderman positions, even though no current alderman or treasurer participates in IMRF and, to the best of staff knowledge, no past alderman or treasurer participated in IMRF. IMRF defines the hours of actual work normally required to perform the duties of the office as hours spent at meetings, preparing for meetings, in the office, and hours spent actually conferring with constituents. Hours spent on-call or otherwise informally available to constituents do not count toward the IMRF hourly standard, nor does time spent traveling to meetings. Although City of Elmhurst elected officials holding the treasurer and alderman positions are dedicated and responsible in performance of duties of the position, such performance of duties would need to average at least 19.5 hours per week to meet the 1000 hour rule.

After discussion, the Finance Committee agreed that the positions of treasurer and alderman do not meet the IMRF 1000 hour rule standard of hours worked in a calendar year, and that a resolution rescinding qualification for membership in IMRF for the positions of treasurer and alderman should be recommended. It was also the consensus of the Finance Committee that the positions of mayor and city clerk should remain qualified for membership in IMRF.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council direct the City Attorney to prepare a resolution rescinding qualification of the positions of City Treasurer and City Alderman for membership in IMRF.

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

- p. O-14-2013 – AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE LICENSE AGREEMENT BY AND BETWEEN THE ELMHURST CHAMBER OF COMMERCE AND INDUSTRY AND THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS (Memorial Day Parade)

Ordinance O-14-2013 was presented for passage.

- q. R-06-2013 – A RESOLUTION TO ADOPT THE DUPAGE MAYORS AND MANAGERS CONFERENCE 2013 LEGISLATIVE ACTION PROGRAM

Ordinance R-06-2013 was presented for passage.

- r. R-07-2013 – A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF AN ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY OF ELMHURST AND RJN GROUP, INC. FOR THE SOUTHWEST ELMHURST WET WEATHER CONTROL FACILITY FINAL DESIGN PROJECT

Ordinance R-07-2013 was presented for passage.

- s. R-08-2013 – RESOLUTION EXPRESSING OFFICIAL INTENT REGARDING CERTAIN CAPITAL EXPENDITURES TO BE REIMBURSED FROM PROCEEDS OF AN OBLIGATION TO BE ISSUED BY THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS

Ordinance R-08-2013 was presented for passage.

Alderman Bram pulled item **6g. Request for Presentation on TIF Districts – Aldermen Healy, Polomsky, and York** from the Consent Agenda.

Alderman Wagner moved to approve the contents of the Consent Agenda less item **6g. Request for Presentation on TIF Districts – Aldermen Healy, Polomsky, and York**. Alderman Bram seconded. Roll call vote:

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

Nays: None

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

Alderman Polomsky moved to approve item **6g. Request for Presentation on TIF Districts – Aldermen Healy, Polomsky, and York**. Alderman York seconded.

Alderman Bram stated he pulled item **6g. Request for Presentation on TIF Districts – Aldermen Healy, Polomsky, and York** to ask why a referral was made for a presentation. He asked for clarification if anything actionable will come from the presentation.

Alderman York stated this is a request for a presentation only.

Alderman Bram, point of order, asked why was a referral made.

Discussion ensued.

Voice vote on item **6g. Request for Presentation on TIF Districts – Aldermen Healy, Polomsky, and York**, unanimous. Motion carried.

7. COMMITTEE REPORTS

a. REPORT – REVIEW 2012 TAX LEVY DUE TO DETERMINATION OF ELMHURST MEMORIAL HEALTHCARE CENTER TAX EXEMPT STATUS The following report of the Finance, Council Affairs & Administrative Services Committee was presented for passage:

Alderman York moved to open item **7a. Report – Review 2012 Tax Levy Due to Determination of Elmhurst Memorial Healthcare Center Tax Exempt Status** for discussion. Alderman Mulliner seconded.

Alderman Hipskind stated he was not to present to sign item **7a. Report – Review 2012 Tax Levy Due to Determination of Elmhurst Memorial Healthcare Center Tax Exempt Status** but he supports the report.

Alderman York reviewed item **7a. Report – Review 2012 Tax Levy Due to Determination of Elmhurst Memorial Healthcare Center Tax Exempt Status** and asked for support for the report and approval of the ordinance.

Roll call vote on item **7a. Report – Review 2012 Tax Levy Due to Determination of Elmhurst Memorial Healthcare Center Tax Exempt Status**:

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

Nays: None

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

REPORTS AND RECOMENDATIONS OF APPOINTED AND ELECTED OFFICIALS

8. a. ACTING MAYOR LEVIN – PUBLIC ACCESS BUREAU ADVISORY, NON-BINDING OPINION

Acting Mayor Levin stated he would like to speak regarding the Attorney General's opinion. He stated in October 2012, Alderman Pezza sent a letter to the Illinois Attorney General alleging the City Council had violated the Illinois Open Meetings Act (OMA) by discussing in two closed sessions topics related to the Addison Street project. The closed sessions at issue were held on September 10th and 17th, 2012. Alderman Pezza had voiced her concern to City staff prior to these meetings, but did not attend the meetings, herself, to communicate her concerns to the members of the Council.

Prior to the closed session meeting on September 10th, the Council was not made aware of the reason for Alderman Pezza's absence; namely that she felt that it would be inappropriate to discuss the

Addison LLC project in closed session. The Council specifically asked the City Attorney to advise whether or not discussing the Addison Street project in closed session would in any way violate the OMA. The City Attorney, who was present at the meeting, advised that he had reviewed the issue and advised the Council that the issues being discussed would be limited to the sale price for two floors of office space, which would be permissible to discuss in closed session under the OMA.

The Council proceeded to discuss the limited issue related to the Addison Street project. Specifically, the developer wanted the Council to consider a new proposal that would modify the existing deal by adding two more floors to the proposed four (4) story building. The two new floors would have office space and ARCO/Murray, the developer, would itself occupy the space. The issue and intended discussion before the Council in closed session was the economics of the proposal.

The Council was mindful of the fact that going above four (4) stories would require a zoning relief and that an application to do that would have to proceed before the Zoning and Planning Commission. This zoning relief was not the reason for the closed session nor was it intended that the relief would be discussed. The Council was keenly aware of its obligations under the Open Meetings Act and statements were made by various Council members during the meeting to keep the Council on topic. Indeed, the minutes from the two meetings reflect the concern of the Council members. The minutes from the September 17th meeting show that the City Attorney reminded the City Council that he would monitor the discussion to let them know if it became inappropriate for executive session. The majority of the discussion was a presentation of a proposal that had been received from ARCO/Murray earlier that day and the consensus was a sales price could not be discussed until more information was obtained.

At the second closed session meeting on September 17th, the Council spoke more substantively regarding the economics of the developer's request to purchase 30,000 sq. ft. of office space in the Addison Street project. Once again, the City Council was mindful of its obligation not to take a position on the issue of whether the project should be four, five, or six stories. Indeed, at one point, one of the Aldermen questioned whether or not it was appropriate to discuss the economics of a deal with a developer when an application for zoning relief had not yet been submitted. There was discussion regarding the developer filing their zoning relief request so that the economic decisions would proceed simultaneously with the zoning relief issues, with the understanding that there were no guarantees of any zoning relief being granted. The City Attorney specifically pointed out that previous projects had followed the same procedure. The City Attorney specifically noted the "delicate balance" between the two issues and advised that he would strive to keep everyone on topic. No decisions were made at the meeting other than to instruct City staff to continue negotiations with the developer and to advise the developer of the need to immediately follow a zoning relief request if it intended to request a building taller than four (4) stories in height.

Subsequent to the meetings at issue, Alderman Pezza wrote to the Illinois Attorney General to express her concern that the requirements of the OMA had not been followed with respect to the two meetings in question. The Attorney General's Public Access Bureau wrote to the City in November to ask for the City's position on the issue. Our City's legal counsel, who are experienced in these types of matters, again reviewed the issue and wrote to the Attorney General stating the reasons why the City

continued to believe that the issues discussed in closed session were permitted by one or more of the statutory exceptions to the general rule that all meetings of public bodies are to be open to the public. Specifically, that the subject involved matters “directly to the setting of a price” for the disposition of real property. Acting Mayor Levin stated he was not in his current role at that time, but did review the case law and legal authority upon which the City Attorney was relying. Looking at it as an attorney, he did not see the matter as clear cut, but in his opinion the City Attorney’s position was supported by legal authority, including a decision of the Illinois Appellate Court.

On December 5, 2013, the City Attorney responded on behalf of the City to the Attorney General’s initial letter, stating the legal authority and reasoning upon which he relied. Alderman Pezza filed a letter in reply. The Attorney General reviewed the recordings of the meetings and wrote an advisory opinion to the City on February 26, 2013, stating that in her opinion, the City Council had improperly discussed the Addison Street project in closed session.

The OMA requires a public body to transact its business in sessions open to the public, with the exception of 29 specific topics which a public body may elect to handle in closed session. For example, personnel matters, pending litigation, collective bargaining, purchasing securities, and two upon which the City relied for the closed session:

- (5) The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired.
- (6) The setting of a price for sale or lease of property owned by the public body.

As previously mentioned, the City Council relied on the advice of the City Attorney. City Attorney Storino is a highly capable, experienced municipal attorney, who has guided Elmhurst well. Acting Mayor Levin stated as he mentioned previously, there is substantial legal basis for his advice that the Council could appropriately discuss the economic issues related to Addison Street in closed session. Acting Mayor Levin stated he read some of the Appellate Court decisions upon which the City Attorney relied, and it is his opinion that the legal issues with respect to the closed session at issue are hardly crystal clear.

Acting Mayor Levin stated most distressing to him is that the circumstances surrounding the closed meetings have caused the very integrity of the City Council to be called into question and actions of individual Aldermen to be vilified. He stated he can personally assure you that not a single Alderman, irrespective of his or her position on the closed-meeting issue, had any motivation other than to do that which is best for the City. He continued, stating his fellow Aldermen are bright, hard-working, ethical persons who give of their personal time as public service to make this City a better place to live.

Similarly, our City staff is professional, highly qualified, and dedicated to supporting the City Council and the needs of our residents, generally. The implication that any member of City staff has willfully disregarded the Open Meetings Act or has otherwise acted inappropriately is without foundation. Attacks on the City Council and staff are wholly improper and unfair. If a mistake in judgment has been made, it was done with the best of motives behind it.

With respect to the Attorney General’s advisory opinion, Acting Mayor Levin reminded everyone that it is a legal process. The advisory opinion is not an order of court, nor is it a full Attorney General opinion. Rather, it is guidance from the Attorney General’s Public Action Bureau to help our residents

and the City best comply with the OMA. He recognized that the Public Action Bureau has particular expertise with respect to OMA, and its opinion is taken seriously and that we have a City Attorney who has vast experience, as well. Council's responsibility is not to simply take the Attorney General's advisory opinion and blindly do as it advises. There are points that both the City Attorney and Acting Mayor Levin believe require clarification. As soon as the City received the letter, we contacted the Assistant Attorney General to request information, including other advisory opinions cited in the letter. Interestingly, those prior advisory opinions upon which the Elmhurst advisory opinion relies are not available online. Remarkably, the City's request last week for these advisory opinions was responded to by the Assistant Attorney General asking us do a FOIA request, which we have done.

As the Acting Mayor, it is his responsibility to lead the Council to comply with the law and to make sure that the City's other interests are protected and that legal procedure is followed. The advisory opinion has sparked a flame that has been fueled by speculation and misinformation, and it is in our community's best interests to control that fire.

Acting Mayor Levin stated the public need not take his word for it. He stated based upon his review of the recordings, it is his position that, irrespective of final decision on the advisory opinion, the recordings should be released so that the public can see for itself that there is no conspiracy or attempt to do anything other than give the best direction with respect to the Addison Street project. He stated it is not however, his decision. The City Council, itself, must decide whether or not to release the recordings. He stated he is not asking the City Council to vote on that tonight, as he believes that it is fair and responsible for any Alderman who wants to listen to the recordings before voting on the issue to have the opportunity to do so. He stated he would not have felt comfortable voting on the issue, himself, without having heard the recordings of meetings that happened almost six months ago. He stated his plan to put the issue on the agenda of the next City Council meeting. If the Council votes to release the recordings, they will be made available the next day. If the Council desires to rely on those Aldermen who have already reviewed the recordings and want to vote tonight, it may be done, but he does not want to force any Alderman to vote without full knowledge. Then, the recordings would be available this week after the unrelated portions are removed. The ultimate response to the Attorney General's advisory opinion may happen down the road. Acting Mayor Levin stated he can assure all that the Council will be far more sensitive and diligent on Open Meetings Act issues.

On tonight's agenda is the release of the minutes of the two closed meetings. The City fully recognizes that the minutes convey minimal information meaningful to the public's concern. He stated as he has found himself saying with some frequency, irrespective of what course of action is taken, there will always be those who criticize. Even on the release of the minutes, he has had strong opinions on both sides. If Council releases the minutes, it is being said that they are trying to pretend like they are taking meaningful action. If Council does not release them, they will be accused of not even making the minimal effort to provide basic information.

Acting Mayor Levin stated his goal tonight is to convey the continuing intent of the City Council to do the right thing, to comply with the law, to serve the public, and to be as transparent as possible as they conduct business. If Council has failed in any way, it does not mean that it was done intentionally and that they cannot improve. He stated, if the recordings are released two weeks hence, he intends

to continue to work with the City Manager and City Attorney to continue discussions with the Attorney General to better refine the City's position on closed sessions moving forward. As an attorney, he stated with confidence that the issue at hand was hardly straightforward.

Acting Mayor Levin stated finally he wanted to clarify the processes related to the two separate issues both related to the Addison Street project. First, in 2009, the City entered into a development agreement with ARCO/Murray for the Addison Street project. The topic of the closed sessions was a potential modification to that agreement to sell additional space within the building to be used for offices. Irrespective of whether or not the City elects to modify that development agreement, there is an existing agreement for a four-story parking garage, with retail spaces.

The framework in terms of the development agreement is quite complex. Acting Mayor Levin stated his intention is to have a Committee of the Whole meeting to have City staff provide an overview of the project so that both members of the City Council and the public understand the genesis of the project, the terms of the current agreement, and where the project is on the timeline. After Acting Mayor Levin announced his intent to have that presentation included on the second City Council meeting in February, a concern was raised that it would interfere with the zoning relief hearing that began before the Zoning and Planning Commission last Thursday.

The second process is the request for zoning relief. The Zoning and Planning Commission's job is to hear evidence to determine whether or not the Addison Street project should remain at four stories, as is permitted by City ordinance, or be permitted to increase to six stories by way of a variance, which requires approval of the Zoning and Planning Commission and City Council. The Zoning and Planning Commission commenced its hearings last Thursday and they will continue on March 14, 2013. If the Zoning and Planning Commission and City Council decline the request to allow six stories, the building will still be built with a height of four stories.

Acting Mayor Levin stated the Addison Street project is important to our community and he, personally, hopes that it proceeds expeditiously. He stated he knows many on the City Council feel likewise and he is hopeful that the resolution of the Open Meeting Act issue will not in any way interfere with the merits of this development.

Acting Mayor Levin updated the Council on the TIF IV Intergovernmental Agreement stating by the next Council meeting a finalized draft will be completed.

b. CITY MANAGER GRABOWSKI

City Manager Grabowski stated ComEd and Assistant City Manager Kopp will be meeting with staff, the Chairman of the ComEd Sub-Committee, and a representative from the Galvin Institute, to discuss long term plans.

City Manager Grabowski announced a break in the storm watermain at Jackson and Hawthorne. He stated it was a 100 year old, 66 inch storm sewer, and the intersection will be closed for about seven (7) days.

RESOLUTIONS

9. a. R-09-2013 – A RESOLUTION REGARDING THE RELEASE OF CERTAIN CLOSED SESSION MINUTES

Resolution R-09-2013 was presented for passage:

Alderman Mulliner moved to approve the resolution as read. Alderman Wagner seconded.

Alderman Pezza stated Council is here tonight, with this issue before them, regarding a taxpayer funded development that has been discussed behind closed doors from its conception in 2008. Since her term began in 2009, there have been several closed door discussions revolving around this project which made her uncomfortable and made her question the appropriateness of the details being discussed in those closed meetings.

She stated she informed staff on both accounts of the September meetings, after receiving a 28 page memo just 2 hours prior to the start of the closed meeting, that she did not believe it qualified for the closed session discussion and she informed staff that she would not be present for those discussions due to her certainty that this did not fall under the exceptions of the Open Meetings Act and believe her absence was known to her fellow Council members. Unfortunately, they chose to go forward with both meetings and the discussions.

Alderman Pezza stated after the meetings were held, she followed proper procedure and came in to review the tapes in the presence of the OMA Officer, Clerk Spencer, and after reviewing, it only gave her more resolve on my position. It became clear after her review that the information gathered during those closed meetings was being taken back to the developer, which meant negotiations were going on, prior to the public ever having their input. She asked, what kind of capacity does the public now have to influence the project when the parameters of the project have already been discussed and decided behind closed doors?

She stated this now left her with 4 options in which to get an answer to whether or not my interpretation was correct:

1. File a complaint with the DuPage County State's Attorney
2. File a lawsuit against the City of Elmhurst
3. Seek legal opinion from the Attorney General's Office
4. Sit back and do nothing – which she stated was not an option for her

While it was not an easy decision, she knew it was the right one. Alderman Pezza chose to file a complaint with the Public Access Counselor at the AGs office with the help of the Citizen Advocacy Center. She stated she had to make a legal argument to the Attorney General, and then the City was allowed to make their argument in response to her complaint.

She stated after reviewing the tapes and minutes of those meetings, the Attorney General's office agreed with her that the Open Meetings Act was violated. She asked, where does this leave us?

She stated Council has a legal opinion from the Attorney General that states the Statute was violated, directing the Council to immediately release the portions of the closed session minutes and the closed session verbatim recordings relating to the discussions in question, to the public. The release of the written minutes is simple, being they are very general and vague in content and the audio recordings should be released immediately as stated by the Attorney General.

Playing the verbatim tapes is only a remedy to that violation, not the deeper issue at hand; the issue is the concept of 'Done Deals.' When the public questions something being a 'done deal' Council assures them this is not the case because they are going through 'the process.' The City has just begun the public part of the process for this development, yet the discussions that took place behind closed doors show the entire process around this project has been tainted. The public and the developer have

not been on an even playing field with respect to influencing their public officials about why the project, funded by their tax dollars, should or should not move forward.

Council should have first decided in a neutral and uninfected process, whether or not the people wanted the extra 2 floors. If yes, then Council could have legally gone in to closed session and discussed how much the City is willing to sell the 2 floors of office space for and other financial details.

She stated she believes the tapes will show, when released, that the uses of the building which are before the public in zoning right now, have already been discussed along with pricing and other issues that should have come after the public process was exhausted. The other matters being discussed should have never come forward until after the zoning was approved in its final stage, being the City Council vote.

Alderman Pezza moved to amend item **9a. R-09-2013 – A Resolution Regarding the Release of Certain Closed Session Minutes** to add after the words written minutes to include and the verbatim audio recordings of the closed meetings and include the clause: Any Council member who commented on any of the matters the AG office said were illegal, now have a conflict of interest and must be recused from all hearings, discussions and votes on this matter. Alderman Gutenkauf seconded.

Acting Mayor Levin, point of clarification asked, for tonight's vote.

Alderman Pezza replied, for the project as a whole.

Discussion ensued regarding the amended motion.

Acting Mayor Levin, point of clarification, asked Alderman Pezza, in the amended motion, do you mean recused or barred.

Alderman Pezza replied, those who were in violation of the act should be barred from a vote.

Alderman Morley stated even though the Council has completed the online Open Meetings Act training, more training may be needed. He also stated formal notification should be given if a Council member is going to be absent from an Executive Session meeting.

Discussion continued.

Alderman Morley, point of clarification, asked for the amended motion to be read.

The motion was read and discussion resumed.

Alderman Bram, point of order, stated Council should be speaking to the motion at hand, not the overall project.

Acting Mayor Levin, over ruled. Discussion continued.

Alderman Pezza moved to amend the motion to exclude the clause. Alderman Gutenkauf seconded.

City Attorney Storino stated to follow procedure, a vote to suspend the rules is required since the resolution is to be amended and a vote taken on the same night.

Alderman Mulliner moved to suspend the rules. Alderman York seconded. Voice vote, unanimous. Motion carried.

Alderman Morley stated that if any of the Council members have not had an opportunity to listen to the audio recordings they should be allowed to do so before the recordings are released.

Acting Mayor Levin stated that any Council member will have ample time to listen to the audio recordings before they are released.

Acting Mayor Levin called for a voice vote on the amended motion. Alderman Bram, point of order asked for a roll call vote.

Roll call vote to suspend the rules:

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

Nays: None

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

Roll call vote on **item 9a. R-09-2013 – A Resolution Regarding the Release of Certain Closed Session Minutes:**

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

Nays: None

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

ORDINANCES

10. a. O-13-2013 – AN ORDINANCE ABATING A PORTION OF THE GENERAL TAX LEVY FOR THE YEAR 2012 OF THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS (SEE ITEM 7A.)

Ordinance O-13-2013 was presented for passage.

Alderman York moved to approve item **10a. O-13-2013 – An Ordinance Abating a Portion of the General Tax Levy for the Year 2012 of the City of Elmhurst, DuPage and Cook Counties, Illinois.**

Alderman Hipkind seconded. Roll call vote:

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

Nays: None

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

OTHER BUSINESS

11. None.

ADJOURNMENT

12. Alderman Morley moved to adjourn the meeting. Alderman Gutenkauf seconded. Voice vote. Motion carried. Meeting adjourned 9:27 p.m.

Scott M. Levin, Acting Mayor

Patty Spencer, City Clerk

CITY OF ELMHURST
 ACCOUNTS PAYABLE SUMMARY SHEET
 MARCH 18, 2013

	<u>REGULAR</u>	<u>INTERIM</u>	<u>TOTAL</u>
GENERAL FUND	400,937.73	36,269.81	\$437,207.54
CAPITAL IMPROVEMENT	960.66	-	960.66
LIBRARY OPERATING	1,173.31	1,620.14	2,793.45
MOTOR FUEL TAX	64,885.47	-	64,885.47
REDEVELOPMENT	5,275.00	-	5,275.00
INDUSTRIAL DEVELOPMENT	450.00	-	450.00
RT 83 COMMERCIAL DEVELOP	560.00	-	560.00
NORTH YORK REDEVELOPMENT	6,058.75	-	6,058.75
MUNICIPAL UTILITY FUND	563,613.10	5,310.13	568,923.23
PARKING REVENUE SYSTEM FUND	63,208.95	-	63,208.95
	<u>1,107,122.97</u>	<u>43,200.08</u>	<u>1,150,323.05</u>

WIRE TRANSFERS - Debt Service Payments

GENERAL FUND	313,956.59	-	313,956.59
CAPITAL IMPROVEMENT	1,667,994.59	-	1,667,994.59
REDEVELOPMENT FUND	483,396.68	-	483,396.68
LIBRARY OPERATING FUND	1,352,269.38	-	1,352,269.38
RTE 83 COMMERCIAL	54,043.41	-	54,043.41
MUNICIPAL UTILITY FUND	331,351.92	-	331,351.92
PARKING REVENUE SYSTEM FUND	284,826.83	-	284,826.83
	<u>4,487,839.40</u>	<u>-</u>	<u>4,487,839.40</u>
GRAND TOTAL	<u>\$5,594,962.37</u>	<u>\$43,200.08</u>	<u>\$5,638,162.45</u>

FINANCE REVIEW

Marilyn Gaston

CITY MANAGER REVIEW

[Signature]

TO THE CITY TREASURER,
 THE PAYMENT OF THE ABOVE LISTED AMOUNTS HAS BEEN APPROVED BY THE
 CITY COUNCIL AT A MEETING HELD ON MARCH 18, 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.

**Copies To All
 Elected Officials**
 3/14/13

BANK: 01

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000001	00	A-1 SANITARY RAG CO					
8931A	007915	01	03/18/2013	110-6041-432.40-98	RAGS	40.62	
8931A	007916	01	03/18/2013	110-6043-434.40-98	RAGS	40.62	
8931A	007917	01	03/18/2013	110-6044-435.40-98	RAGS	40.62	
8931A	007918	01	03/18/2013	110-6046-418.40-98	RAGS	40.62	
8931A	007920	01	03/18/2013	110-6047-512.40-24	RAGS	139.05	
8931A	007919	01	03/18/2013	510-6052-501.40-98	RAGS	40.62	
8931A	007921	01	03/18/2013	510-6057-502.40-24	RAGS	139.05	
					VENDOR TOTAL *	481.20	
0012142	00	ABBOTT RUBBER CO INC					
5112293	008619	01	03/18/2013	510-6056-502.40-98	TIGER STRIPE HOSE	138.85	
					VENDOR TOTAL *	138.85	
0008401	00	ACCURATE TANK TECHNOLOGIES					
20776	007981	01	03/18/2013	110-6047-512.50-16	STOCK	239.40	
					VENDOR TOTAL *	239.40	
0018727	00	ADDESSO, NEFRIO					
2012	007953	01	03/18/2013	110-0000-313.03-03	2012 UTILITY TAX REBATE	4.48	
2012	007954	01	03/18/2013	110-0000-313.01-01	2012 UTILITY TAX REBATE	2.68	
					VENDOR TOTAL *	7.16	
0019010	00	AL PIEMONTE FORD SALES, INC					
552624	007983	01	03/18/2013	110-6047-512.50-16	PW-119	42.76	
552260	007984	01	03/18/2013	110-6047-512.50-16	RETURNED MERCHANDISE	10.10-	
552399	007985	01	03/18/2013	110-6047-512.50-16	CORE CREDIT	50.00-	
552556	007986	01	03/18/2013	110-6047-512.50-16	PD-18	67.39	
552594	007987	01	03/18/2013	110-6047-512.50-16	PD-18	207.92	
553196	008639	01	03/18/2013	110-6047-512.50-16	TRK/PARTS PW61	116.71	
552944	008640	01	03/18/2013	110-6047-512.50-16	TRK/PARTS PW71	66.77	
553055	008641	01	03/18/2013	110-6047-512.50-20	TRK/PARTS PW87	26.52	
					VENDOR TOTAL *	467.97	
0000016	00	ALEXANDER EQPT CO INC					
90976	008654	01	03/18/2013	110-6047-512.50-16	TRK/PARTS PW199	34.80	
					VENDOR TOTAL *	34.80	
0004999	00	ALLIANCE PLBG & SEWER					
FEB 2013	008440	01	03/18/2013	110-4025-424.30-12	PLUMBING INSPECTIONS	1,908.20	
FEB 2013	008441	01	03/18/2013	110-4025-424.30-12	MEETING FEES	20.00	
					VENDOR TOTAL *	1,928.20	
0000078	00	ALLIED WASTE/REPUBLIC #551					
0551009955786-A008202		01	03/18/2013	110-6045-441.30-35	OCT/NOV LEAF PICK-UP	94,738.68	
					VENDOR TOTAL *	94,738.68	
0010804	00	ALLSTAR AUTO GLASS INC					
WOC02081	007982	01	03/18/2013	110-6047-512.50-02	PD-13	95.00	

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO		NO NO						AMOUNT
0010804	00	ALLSTAR AUTO GLASS INC						
						VENDOR TOTAL *	95.00	
0005297	00	AMERICAN CHARGE SERVICE						
03/06/2013		008600	01	03/18/2013	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	375.40	
03/06/2013		008601	01	03/18/2013	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	25.20	
						VENDOR TOTAL *	400.60	
0020240	00	AMERICAN WELDING & GAS INC						
02122352		008169	01	03/18/2013	110-6047-512.40-98	SUPPLIES	102.90	
02138580		008429	01	03/18/2013	110-6047-512.40-98	PARTS/SUPPLIES	43.68	
						VENDOR TOTAL *	146.58	
0004935	00	ARAMARK UNIFORM SVCS						
701-7989037		008177	01	03/18/2013	110-6041-432.40-62	UNIFORM SUPPLIES	29.72	
701-7989038		008179	01	03/18/2013	110-6041-432.40-62	UNIFORM SUPPLIES	117.91	
701-7997575		008414	01	03/18/2013	110-6041-432.40-62	UNIFORM SUPPLIES	29.72	
701-7997576		008417	01	03/18/2013	110-6041-432.40-62	UNIFORM SUPPLIES	126.63	
701-7989037		008178	01	03/18/2013	510-6052-501.40-62	UNIFORM SUPPLIES	29.71	
701-7989038		008180	01	03/18/2013	510-6052-501.40-62	UNIFORM SUPPLIES	117.90	
701-7997575		008415	01	03/18/2013	510-6052-501.40-62	UNIFORM SUPPLIES	29.71	
701-7997576		008418	01	03/18/2013	510-6052-501.40-62	UNIFORM SUPPLIES	126.62	
						VENDOR TOTAL *	607.92	
0007267	00	ASSOCIATED TECHNICAL SERVICES, LTD						
23338		007904	01	03/18/2013	510-6052-501.30-52	LEAK LOCATION SVCS	3,340.00	
						VENDOR TOTAL *	3,340.00	
0007161	00	ASSOCIATED TIRE & BATTERY CO, INC						
519444		007923	01	03/18/2013	110-6047-512.50-16	PARTS/SUPPLIES	509.32	
518908		007924	01	03/18/2013	110-6047-512.50-16	BATTERY CORE REFUND	36.00-	
519610		008464	01	03/18/2013	110-6047-512.50-16	RETURNED MERCHANDISE	36.00-	
						VENDOR TOTAL *	437.32	
0020274	00	ASSURANCE AGENCY, LTD						
127114		007873	01	03/18/2013	110-1001-411.20-05	DENTAL INS	34.49	
127114		007887	01	03/18/2013	110-1001-411.20-04	HEALTH INS	27.19	
127114		007874	01	03/18/2013	110-2006-413.20-05	DENTAL INS	79.14	
127114		007888	01	03/18/2013	110-2006-413.20-04	HEALTH INS	70.03	
127114		007875	01	03/18/2013	110-2007-413.20-05	DENTAL INS	18.64	
127114		007889	01	03/18/2013	110-2007-413.20-04	HEALTH INS	21.82	
127114		007876	01	03/18/2013	110-2008-413.20-05	DENTAL INS	47.37	
127114		007890	01	03/18/2013	110-2008-413.20-04	HEALTH INS	24.74	
127114		007877	01	03/18/2013	110-3015-414.20-05	DENTAL INS	18.47	
127114		007891	01	03/18/2013	110-3015-414.20-04	HEALTH INS	8.19	
127114		007878	01	03/18/2013	110-4020-422.20-05	DENTAL INS	345.79	
127114		007892	01	03/18/2013	110-4020-422.20-04	HEALTH INS	343.25	
127114		007879	01	03/18/2013	110-4025-424.20-05	DENTAL INS	80.33	
127114		007893	01	03/18/2013	110-4025-424.20-04	HEALTH INS	64.65	

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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
0020274	00	ASSURANCE AGENCY, LTD						
127114	007880		01	03/18/2013	110-5030-421.20-05	DENTAL INS	635.33	
127114	007894		01	03/18/2013	110-5030-421.20-04	HEALTH INS	559.54	
127114	007881		01	03/18/2013	110-6040-431.20-05	DENTAL INS	169.38	
127114	007895		01	03/18/2013	110-6040-431.20-04	HEALTH INS	359.14	
127114	007882		01	03/18/2013	110-7060-451.20-05	DENTAL INS	21.69	
127114	007896		01	03/18/2013	110-7060-451.20-04	HEALTH INS	10.88	
127114	007883		01	03/18/2013	210-8070-452.20-05	DENTAL INS	128.29	
127114	007900		01	03/18/2013	210-8070-452.20-04	HEALTH INS	110.30	
127114	007884		01	03/18/2013	510-6050-501.20-05	DENTAL INS	34.06	
127114	007897		01	03/18/2013	510-6050-501.20-04	HEALTH INS	129.99	
127114	007885		01	03/18/2013	510-6055-502.20-05	DENTAL INS	17.12	
127114	007898		01	03/18/2013	510-6055-502.20-04	HEALTH INS	113.36	
127114	007886		01	03/18/2013	530-0088-503.20-05	DENTAL INS	14.90	
127114	007899		01	03/18/2013	530-0088-503.20-04	HEALTH INS	11.92	
VENDOR TOTAL *							3,500.00	
0012277	00	AT&T						
63094131383002	008497		01	03/18/2013	110-1001-411.30-75	MONTHLY PHONE	16.46	
63029919617851	007853		01	03/18/2013	110-2008-413.30-98	MONTHLY PHONE	259.05	
63029919307818	007854		01	03/18/2013	110-2008-413.30-98	MONTHLY PHONE	259.05	
63022613552388	007856		01	03/18/2013	110-4020-422.30-75	MONTHLY PHONE	366.58	
70822603773592	007860		01	03/18/2013	110-4020-422.30-75	MONTHLY PHONE	188.08	
63094177985546	008494		01	03/18/2013	110-4020-422.30-75	MONTHLY PHONE	99.15	
84727365350170	007863		01	03/18/2013	110-4021-425.30-75	MONTHLY PHONE	288.18	
63022603952325	007859		01	03/18/2013	110-5030-421.30-75	MONTHLY PHONE	35.96	
70822603942320	007862		01	03/18/2013	110-5030-421.30-75	MONTHLY PHONE	188.08	
63022655290673	008154		01	03/18/2013	110-5030-421.30-27	MONTHLY PHONE	255.65	
63094112299292	008495		01	03/18/2013	110-5030-421.30-75	MONTHLY PHONE	35.41	
63029979019998	007855		01	03/18/2013	110-6040-431.30-75	MONTHLY PHONE	291.88	
70822613280851	007857		01	03/18/2013	110-6040-431.30-75	MONTHLY PHONE	152.48	
63029950633668	007864		01	03/18/2013	110-6040-431.30-75	MONTHLY PHONE	158.18	
63029950643667	007865		01	03/18/2013	110-6040-431.30-75	MONTHLY PHONE	183.29	
70822611450803	007868		01	03/18/2013	110-6040-431.30-75	MONTHLY PHONE	708.18	
63083402982045	008155		01	03/18/2013	110-6040-431.30-75	MONTHLY PHONE	101.42	
630R0605979200	007869		01	03/18/2013	110-6046-418.50-01	MONTHLY PHONE	152.48	
70822611762223	008200		01	03/18/2013	110-7060-451.30-75	MONTHLY PHONE	152.48	
63083313263643	008201		01	03/18/2013	110-7060-451.30-98	MONTHLY PHONE	43.77	
70822611739932	007858		01	03/18/2013	510-6052-501.30-75	MONTHLY PHONE	194.02	
70822611450803	007867		01	03/18/2013	510-6052-501.30-75	MONTHLY PHONE	354.09	
70822603793590	007861		01	03/18/2013	510-6055-502.30-75	MONTHLY PHONE	188.08	
70822611450803	007866		01	03/18/2013	510-6055-502.30-75	MONTHLY PHONE	354.09	
63094131383002	008496		01	03/18/2013	510-6055-502.30-75	MONTHLY PHONE	16.46	
VENDOR TOTAL *							5,042.55	
0012291	00	AUTO TECH CENTERS INC						
242169	007979		01	03/18/2013	110-6047-512.50-20	PD-11	459.08	
242170	007980		01	03/18/2013	110-6047-512.50-20	STOCK	346.81	
VENDOR TOTAL *							805.89	
0018177	00	BARTELS CONSULTING, KEN						

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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
0018177	00	BARTELS CONSULTING, KEN						
03/07/2013	008500		01	03/18/2013	110-1001-411.30-12	PROFESSIONAL SVCS	225.00	
03/07/2013	008501		01	03/18/2013	110-3015-414.30-12	PROFESSIONAL SVCS	1,597.50	
03/07/2013	008499		01	03/18/2013	110-7060-451.30-12	PROFESSIONAL SVCS	1,305.00	
03/07/2013	008502		01	03/18/2013	330-0095-465.30-52	PROFESSIONAL SVCS	202.50	
VENDOR TOTAL *							3,330.00	
0012081	00	BAXTER & WOODMAN						
0167270	008234		01	03/18/2013	510-6056-502.50-10	PROFESSIONAL SVCS	955.39	
0167270	008233		01	03/18/2013	510-6057-502.50-10	PROFESSIONAL SVCS	55.00	
0167269	008235		01	03/18/2013	510-6057-502.80-20	PROF ENG SVCS	29,439.49	
0167268	008236		01	03/18/2013	510-6057-502.80-20	PROF ENG SVCS	128.75	
VENDOR TOTAL *							30,578.63	
0000728	00	BERRY, SUZANNE						
02/19-02/21/13	008212		01	03/18/2013	110-5030-421.60-05	EXPENSE REIMBURSEMENT	66.55	
02/19-02/21/13	008213		01	03/18/2013	110-5030-421.60-11	EXPENSE REIMBURSEMENT	21.35	
VENDOR TOTAL *							87.90	
0010307	00	BEST QUALITY CLEANING INC						
50360	008204		01	03/18/2013	110-6046-418.30-14	CLEANING SVCS	5,825.00	
50360	008205		01	03/18/2013	510-6057-502.30-14	CLEANING SVCS	320.00	
VENDOR TOTAL *							6,145.00	
0017368	00	BIOVIR LABORATORIES, INC						
130097	008655		01	03/18/2013	510-6057-502.30-33	LAB TESTING	616.88	
VENDOR TOTAL *							616.88	
0016094	00	BISHOP, DAN						
02/15/2013	007937		01	03/18/2013	110-5030-421.60-05	EXPENSE REIMBURSEMENT	46.38	
02/15/2013	007938		01	03/18/2013	110-5030-421.60-11	EXPENSE REIMBURSEMENT	10.00	
02/20-02/22/13	008215		01	03/18/2013	110-5030-421.60-05	EXPENSE REIMBURSEMENT	61.14	
02/20-02/22/13	008216		01	03/18/2013	110-5030-421.60-11	EXPENSE REIMBURSEMENT	27.48	
VENDOR TOTAL *							145.00	
0016285	00	BOBOWSKI, CHRIS E						
27007	008469		01	03/18/2013	110-0000-316.00-00	TRANSFER STAMP REFUND	900.00	
VENDOR TOTAL *							900.00	
0021046	00	BONKOWSKI, JEOME						
03/21/2013	008382		01	03/18/2013	110-7060-451.60-65	LECTURE/SPEAKER	250.00	
VENDOR TOTAL *							250.00	
0016295	00	BONNELL INDUSTRIES INC						
0145076-IN	008650		01	03/18/2013	110-6042-433.50-16	STOCK	378.12	
0144898-IN	008651		01	03/18/2013	110-6042-433.50-16	STOCK	557.59	
0144897-IN	008652		01	03/18/2013	110-6042-433.50-16	TRK/PARTS PW78	593.60	
0145075-IN	008653		01	03/18/2013	110-6042-433.50-16	TRK/PARTS PW78	358.94	
VENDOR TOTAL *							1,888.25	
0016697	00	BORDIGNON, ANTHONY						

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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
0016697	00	BORDIGNON, ANTHONY						
02/15-02/28/13		008147	01	03/18/2013	110-0086-453.30-52	CATV PROF SVCS	169.00	
							VENDOR TOTAL *	169.00
0001899	00	BRISTOL HOSE & FITTING MAIN WAREHSE						
00317855		008637	01	03/18/2013	110-6042-433.50-16	SNOW PARTS	613.26	
00317407		008638	01	03/18/2013	110-6042-433.50-16	TRK/PARTS PW25	18.87	
00317007		007978	01	03/18/2013	110-6047-512.50-16	STOCK	102.66	
00317773		008634	01	03/18/2013	110-6047-512.50-16	HOSE/STOCK	79.50	
00317922		008635	01	03/18/2013	110-6047-512.50-16	TRK/PARTS F-6, F-7	183.20	
00317424		008636	01	03/18/2013	110-6047-512.50-16	TRK/PARTS TRK#1	133.75	
							VENDOR TOTAL *	1,131.24
0007057	00	BROADCAST PRODUCTION SERVICES INC						
02/15-02/28/13		008151	01	03/18/2013	110-0086-453.30-52	CATV PROF SVCS	469.25	
							VENDOR TOTAL *	469.25
0000084	00	BURGIN, DENNIS						
02/15-02/28/13		008150	01	03/18/2013	110-0086-453.30-52	CATV PROF SVCS	420.50	
							VENDOR TOTAL *	420.50
0009267	00	C J C AUTO PARTS & TIRES						
931853		007989	01	03/18/2013	110-6047-512.50-16	STOCK	8.00	
931842		007990	01	03/18/2013	110-6047-512.50-16	PW-29	16.18	
932353		008642	01	03/18/2013	110-6047-512.50-16	TRK/PARTS PW39	253.45	
932276		008643	01	03/18/2013	110-6047-512.50-16	TRK/PARTS PW112	64.16	
932516		008644	01	03/18/2013	110-6047-512.50-16	TRK/PARTS PD-15	111.65	
932530		008645	01	03/18/2013	110-6047-512.50-16	STOCK	69.06	
933011		008646	01	03/18/2013	110-6047-512.50-16	STOCK	19.06	
933068		008647	01	03/18/2013	110-6047-512.50-16	BRAKE CLEANER	253.80	
932373		008648	01	03/18/2013	110-6047-512.50-16	CORE CREDIT	80.00-	
							VENDOR TOTAL *	715.36
0018709	00	CALDWELL, PAT - PETTY CASH						
02/21-03/07/13		008623	01	03/18/2013	110-0000-260.02-00	PETTY CASH REIMBURSEMENT	2.00	
02/21-03/07/13		008624	01	03/18/2013	110-1001-411.60-11	PETTY CASH REIMBURSEMENT	31.39	
02/21-03/07/13		008625	01	03/18/2013	110-2006-413.40-33	PETTY CASH REIMBURSEMENT	6.16	
02/21-03/07/13		008626	01	03/18/2013	110-2007-413.60-23	PETTY CASH REIMBURSEMENT	7.11	
02/21-03/07/13		008627	01	03/18/2013	110-3015-414.60-11	PETTY CASH REIMBURSEMENT	43.50	
02/21-03/07/13		008628	01	03/18/2013	110-4025-424.60-11	PETTY CASH REIMBURSEMENT	40.00	
02/21-03/07/13		008629	01	03/18/2013	110-6040-431.60-37	PETTY CASH REIMBURSEMENT	30.00	
							VENDOR TOTAL *	160.16
0004563	00	CAMPISE, MICHAEL						
02/20/2013		008214	01	03/18/2013	110-5030-421.60-05	EXPENSE REIMBURSEMENT	60.00	
							VENDOR TOTAL *	60.00
0020693	00	CARL WARREN & CO						
1466939		008727	01	03/18/2013	110-0082-416.60-28	CLAIM FEES	600.00	

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VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0020693	00	CARL WARREN & CO	1466939	008728		01	03/18/2013	110-0082-416.60-02	CLAIM FEES	300.00	
VENDOR TOTAL *										900.00	
0013334	00	CARROLL, LAWRENCE B	03/04/2013	008662		01	03/18/2013	110-2007-413.30-52	MANAGEMENT CONSULTATION	900.00	
			03/04/2013	008663		01	03/18/2013	110-4020-422.60-11	MANAGEMENT CONSULTATION	525.00	
VENDOR TOTAL *										1,425.00	
0008716	00	CASE LOTS INC	046678	008047		01	03/18/2013	110-4020-422.40-24	SUPPLIES	34.35	
			046678	008048		01	03/18/2013	110-6041-432.40-98	SUPPLIES	34.35	
			046678	008049		01	03/18/2013	110-6043-434.40-98	SUPPLIES	34.35	
			046678	008050		01	03/18/2013	110-6046-418.40-98	SUPPLIES	34.35	
			046733	008165		01	03/18/2013	110-6046-418.40-24	SUPPLIES	273.25	
			046678	008045		01	03/18/2013	110-6047-512.40-24	SUPPLIES	85.88	
			046678	008051		01	03/18/2013	510-6052-501.40-98	SUPPLIES	34.34	
			046678	008046		01	03/18/2013	510-6057-502.40-24	SUPPLIES	85.88	
VENDOR TOTAL *										616.75	
0013254	00	CCP INDUSTRIES INC	IN01043144	007928		01	03/18/2013	110-5030-421.40-98	SUPPLIES	314.96	
VENDOR TOTAL *										314.96	
0007069	00	CDW GOVERNMENT INC	2234354	008679		01	03/18/2013	110-2008-413.40-73	INK CARTRIDGES	192.76	
VENDOR TOTAL *										192.76	
0010588	00	CENTRAL PARTS WAREHOUSE	198629A	008539		01	03/18/2013	110-6042-433.50-16	TRK/PARTS PW111	1,266.27	
VENDOR TOTAL *										1,266.27	
0012836	00	CERTIFIED FLEET SERVICES, INC	S14367	007977		01	03/18/2013	110-6047-512.50-16	TRK 1	204.71	
			S14365	008633		01	03/18/2013	110-6047-512.50-16	TRK/PARTS TRK#2	1.84	
VENDOR TOTAL *										206.55	
0018285	00	CFA SOFTWARE, INC	11852	007947		01	03/18/2013	110-2008-413.50-23	SOFTWARE MAINT	1,595.00	
VENDOR TOTAL *										1,595.00	
0014200	00	CHICAGO INTL TRUCKS, LLC	16083039	007914		01	03/18/2013	110-6047-512.50-16	PARTS/SUPPLIES	98.36	
VENDOR TOTAL *										98.36	
0014402	00	CHICAGO PARTS & SOUND LLC	505030	007913		01	03/18/2013	110-6047-512.50-16	PARTS/SUPPLIES	123.98	
			505888	008035		01	03/18/2013	110-6047-512.50-16	PARTS/SUPPLIES	82.47	
			506307	008542		01	03/18/2013	110-6047-512.50-16	TRK/PARTS PD-15	90.05	

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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
0014402	00	CHICAGO PARTS & SOUND LLC						
506492		008543	01	03/18/2013	110-6047-512.50-20	TIRE SUPPLIES	455.52	
507014		008544	01	03/18/2013	110-6047-512.50-16	STOCK	80.09	
VENDOR TOTAL *							832.11	
0003530	00	CLIFFORD-WALD, A KIP CO						
IN00076148		008248	01	03/18/2013	110-2008-413.80-03	GIS PLOTTER	10,244.00	
IN00076138		008249	01	03/18/2013	110-2008-413.40-73	INK CARTRIDGE	141.94	
IN00076340		008250	01	03/18/2013	110-2008-413.40-73	INK CARTRIDGES	378.52	
VENDOR TOTAL *							10,764.46	
0000112	00	COCA-COLA BOTTLING CO						
0308166107		007932	01	03/18/2013	110-1001-411.60-98	VENDING MACHINE REFILL	96.00	
VENDOR TOTAL *							96.00	
0000114	00	COM ED						
0055090072		008498	01	03/18/2013	110-6044-435.30-24	MONTHLY ELECTRIC	26.28	
VENDOR TOTAL *							26.28	
0014623	00	COMCAST CABLE						
877120089001921008426			01	03/18/2013	110-2008-413.30-52	DIGITAL ADAPTER SVC	2.14	
877120089014023008194			01	03/18/2013	110-4020-422.60-86	INTERNET SVCS	76.95	
877120089008715008195			01	03/18/2013	110-4020-422.60-86	INTERNET/CABLE SVCS	193.79	
877120089014144008196			01	03/18/2013	110-4020-422.60-86	INTERNET SVCS	76.95	
877120089004674008197			01	03/18/2013	110-4020-422.60-86	CABLE SVCS	142.40	
VENDOR TOTAL *							492.23	
0009478	00	COMMUNICATION REVOLVING FUND						
T1324032		008247	01	03/18/2013	110-2008-413.30-52	INTERNET T1	310.00	
T1326771		008217	01	03/18/2013	110-5030-421.30-27	LEASED CIRCUITS	734.40	
VENDOR TOTAL *							1,044.40	
0008478	00	CONNELLY ELECTRIC						
189434		008203	01	03/18/2013	530-0088-503.80-19	OVERHEAD UTILITY RELOCATI	54,900.00	
VENDOR TOTAL *							54,900.00	
0011437	00	CONSTELLATION						
0009169043		008594	01	03/18/2013	110-6041-432.30-24	MONTHLY ELECTRIC	3,215.06	
0009169043		008596	01	03/18/2013	110-6044-435.30-24	MONTHLY ELECTRIC	365.39	
0009169043		008592	01	03/18/2013	510-6051-501.30-24	MONTHLY ELECTRIC	1,065.19	
0009169043		008593	01	03/18/2013	510-6052-501.30-24	MONTHLY ELECTRIC	9,012.21	
0009169043		008591	01	03/18/2013	510-6057-502.30-24	MONTHLY ELECTRIC	35,588.81	
0009169043		008595	01	03/18/2013	530-0088-503.30-24	MONTHLY ELECTRIC	4,596.09	
VENDOR TOTAL *							53,842.75	
0004107	00	CONTINENTAL WEATHER SERVICE						
12861		008621	01	03/18/2013	110-6042-433.30-98	MONTHLY WEATHER FORECAST	170.00	
VENDOR TOTAL *							170.00	
0015461	00	CROSSBOW INDUSTRIAL WATER						

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VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0015461	00	CROSSBOW INDUSTRIAL WATER	2101835	008657		01	03/18/2013	510-6057-502.40-25	WATER TANK EXCHANGE	172.57	
									VENDOR TOTAL *	172.57	
0006771	00	CUMMINS/NPOWER LLC	711-29556	008540		01	03/18/2013	110-6047-512.50-16	TRK/PARTS TRK#1	172.21	
805-1320				008541		01	03/18/2013	110-6047-512.50-16	TRK/PARTS TRK#1	132.57	
									VENDOR TOTAL *	304.78	
0010912	00	DILEO'S PIZZERIA	224971	007946		01	03/18/2013	110-5030-421.60-98	CROSSING GUARD LUNCHEON	402.51	
									VENDOR TOTAL *	402.51	
0003545	00	DUDEK DESIGN	022113	007901		01	03/18/2013	110-1001-411.40-98	BUSINESS CARDS	78.00	
									VENDOR TOTAL *	78.00	
0007246	00	DUPAGE COUNTY TREASURER-IT	1676	008613		01	03/18/2013	110-5030-421.30-27	DATA PROCESSING FEE	250.00	
									VENDOR TOTAL *	250.00	
0000165	00	DUPAGE MAYORS & MANAGERS CONFERENCE	7419	008680		01	03/18/2013	110-1001-411.60-11	MEETING/DINNER	40.00	
									VENDOR TOTAL *	40.00	
0000169	00	DUPAGE WATER COMMISSION	09940	008448		01	03/18/2013	510-6050-501.90-90	FIXED COST ASSESSMENT	31,438.60	
09940				008447		01	03/18/2013	510-6051-501.30-20	WATER CONSUMPTION	342,524.40	
									VENDOR TOTAL *	373,963.00	
0009707	00	E J EQUIPMENT INC	0055032-1	008538		01	03/18/2013	110-6042-433.50-16	TRK/PARTS PW25	1,238.51	
									VENDOR TOTAL *	1,238.51	
0020250	00	EAGLE RECOGNITION	0494463-IN	008689		01	03/18/2013	110-2007-413.60-23	SERVICE AWARDS	151.66	
0494393-IN				008690		01	03/18/2013	110-2007-413.60-23	SERVICE AWARDS	271.45	
0494441-IN				008691		01	03/18/2013	110-2007-413.60-23	SERVICE AWARDS	219.05	
0495167-IN				008692		01	03/18/2013	110-2007-413.60-23	FREIGHT CHARGES	14.93	
0496262-IN				008693		01	03/18/2013	110-2007-413.60-23	SERVICE AWARDS	116.25	
0495014-IN				008694		01	03/18/2013	110-2007-413.60-23	SERVICE AWARDS	267.75	
									VENDOR TOTAL *	1,041.09	
0014731	00	ECS	08-4088	008701		01	03/18/2013	110-4020-422.20-07	W/C CLAIMS	260.00	
08-4088				008707		01	03/18/2013	110-4020-422.20-07	CHECKS/BANKING FEE	38.78	
08-4088				008705		01	03/18/2013	110-5030-421.20-07	W/C CLAIMS	260.00	
08-4088				008709		01	03/18/2013	110-5030-421.20-07	CHECKS/BANKING FEE	68.48	
08-4088				008703		01	03/18/2013	110-6040-431.20-07	W/C CLAIMS	670.00	

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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
0014731	00	ECS						
08-4088		008710	01	03/18/2013	110-6040-431.20-07	CHECKS/BANKING FEE	150.70	
08-4088		008711	01	03/18/2013	510-6050-501.20-07	CHECKS/BANKING FEE	11.00	
08-4088		008713	01	03/18/2013	510-6055-502.20-07	CHECKS/BANKING FEE	6.04	
VENDOR TOTAL *							1,465.00	
0020136	00	ELAN TECHNOLOGIES, INC						
TVK022013		008244	01	03/18/2013	510-6056-502.50-01	ANTENNA INSTALLATION	16,885.00	
VENDOR TOTAL *							16,885.00	
0001579	00	ELMHURST CITY CENTRE						
02/27/2013		007909	01	03/18/2013	110-0094-454.60-07	HOLIDAY DECOR REIMBURSE	19,879.78	
VENDOR TOTAL *							19,879.78	
0014621	00	ELMHURST CLAIMS ACCOUNT - CLAIM SVC						
7504366944		007849	01	03/18/2013	110-4020-422.20-07	SELF INSURED LOSS FUND	125.84	
7504366944		008442	01	03/18/2013	110-4020-422.20-07	SELF INSURED LOSS FUND	2,073.73	
7504366944		007850	01	03/18/2013	110-6040-431.20-07	SELF INSURED LOSS FUND	1,239.73	
7504366944		008443	01	03/18/2013	110-6040-431.20-07	SELF INSURED LOSS FUND	6,042.24	
7504366944		007851	01	03/18/2013	510-6050-501.20-07	SELF INSURED LOSS FUND	2,982.92	
7504366944		008444	01	03/18/2013	510-6050-501.20-07	SELF INSURED LOSS FUND	6,908.97	
7504366944		007852	01	03/18/2013	510-6055-502.20-07	SELF INSURED LOSS FUND	1,262.39	
VENDOR TOTAL *							20,635.82	
0015836	00	ELMHURST INDEPENDENT - ROCK VALLEY						
106082		008186	01	03/18/2013	110-6040-431.30-54	PUBLIC NOTICE	65.25	
106082		008187	01	03/18/2013	510-6050-501.30-54	PUBLIC NOTICE	65.25	
VENDOR TOTAL *							130.50	
0007717	00	ELMHURST JAYCEES						
02/07/2013		008243	01	03/18/2013	110-0094-454.60-32	2012-13 COMMUNITY GRANT	7,300.00	
VENDOR TOTAL *							7,300.00	
0019941	00	ELMHURST MEMORIAL HOSP POB 4052						
74035		008468	01	03/18/2013	110-2007-413.30-47	DRUG SCREEN	315.00	
VENDOR TOTAL *							315.00	
0000188	00	ELMHURST PARK DISTRICT						
01664		008470	01	03/18/2013	110-0000-313.03-03	MUNICIPAL TAX REIMBURSE	91.42	
VENDOR TOTAL *							91.42	
0000193	00	ELMHURST POSTMASTER-PERMIT 47						
FEB 2013		007951	01	02/26/2013	110-1001-411.60-40	CITY NEWSLETTER POSTAGE	CHECK #: 161945	2,894.09
03062013		008445	01	03/07/2013	510-6050-501.30-49	WATER/SEWER POSTAGE	CHECK #: 162250	1,800.00
03062013		008446	01	03/07/2013	510-6055-502.30-49	WATER/SEWER POSTAGE	CHECK #: 162250	1,800.00
VENDOR TOTAL *							.00	6,494.09
0009760	00	ELMHURST ST PATRICK'S DAY COMMITTEE						
2013		008254	01	03/05/2013	110-0094-454.60-32	COMMUNITY GRANT	CHECK #: 162233	8,500.00

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VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0009760	00	ELMHURST ST PATRICK'S DAY COMMITTEE									
									VENDOR TOTAL *	.00	8,500.00
0017744	00	ENTERSECT CORP	43634	008437		01	03/18/2013	110-5030-421.30-98	MONTHLY SVC/FEB 2013	75.00	
									VENDOR TOTAL *	75.00	
0017899	00	ENVIRONMENTAL RESOURCE ASSOCS	677482	008661		01	03/18/2013	510-6057-502.30-33	LAB SVCS	255.36	
									VENDOR TOTAL *	255.36	
0017007	00	FACILITY SOLUTIONS GROUP	2926985-00	007925		01	03/18/2013	110-6044-435.40-26	LAMPS	485.92	
									VENDOR TOTAL *	485.92	
0013212	00	FEDEX	2-183-10199	008678		01	03/18/2013	110-2008-413.30-52	SHIPPING FEE	9.87	
									VENDOR TOTAL *	9.87	
0015916	00	FIFTH THIRD BANK - PROCUREMENT CARD									
FEB 15, 2013		008056				01	02/26/2013	110-1001-411.60-11	NIU OUTREACH	CHECK #: 162228	150.00
FEB 15, 2013		008084				01	02/26/2013	110-1001-411.60-11	TIX EVENT TICKET SERVI	CHECK #: 162228	27.75
FEB 15, 2013		008088				01	02/26/2013	110-1003-412.30-52	REI ELSEVIER SCI&TECH	CHECK #: 162228	124.52
FEB 15, 2013		008089				01	02/26/2013	110-1003-412.30-52	A BOOK COMPANY	CHECK #: 162228	178.59-
FEB 15, 2013		008091				01	02/26/2013	110-1003-412.30-52	A BOOK COMPANY	CHECK #: 162228	254.13
FEB 15, 2013		008092				01	02/26/2013	110-1003-412.30-52	AMAZON.COM	CHECK #: 162228	514.05
FEB 15, 2013		008057				01	02/26/2013	110-2006-413.60-37	IL GOVMT FIN OFF ASSOC	CHECK #: 162228	500.00
FEB 15, 2013		008058				01	02/26/2013	110-2006-413.60-11	GOVERNMENT FINANCE OFF	CHECK #: 162228	380.00
FEB 15, 2013		008059				01	02/26/2013	110-2006-413.60-11	IL GOVMT FIN OFF ASSOC	CHECK #: 162228	250.00
FEB 15, 2013		008060				01	02/26/2013	110-2006-413.60-11	IL GOVMT FIN OFF ASSOC	CHECK #: 162228	250.00
FEB 15, 2013		008061				01	02/26/2013	110-2006-413.30-49	LEWIS SOFTWARE ASSOCIA	CHECK #: 162228	7.00
FEB 15, 2013		008062				01	02/26/2013	110-2007-413.60-11	SKYPE COMMUNICATIO	CHECK #: 162228	59.88
FEB 15, 2013		008063				01	02/26/2013	110-2007-413.60-23	GREEN DOOR PROMOTIONS	CHECK #: 162228	352.50
FEB 15, 2013		008064				01	02/26/2013	110-2007-413.60-23	MIDWEST CONFERENCE CTR	CHECK #: 162228	1,040.00
FEB 15, 2013		008065				01	02/26/2013	110-2007-413.60-42	SHL US INVOICE LINK	CHECK #: 162228	484.50
FEB 15, 2013		008119				01	02/26/2013	110-2007-413.60-23	PANERA BREAD #768	CHECK #: 162228	111.92
FEB 15, 2013		008120				01	02/26/2013	110-2007-413.60-23	EL FAMOUS BURITO	CHECK #: 162228	136.90
FEB 15, 2013		008066				01	02/26/2013	110-2008-413.40-16	APL APPLE ITUNES STORE	CHECK #: 162228	21.24
FEB 15, 2013		008067				01	02/26/2013	110-2008-413.40-72	HP HOME STORE	CHECK #: 162228	2,358.73
FEB 15, 2013		008068				01	02/26/2013	110-2008-413.40-72	HP SERVICES	CHECK #: 162228	124.37-
FEB 15, 2013		008069				01	02/26/2013	110-2008-413.50-25	VERIZON WRLS N5419-01	CHECK #: 162228	37.49
FEB 15, 2013		008070				01	02/26/2013	110-2008-413.40-72	BEST BUY 00003012	CHECK #: 162228	199.99
FEB 15, 2013		008071				01	02/26/2013	110-2008-413.40-72	HP SERVICES	CHECK #: 162228	610.73
FEB 15, 2013		008072				01	02/26/2013	110-2008-413.30-52	YOUSENDIT INC	CHECK #: 162228	149.02
FEB 15, 2013		008085				01	02/26/2013	110-3015-414.60-11	APA STREAMING PRODUCTS	CHECK #: 162228	735.00
FEB 15, 2013		008073				01	02/26/2013	110-4020-422.40-98	TLF PHILLIPS FLOWERS A	CHECK #: 162228	60.63
FEB 15, 2013		008074				01	02/26/2013	110-4020-422.60-11	ANGELO'S RISTORANTE &	CHECK #: 162228	657.65
FEB 15, 2013		008075				01	02/26/2013	110-4020-422.60-86	FOSTER SMITH MAIL ORDR	CHECK #: 162228	264.44
FEB 15, 2013		008076				01	02/26/2013	110-4020-422.40-98	TLF PHILLIPS FLOWERS A	CHECK #: 162228	58.95

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR	
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED	
NO	NO	NO						AMOUNT	
0015916	00	FIFTH THIRD BANK - PROCUREMENT CARD							
FEB 15, 2013	008077		01	02/26/2013	110-4020-422.40-98	TLF PHILLIPS FLOWERS A	CHECK #:	162228	4.00-
FEB 15, 2013	008078		01	02/26/2013	110-4020-422.60-86	SEARS COM INTERNET	CHECK #:	162228	10.61-
FEB 15, 2013	008086		01	02/26/2013	110-4020-422.60-11	AUGUSTINO'S ROCK AND R	CHECK #:	162228	414.55
FEB 15, 2013	008087		01	02/26/2013	110-4020-422.60-11	MORE THAN MOCHA	CHECK #:	162228	112.11
FEB 15, 2013	008079		01	02/26/2013	110-4022-423.60-11	PANERA BREAD #768	CHECK #:	162228	1.79-
FEB 15, 2013	008080		01	02/26/2013	110-4022-423.60-11	JEWEL #3346	CHECK #:	162228	1.24-
FEB 15, 2013	008081		01	02/26/2013	110-4022-423.60-11	PANERA BREAD #768	CHECK #:	162228	30.46
FEB 15, 2013	008082		01	02/26/2013	110-4022-423.60-11	JEWEL #3346	CHECK #:	162228	21.81
FEB 15, 2013	008083		01	02/26/2013	110-4022-423.60-11	EB 2013 ADVANCED SEVE	CHECK #:	162228	105.00
FEB 15, 2013	008090		01	02/26/2013	110-5030-421.30-49	USPS 16250295523301252	CHECK #:	162228	4.00
FEB 15, 2013	008093		01	02/26/2013	110-5030-421.30-49	USPS 16250295523301252	CHECK #:	162228	12.35
FEB 15, 2013	008115		01	02/26/2013	110-5030-421.50-01	AIR PURIFIER REPAIR I	CHECK #:	162228	48.89
FEB 15, 2013	008117		01	02/26/2013	110-5030-421.50-01	EASYKEYS.COM, INC	CHECK #:	162228	10.00
FEB 15, 2013	008094		01	02/26/2013	110-6040-431.60-11	A-S-K ASSOCIATES INC	CHECK #:	162228	200.00
FEB 15, 2013	008096		01	02/26/2013	110-6040-431.60-11	AMERICAN AIRLINES	CHECK #:	162228	204.40
FEB 15, 2013	008098		01	02/26/2013	110-6040-431.60-11	ACEC IL	CHECK #:	162228	95.00
FEB 15, 2013	008100		01	02/26/2013	110-6040-431.60-11	GG THE CONSERVATION F	CHECK #:	162228	42.50
FEB 15, 2013	008118		01	02/26/2013	110-6044-435.40-98	GEODATA SYSTEMS MGT IN	CHECK #:	162228	397.10
FEB 15, 2013	008106		01	02/26/2013	110-6046-418.50-01	AMAZON MKTPLACE PMTS	CHECK #:	162228	13.17
FEB 15, 2013	008107		01	02/26/2013	110-6046-418.50-01	AMAZON MKTPLACE PMTS	CHECK #:	162228	89.00
FEB 15, 2013	008108		01	02/26/2013	110-6046-418.40-98	AMAZON MKTPLACE PMTS	CHECK #:	162228	99.68
FEB 15, 2013	008109		01	02/26/2013	110-6046-418.40-98	AMAZON MKTPLACE PMTS	CHECK #:	162228	7.49
FEB 15, 2013	008110		01	02/26/2013	110-6046-418.50-01	AMAZON MKTPLACE PMTS	CHECK #:	162228	10.49
FEB 15, 2013	008111		01	02/26/2013	110-6046-418.40-98	AMAZON.COM	CHECK #:	162228	767.00
FEB 15, 2013	008112		01	02/26/2013	110-6046-418.40-98	AMAZON MKTPLACE PMTS	CHECK #:	162228	11.47
FEB 15, 2013	008113		01	02/26/2013	110-6046-418.40-53	AMAZON MKTPLACE PMTS	CHECK #:	162228	202.32
FEB 15, 2013	008114		01	02/26/2013	110-6046-418.40-53	AMAZON MKTPLACE PMTS	CHECK #:	162228	59.96
FEB 15, 2013	008116		01	02/26/2013	110-6046-418.40-98	AMAZON MKTPLACE PMTS	CHECK #:	162228	34.20
FEB 15, 2013	008102		01	02/26/2013	110-6047-512.50-16	CONTEMPORARY PRODUCTS	CHECK #:	162228	1,767.00
FEB 15, 2013	008103		01	02/26/2013	110-6047-512.80-21	NATL ASSOC OF FLEET AD	CHECK #:	162228	39.00-
FEB 15, 2013	008104		01	02/26/2013	110-6047-512.50-01	ROBERTO'S RISTORANTE &	CHECK #:	162228	69.98
FEB 15, 2013	008105		01	02/26/2013	110-6047-512.50-01	PANERA BREAD #01157	CHECK #:	162228	24.35
FEB 15, 2013	008123		01	02/26/2013	110-7060-451.60-65	PAYPAL SHINDIGZSTU	CHECK #:	162228	117.40
FEB 15, 2013	008124		01	02/26/2013	110-7060-451.60-39	PAYPAL MONOPRICE	CHECK #:	162228	28.00
FEB 15, 2013	008125		01	02/26/2013	110-7060-451.60-39	NASCAR MEDIA GROUP 42	CHECK #:	162228	300.00
FEB 15, 2013	008126		01	02/26/2013	110-7060-451.60-39	LAQUINTA INNS	CHECK #:	162228	79.53
FEB 15, 2013	008127		01	02/26/2013	110-7060-451.60-39	LAQUINTA INNS	CHECK #:	162228	79.53
FEB 15, 2013	008128		01	02/26/2013	110-7060-451.60-39	ENTERPRISE RENT-A-CAR	CHECK #:	162228	211.28
FEB 15, 2013	008129		01	02/26/2013	110-7060-451.40-98	AMAZON MKTPLACE PMTS	CHECK #:	162228	80.32
FEB 15, 2013	008130		01	02/26/2013	210-8070-452.40-66	GREENPLANET	CHECK #:	162228	55.90
FEB 15, 2013	008131		01	02/26/2013	210-8070-452.30-37	GOODWILL RETAIL SER #0	CHECK #:	162228	4.96
FEB 15, 2013	008132		01	02/26/2013	210-8070-452.30-37	TARGET 00009571	CHECK #:	162228	25.04
FEB 15, 2013	008133		01	02/26/2013	210-8070-452.30-53	NETWORK SOLUTIONS, LLC	CHECK #:	162228	119.50
FEB 15, 2013	008134		01	02/26/2013	210-8070-452.60-11	AMERICAN LIBRARY ASSOC	CHECK #:	162228	195.00
FEB 15, 2013	008135		01	02/26/2013	210-8070-452.40-04	APL APPLE ITUNES STORE	CHECK #:	162228	22.29
FEB 15, 2013	008136		01	02/26/2013	210-8070-452.40-04	APL APPLE ITUNES STORE	CHECK #:	162228	21.24
FEB 15, 2013	008137		01	02/26/2013	210-8070-452.30-53	NETWORK SOLUTIONS, LLC	CHECK #:	162228	12.99
FEB 15, 2013	008138		01	02/26/2013	210-8070-452.60-11	IBACKUP.COM PRO SOFTNE	CHECK #:	162228	199.50

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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
0015916	00	FIFTH THIRD BANK - PROCUREMENT CARD						
FEB 15, 2013	008139		01	02/26/2013	210-8070-452.40-33	PAYPAL MOTOR	CHECK #: 162228	199.00
FEB 15, 2013	008140		01	02/26/2013	210-8070-452.60-11	SOUTHWEST AIRLINES	CHECK #: 162228	226.80
FEB 15, 2013	008141		01	02/26/2013	210-8070-452.60-11	WWW.RTCONVENTION.COM	CHECK #: 162228	350.00
FEB 15, 2013	008142		01	02/26/2013	210-8070-452.30-37	JEWEL #3346	CHECK #: 162228	41.22
FEB 15, 2013	008143		01	02/26/2013	210-8070-452.30-37	TARGET 00009571	CHECK #: 162228	146.70
FEB 15, 2013	008095		01	02/26/2013	510-6050-501.60-11	A-S-K ASSOCIATES INC	CHECK #: 162228	200.00
FEB 15, 2013	008097		01	02/26/2013	510-6050-501.60-11	AMERICAN AIRLINES	CHECK #: 162228	204.40
FEB 15, 2013	008099		01	02/26/2013	510-6050-501.60-11	ACEC IL	CHECK #: 162228	95.00
FEB 15, 2013	008101		01	02/26/2013	510-6050-501.60-11	GG THE CONSERVATION F	CHECK #: 162228	42.50
FEB 15, 2013	008121		01	02/26/2013	510-6050-501.60-11	SOUTHWEST AIRLINES	CHECK #: 162228	509.80
FEB 15, 2013	008122		01	02/26/2013	510-6052-501.40-98	JGEAR SHOES&BOOTS	CHECK #: 162228	465.00
						VENDOR TOTAL *	.00	18,324.60
0000648	00	FILTER RENU OF ILLINOIS, INC						
85248	008477		01	03/18/2013	110-6047-512.50-02	FILTERS RENEWED	20.38	
						VENDOR TOTAL *	20.38	
0013587	00	FINDZALL COMMUNITY MARKETING						
FEB 2013	008597		01	03/18/2013	110-3015-414.30-12	CONSULTING SVCS	1,445.00	
FEB 2013	008598		01	03/18/2013	310-0089-461.30-52	CONSULTING SVCS	850.00	
FEB 2013	008599		01	03/18/2013	330-0095-465.30-52	CONSULTING SVCS	21.25	
						VENDOR TOTAL *	2,316.25	
0006869	00	FISHER SCIENTIFIC						
3114835	008617		01	03/18/2013	510-6057-502.40-25	LAB SUPPLIES	185.42	
						VENDOR TOTAL *	185.42	
0005438	00	FLEET SAFETY SUPPLY						
57269	007975		01	03/18/2013	110-5030-421.40-98	PD-8 & STOCK	34.74	
57290	008536		01	03/18/2013	110-6047-512.50-16	AUTO/PARTS E-32	200.52	
						VENDOR TOTAL *	235.26	
0000220	00	FLESCH CO INC, GORDON						
IN10306406	008159		01	03/18/2013	110-2006-413.30-21	COPIER MAINT	95.00	
IN10306406	008160		01	03/18/2013	110-4020-422.30-21	COPIER MAINT	95.00	
						VENDOR TOTAL *	190.00	
0020947	00	FLEXIBLE BENEFIT SVC CORP						
188629	008743		01	03/18/2013	110-1001-411.20-04	HEALTH INS	5.29	
188629	008744		01	03/18/2013	110-2006-413.20-04	HEALTH INS	13.63	
188629	008745		01	03/18/2013	110-2007-413.20-04	HEALTH INS	4.25	
188629	008746		01	03/18/2013	110-2008-413.20-04	HEALTH INS	4.81	
188629	008747		01	03/18/2013	110-3015-414.20-04	HEALTH INS	1.59	
188629	008748		01	03/18/2013	110-4020-422.20-04	HEALTH INS	66.80	
188629	008749		01	03/18/2013	110-4025-424.20-04	HEALTH INS	12.58	
188629	008750		01	03/18/2013	110-5030-421.20-04	HEALTH INS	108.89	
188629	008751		01	03/18/2013	110-6040-431.20-04	HEALTH INS	69.89	
188629	008752		01	03/18/2013	110-7060-451.20-04	HEALTH INS	2.12	

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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
0015458 03/06/2013	00	GMIS ILLINOIS 008422	01	03/18/2013	110-2008-413.60-37	MEMBERSHIP	100.00	
VENDOR TOTAL *							100.00	
0000242 9075578030 9075578030	00	GRAINGER 008167 008168	01 01	03/18/2013 03/18/2013	110-6041-432.40-98 510-6052-501.40-98	SUPPLIES SUPPLIES	91.62 91.62	
VENDOR TOTAL *							183.24	
0000254 8139293	00	HACH CO 008240	01	03/18/2013	510-6057-502.40-25	LAB SUPPLIES	77.55	
VENDOR TOTAL *							77.55	
0000255 APRIL 2013	00	HAHN & ASSOCS, LTD 008603	01	03/18/2013	110-5030-421.30-48	SOCIAL SVCS	4,203.04	
VENDOR TOTAL *							4,203.04	
0005803 02/15-02/28/13	00	HARRISON, JONATHAN 008149	01	03/18/2013	110-0086-453.30-52	CATV PROF SVCS	280.50	
VENDOR TOTAL *							280.50	
0005494 13-114	00	HBK WATER METER SERVICE, INC 008620	01	03/18/2013	510-6052-501.30-98	METER TESTING	294.50	
VENDOR TOTAL *							294.50	
0015904 6252091 6252052	00	HD SUPPLY WATERWORKS, LTD 008219 008408	01 01	03/18/2013 03/18/2013	510-6052-501.40-51 510-6052-501.40-51	SERVICE LINES SERVICE LINES	157.29 203.00	
VENDOR TOTAL *							360.29	
0011839 00444010003 00444010003 00444010003 00444010003 00444010003 00444010003 00444010003 00444010003 00444010003 00444010003 00444010003 00444010003 00444010003 00444010003 00444010003 00444010003 00444010003 00444010003 00444010003	00	HEALTHCARE SERVICE CORP 008729 008730 008731 008732 008733 008734 008735 008736 008737 008738 008739 008740 008741 008742	01 01	03/18/2013 03/18/2013	110-1001-411.20-05 110-2006-413.20-05 110-2007-413.20-05 110-2008-413.20-05 110-3015-414.20-05 110-4020-422.20-05 110-4025-424.20-05 110-5030-421.20-05 110-6040-431.20-05 110-7060-451.20-05 210-8070-452.20-05 510-6050-501.20-05 510-6055-502.20-05 530-0088-503.20-05	DENTAL INS DENTAL INS	212.94 488.66 115.10 292.46 114.06 2,135.14 495.98 3,922.91 1,045.86 133.94 792.11 210.32 105.68 92.04	
VENDOR TOTAL *							10,157.20	
0021049 1765	00	HEINEY, CAROLYN L 008428	01	03/18/2013	110-0000-260.02-00	VEHICLE STICKER REFUND	18.00	

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO						AMOUNT
0021049	00	HEINEY, CAROLYN L						
						VENDOR TOTAL *	18.00	
0020022	00	HENDERSON PRODUCTS INC						
S8-01224		008529	01	03/18/2013	110-6042-433.50-16	TRK/PARTS PW28,PW29,PW33	430.00	
S8-01189		008530	01	03/18/2013	110-6042-433.50-16	TRK/PARTS PW33	226.50	
						VENDOR TOTAL *	656.50	
0021045	00	HOEKSTRA, DAVE						
02252013		008253	01	03/05/2013	110-7060-451.60-39	EXHIBIT DEPOSIT	CHECK #: 162232	750.00
02/13/2013		008383	01	03/18/2013	110-7060-451.60-39	WRITER/REPRESENTATIVE	750.00	
						VENDOR TOTAL *	750.00	750.00
0012341	00	HOME DEPOT 1982-OAKBROOK TERR						
026561/7022412		008182	01	03/18/2013	110-6041-432.40-98	TRASH CAN REPAIR	52.13	
021365/2021256		007994	01	03/18/2013	110-6043-434.40-53	REPL RAKES/HANDLES	37.90	
						VENDOR TOTAL *	90.03	
0017543	00	HORNER, CHRIS						
02/28/2013		008435	01	03/18/2013	110-5030-421.60-05	EXPENSE REIMBURSEMENT	4.52	
02/28/2013		008436	01	03/18/2013	110-5030-421.60-11	EXPENSE REIMBURSEMENT	9.94	
						VENDOR TOTAL *	14.46	
0019603	00	HUMAN FACTOR RESEARCH GROUP, INC						
04/16-04/18/13		008604	01	03/18/2013	110-5030-421.60-11	REGISTRATION	650.00	
						VENDOR TOTAL *	650.00	
0015152	00	IL ASSN OF PROPERTY/EVIDENCE MGRS						
9180		007945	01	03/18/2013	110-5030-421.60-11	REGISTRATION	335.00	
9189		008602	01	03/18/2013	110-5030-421.60-11	REGISTRATION	365.00	
						VENDOR TOTAL *	700.00	
0012516	00	IL SCHOOL RESOURCE OFFICERS						
06/19-06/21/13		008434	01	03/18/2013	110-5030-421.60-11	REGISTRATION	150.00	
						VENDOR TOTAL *	150.00	
0015151	00	ILEAS - IL LAW ENF ALARM SYST						
02/15/2013		007423	01	03/07/2013	110-5030-421.60-11	REGISTRATION	CHECK #: 162063	75.00-
						VENDOR TOTAL *	.00	75.00-
0015044	00	INDUSTRIAL STEEL SERVICE CENTER INC						
37285		008008	01	03/18/2013	110-6041-432.40-98	TRASH CAN REPAIR	75.00	
37224		007972	01	03/18/2013	110-6047-512.50-16	E-32	65.00	
						VENDOR TOTAL *	140.00	
0013660	00	INFOTRACK INFORMATION SERVICES, INC						
53558		008467	01	03/18/2013	110-2007-413.60-42	BACKGROUND CHECKS	530.00	
						VENDOR TOTAL *	530.00	
0010731	00	INTERSTATE BATTERY SYSTEM OF						

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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
0010731 130060354 110117466	00	INTERSTATE BATTERY SYSTEM OF						
		007992	01	03/18/2013	110-6047-512.50-16	PW-98	159.90	
		007993	01	03/18/2013	110-6047-512.50-16	F-5/STOCK	84.95	
						VENDOR TOTAL *	244.85	
0019423 317001	00	IPELRA - ROSEMONT						
		008162	01	03/18/2013	110-2007-413.60-11	REGISTRATION	50.00	
						VENDOR TOTAL *	50.00	
0000976 100522	00	JIM'S TOWING,CK GRP-1						
		008609	01	03/18/2013	110-5030-421.60-27	TOWING SVC/CASE#13-005787	350.00	
						VENDOR TOTAL *	350.00	
0000976 100418	00	JIM'S TOWING,CK GRP-2						
		008610	01	03/18/2013	110-5030-421.60-27	TOWING SVC/CASE#13-006091	350.00	
						VENDOR TOTAL *	350.00	
0000976 100541	00	JIM'S TOWING,CK GRP-3						
		008611	01	03/18/2013	110-5030-421.60-27	TOWING SVC/CASE#13-006481	350.00	
						VENDOR TOTAL *	350.00	
0007611 19127-18478	00	JOHN MATTES						
		008252	01	02/28/2013	510-0000-113.01-00	PAYMENT REFUND	CHECK #:	162230
						VENDOR TOTAL *	.00	193.43
0005713 9304	00	K & T COLORS						
		008630	01	03/18/2013	110-7060-451.60-39	EXHIBIT EXPENSE	244.00	
						VENDOR TOTAL *	244.00	
0013509 0842649-IN	00	K A STEEL CHEMICALS INC						
		008614	01	03/18/2013	510-6057-502.40-10	SODIUM HYPOCHLORITE	3,061.18	
						VENDOR TOTAL *	3,061.18	
0000314 827354 826891 828028 828847	00	KALE UNIFORMS						
		007942	01	03/18/2013	110-5030-421.40-11	UNIFORM SUPPLIES	8.95	
		007943	01	03/18/2013	110-5030-421.40-11	UNIFORM SUPPLIES	117.89	
		008209	01	03/18/2013	110-5030-421.40-11	UNIFORM SUPPLIES	812.97	
		008432	01	03/18/2013	110-5030-421.40-11	UNIFORM SUPPLIES	899.00	
						VENDOR TOTAL *	1,838.81	
0021043 26920	00	KAZARIAN, DENNIS - RESIDENT						
		008395	01	03/18/2013	110-0000-316.00-00	TRANSFER STAMP REFUND	345.00	
						VENDOR TOTAL *	345.00	
0014725 900449048	00	KELLER & ASSOCS, INC, J J						
		008176	01	03/18/2013	110-6047-512.40-98	MANUAL	662.00	
						VENDOR TOTAL *	662.00	
0000323	00	KIEFT BROTHERS, INC - A/P						

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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
0021035	00	LVOVSKAYA, REVEKKA						
JAN-DEC 2012		008054	01	03/18/2013	110-0000-313.01-01	UTILITY TAX REBATE	3.11	
						VENDOR TOTAL *	3.11	
0021036	00	LVOVSKIY, ANATOLIY						
JAN-DEC 2012		008053	01	03/18/2013	110-0000-313.01-01	UTILITY TAX REBATE	2.61	
						VENDOR TOTAL *	2.61	
0000617	00	M & M REPORTING, INC						
51902		008410	01	03/18/2013	110-3015-414.30-13	COURT REPORTING	394.00	
						VENDOR TOTAL *	394.00	
0000352	00	MAGID GLOVE						
80287		008171	01	03/18/2013	110-6041-432.40-98	SUPPLIES	36.10	
80287		008172	01	03/18/2013	110-6043-434.40-98	SUPPLIES	36.10	
80287		008173	01	03/18/2013	110-6044-435.40-98	SUPPLIES	36.10	
80287		008174	01	03/18/2013	110-6046-418.40-98	SUPPLIES	36.10	
80287		008170	01	03/18/2013	510-6052-501.40-98	SUPPLIES	180.49	
80287		008175	01	03/18/2013	510-6057-502.40-98	SUPPLIES	36.09	
						VENDOR TOTAL *	360.98	
0007486	00	MAMMA MARIA'S PIZZA						
1		008439	01	03/18/2013	110-5030-421.60-50	MEETING REFRESHMENTS	46.25	
						VENDOR TOTAL *	46.25	
0018018	00	MARQUARDT & BELMONTE, PC						
5603		008451	01	03/18/2013	110-0081-415.30-63	TRAFFIC PROSECUTIONS	4,582.35	
5604		008452	01	03/18/2013	110-0081-415.30-19	DUI PROSECUTIONS	4,585.29	
						VENDOR TOTAL *	9,167.64	
0010780	00	MASTERS, KEN						
02/15-02/28/13		008146	01	03/18/2013	110-0086-453.30-52	CATV PROF SVCS	150.00	
						VENDOR TOTAL *	150.00	
0002941	00	MCMMASTER-CARR SUPPLY CO-A/P ADDRESS						
47087904		008519	01	03/18/2013	110-6042-433.50-16	SNOW PLOW WHEELS	186.35	
46887885		008520	01	03/18/2013	110-6042-433.50-16	SNOW PLOW WHEELS	372.70	
46882741		008521	01	03/18/2013	110-6042-433.50-16	SNOW PLOW WHEELS/PW52	372.70	
47087905		008522	01	03/18/2013	110-6042-433.50-16	SNOW PLOW PARTS	372.86	
46987198		008523	01	03/18/2013	110-6042-433.50-16	TRK/PARTS PW38,PW51	559.04	
46255691		007969	01	03/18/2013	110-6047-512.50-16	STOCK	138.48	
46451216		007970	01	03/18/2013	110-6047-512.50-16	STOCK	172.68	
46364728		008228	01	03/18/2013	510-6057-502.50-08	DAF AIR COMPRESSORS	25.77	
						VENDOR TOTAL *	2,200.58	
0000366	00	MEL'S ACE HARDWARE						
421740/4		008390	01	03/18/2013	110-4020-422.40-31	ALLEN WRENCHES	21.13	
421591/4		008393	01	03/18/2013	110-6041-432.40-53	TOOLS	28.20	
421663/4		007912	01	03/18/2013	510-6052-501.40-98	VINYL TUBE/DUCT TAPE	13.29	

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VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE		VOUCHER P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM		CHECK	HAND-ISSUED
NO		NO NO		DATE	NO	DESCRIPTION		AMOUNT	AMOUNT
0000366	00	MEL'S ACE HARDWARE							
						VENDOR TOTAL *		62.62	
0000368	00	METRO PARAMEDIC SERVICES, INC							
278-001825		008161	01	03/18/2013	110-0084-442.30-01	AMBULANCE SVC/MARCH 2013		10,799.33	
						VENDOR TOTAL *		10,799.33	
0002641	00	METROPOLITAN FAMILY SVCS							
FEB 2013		008450	01	03/18/2013	110-0083-443.60-48	SENIOR SVCS		5,539.75	
						VENDOR TOTAL *		5,539.75	
0009371	00	MICRO CENTER A/R							
3041732		008245	01	03/18/2013	110-2008-413.40-72	I PAD/HARD DRIVE/CASE		864.96	
						VENDOR TOTAL *		864.96	
0003384	00	MICROFLEX CORP #774353							
IN1337083		007926	01	03/18/2013	110-6047-512.40-98	SUPPLIES		25.16	
IN1337083		007927	01	03/18/2013	510-6057-502.40-98	SUPPLIES		226.44	
						VENDOR TOTAL *		251.60	
0020523	00	MID-TOWN PETROLEUM (2069)							
0740309-IN		007958	01	03/18/2013	110-6047-512.40-34	OIL		426.40	
0740310-IN		007959	01	03/18/2013	110-6047-512.40-34	OIL		426.40	
0740311-IN		007960	01	03/18/2013	110-6047-512.40-34	OIL		362.10	
0740308-IN		007961	01	03/18/2013	110-6047-512.40-34	OIL		259.25	
0740302-IN		007962	01	03/18/2013	110-6047-512.40-34	OIL		253.14	
0740312-IN		007963	01	03/18/2013	110-6047-512.40-34	OIL		882.25	
0741368-IN		008514	01	03/18/2013	110-6047-512.40-34	OIL		663.85	
0741371-IN		008515	01	03/18/2013	110-6047-512.40-34	OIL		628.50	
						VENDOR TOTAL *		3,901.89	
0017125	00	MIDWEST OPERATING ENGRS BENEFITS							
APRIL 2013		007870	01	03/18/2013	110-6040-431.20-04	HEALTH INS		48,790.00	
APRIL 2013		007872	01	03/18/2013	510-6050-501.20-04	HEALTH INS		22,340.00	
APRIL 2013		007871	01	03/18/2013	510-6055-502.20-04	HEALTH INS		17,420.00	
						VENDOR TOTAL *		88,550.00	
0016423	00	MLRP 388 CAROL LLC							
04/01/2013		008424	01	03/18/2013	110-7060-451.60-47	MONTHLY RENT/APRIL 2013		2,046.99	
						VENDOR TOTAL *		2,046.99	
0007257	00	MOTION INDUSTRIES, INC							
IL10-486665		008518	01	03/18/2013	110-6042-433.50-16	TRK/PARTS PW141/STOCK		70.88	
IL10-488115		008237	01	03/18/2013	510-6052-501.50-18	DEHUMIDIFIER MOTOR		24.15	
IL10-488220		008238	01	03/18/2013	510-6057-502.50-08	PRESS POLYBLEND		17.92	
IL10-488219		008239	01	03/18/2013	510-6057-502.50-08	BELT PRESS		110.40	
						VENDOR TOTAL *		223.35	
0018069	00	MUNICIPAL CODE CORP							

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VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0018069	00	MUNICIPAL CODE CORP	00226749	008475		01	03/18/2013	110-1001-411.30-54	CODIFICATION	1,150.09	
VENDOR TOTAL *										1,150.09	
0011645	00	MUNICIPAL EMERGENCY SERVICES	00386691_SNV	008384		01	03/18/2013	110-4020-422.40-62	UNIFORM SUPPLIES	23.69	
			00384518_SNV	008385		01	03/18/2013	110-4020-422.40-62	UNIFORM SUPPLIES	295.25	
			00385368_SNV	008387		01	03/18/2013	110-4020-422.40-31	FOG FLUID	351.32	
VENDOR TOTAL *										670.26	
0008386	00	MURNANE PAPER COMPANY	181663	008478		01	03/18/2013	110-2006-413.40-33	PAPER SUPPLIES	1,356.00	
			181663	008479		01	03/18/2013	110-5030-421.40-33	PAPER SUPPLIES	904.00	
VENDOR TOTAL *										2,260.00	
0001297	00	NATIONAL POWER RODDING CORP	43528	007905		01	03/18/2013	510-6056-502.30-39	HEAVY SEWER CLEANING	1,172.50	
VENDOR TOTAL *										1,172.50	
0011644	00	NEPTUNE TECHNOLOGY GROUP INC	N335805	007995		01	03/18/2013	510-6052-501.40-67	3" UME STOCK/REPLACEMENTS	782.92	
			N336074	008207		01	03/18/2013	510-6052-501.40-68	METER	4,672.00	
VENDOR TOTAL *										5,454.92	
0012229	00	NEWARK/ELEMENT14	23127893	007968		01	03/18/2013	110-5030-421.40-98	SET-UP PD-3	14.50	
			23367317	008537		01	03/18/2013	110-6047-512.50-16	AUTO/PARTS E-14	21.34	
VENDOR TOTAL *										35.84	
0009496	00	NEXTEL COMMUNICATIONS	162511511-132	008156		01	03/18/2013	110-6040-431.30-75	MONTHLY MOBILE BILL	67.91	
			162511511-132	008157		01	03/18/2013	510-6050-501.30-75	MONTHLY MOBILE BILL	21.73	
			162511511-132	008158		01	03/18/2013	510-6055-502.30-75	MONTHLY MOBILE BILL	46.18	
VENDOR TOTAL *										135.82	
0004099	00	NORTH AMERICAN SALT CO	70941298	007933		01	03/18/2013	250-6042-433.40-46	SALT	5,847.22	
			70943264	008188		01	03/18/2013	250-6042-433.40-46	SALT	7,143.67	
			70944105	008189		01	03/18/2013	250-6042-433.40-46	SALT	5,868.44	
			70942462	008190		01	03/18/2013	250-6042-433.40-46	SALT	9,089.64	
			70946461	008419		01	03/18/2013	250-6042-433.40-46	SALT	15,045.55	
			70950282	008420		01	03/18/2013	250-6042-433.40-46	SALT	16,044.39	
			70949430	008421		01	03/18/2013	250-6042-433.40-46	SALT	5,846.56	
VENDOR TOTAL *										64,885.47	
0000401	00	NORTH EAST MULTI-REGIONAL TRAINING	165682	007935		01	03/18/2013	110-5030-421.60-11	TRAINING CLASS	149.00	
			165585	007936		01	03/18/2013	110-5030-421.60-11	TRAINING CLASS	300.00	
			165794	008430		01	03/18/2013	110-5030-421.60-11	TRAINING CLASS	400.00	

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO						AMOUNT
0000401	00	NORTH EAST MULTI-REGIONAL TRAINING						
						VENDOR TOTAL *	849.00	
0016932	00	O'HARE AUTO BODY LTD						
29432		007966	01	03/18/2013	110-6047-512.50-02	E-22	1,213.40	
29444		007967	01	03/18/2013	110-6047-512.50-02	E-32	266.00	
						VENDOR TOTAL *	1,479.40	
0002228	00	O'HERRON CO INC, RAY - LOMBARD						
0068501-IN		007944	01	03/18/2013	110-5030-421.40-11	UNIFORM SUPPLIES	333.65	
0068974-IN		008431	01	03/18/2013	110-5030-421.40-98	GUN CLEANER	389.70	
1306774-IN		008605	01	03/18/2013	110-5030-421.40-11	UNIFORM SUPPLIES	44.95	
1306523-IN		008606	01	03/18/2013	110-5030-421.40-11	UNIFORM SUPPLIES	260.00	
1306941-IN		008607	01	03/18/2013	110-5030-421.40-11	UNIFORM SUPPLIES	260.00	
1306560-IN		008608	01	03/18/2013	110-5030-421.40-11	UNIFORM SUPPLIES	286.00	
						VENDOR TOTAL *	1,574.30	
0008640	00	OFFICE DEPOT						
646361476001		008399	01	03/18/2013	110-2006-413.40-33	SUPPLIES	110.84	
646361476001		008400	01	03/18/2013	110-6040-431.40-33	SUPPLIES	19.79	
						VENDOR TOTAL *	130.63	
0000415	00	ORR SAFETY CORP						
INV2487101		007906	01	03/18/2013	510-6056-502.50-08	CALIBRATION/REPAIRS GAS	200.00	
INV2478332		008231	01	03/18/2013	510-6057-502.50-10	GAS DETECTOR	691.27	
INV2499352		008616	01	03/18/2013	510-6057-502.50-10	GAS CALIBRATION	195.62	
						VENDOR TOTAL *	1,086.89	
0017883	00	PASEK, DEANNA						
25627		008427	01	03/18/2013	110-0000-316.00-00	TRANSFER STAMP REFUND	840.00	
						VENDOR TOTAL *	840.00	
0000419	00	PATTEN INDUSTRIES INC #774539						
P60C0224438		008517	01	03/18/2013	110-6047-512.50-16	TRK/PARTS PW198	337.02	
						VENDOR TOTAL *	337.02	
0020764	00	PENN CREDIT						
64468		008457	01	03/18/2013	530-0088-503.30-09	PARKING COLLECTIONS	378.11	
						VENDOR TOTAL *	378.11	
0006389	00	PENSIONS & INVESTMENTS						
02/01/2013		008474	01	03/18/2013	110-2006-413.60-51	SUBSCRIPTION	325.00	
						VENDOR TOTAL *	325.00	
0000435	00	PORTABLE COMMUNICATIONS						
I01300323		007964	01	03/18/2013	110-5030-421.50-17	PD-9	81.50	
I01300328		007965	01	03/18/2013	110-5030-421.50-17	PD-5	102.03	
						VENDOR TOTAL *	183.53	
0000444	00	PROSAFETY INC						

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VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000444	00	PROSAFETY INC						
2/746590	008222		01	03/18/2013	110-6041-432.40-98	SUPPLIES	15.83	
2/746590	008223		01	03/18/2013	110-6043-434.40-98	SUPPLIES	15.83	
2/746590	008224		01	03/18/2013	110-6044-435.40-98	SUPPLIES	15.83	
2/746590	008225		01	03/18/2013	110-6046-418.40-98	SUPPLIES	15.83	
2/746590	008226		01	03/18/2013	510-6052-501.40-98	SUPPLIES	15.84	
2/746590	008227		01	03/18/2013	510-6057-502.40-98	SUPPLIES	15.84	
						VENDOR TOTAL *	95.00	
0015719	00	RAECO-LIC LLC						
6/650001	008230		01	03/18/2013	510-6057-502.50-10	CALIBRATION GAS	577.89	
						VENDOR TOTAL *	577.89	
0020810	00	RECYCLE TECHNOLOGIES						
101534	007988		01	03/18/2013	110-6047-512.40-34	STOCK	349.30	
						VENDOR TOTAL *	349.30	
0008558	00	RED WING SHOE STORE-DOWNERS GROVE						
450000005792	008191		01	03/18/2013	110-4020-422.60-86	FOOTWEAR	1,668.28	
						VENDOR TOTAL *	1,668.28	
0004402	00	REGIONAL TRUCK EQPT CO						
181175	008483		01	03/18/2013	110-6042-433.50-16	TRK/PARTS PW66/STOCK	592.93	
						VENDOR TOTAL *	592.93	
0002601	00	RJN GROUP						
12	008007		01	03/18/2013	510-6056-502.80-13	PROF ENG SVCS	4,352.67	
05	008618		01	03/18/2013	510-6056-502.80-13	PROF ENG SVCS	2,311.31	
						VENDOR TOTAL *	6,663.98	
0014430	00	ROCK VALLEY PUBLISHING, LLC						
106320	008455		01	03/18/2013	110-3015-414.30-54	LEGAL NOTICE	56.25	
106329	008456		01	03/18/2013	110-3015-414.30-54	LEGAL NOTICE	56.25	
104390	008670		01	03/18/2013	110-3015-414.30-54	LEGAL NOTICE	76.50	
104388	008671		01	03/18/2013	110-3015-414.30-54	LEGAL NOTICE	144.00	
						VENDOR TOTAL *	333.00	
0005687	00	ROESCH FORD						
26223	007991		01	03/18/2013	110-6047-512.50-16	PW-8	22.69	
26288	008649		01	03/18/2013	110-6047-512.50-16	TRK/PARTS PW87	124.70	
						VENDOR TOTAL *	147.39	
0020373	00	RUNNER'S SOUL						
022713EFF	008389		01	03/18/2013	110-4020-422.60-86	FOOTWEAR	1,496.40	
						VENDOR TOTAL *	1,496.40	
0001751	00	S & S INDUSTRIAL SUPPLY						
3705572 RI	008164		01	03/18/2013	110-6046-418.40-24	SUPPLIES	127.68	
3708483 RI	008463		01	03/18/2013	110-6046-418.40-24	SUPPLIES	54.00	

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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
0001751 3705572 RI	00	S & S INDUSTRIAL SUPPLY 008163	01	03/18/2013	110-6047-512.50-16	SUPPLIES	91.03	
						VENDOR TOTAL *	272.71	
0017201 287	00	SANDRIK, EVELYN 008465	01	03/18/2013	110-0000-260.02-00	VEHICLE STICKER REFUND	18.00	
						VENDOR TOTAL *	18.00	
0010169 88299 88338	00	SEAWAY SUPPLY 008038 008462	01 01	03/18/2013 03/18/2013	110-6046-418.40-24 110-6046-418.40-24	SUPPLIES SUPPLIES	238.75 419.25	
						VENDOR TOTAL *	658.00	
0007028 60323 60429 60323 60429 60323 60429	00	SELECT STAFFING 008404 008718 008405 008719 008406 008721	01 01 01 01 01 01	03/18/2013 03/18/2013 03/18/2013 03/18/2013 03/18/2013 03/18/2013	510-6050-501.30-92 510-6050-501.30-92 510-6055-502.30-92 510-6055-502.30-92 530-0088-503.30-92 530-0088-503.30-92	TEMP STAFFING TEMP STAFFING TEMP STAFFING TEMP STAFFING TEMP STAFFING TEMP STAFFING	209.55 209.55 209.55 209.55 179.62 179.62	
						VENDOR TOTAL *	1,197.44	
0018575 0178199-IN	00	SENSIT TECHNOLOGIES 008193	01	03/18/2013	110-4020-422.50-08	EQUIPMENT	250.30	
						VENDOR TOTAL *	250.30	
0000481 122721	00	SERVICE SPRING 007957	01	03/18/2013	110-6047-512.50-02	PW-9	1,733.54	
						VENDOR TOTAL *	1,733.54	
0021053 0213100708502	00	SHAW MEDIA 008466	01	03/18/2013	110-2007-413.60-42	EMPLOYMENT AD	427.50	
						VENDOR TOTAL *	427.50	
0021044 04A-78083	00	SILLWORKS 008251	01	03/18/2013	110-2008-413.40-72	HARD DRIVES	312.75	
						VENDOR TOTAL *	312.75	
0010072 ARV/19213722 ARV/19212896 ARV/19127549 ARV/19186606	00	SNAP-ON INDUSTRIAL 008510 008511 008512 008513	01 01 01 01	03/18/2013 03/18/2013 03/18/2013 03/18/2013	110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-20 110-6047-512.50-16	SAND BLASTER REPAIR SAND BLASTER REPAIR TIRE MACHINE SAND BLASTER REPAIR	88.20 22.65 66.99 560.73	
						VENDOR TOTAL *	738.57	
0014453 32571	00	SOLID IMPRESSIONS 008425	01	03/18/2013	110-7060-451.30-52	EHM SPRING CALENDAR	2,404.14	
						VENDOR TOTAL *	2,404.14	
0004780	00	SPECIAL T UNLIMITED						

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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
0004780 7513	00	SPECIAL T UNLIMITED 008242	01	03/18/2013	110-6041-432.40-62	UNIFORM SUPPLIES	360.00	
						VENDOR TOTAL *	360.00	
0018176 58010M	00	SPIROFF & GOSSELAR, LTD 008362	01	03/18/2013	110-0081-415.30-36	PROFESSIONAL SVCS	1,377.00	
						VENDOR TOTAL *	1,377.00	
0008573 02/27/2013	00	SPRING ROAD BUSINESS ASSN 007910	01	03/18/2013	110-0094-454.60-07	HOLIDAY DECOR REIMBURSE	3,583.97	
						VENDOR TOTAL *	3,583.97	
0000740 C81488 C81489	00	STANDARD EQPT CO 008492 008493	01	03/18/2013 03/18/2013	110-6042-433.50-16 110-6042-433.50-16	TRK/PARTS PW25,PW76 TRK/PARTS PW25,PW76	356.39 356.39	
						VENDOR TOTAL *	712.78	
0016159 02/27/2013	00	STEFANS, MICHELLE 008183	01	03/18/2013	110-4025-424.40-62	EXPENSE REIMBURSEMENT	71.05	
						VENDOR TOTAL *	71.05	
0017966 60819 60819 60819 60819 60819 60819 60819 60819 60819	00	STORINO, RAMELLO & DURKIN 008759 008763 008764 008765 008767 008761 008762 008760 008766	01	03/18/2013 03/18/2013 03/18/2013 03/18/2013 03/18/2013 03/18/2013 03/18/2013 03/18/2013 03/18/2013	110-0081-415.30-36 110-0081-415.30-36 110-0081-415.30-36 110-0081-415.30-36 110-0081-415.30-36 310-0089-461.30-52 325-0092-465.30-52 330-0095-465.30-52 330-0095-465.30-52	PROF SVCS/ELMH 00001 PROF SVCS/ELMH 00034 PROF SVCS/ELMH 00052 PROF SVCS/ELMH 00056 PROF SVCS/ELMH 00111 PROF SVCS/ELMH 00007 PROF SVCS/ELMH 00019 PROF SVCS/ELMH 00006 PROF SVCS/ELMH 00086	28,893.25 262.50 192.50 903.00 909.20 1,750.00 385.00 3,578.75 481.25	
						VENDOR TOTAL *	37,355.45	
0000503 IN000037554	00	STREICH & SONS INC, P R 008516	01	03/18/2013	110-6047-512.50-08	HOIST REPAIR	549.00	
						VENDOR TOTAL *	549.00	
0003477 00133251 00133250 00133250 00133218 00133218 00133281 00133281	00	SUBURBAN DRIVE LINE, INC. 007956 008486 008487 008488 008489 008490 008491	01	03/18/2013 03/18/2013 03/18/2013 03/18/2013 03/18/2013 03/18/2013 03/18/2013	110-6047-512.50-02 110-6047-512.50-16 110-6047-512.50-02 110-6047-512.50-16 110-6047-512.50-02 110-6047-512.50-02 110-6047-512.50-16	PW-38 TRK/PARTS PW6 TRK/PARTS PW6 TRK/PARTS TRK#1 TRK/PARTS TRK#1 TRK/PARTS PW9 TRK/PARTS PW9	272.10 122.10 125.00 90.00 40.00 125.00 167.10	
						VENDOR TOTAL *	941.30	
0008228 25354	00	SUBURBAN LABORATORIES INC 008232	01	03/18/2013	510-6051-501.30-33	LAB TESTING	810.00	

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VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR HAND-ISSUED AMOUNT
INVOICE NO		VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION		CHECK AMOUNT	
0008228	00	SUBURBAN LABORATORIES INC							
25683		008659	01	03/18/2013	510-6051-501.30-33	LAB TESTING		234.00	
25556		008658	01	03/18/2013	510-6057-502.30-33	LAB TESTING		705.00	
						VENDOR TOTAL *		1,749.00	
0007885	00	SUBURBAN LIFE PUBLICATIONS							
10025-015070		008365	01	03/18/2013	110-7060-451.60-51	SUBSCRIPTION		38.00	
						VENDOR TOTAL *		38.00	
0002854	00	SUNRISE COMMUNICATIONS, INC							
2574		008241	01	03/18/2013	110-0086-453.30-52	DVD DUPLICATION		70.00	
						VENDOR TOTAL *		70.00	
0000877	00	TANNEHILL, ROBERT A							
02/28/13		008208	01	03/18/2013	110-5030-421.60-11	EXPENSE REIMBURSEMENT		131.56	
						VENDOR TOTAL *		131.56	
0000523	00	TERMINAL SUPPLY CO							
11127-00		008166	01	03/18/2013	110-6047-512.50-16	PARTS/SUPPLIES		32.61	
						VENDOR TOTAL *		32.61	
0000525	00	TERRACE SUPPLY CO							
70126469		007907	01	03/18/2013	510-6052-501.40-98	CARBON DIOXIDE		36.85	
						VENDOR TOTAL *		36.85	
0010869	00	TIGERDIRECT INC							
J31382300105		008674	01	03/18/2013	110-2008-413.80-03	COMPUTER EQUIP		947.51	
J31382300103		008676	01	03/18/2013	110-2008-413.80-03	COMPUTER EQUIP		1,049.54	
						VENDOR TOTAL *		1,997.05	
0018275	00	TOTAL PARKING SOLUTIONS							
102074		008184	01	03/18/2013	530-0088-503.30-15	PAY BY PHONE TRANSACTION		736.37	
						VENDOR TOTAL *		736.37	
0000533	00	TRAFFIC CONTROL & PROTECTION							
76226		007931	01	03/18/2013	110-6041-432.40-52	ALUMINUM BLANKS		215.90	
76293		008218	01	03/18/2013	110-6041-432.40-52	ALUMINUM BLANKS		286.66	
						VENDOR TOTAL *		502.56	
0017891	00	TRANSCHICAGO TRUCK GROUP (ELMHURST)							
1316691		007976	01	03/18/2013	110-6047-512.50-16	PW-52		95.14	
						VENDOR TOTAL *		95.14	
0000536	00	TREE TOWNS REPROGRAPHICS, INC							
0000187401		008366	01	03/18/2013	110-7060-451.60-39	GLOSS COVER/CUTTING		225.20	
0000187574		008381	01	03/18/2013	110-7060-451.30-52	GLOSS COVER/CUTTING		66.00	
						VENDOR TOTAL *		291.20	
0000538	00	TRI-STATE HYDRAULICS INC							

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VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000538	00	TRI-STATE HYDRAULICS INC									
321862		008484				01	03/18/2013	110-6042-433.50-16	TRK/PARTS PW141,PW38	324.69	
321837		008485				01	03/18/2013	110-6047-512.50-16	TRK/PARTS TRK#1	584.62	
									VENDOR TOTAL *	909.31	
0020258	00	TWIST OFFICE PRODS									
639287-0		008397				01	03/18/2013	110-0083-443.60-85	PAPER SUPPLIES	119.80	
									VENDOR TOTAL *	119.80	
0020636	00	TYCO INTEGRATED SECURITY LLC									
91513615		008363				01	03/18/2013	110-4021-425.40-41	RADIO INSTALLATION	340.00	
									VENDOR TOTAL *	340.00	
0002337	00	UNION PACIFIC RAILROAD CO-OMAHA									
194-88		008471				01	03/18/2013	530-0088-503.30-59	PARKING LOT LEASE	2,082.96	
									VENDOR TOTAL *	2,082.96	
0007191	00	UNITED STATES POSTAL SERVICE-METER									
2013		007952				01	02/26/2013	110-6040-431.30-49	VEHICLE STICKER RENEWALS	CHECK #: 161946	9,012.96
									VENDOR TOTAL *	.00	9,012.96
0012433	00	UNITED STATES POSTAL SERVICE-NAT'L									
ADS215		008688				01	03/18/2013	110-1001-411.30-49	MAIL ROUTE SUBSCRIPTION	89.00	
									VENDOR TOTAL *	89.00	
0006266	00	UNTOUCHABLE AUTO WASH									
FEB 2013		008438				01	03/18/2013	110-6047-512.50-16	CAR WASHES	120.00	
									VENDOR TOTAL *	120.00	
0007731	00	UPS SHIPPER 1Y3E41									
00001Y3E41083		008433				01	03/18/2013	110-5030-421.30-49	SHIPPING FEE	29.32	
									VENDOR TOTAL *	29.32	
0017465	00	UPS SHIPPER 5A30E3									
00005A30E3083		008459				01	03/18/2013	110-4020-422.30-49	SHIPPING FEE	8.55	
00005A30E3083		008460				01	03/18/2013	110-5030-421.30-49	SHIPPING FEE	7.79	
00005A30E3083		008461				01	03/18/2013	110-6047-512.40-98	SHIPPING FEE	9.25	
									VENDOR TOTAL *	25.59	
0000550	00	URICK, EUGENIE									
02/15-02/28/13		008153				01	03/18/2013	110-0086-453.30-52	CATV PROF SVCS	988.25	
									VENDOR TOTAL *	988.25	
0016782	00	USA MOBILITY WIRELESS, INC									
W2437123B		008210				01	03/18/2013	110-5030-421.30-75	MONTHLY PHONE	27.72	
									VENDOR TOTAL *	27.72	
0000555	00	VAN SLYKE, JR, CHARLES R									
FEB 2013		008504				01	03/18/2013	110-3015-414.30-12	COMMUNITY PROPERTY PLANNI	2,325.00	

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0000555	00	VAN SLYKE, JR, CHARLES R						
FEB 2013		008506	01	03/18/2013	110-3015-414.30-52	POTENTIAL YORK STREET AND	250.00	
FEB 2013		008503	01	03/18/2013	310-0089-461.30-52	TIF I	2,675.00	
FEB 2013		008507	01	03/18/2013	320-0090-462.30-52	TIF II	450.00	
FEB 2013		008508	01	03/18/2013	325-0092-465.30-12	TIF III	175.00	
FEB 2013		008505	01	03/18/2013	330-0095-465.30-52	TIF 4	775.00	
VENDOR TOTAL *							6,650.00	
0014824	00	VARACELLO, VINCE						
02/15-02/28/13		008145	01	03/18/2013	110-0086-453.30-52	CATV PROF SVCS	121.00	
VENDOR TOTAL *							121.00	
0014788	00	VERIZON WIRELESS						
2869143745		008001	01	03/18/2013	110-1001-411.30-75	MONTHLY MOBILE SVC	172.00	
2869143745		008002	01	03/18/2013	110-2007-413.30-75	MONTHLY MOBILE SVC	29.96	
2869143745		008003	01	03/18/2013	110-2008-413.30-75	MONTHLY MOBILE SVC	1,497.25	
2869143745		007999	01	03/18/2013	110-4020-422.30-75	MONTHLY MOBILE SVC	394.35	
2869143745		008000	01	03/18/2013	110-4022-423.30-75	MONTHLY MOBILE SVC	66.66	
2869143745		008006	01	03/18/2013	110-4025-424.30-75	MONTHLY MOBILE SVC	92.62	
2869143745		008005	01	03/18/2013	110-5030-421.30-75	MONTHLY MOBILE SVC	1,929.60	
2869143745		007996	01	03/18/2013	110-6040-431.30-75	MONTHLY MOBILE SVC	934.06	
2869143745		008004	01	03/18/2013	210-8070-452.30-75	MONTHLY MOBILE SVC	121.14	
2869143745		007997	01	03/18/2013	510-6050-501.30-75	MONTHLY MOBILE SVC	298.90	
2869143745		007998	01	03/18/2013	510-6055-502.30-75	MONTHLY MOBILE SVC	635.16	
VENDOR TOTAL *							6,171.70	
0002339	00	VERNON SYSTEMS LIMITED						
00004616		008622	01	03/18/2013	110-7060-451.40-16	EHIVE SUBSCRIPTION	99.00	
VENDOR TOTAL *							99.00	
0006055	00	VILLAGE OF BENSENVILLE						
253940		008449	01	03/18/2013	110-7060-451.30-98	SCHOOLHOUSE WATER/SEWER	40.47	
VENDOR TOTAL *							40.47	
0021040	00	WAGNER, PATRICIA						
26		008206	01	03/18/2013	530-0000-341.50-03	PARKING PERMIT REFUND	35.00	
VENDOR TOTAL *							35.00	
0014231	00	WALDENMEYER, NICHOLAS						
02/15/2013		007939	01	03/18/2013	110-5030-421.60-05	EXPENSE REIMBURSEMENT	42.75	
02/15/2013		007940	01	03/18/2013	110-5030-421.60-11	EXPENSE REIMBURSEMENT	10.00	
VENDOR TOTAL *							52.75	
0001317	00	WATER ENV FEDERATION MEMBERSHIP						
17548267		007902	01	03/18/2013	510-6050-501.60-37	MEMBERSHIP	103.00	
VENDOR TOTAL *							103.00	
0015717	00	WENTWORTH TIRE-BENSENVILLE						
421355		007955	01	03/18/2013	110-6047-512.50-20	PW-83	501.88	

BANK: 01

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0015717	00	WENTWORTH TIRE-BENSENVILLE	421669	008481		01	03/18/2013	110-6047-512.50-20	TIRES/PW64/STOCK	309.41	
									VENDOR TOTAL *	811.29	
0000576	00	WEST SUBURBAN OP, INC.	139883	008211		01	03/18/2013	110-5030-421.40-33	SUPPLIES	201.94	
			140195	008458		01	03/18/2013	110-5030-421.60-45	BINDERS/TABS	516.00	
			140071	008364		01	03/18/2013	110-7060-451.40-33	LABELS	29.89	
			4661CM	008631		01	03/18/2013	110-7060-451.40-33	RETURNED MERCHANDISE	19.43	
			140290	008632		01	03/18/2013	110-7060-451.40-33	SUPPLIES	24.57	
									VENDOR TOTAL *	752.97	
0021042	00	WHELAN, DANIEL	02/26/2013	008192		01	03/18/2013	110-4020-422.60-86	EXPENSE REIMBURSEMENT	330.00	
									VENDOR TOTAL *	330.00	
0010762	00	WHELEN ENGINEERING CO INC	R87634	008482		01	03/18/2013	110-6047-512.50-02	TRK/PARTS F-7	185.00	
									VENDOR TOTAL *	185.00	
0002838	00	WHOLESALE DIRECT	000198525	008509		01	03/18/2013	110-6042-433.50-16	PLOW LIGHT KIT	301.08	
			000198125	007930		01	03/18/2013	110-6047-512.50-16	PARTS/SUPPLIES	108.39	
			000198573	008476		01	03/18/2013	110-6047-512.50-16	PARTS/SUPPLIES	57.52	
									VENDOR TOTAL *	466.99	
0018535	00	WILKINS MAZDA/HYUNDAI	SEPT 2012	008472		01	03/18/2013	110-0000-312.01-11	SALES TAX REBATE	16,829.27	
			SEPT 2012	008473		01	03/18/2013	111-0000-312.01-11	SALES TAX REBATE	960.66	
									VENDOR TOTAL *	17,789.93	
0021047	00	WILKINS, THOMAS J	27010	008199		01	03/18/2013	110-0000-316.00-00	TRANSFER STAMP REFUND	1,252.50	
									VENDOR TOTAL *	1,252.50	
0015783	00	WURTH USA INC	94414305	008480		01	03/18/2013	110-6047-512.50-16	SUPPLIES	143.49	
									VENDOR TOTAL *	143.49	
0018830	00	YIRKOVSKY, ZACHARY	813 S SWAIN AVE	007934		01	03/18/2013	510-6056-502.30-89	OVERHEAD SEWER REIMBURSE	5,000.00	
									VENDOR TOTAL *	5,000.00	
0005833	00	YORK/VALLETTE MERCHANTS ASSN	02/27/2013	007911		01	03/18/2013	110-0094-454.60-07	HOLIDAY DECOR REIMBURSE	536.25	
									VENDOR TOTAL *	536.25	
0000582	00	ZENGER'S INDUSTRIAL SUPPLY	1307869-1	008229		01	03/18/2013	510-6052-501.40-98	SOCKETS REPLACEMENT	37.42	

PREPARED 03/11/2013, 15:06:24
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 03/18/2013 CHECK DATE: 03/21/2013

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
0000582	00	ZENGER'S INDUSTRIAL SUPPLY						
						VENDOR TOTAL *	37.42	
0000585	00	ZIEBELL WATER SERVICE PRODUCTS						
219533-000	007903		01	03/18/2013	510-6052-501.40-67	METER COUPLING	1,075.00	
219488-000	007929		01	03/18/2013	510-6052-501.50-12	MAINS	402.72	
						VENDOR TOTAL *	1,477.72	
0020282	00	3SI SECURITY SYSTEMS INC						
0000308732	007941		01	03/18/2013	110-5030-421.30-98	ANNUAL TRACKING FEE	360.00	
						VENDOR TOTAL *	360.00	
						HAND ISSUED TOTAL ***		43,200.08
						TOTAL EXPENDITURES ****	1,107,122.97	43,200.08
						*****		1,150,323.05
					GRAND TOTAL	*****		



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

February 14, 2013

TO: Acting Mayor Levin and Members of the City Council
RE: Bid Results, 2013 Fire Hydrant and Watermain Valve Repair Project

In response to an invitation to bid for the 2013 Fire Hydrant and Watermain Valve Repair Project, the City of Elmhurst advertised in the Elmhurst Independent on Thursday, February 21, 2013. Bids were received from nine contractors. All bid packages were complete.

Bids were opened at 10:00 a.m. on Tuesday, March 5, 2013 by the City Clerk. The following is a summary of the bids received:

<u>Contractor</u>	<u>Bid Amount</u>
Gerardi Sewer & Water Norridge, IL	\$ 136,222.00
Cerniglia Company, Inc Melrose Park, IL	\$ 142,900.00
Suburban General Construction LaGrange, IL	\$ 151,491.00
Patnick Construction, Inc Franklin Park, IL	\$ 159,412.00
Conley Excavating, Inc Morris, IL	\$ 161,274.00
Lifeco Construction Corp Carol Stream, IL	\$ 177,272.00
Archon Construction Co, Inc Addison, IL	\$ 179,830.00
Vian Construction Co, Inc Elk Grove Village, IL	\$ 219,507.00
Riccio Construction Corp Palos Park, IL	\$ 220,000.00

Respectfully submitted,

Patty Spencer

Patty Spencer
City Clerk

Copies To All
Elected Officials
03/14/2013



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JAMES A. GRABOWSKI
CITY MANAGER

March 11, 2013

To: Acting Mayor Levin and Members of the City Council

Re: 2013 Elmhurst Jaycees Carnival

It is respectfully requested that the attached request from the Elmhurst Jaycees, to hold the 2013 Elmhurst Jaycees Carnival June 13-16, 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
3-14-13

To: Mike Kopp

From: Shazad Mehta - Elmhurst Jaycees Carnival chairman

Hi Mike,

Attached is a copy of our cover letter for the grant proposal we submitted last month which has some of the information you were looking for as well as a layout of what the carnival will look like. The carnival will be on Park ave. between Myrtle ave. and Prospect ave. The event starts June 13th at 6pm and goes until June 16th 6pm. The daily hours are June 13th 6pm - 10pm, June 14th 4pm - 10pm, June 15th 12pm - 10pm and June 16th 12pm - 6pm. Saturday June 15th the carnival opens for a charity event specifically for the Special Kids Day charity at 10am - 12pm.

If there is any other information you need please don't hesitate to contact me and I will do my best to accommodate you in a timely fashion. Thanks again for all your help and I'll talk to you soon.

Shazad Mehta - Jaycees Carnival chairman 2013

2.4.13

From: Elmhurst Jaycees
P.O. Box 1041
Elmhurst, IL 60126

To: City of Elmhurst
209 N. York Rd.
Elmhurst, IL 60126

Re: 2013 Community Grant application

Dear Grant Committee,

The following is an application for a community grant for the Elmhurst Jaycees to organize and execute a 4 day carnival project for the City of Elmhurst from June 13th to the 16th. The Elmhurst Jaycees is a leadership training organization that has been in existence for over 50 years. The Elmhurst Jaycees develops young people in Elmhurst by conducting projects that promote decision making, organization and management skills. Many of the former members in previous years have taken up leadership roles and become important people in our community to this day.

The Elmhurst carnival is enjoyed by many families in town as a fun weekend right here in town. We have also teamed up with a local charity Special Kids Day to give special needs children and their families a morning at the carnival for just them at no charge. Many of the Elmhurst residents that enjoy the regular carnival and Special Kids Day carnival tell us how happy they are to have us provide this recreational event to them year after year.

The Carnival has been organized by the Jaycees for over 10 years now. The carnival is the main fundraiser for the Jaycees which allows us to support all local initiatives and causes which enrich the lives of Elmhurst residents. Some local charities that receive funding from the Jaycees are: District 205 Foundation, Elmhurst YMCA, ECAF, Elmhurst Memorial Hospital Foundation and United Community Concerns to name a few.

The grant we have received in the past has been used for (and will continue to be used for if we get the grant again) items such as, portable toilet and sink rentals, fencing, rental fees for using the parking lot of Elmhurst College, marketing and advertising, tent rental and a donation to the Elmhurst Police Explorer's for crossing guard duties.

Through the use of advertisements in the local papers and on-line web pages we plan to market the arrival of the carnival weekend with the opportunity for advance sales. Additionally through member lists and social networking we plan on spreading the word. We also have a list of previous years patrons which have asked us to contact them upon the start of carnival wristband pre-sales.

The evaluation of this project is done mainly through ticket sales. We also sell wristbands and keep meticulous records of who purchased and how many. Throughout the course of the weekend the Jaycees maintain a presence at the carnival to answer questions and ensure the event runs smoothly.

At this time we hope to apply for this grant for future events regarding the carnival. The funds raised from the carnival are a large percentage of our yearly operating budget. We are currently looking for ways to make this a self sustaining event and hope one day to reach that point. At this time we are unable so we appeal for support from the community.

The funding established from the grant will be used completely by 30 days after the event's completion. Some of the budgeted items will need to be paid for prior to the event but all grant money will be used by 30 days after the event.

The United States Junior Chamber (Jaycees) gives young people between the ages of 21 and 39 the tools they need to build the bridges of success for themselves in the areas of business development, management skills, individual training, community service, and international connections. The Junior Chamber is a non-profit corporation/organization as described under IRS code 501 (c)(4). Established in 1920 to provide opportunities for young men to develop personal and leadership skills

through service to others, the Jaycees later expanded to include women, reflecting the growing influence and leadership of women in America.

For the past 92 years, Jaycees have been a force for good in America and around the world. Jaycees helped establish AirMail services in America with Jaycee Charles Lindbergh, and have raised millions of dollars for causes such as the Muscular Dystrophy Association and the March of Dimes. They have built parks, playgrounds, hospitals, ball fields, and housing for the elderly while conducting service and support programs in thousands of communities nationwide.

Jaycees can be found in all walks of life: governmental leaders such as past Presidents Bill Clinton and Gerald Ford, business tycoons such as Domino's Pizza mogul Tom Monaghan, registered nurse and former Miss America Kaye Lani Rae Rafko-Wilson, sports heroes like basketball great Larry Bird – name the field and Jaycees can be found at the forefront.

With the focus of the nation on volunteerism, from the smallest towns to the largest cities, the Jaycees are enlarging areas of opportunity for young people.

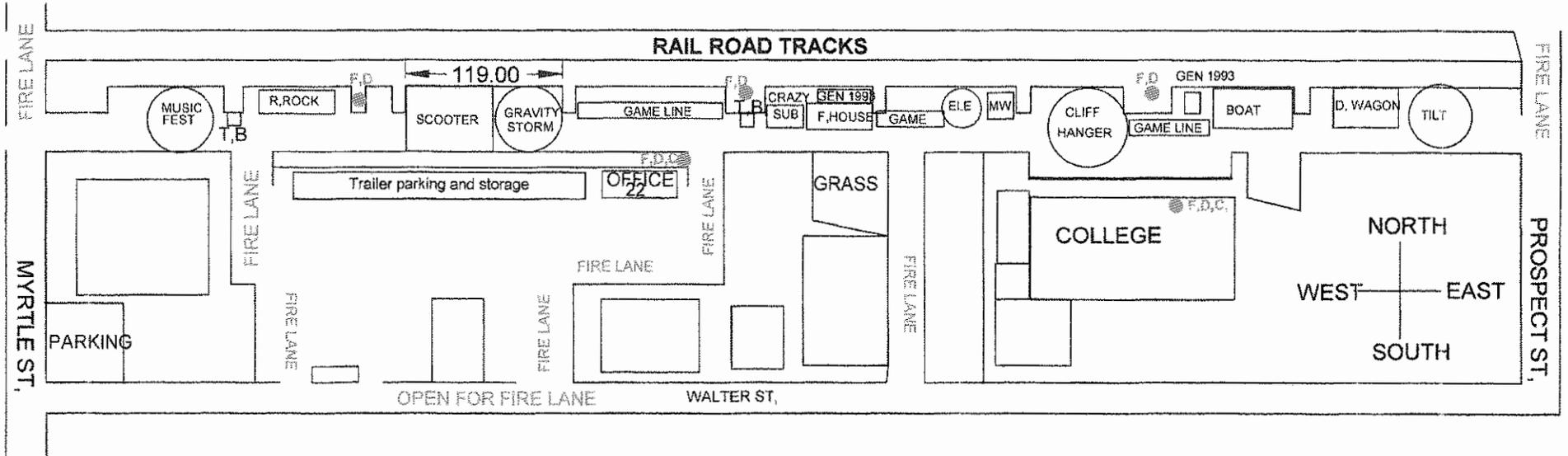
Thank you for your service and consideration,

Brian Stalker

President,
Elmhurst Jaycees

Elmhurst 2013 Carnival Lay out

Dan Driskill 708-774-4177 cell / Joe Frankowski 708-417-0877 Cell





CITY OF ELMHURST
209 NORTH YORK STREET
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SCOTT M. LEVIN
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PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
JAMES A. GRABOWSKI
CITY MANAGER

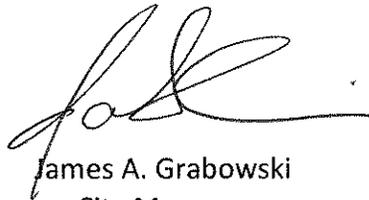
March 11, 2013

To: Acting Mayor Levin and Members of the City Council

Re: Restriction on Campaign Contributions – Alderman Gutenkauf

It is respectfully requested that the attached request from Alderman Gutenkauf, to consider adopting an ordinance to ban liquor license holders and applicants from directly or indirectly making campaign contributions to elected officials, be referred to the Finance, Council Affairs & Administrative Services Committee for review and recommendation back to the City Council.

Respectfully submitted,



James A. Grabowski
City Manager

Copies To All
Elected Officials

3-14-13

From: <dgutenkauf@comcast.net>
To: james grabowski <james.grabowski@elmhurst.org>
Date: 3/5/2013 10:40 AM
Subject: Referral

Dear Jim,

In Elmhurst, the Mayor serves as liquor commissioner, a function generally mandated by state law. However a recent report by the Better Government Association highlights that in many communities, the mayor receives campaign contributions from those businesses. This creates an inherent conflict of interest in that an individual may receive money from those for whom he/she also has oversight responsibility.

I propose Elmhurst consider an ordinance similar to that of Downers Grove, to ban liquor license holders and applicants from "directly or indirectly making campaign contributions . . . to elected officials."

This type of ordinance can only strengthen our community by codifying this ethical practice.

Please refer this to the Finance, Council Affairs, and Administrative Services Committee for review.

Thank you,

Diane Gutenkauf
Alderman 1st Ward
226 Monterey Ave
Elmhurst IL 60126
dgutenkauf@comcast.net
630-650-8425

Find me on facebook as Alderman Diane Gutenkauf



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JAMES A. GRABOWSKI
CITY MANAGER

March 11, 2013

TO: Acting Mayor Levin and Members of the City Council

RE: **2013 Fire Hydrant and Watermain Valve Repair Project**

The Public Works and Buildings Committee met on Monday, March 11, 2013 to review bids received for the 2013 Fire Hydrant and Watermain Valve Repair Project. The bids are summarized on Attachment "A".

The work includes the removal and replacement of 10 fire hydrants and 6 water main valves, and related restoration work at various locations throughout the City.

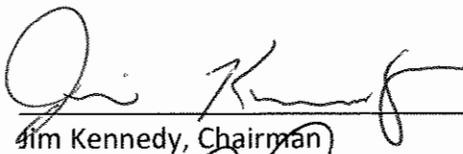
Gerardi Sewer and Water Company of Norridge, IL, submitted the lowest responsible bid meeting all of the bidding requirements. Gerardi's bid was \$136,220.00. Gerardi Sewer and Water Company has worked for the City in the past and completed similar work for other municipalities in a satisfactory manner.

Monies have been provided in the FY 2012/13 Budget in the Municipal Utility Fund, in the amount of \$75,000 in account number 510-6052-501-30-85, and \$75,000 in account number 510-6052-501-30-86 for this project.

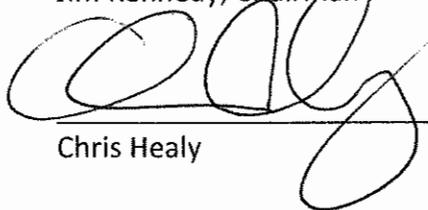
It is, therefore, the recommendation of the Public Works and Buildings Committee that the bid from Gerardi Sewer and Water Company, in the amount of \$136,220.00 be accepted, and the City attorney be authorized to draft a resolution for approving a contract with Gerardi Sewer and Water Company.

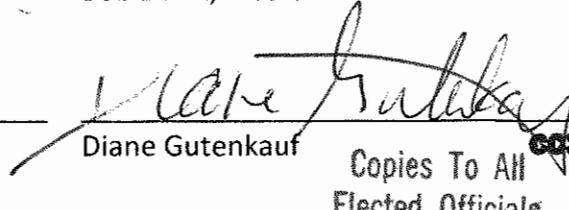
Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE


Jim Kennedy, Chairman


Bob Dunn, Vice Chairman


Chris Healy


Diane Gutenkauf

Copies To All Elected Officials
03/14/2013
pd
cc: P.W. and Bldg. Comm.
3-07-13

2013 FIRE HYDRANT AND WATERMAIN VALVE REPAIR PROJECT

ATTACHMENT "A"

<u>Contractor</u>	<u>Total Price</u>
Gerardi Sewer and Water Company Norridge, IL	\$136,220.00
Cerniglia Company, Inc. Melrose Park, IL	\$142,900.00
Suburban General Construction, Inc. LaGrange, IL	\$151,491.00
Patnick Construction, Inc. Franklin Park, IL	\$159,412.00
Conley Excavating Inc. Morris, IL	\$161,274.00
Lifco Construction Corporation Carol Stream, IL	\$177,272.00
Archon Construction Company Addison, IL	\$179,830.00
Vian Construction Company, Inc. Elk Grove Village, IL	\$219,507.00
Riccio Construction Corporation Palos Park, IL	\$220,000.00



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JAMES A. GRABOWSKI
CITY MANAGER

March 11, 2013

To: Acting Mayor Levin and Members of the City Council

RE: **Fuel Contract Purchase Order**

The Public Works and Buildings Committee met on Monday, March 11, 2013 to discuss a proposed contract for purchase of gasoline and bio-diesel fuel. The City of Elmhurst currently purchases gasoline and bio-diesel fuel by participating in the joint purchase option on the DuPage County gasoline and bio-diesel fuel bid. As part of the bid packet, County Board Resolution IR-084-76 included the opportunity for other taxing bodies in the county to participate in the joint purchase of the materials.

In February of 2013 DuPage County bid (bid #12-026) and awarded a one year contract for the purchase of gasoline and bio-diesel fuel to Heritage FS Inc., the low bidder.

The specifications used in the preparation of the sealed bids are based on the OPIS (Oil Price Information Service) prices, which are the benchmark prices used by the world to buy and sell U.S. gasoline, diesel, ethanol, bio-diesel, LP-gas, jet fuel, crude, propane and kerosene. The price from the low bidder, Heritage FS Inc. of Wilmington, IL., for gasoline is the OPIS price plus \$.015/gal and for bio-diesel is the OPIS price minus \$.015/gal.

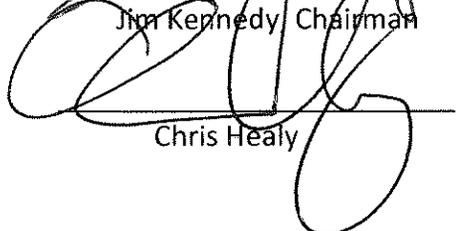
It is, therefore, the recommendation of the Public Works and Buildings Committee that a purchase order be completed for the Fiscal Year 2013/14 for the purchase of unleaded gasoline and bio-diesel fuel from Heritage FS Inc. in accordance with the DuPage County specifications and bids, and that the City Attorney be authorized to prepare the appropriate resolution.

Respectfully submitted,

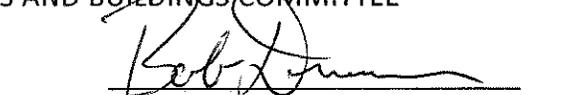
PUBLIC WORKS AND BUILDINGS COMMITTEE



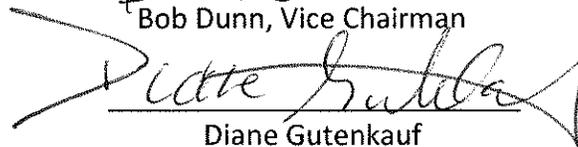
Jim Kennedy, Chairman



Chris Healy



Bob Dunn, Vice Chairman



Diane Gutenkauf

cc: P.W. and Bldg. Comm.
Copies To All Elected Officials 3-07-13
03/14/2013 pd



DU PAGE COUNTY ILLINOIS

PROCUREMENT SERVICES DIVISION
 421 NORTH COUNTY FARM ROAD
 WHEATON, IL 60187-3978
 Phone: 630-407-6200
 Fax: 630-407-6201

PURCHASE ORDER

This number must appear on all packing slips, shipping documents, packages and invoices.

A18591

Page Number
1 of 2

Purchase Order Date
02/13/2013

This order is subject to the terms and conditions set forth herein and on the reverse side and acceptance of this order constitutes acceptance of all of the terms and conditions. Any supplemental terms and conditions shall prevail in the event of a conflict between the Purchase Order General Terms and Conditions and any supplemental terms and conditions.

Supplier: 01501002
 HERITAGE FS INC.
 18251 W COMMERCIAL
 WILMINGTON IL 60481

 Phone: 815-476-2118
 Fax: 815-476-2119

Bill to: DUPAGE COUNTY D.O.T.
 KATHY BLACK
 FLEET MAINTENANCE
 180 N COUNTY FARM ROAD
 WHEATON IL 60187

 Phone: 630-407-6930
 Fax: 630-407-6962

Remit to: HERITAGE FS INC #58
 P O BOX 339
 GILMAN IL
 60938-0339

 12-026

Ship to: DUPAGE COUNTY D.O.T.
 CHUCK CURCIO
 FLEET MAINTENANCE
 180 N COUNTY FARM ROAD
 WHEATON IL 60187

 Phone: 630-407-6930
 Fax: 630-407-6962

Terms	F.O.B.	Delivery Required By	Requested By	Requisition No.
PER 50 ILCS 505	DESTINATION	BLANKET	DARCIE GARZA	18591

LN	Quantity	Description	Account Code	Unit Price	Extension
		THIS CONTRACT PURCHASE ORDER IS TO FURNISH AND DELIVER GASOLINE AND DIESEL FUEL. THIS CONTRACT COVERS THE PERIOD OF APRIL 1, 2013 THROUGH MARCH 31, 2014.			
1	BLANKET	405-15 GASOLINE, AUTOMOTIVE, FY 13 ENCUMBRANCE	13-41-226-2263-2160	0.00 /EACH	1,000,000.00
2	BLANKET	405-15 GASOLINE, AUTOMOTIVE, FY 14 ENCUMBRANCE	14-41-226-2263-2160	0.00 /EACH	400,000.00
		THIS IS THE FIRST OF THREE (3) OPTIONAL ONE (1) YEAR CONTRACT RENEWALS PER BID #12-026.			
Continued on next page...					

Karin M Kietzman

APPROVALS:

JOHN A. MENEGHINI, 01/23/2013
 TRANSPORTATION COMMITTEE, 02/05/2013
 FINANCE COMMITTEE, 02/12/2013
 COUNTY BOARD, 02/12/2013

KARIN M. KIETZMAN
 630-407-6181

RESOLUTION #: DTP-009-13

PROCUREMENT



DU PAGE COUNTY ILLINOIS

PROCUREMENT SERVICES DIVISION
421 NORTH COUNTY FARM ROAD
WHEATON, IL. 60187-3978
Phone: 630-407-6200
Fax: 630-407-6201

PURCHASE ORDER

This number must appear on all packing slips, shipping documents, packages and invoices.

A18591

Page Number
2 of 2

Purchase Order Date
02/13/2013

This order is subject to the terms and conditions set forth herein and on the reverse side and acceptance of this order constitutes acceptance of all of the terms and conditions. Any supplemental terms and conditions shall prevail in the event of a conflict between the Purchase Order General Terms and Conditions and any supplemental terms and conditions.

Supplier: 01501002
HERITAGE FS INC.
18251 W COMMERCIAL
WILMINGTON IL 60481

Phone: 815-476-2118
Fax: 815-476-2119

Bill to: DUPAGE COUNTY D.O.T.
KATHY BLACK
FLEET MAINTENANCE
180 N COUNTY FARM ROAD
WHEATON IL 60187

Phone: 630-407-6930
Fax: 630-407-6962

Remit to: HERITAGE FS INC #58
P O BOX 339
GILMAN IL
60936-0339

12-026

Ship to: DUPAGE COUNTY D.O.T.
CHUCK CURCIO
FLEET MAINTENANCE
180 N COUNTY FARM ROAD
WHEATON IL 60187

Phone: 630-407-6930
Fax: 630-407-6962

Terms	FOB	Delivery Required By	Requested By	Requisition No.
PER 50 ILCS 505	DESTINATION			

LN	Quantity	Description	Account Code	Unit Price	Extension

Karin M Kietzman

APPROVALS:

NONE

RESOLUTION #: DTP-009-13

KARIN M. KIETZMAN
630-407-6181

PROCUREMENT



**COUNTY OF DU PAGE, ILLINOIS
OPTION TO RENEW CONTRACT**

This agreement, made and entered into by the County of DuPage, Department of Finance, Procurement Services Division, 421 North County Farm Road, Wheaton, Illinois hereinafter called the "County" and Heritage FS, Inc., of 18251 West Commercial, Wilmington, IL 60481, hereinafter called the "Contractor", witnesseth;

The County and the Contractor have previously entered into a Contract, pursuant to Bid # 12-026 which became effective April 1, 2012 and which expires March 31, 2013. The contract is subject to an option to renew for a SECOND twelve (12) month period. Attached hereto and incorporated by reference is a true and exact copy of said agreement.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

The contract renewal becomes effective April 1, 2013 and expires March 31, 2014 contingent upon any applicable Parent Committee and County Board approval.

Heritage FS, Inc.

Shawn Oseman 1-10-13
SIGNATURE DATE

Shawn Oseman
PRINTED NAME

SALES
PRINTED TITLE

COUNTY OF DU PAGE, ILLINOIS

Karin Kietzman 1/23/13
SIGNATURE DATE

Karin Kietzman
Buyer II

COUNTY OF DU PAGE, ILLINOIS

**BID FORM
PROCUREMENT SERVICES DIVISION
BID #12-026**

GASOLINE AND DIESEL FUEL TO VARIOUS DUPAGE COUNTY LOCATIONS

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	<i>Heritage FS, Inc.</i>
Main Business Address	<i>18251 West Commercial</i>
City, State, Zip Code	<i>Wilmington, IL 60481</i>
Telephone Number	<i>815-476-2118</i>
Fax Number	<i>815-476-2119</i>
Bid Contact Person	<i>Jon Holker</i>
Email Address	<i>J.Holker@HeritageFS.com</i>

TO: The DuPage County Procurement Services Division

The undersigned certifies that he is:

- the Owner/Sole Proprietor
 a Member of the Partnership
 an Officer of the Corporation
 a Member of the Joint Venture

herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

Gary Boehrnsen
(President or Partner)

Ron Berk
(Vice-President or Partner)

Rodger Koehn
(Secretary or Partner)

Richard Nelson
(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. _____, _____, and _____ issued thereto;

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, bid rigging or bid-rotating or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

COUNTY OF DU PAGE, ILLINOIS

BID AWARD CRITERIA:

This bid will be awarded to the lowest responsive, responsible bidder meeting specifications based upon the total lump sum bid amount.

Where unit prices are requested, the quantities stated are approximate only but will be used to determine bid award (see PREPARATION OF BIDS section).

BID PRICING:

1.) Brand Bid

FS / Shellmark

2.) First Contact Person

Jon Hoke

Second Contact Person

Tom Gross

3.) Price subtracted from or added to the Opus **LOW** published price list on date of delivery:

UNLEADED GASOLINE:

Minus - _____ **OR** Plus + .015
 (U. S. dollars and/or cents only) (U. S. dollars and/or cents only)
 per U.S. gallon per U.S. gallon

ESTIMATED USAGE	FIGURE TO BE ADDED TO OR SUBTRACTED FROM OPIS LOW	EXTENDED COST ADJUSTMENT (USAGE X MARK UP OR MARK DOWN)
445,000 GALLONS	\$.015	\$ 6675.00

DIESEL FUELS: (INCLUDING BIODIESEL)

Minus - _____ **OR** Plus + .015
 (U. S. dollars and/or cents only) (U. S. dollars and/or cents only)
 per U.S. gallon per U.S. gallon

ESTIMATED USAGE	FIGURE TO BE ADDED TO OR SUBTRACTED FROM OPIS LOW	EXTENDED COST ADJUSTMENT (USAGE X MARK UP OR MARK DOWN)
162,000 GALLONS	\$.015	\$ 2430.00

COUNTY OF DU PAGE, ILLINOIS

The above bid price shall be inserted as U. S. currency only, and shall be subtracted from or added to the low for the day of the Opis Chicago Rack Base Published Price on the day of delivery. These figures shall be applicable for purchases of all types of gasoline and diesel fuels.

UNLEADED GASOLINE EXTENDED COST ADJUSTMENT	\$ 6675.00
DIESEL FUEL EXTENDED COST ADJUSTMENT	\$ 2430.00
TOTAL MARK UP / DISCOUNT COST ADJUSTMENT	\$ 9105.00

COUNTY OF DU PAGE, ILLINOIS

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the bidder certifies that he has provided equipment, supplies or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule.

X Jon Stokes Energy Sales
(Signature and Title)

CORPORATE SEAL
(If available)

BID MUST BE SIGNED FOR CONSIDERATION

Subscribed and sworn to before me this 6 day of February AD, 2012
Theresa Cooke My Commission Expires: 3-15-14
(Notary Public)



COUNTY OF DU PAGE, ILLINOIS

SPECIAL CONDITIONS

ACCURACY DISCLAIMER:

The Contractor shall thoroughly acquaint himself with the sites for the proposed bid to fully understand the facilities, difficulties and restrictions attending to the execution of the bid. The Contractor will be allowed no additional compensation for his failure to be so informed.

INSPECTIONS:

The County reserves the right to visit and inspect the premises and operation of any Contractor.

JOINT PURCHASING:

OTHER TAXING BODIES: Based on County Board Resolution IR-084-76.

Would your firm be willing to extend your bid to other taxing bodies in DuPage County such as school districts, townships, cities and villages, etc.? The approximate quantity usage is unknown.

YES X NO

State any other requirements that they would have to meet beyond that of our Bid invitation and specification.

We are required to know if the bids are for
tonkwagon or transport.

NOTE: The County of DuPage would not be involved in purchasing by any other taxing body other than to receive a copy of their purchase order that would reference the County of DuPage contract number. The invoicing and payments would be entirely between the other taxing bodies and the Contractor. If the County of DuPage accepts this bid, the procedure to handle joint purchases would be developed by the County of DuPage with the Contractor and distributed to the taxing bodies by the County of DuPage.

MEETINGS:

PRE-AWARD: Bidder may be required to attend a pre-award meeting for clarifications, demonstrations, presentations and the like this meeting will be set

QUANTITIES:

The County of DuPage reserves the right to increase or decrease the quantities shown herein at any time during the life of the contract to correspond to the actual needs of the County of DuPage.

RELATED PURCHASES:

In the event items are purchased within the same category than specifically itemized in the specification, the price subtracted from or added to the Opus low indicated on your bid for that type of fuel shall apply.

RENEWAL & EXTENSION:

The contract may be subject to three (3) additional twelve (12) month renewal periods provided there is no change in the terms, conditions, specifications, and prices and provided that such renewals are mutually agreed to by both parties. In no event shall the term plus renewals exceed four (4) years.

SERVICE:

Location of nearest service facility must be stated below:

Plainfield, Illinois

A condition of the bid is that a representative of the successful Contractor, make weekly calls to the County of DuPage office in order to lend his professional advice regarding ways that County of DuPage can reduce cost, such as by suggesting items and brands that represent better dollar value. Representatives must be available



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

March 11, 2013

TO: Acting Mayor Levin and Members of the City Council

RE: Installation of New Public Sidewalks on Howard Avenue

The Public Works and Buildings Committee met on Monday, March 11, 2013 to review the neighborhood request for the installation of public sidewalks on the east side of Howard Avenue from Lake Street Frontage Road to Armitage Avenue.

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

On July 28, 2009, the residents of Howard Avenue submitted a petition signed by greater than 50% of the property owners indicating interest to participate in the 50/50 cost share program to install new sidewalks. This petition was submitted prior to the Public Works and Buildings Committee review and revision of the new public sidewalk policy. Therefore, with the new policy approval March 12, 2012, it was decided that the Howard Avenue project would be processed under the policy that existed at the time the petition was submitted.

The City hosted an informational open house for the affected properties to discuss details of the proposed project on October 23, 2012. Preliminary sketches/plans for the proposed sidewalk were on display at the open house. General cost estimates and an explanation of the Special Service Area (SSA) method of financing were also provided at the informational meeting.

Following this, City staff sent an official City survey to all affected properties. Only returned surveys are used to determine neighborhood support. Fifteen (15) of twenty (20) homes surveyed responded. Results found 53% (8 of 15) in favor of the installation of new sidewalks and 47% (7 of 15) against the installation of new sidewalks. The block was notified of the numerical survey results on February 22, 2013.

**cc: P.W. and
Bldg. Comm.**
Copies To All
Elected Officials
03/14/2013
3-07-13
pd

Page 2

TO: Acting Mayor Levin and Members of the City Council

RE: **Installation of New Public Sidewalks on Howard Avenue**

It is, therefore, the recommendation of the Public Works and Buildings Committee to approve the attorney for the City to prepare the appropriate documents to initiate a new Special Service Area according to the Special Service Area Tax Law (35 ILCS 200/27-5 et.seq) for the installation of new public sidewalks for the east side of Howard Avenue from Lake Street Frontage Road to Armitage Avenue.

Respectfully submitted,

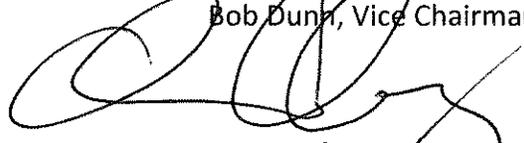
PUBLIC WORKS AND BUILDINGS COMMITTEE



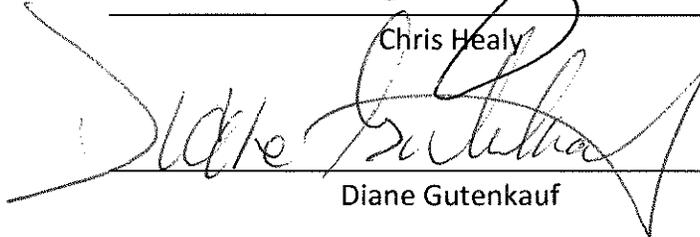
Jim Kennedy, Chairman



Bob Dunn, Vice Chairman



Chris Healy



Diane Gutenkauf



CITY OF ELMHURST
209 NORTH YORK STREET
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

March 11, 2013

To: Acting Mayor Levin and Members of the City Council

Re: **York and Vallette Business Association's 2013 Farmers Market**

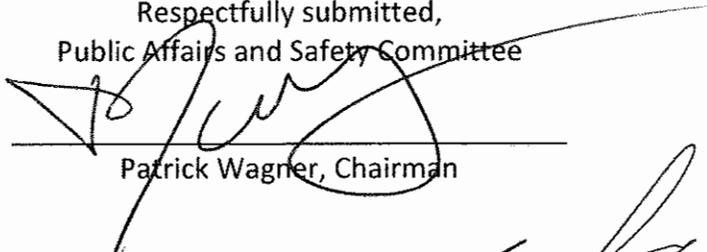
The Public Affairs and Safety Committee met on March 11, 2013 to discuss the request from the York and Vallette Business Association regarding the 2013 Farmers Market.

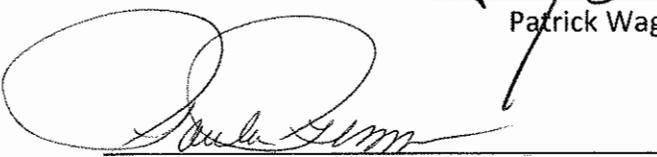
The Elmhurst Municipal parking lot east of York on Vallette will be used as in the past. The Farmers Market will commence on June 5, 2013 and run through October 25, 2013 on every Wednesday from 7:00 a.m. to 1:00 p.m. The setup time required for the market will be from 6 a.m. to 2 p.m.

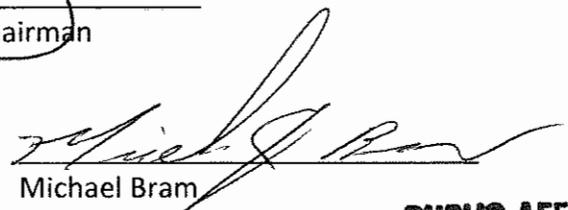
The Elmhurst Chamber of Commerce will provide necessary event insurance and will make the policy available to the City Attorney prior to the event.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Council approve the York and Vallette Business Association's request to hold the 2013 Farmers Market starting June 5 through October 25, 2013 on every Wednesday from 7:00 a.m. to 1:00 p.m. and authorize the City Attorney to prepare the necessary documents for City Council approval.

Respectfully submitted,
Public Affairs and Safety Committee


Patrick Wagner, Chairman


Paula Pezza, Vice Chairman


Michael Bram

PA&S/2013 Reports

**PUBLIC AFFAIRS &
SAFETY COMMITTEE**
03/07/2013

Copies To All
Elected Officials
03/14/2013

pd



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

March 12, 2013

TO: Acting Mayor Levin and Members of City Council

RE: Case # 13ZBA-02/Hessling Variation – 259 N. Myrtle
Request for Front Yard Setback Variation for the purpose of constructing an unenclosed front porch.

The Development, Planning and Zoning Committee met on February 25, and March 11, 2013 to review the Zoning & Planning Commission report dated February 20, 2013 unanimously recommending approval of the subject request. The Committee members reviewed the Applicant's submittal documents and the transcripts of the public hearing. Committee members also visited subject site.

The Applicant purchased 259 N. Myrtle in 1992 and has resided in the house since. The Applicant then purchased 257 N. Myrtle, an abutting lot immediately south of 259 N. Myrtle, in 2013. The house on the south lot, 257 N. Myrtle, will be demolished and the two lots will be consolidated into one 100 foot wide lot. The existing house on 259 N. Myrtle will be improved with additions to the south and rear of 259 N. Myrtle, and a proposed new front porch. The additions comply with Zoning Ordinance regulations; the front porch, however, requires a setback variation.

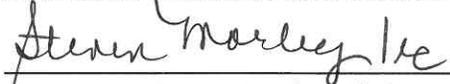
The Committee discussed the existing conditions on the subject property as they relate to the request for front yard setback variation. It was noted that this request results from the current location of the house located at 259 N. Myrtle, which will be remodeled with additions to the south and rear. The current house structure has a front yard setback of 20.68 feet; a front porch would not be possible without a variation to the front yard setback as requested.

After visiting the subject site, the Committee agreed that the proposed front porch, and resultant front yard setback variation, will not alter the look and feel of the neighborhood, which is characterized by homes with varying front yard setbacks.

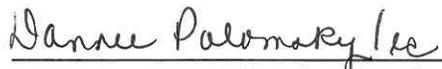
The Development, Planning and Zoning Committee agrees with the findings of the Zoning & Planning Commission that the Applicant has provided sufficient evidence to support the approval of this request and has met the Standards for Variation.

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

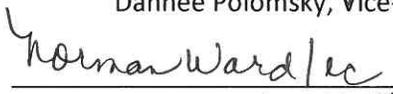
Respectfully submitted,
DEVELOPMENT PLANNING AND ZONING COMMITTEE



Steven Morley, Chair



Dannee Polomsky, Vice-Chair



Norman Leader, Ald. 2nd Ward

Copies To All
Elected Officials
3/14/13



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

March 12, 2013

TO: Acting Mayor Levin and Members of City Council

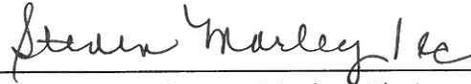
RE: Request to Amend the City of Elmhurst Zoning Ordinance Text

The Development, Planning and Zoning Committee met on March 11, 2013 to review a request from City Staff for Zoning Ordinance Text Amendments.

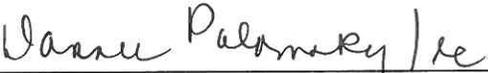
Currently, the Zoning Ordinance allows "Landscape contractors, excluding outdoor storage" as a permitted use in the I1 Restricted Industrial zoning district. This restriction on outdoor storage acts as a practical prohibition of this particular use. Staff suggests adding "Landscape contractors with outdoor storage" as a Conditional Use in the I1 district.

Therefore, it is the recommendation of the Development, Planning and Zoning Committee that the City Council authorize City Staff to apply for, and the Zoning & Planning Commission to hold, a public hearing on text amendments to the Zoning Ordinance regarding Landscape Contractors, including outdoor storage, in the I1 Restricted Industrial District.

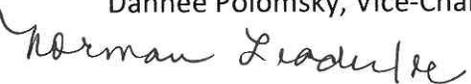
Respectfully submitted,
DEVELOPMENT PLANNING AND ZONING COMMITTEE



Steven Morley, Chair



Dannee Polomsky, Vice-Chair



Norman Leader, Ald. 2nd Ward

Copies To All
Elected Officials

3/14/13

O-15-2013

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

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

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

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

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

Vehicle	VIN Number
1995 Mercury Villager Van, white	4MZDV11W3SDJ21784
2001 Ford Expedition SUV, Green	1FMPU18L91LB41412

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

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

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

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

Approved this _____ day of _____, 2013.

Scott M. Levin, Acting Mayor

Passed this _____ day of _____, 2013.

Ayes: _____ Nays: _____

Patty Spencer, City Clerk

Copies To All
Elected Officials
03/14/2013

0-15-2013

Elmhurst Police Dept

Memo

To: Jim Grabowski
From: Evidence Custodian R. Miklas #89
CC: Deputy Chief Panico
Date: 2/8/2013
Re: Seizure Vehicles

Sir,

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

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

1. 1995 Mercury Villager Van, white in color mileage 206,236
VIN: 4MZDV11W3SDJ21784
Case No. 12-044118 / 12 MR 1844
2. 2001 Ford Expedition SUV, green in color mileage 165,284
VIN: 1FMPU18L91LB41412
Case No. 12-038223 / 12 MR 1600

R. Miklas #89

#35 (2009)

095
820
1990

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

PEOPLE OF THE STATE OF ILLINOIS
-VS-
1995 MERCURY
DEFENDANT(S)

Case Number
12MR1844

FILED
13 FEB -6 PM 4:50
Chris Kachroubas
CLERK OF THE
18TH JUDICIAL CIRCUIT
DU PAGE COUNTY, ILLINOIS
File Stamp Here

AWARD ORDER
STATE

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

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

IT IS HEREBY ORDERED: The listed vehicle, a 1995 MERCURY
(Year) (Make)

4 M Z D V 1 1 W 3 S D J 2 1 7 8 4
(1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17)

1. Vehicle is awarded to ELMHURST POLICE (12-44118)
in accordance with 720 ILCS 5/36-2. SO12-51710
2. The Illinois Secretary of State is directed to:
 - a. Indicate that all right, title and interest in the listed vehicle is terminated immediately against the parties listed on the official title records of the Secretary of State.
 - b. Accept the application for a Certificate of Title by ELMHURST POLICE

Other Terms or Conditions for Release: _____

Case Closed Strike future Court date: _____
BY TEV
ROBERT B. BERLIN, States Attorney
Attorney No. 50000
503 N. County Farm Road
Wheaton IL 60187
(630) 407- 8000

Electronically Certified
I, Chris Kachroubas, Clerk of the 18th Judicial Circuit Court, DuPage County, Illinois, do hereby certify the above to be correct.
Date 08 Feb 2013
Chris Kachroubas
CHRIS KACHROUBAS, Clerk
ENTER: _____
DATE: 02/06/2013
DENEY HARTMAN
Deputy Clerk
This order is the command of the Circuit Court and violation thereof is subject to the penalty of the law. 5987174

1490
9
STATE OF ILLINOIS

#21. 2005.

STATE OF ILLINOIS

UNITED STATES OF AMERICA

COUNTY OF DU PAGE

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT

PEOPLE OF THE STATE OF ILLINOIS

-VS-

Case Number

12MR1600

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

2013 JAN 24 PM 3:06

FILED

2001 FORD

DEFENDANT(S)

CASE CLOSED
JUDGE'S INT.
STATE

AWARD ORDER

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

Forfeiture Hearing (720 ILCS 5/36-2)

Agreed Order of the Parties

Entry of Judgment on Default

Other _____

IT IS HEREBY ORDERED: The listed vehicle, a 2001 FORD
(Year) (Make)

1 F M P U 1 8 L 9 1 L B 4 1 4 1 2
(1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17)

1. Vehicle is awarded to ELMHURST POLICE (12-38223)
in accordance with 720 ILCS 5/36-2. SO 12-46135.

2. The Illinois Secretary of State is directed to:

a. Indicate that all right, title and interest in the listed vehicle is terminated immediately against the parties listed on the official title records of the Secretary of State.

b. Accept the application for a Certificate of Title by ELMHURST POLICE.

Other Terms or Conditions for Release: _____

Case Closed

Strike future Court date: _____

BY TEV

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

ENTER: _____

DATE: _____

Electronically Certified

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

Date: 08 Feb 2013

Chris Kachirobas
CHRIS KACHIROUBAS, Clerk

By CREWEY HARTMAN
Deputy Clerk,

This order is the command of the Circuit Court and violation thereof is subject to the penalty of the law. 5987173

COUNCIL ACTION SUMMARY

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

ORIGINATOR: James A. Grabowski, City Manager

DESCRIPTION OF SUBJECT MATTER:

The City of Elmhurst has been provided a 1995 Mercury Villager Van, white VIN: 4MZDV11W3SDJ21784 and a 2001 Ford Expedition SUV, Green VIN: 1FMPU8L91LB41412. These vehicles were seized from drivers under Article 36 Forfeiture for driving offenses. These vehicles serve no police or City purpose and should be declared surplus and auctioned by electronic means or disposed of, and the attached ordinance allows that process to be implemented.

O-17-2013

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

WHEREAS, Marie Ryan (“Licensee”) seeks to utilize part of the right-of-way of the City of Elmhurst (the “Property”) for the 14th Annual Annie Ryan Fun Run Event (the “Event”) as described in the agreement attached hereto as Exhibit A (the “Agreement”); and

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

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

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of March, 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 March, 2013.

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

EXHIBIT A

NON-EXCLUSIVE LICENSE AGREEMENT

Non-Exclusive License Agreement

This License Agreement ("License") is made and entered into on this ____ day of March, 2013 by and between the City of Elmhurst, Illinois, an Illinois municipal corporation (herein referred to as "Licensor"), and Mrs. Marie Ryan (herein referred to as "Licensee").

Licensee desires to enter onto the property commonly known as that part of South Street, Poplar Street, Crescent Street, Cedar Street, Vallete Street and Electric Avenue, Elmhurst, Illinois, as illustrated in Exhibit A attached hereto and made a part hereof (the "Property"), for the purpose of utilizing the Property for the 14th Annual "Annie Ryan Fun Run" Event (the "Event"), and the Licensor is willing to grant Licensee a non-exclusive license to do so, on the terms and conditions set forth below.

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

(1) TERM. The term of this License shall be one day, beginning May 19, 2013 at 8:45 AM and ending at 10:30 AM (the "License Term").

(2) RESTRICTION ON USE. Licensee and Users shall only use the Property for the purposes of the Event. Licensee and Users shall not store or permit any storage of any materials or items on the Property. Licensee and Users shall only use the Property between the hours of 8:45 AM and 10:30 AM. The Licensee shall not alter the Property in any fashion without the written consent of the Licensor. The Licensee's use of the Property shall not be exclusive and shall not interfere with the Licensor's use of or access to the Property.

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

(3) CONDITION; MAINTENANCE; REPAIR. Licensee accepts the Property in its current condition and Licensor makes no representations concerning the condition of the Property. Licensor has no duty or obligation to maintain or repair the Property during the License Term. Any maintenance or repairs made to the Property by the Licensee shall be made at the sole expense of

the Licensee and the Licensee shall have no right to recover any amounts for said maintenance or repairs from the Licensor. Further, Licensor shall not be liable to Licensee or Users for any damage or injury to any of them or their property occasioned by the failure of the Licensor to keep the Property maintained and in repair. Except as approved by the Licensor, Licensee and Users shall not attach, affix or exhibit or permit to be attached, affixed or exhibited any articles of permanent or semi-permanent character or any sign, attached or detached, with any writing, printing of symbols thereof, on or about the Property, or upon any appurtenances thereto.

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

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

No later than thirty (30) days prior to the Event, the Licensee shall furnish, or cause its contractors to furnish, to the Licensor, a certificate of insurance evidencing commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate limits and otherwise reasonably satisfactory to the Licensor. The insurance policy shall be expressly endorsed to include the Licensor, as additional insured. Such insurance shall be maintained during the License Term.

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

(7) TRAFFIC CONTROL. Licensor shall provide adequate police personnel for the purpose of directing traffic to and from the Property throughout the License Term.

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

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

LICENSOR

City of Elmhurst, an Illinois municipal corporation

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

Attest: _____
Patty Spencer, City Clerk

LICENSEE

By: _____
Marie Ryan

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

Before me, the undersigned, a Notary Public in and for said county and state, on this _____ day of March, 2013, personally appeared Scott M. Levin and Patty Spencer, to me known to be the Acting Mayor and Clerk, respectively, of the City of Elmhurst, an Illinois municipal corporation, who executed the foregoing Non-Exclusive License Agreement and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act of the City of Elmhurst, for the uses and purposes therein set forth.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

On this ____ day of March, 2013, before me, a Notary Public in and for said State, personally appeared, Marie Ryan, to me personally known, who being by me duly sworn did say that she executed the foregoing Non-Exclusive License Agreement as her voluntary act and deed for the purposes set forth herein.

Notary Public

My Commission Expires: _____

COUNCIL ACTION SUMMARY

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

ORIGINATOR: Public Affairs and Safety Committee, City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendations of the City of Elmhurst Public Affairs and Safety Committee, attached for Council consideration is an ordinance granting approval and authorization to execute the Non-Exclusive License Agreement (the "Agreement") by and between Marie Ryan and the City of Elmhurst. The Agreement grants Marie Ryan a temporary non-exclusive license to use public property for the 14th Annual Annie Ryan Fun Run Event. The Agreement has been reviewed by the City Manager and the City Attorney, and the terms of the Agreement meet the City's requirements and standards for insurance and indemnification that have been applied to applicants for similar licensing in the past.

O-18-2013

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

WHEREAS, the Spring Road Business Association (“Licensee”) seeks to utilize property commonly known as that part of Spring Road located between 567 Spring Road and 447 Spring Road, Elmhurst, Illinois, (the “Property”) for its annual Spring Road Pet and Bike Parade (the “Event”) as described in the Non-Exclusive License Agreement attached hereto as Exhibit A (the “Agreement”); and

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

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

1. That the Agreement, attached hereto and made a part hereof as Exhibit A, is approved and execution of the said Agreement by the Mayor and City Clerk is hereby ratified.
2. That the officials, officers, employees and agents of the City are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this Ordinance and the Agreement.
3. That this Ordinance shall be in full force and effect upon and after its passage

and approval in the manner provided by law.

ADOPTED this _____ day of March, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of March, 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 March, 2013.

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

EXHIBIT A

NON-EXCLUSIVE LICENSE AGREEMENT

Non-Exclusive License Agreement

This License Agreement ("License") is made and entered into on this ____ day of March, 2013 by and between the City of Elmhurst, Illinois, an Illinois municipal corporation (herein referred to as "Licensor"), and the Spring Road Business Association, an Illinois Not-for-Profit Corporation (herein referred to as "Licensee").

Licensee desires to enter onto the property commonly known as that part of Spring Road between 567 Spring Road and 447 Spring Road, Elmhurst, Illinois (the "Property"), for the purpose of utilizing the Property for its annual Spring Road Pet and Bike Parade (the "Event"), and the Licensor is willing to grant Licensee a temporary non-exclusive license to do so, on the terms and conditions set forth below.

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

- (1) TERM. The term of this License shall be one day, beginning May 18, 2013 at 11:30 AM and ending at 2:30 PM on May 18, 2013 (the "License Term").
- (2) RESTRICTION ON USE. Licensee and Users shall only use the Property for the purposes of the Event. Licensee and Users shall not store or permit any storage of any materials or items on the Property. Licensee and Users shall only use the Property between the hours of 11:30 AM and 2:30 PM. The Licensee shall not alter the Property in any fashion without the written consent of the Licensor. The Licensee's use of the Property shall not be exclusive and shall not interfere with the Licensor's use of or access to the Property.

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

- (3) CONDITION; MAINTENANCE; REPAIR. Licensee accepts the Property in its current condition and Licensor makes no representations concerning the condition of the Property. Licensor has no duty or obligation to maintain or repair the Property during the License Term. Any maintenance or repairs made to the Property by the Licensee shall be made at the sole expense of the Licensee and the Licensee shall have no right to recover any amounts for said maintenance or

repairs from the Licensor. Further, Licensor shall not be liable to Licensee or Users for any damage or injury to any of them or their property occasioned by the failure of the Licensor to keep the Property maintained and in repair. Except as approved by the Licensor, Licensee and Users shall not attach, affix or exhibit or permit to be attached, affixed or exhibited any articles of permanent or semi-permanent character or any sign, attached or detached, with any writing, printing of symbols thereof, on or about the Property, or upon any appurtenances thereto.

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

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

No later than thirty (30) days prior to the Event, the Licensee shall furnish, or cause their contractors to furnish, to the Licensor, a certificate of insurance evidencing commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate limits and otherwise reasonably satisfactory to the Licensor. The insurance policy shall be expressly endorsed to include the Licensor, as additional insured. Such insurance shall be maintained during the License Term.

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

(7) TRAFFIC CONTROL. Licensor shall provide adequate police personnel for the purpose of directing traffic to and from the Property throughout the License Term.

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

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

(10) AUTHORITY. Each party warrants to the others that it is authorized to execute, deliver and perform this License. Each party warrants to the others that execution, delivery and performance

of this License do not constitute a breach or violation of any agreement, undertaking, law or ordinance by which that party is bound. Each individual signing this License on behalf of a party warrants to the others that such individual is authorized to execute this License in the name of the party on whose behalf he or she executes it.

LICENSOR

City of Elmhurst, an Illinois municipal corporation

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

Attest: _____
Patty Spencer, City Clerk

LICENSEE

Spring Road Business Association

By: _____
Scott Ahlgrim, President

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

Before me, the undersigned, a Notary Public in and for said county and state, on this ____ day of March, 2013, personally appeared Scott M. Levin and Patty Spencer, to me known to be the Acting Mayor and Clerk, respectively, of the City of Elmhurst, an Illinois municipal corporation, who executed the foregoing Non-Exclusive License Agreement and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act of the City of Elmhurst, for the uses and purposes therein set forth.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

On this ____ day of March 2013, before me, a Notary Public in and for said State, personally appeared, Scott Ahlgrim, President of the Spring Road Business Association, to me personally known, who being by me duly sworn did say that he executed the foregoing Non-Exclusive License Agreement as his voluntary act and deed for the purposes set forth herein.

Notary Public

My Commission Expires: _____

COUNCIL ACTION SUMMARY

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

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

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendations of the City of Elmhurst Public Affairs and Safety Committee, attached for Council consideration is an ordinance granting approval and authorization to execute the Non-Exclusive License Agreement (the "Agreement") by and between Spring Road Business Association and the City of Elmhurst. The Agreement grants the Spring Road Business Association a temporary non-exclusive license to use public property for its 2013 Spring Road Pet and Bike Parade. The Agreement has been reviewed by the City Manager and the City Attorney, and the terms of the Agreement meet the City's requirements and standards for insurance and indemnification that have been applied to applicants for similar licensing in the past.

R- 10- 2013

**A RESOLUTION REQUESTING RECLASSIFICATION OF INDUSTRIAL DRIVE, LARCH AVENUE,
WRIGHTWOOD AVENUE, DIVERSEY AVENUE, AND SPANGLER AVENUE IN
THE CITY OF ELMHRUST, ILLINOIS**

WHEREAS, the City of Elmhurst (hereinafter referred to as the “City”) is a member of the DuPage Council of Mayors (hereinafter referred to as the “Council”); and

WHEREAS, the Council has the authority to recommend approval of the addition of roadways to the Federal Aid Urban (FAU) system, which will allow the City to apply for federal funding assistance in maintenance and/or reconstruction of City roadways; and

WHEREAS, prior to Council recommendation to the FAU, the City must approve the functional classification of certain roadways within the City’s corporate boundaries; and

WHEREAS, the Illinois Department of Transportation (IDOT) and the Chicago Metropolitan Agency for Planning have set forth a functional classification system of roadways; and

WHEREAS, the City has reviewed the appropriateness of designating the following roadways within the City’s Industrial area as “urban collectors:” Industrial Drive from Grand Avenue to York Street; Larch Avenue from Industrial Drive to Spangler Avenue; Wrightwood Avenue from Industrial Drive to Larch Avenue; Diversey Avenue from Industrial Drive to Larch Avenue; and Spangler Avenue from Industrial Drive to Larch Avenue; and

WHEREAS, the City has determined that, due to changes in the actual use of their original classification, the above-listed roadways within the City’s Industrial area proposed for

reclassification serve purposes beyond those of their current classification of “local roads” and are better described as “urban collectors;” and

WHEREAS, the City has determined that the above-listed roadways within the City’s Industrial area satisfy IDOT and the Chicago Metropolitan Agency for Planning’s criteria to classify functionally as “urban collectors” and proposes to request reclassification from their current classification as “local roads” to “urban collectors,” as set forth in the City’s Proposed Classification Action, which is attached hereto, marked as Exhibit “A”, and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED by the Acting Mayor and the 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 DuPage Council of Mayors is hereby requested to select Industrial Drive, Larch Avenue, Wrightwood Avenue, Diversey Avenue, and Spangler Avenue, in the corporate boundaries of the City of Elmhurst, for reclassification as a “urban collector” roadway, as delineated on Exhibit “A”, which is attached hereto and made a part hereof.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Section 4: Any resolution in conflict with this Resolution is hereby amended to the extent of the conflict.

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

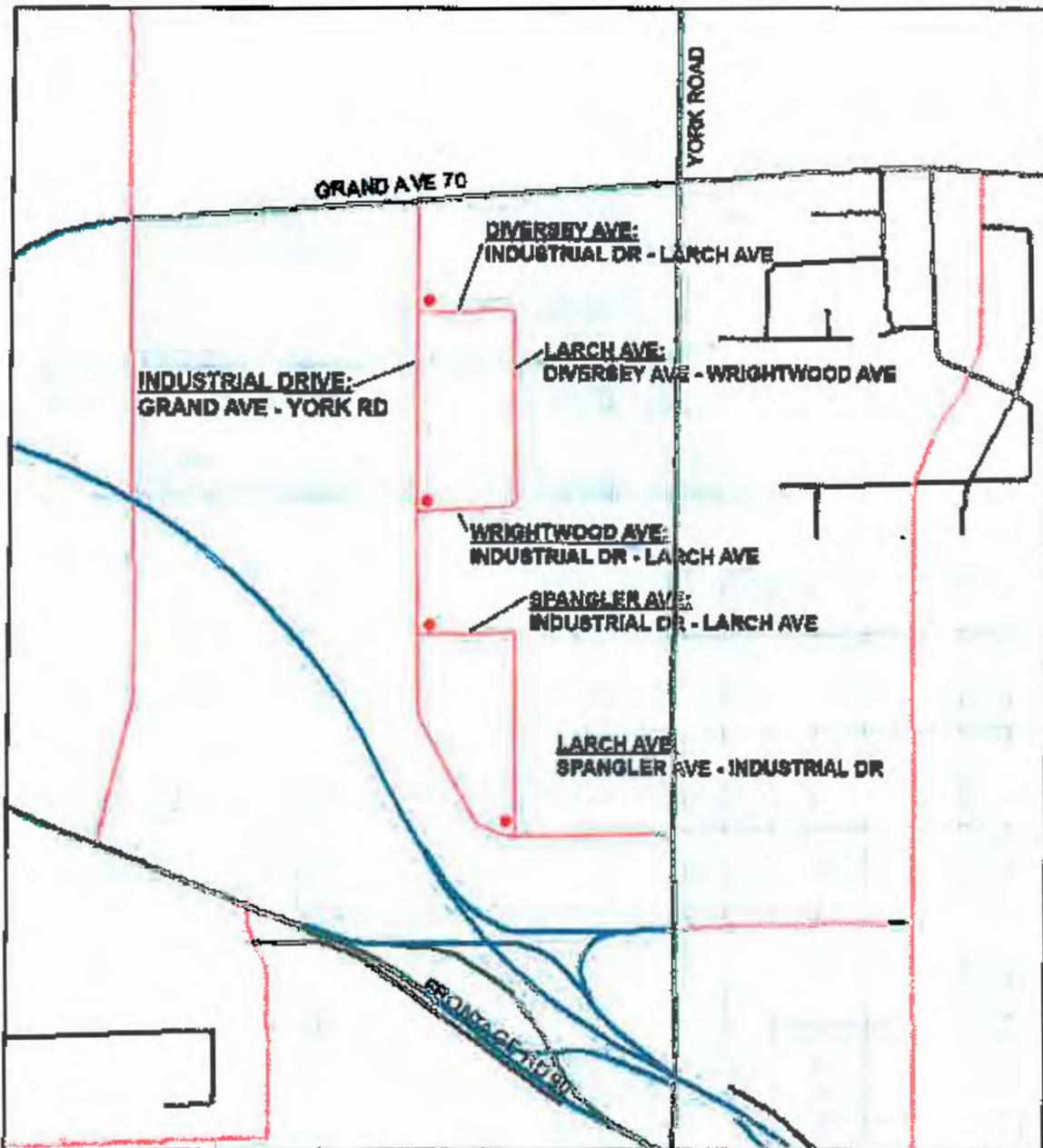
PROPOSED CLASSIFICATION ACTION

**PROPOSED CLASSIFICATION ACTION
CITY OF EMLHURST
DUPAGE COUNTY**

**Add Urban Collector Industrial Drive, Diverssey Avenue, Larch Avenue, Spangler Avenue, Wrightwood Avenue
(Change from Local Road)**

LEGEND

-  Interstate
-  Other Principal Arterial
-  Major Arterial
-  Collector - Urban
-  Stop Sign



COUNCIL ACTION SUMMARY

SUBJECT: A Resolution Requesting Reclassification of Industrial Drive, Larch Avenue, Wrightwood Avenue, Diversey Avenue, and Spangler Avenue in the City of Elmhurst, Illinois

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the Public Works and Buildings Committee, the City Attorney prepared a resolution requesting the reclassification of Industrial Drive, Larch Avenue, Wrightwood Avenue, Diversey Avenue, and Spangler Avenue from “local roads” to “urban collectors.”



A RESOLUTION RELATING TO TERMINATION OF PARTICIPATION BY ELECTED OFFICIALS IN THE ILLINOIS MUNICIPAL RETIREMENT FUND

IMRF Form 6.64T (03/12)

PLEASE ENTER Employer IMRF I.D. Number

RESOLUTION
Number R - 11 - 2013

WHEREAS, the City of Elmhurst EMPLOYER NAME

is a participant in the Illinois Municipal Retirement Fund:

WHEREAS, elected officials with the City of Elmhurst EMPLOYER NAME

may participate in the Illinois Municipal Retirement Fund if they are in positions normally requiring performance of duty for 1,000 600 or 1,000 hours or more per year; and

WHEREAS, this governing body can determine what the normal annual hourly requirements of its elected officials are, and should make such determination for the guidance and direction of the Board of Trustees of the Illinois Municipal Retirement Fund; and

WHEREAS, this governing body has previously determined that the following elected position required performance of duty for at least 1,000 600 or 1,000 hours per year: Alderman and City Treasurer ELECTED POSITION; and

WHEREAS, the duties and responsibilities of this position have changed and it no longer requires performance of duty for at least 1,000 600 or 1,000 hours per year, effective January 1, 2013 DATE (MM/DD/YY).

NOW THEREFORE BE IT RESOLVED that the City Council BOARD, COUNCIL, ETC. of the City of Elmhurst EMPLOYER NAME finds that the position of Alderman and City Treasurer ELECTED POSITION

no longer qualifies for IMRF participation, as of January 1, 2013 DATE (MM/DD/YY).

CERTIFICATION

I, _____, the _____ CLERK OR SECRETARY OF THE BOARD
NAME
of the _____, of the County of _____
EMPLOYER NAME COUNTY

State of Illinois, do hereby certify that I am keeper of its books and records and that the foregoing is a true and correct copy of a resolution duly adopted by its _____ at a meeting duly convened
BOARD, COUNCIL, ETC.

and held on the _____ of _____, 20____.
DAY MONTH YEAR

Signature of Clerk or Secretary of the Board

Illinois Municipal Retirement Fund
2211 York Road, Suite 500, Oak Brook Illinois 60523-2337
Member Services Representatives 1-800-ASK-IMRF (1-800-275-4673)

R - 12 - 2013

**A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF
A PROFESSIONAL CONSULTING SERVICES AGREEMENT
BY AND BETWEEN
PONTIFEX CONSULTING GROUP, LLC
AND
THE CITY OF ELMHURST**

WHEREAS, the City of Elmhurst (hereinafter referred to as the “City”) issued a request for proposals (hereinafter referred to as the “RFP”) for consultant services required to conduct a 2013 compensation study for the City’s non-union employees (hereinafter referred to as the “2013 Compensation Study”); and

WHEREAS, the City’s Finance, Council Affairs and Administrative Services Committee (hereinafter referred to as the “Committee”) reviewed the proposals and has recommended that the proposal submitted by Pontifex Consulting Group, LLC of Blaine, Minnesota, licensed to do business in the State of Illinois, (hereinafter referred to as “Pontifex”) be accepted; and

WHEREAS, Pontifex has not been disqualified from bidding, and its proposal met, without exception all of the requirements of the RFP; and

WHEREAS, it is advisable, necessary, and in the public interest that the City enter into an agreement for consulting services with Pontifex for the 2013 Compensation Study (hereinafter referred to as the “Agreement”), which Agreement is attached hereto marked as Exhibit “A” and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED by the Acting Mayor and the 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, on behalf of the City, said Agreement for the 2013 Compensation Study.

Section 3: 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

CONSULTING SERVICES AGREEMENT

AGREEMENT
between
THE CITY OF ELMHURST, ILLINOIS
and
PONTIFEX CONSULTING GROUP, LLC
for the furnishing of
PROFESSIONAL CONSULTING SERVICES
for the
2013 COMPENSATION STUDY

This agreement (hereinafter referred to as the “Agreement”) is made and entered into by and between the City of Elmhurst, Illinois (hereinafter referred to as the “City”) and Pontifex Consulting Group, LLC (hereinafter referred to as the “Consultant”) for professional consulting services for the 2013 Compensation Study (hereinafter referred to as the “Project”) in Elmhurst, Illinois.

In consideration of these premises and of the mutual covenants hereinafter set forth, the City and the Consultant agree as follows:

A. CONSULTING SERVICES:

The Consultant shall perform the following services (hereinafter referred to as the “Consulting Services”):

- 1. Phase 1**
 - a.** The Consultant shall conduct a comprehensive compensation system review and assess the effectiveness of the City’s current pay structure and pay practices in satisfying the City’s desired objectives. This phase of the Project shall include a review of existing pay, incentives, merit pay, and pay structures for selected non-bargaining positions.
 - b.** The Consultant shall review the effectiveness of the existing job evaluation system in delivering desired results, and recommend alternatives/options for the alignment of positions (job worth hierarchy) within the City.
 - i.** The Consultant shall develop multiple alternative recommendations (minimum of two) demonstrating the methodology the City should use to implement a new job evaluation system, including the placement of all employees within the classification and compensation system, and the advantages, disadvantages and costs of each alternative.
 - c.** The Consultant shall propose a methodology to determine relative market position of the City’s employee compensation and benefits for City job classifications and employee groups to equitably align with the compensation

and benefits packages provided for similar work in other municipalities, equivalent government entities, and private employers.

- d. The Consultant shall identify appropriate labor market comparators, survey sources, benchmark positions and unique competitive market challenges for the City.
- e. The Consultant shall prepare a stakeholder involvement and communications process, with informational and instructional documents for targeted City stakeholder groups (i.e. City management, steering committee, elected officials, employees).
- f. The Consultant shall develop recommendations and an implementation plan, which recommendations and implementation plan shall be presented by the Consultant for City authorization to proceed into Phase 2.

2. Phase 2

- a. The Consultant shall implement the action plan and resulting recommendations, as adopted and approved by the City. The Consultant shall assess the total rewards package (relative competitiveness of the city's pay and benefits) to include pay, premium pay, health, life, dental insurance, retirement plans, and paid time off benefits.
- b. The Consultant shall conduct a comprehensive market pricing of all City of Elmhurst major job classifications and a recalibration of pay ranges.
- c. In conjunction with the City's existing benefits broker, the Consultant shall conduct a comprehensive benefits comparability study.
- d. The Consultant shall compile a written report and analysis of the resulting total rewards comparability review results.

3. Phase 3

- a. The Consultant shall advise upon and implement any recommended changes to the job evaluation system and the methodology for determining the relative value of jobs within the organization.
- b. The Consultant shall work with City staff to review and revise job documentation.
- c. The Consultant shall assist in the preparation of any revised job documentation/job descriptions, as needed; ensure compliance with the requirements of the ADA, FLSA and other federal and state requirements; conduct a job analysis of positions, and evaluate regular full-time and part-time non-bargaining positions including administrative (confidential, non-exempt) positions, professional, managerial (exempt) positions, and executive (exempt, department director) positions in the City.
- d. The Consultant shall use the selected job evaluation system and methodology to evaluate and rank all City positions.
- e. The Consultant shall advise the city on the creation of a pay strategy and prepare a written compensation policy document and pay practice guidelines for the City to use going forward.

- f. The Consultant shall compile a written summary report with any further recommendations, options or corrective actions for improvement in each of the areas identified in the Project
- g. The Consultant shall develop recommendations to achieve and maintain a total compensation system that supports the City's mission and strategic objectives, and is designed to support a competitive, flexible, customer and results-oriented organization.

B. THE CONSULTANT AGREES:

1. Any reports and/or recommendations prepared by the Consultant shall be submitted to Michael K. Durkin, Storino, Ramello & Durkin, 9501 West Devon Avenue, Suite 800, Rosemont, Illinois 60018, with a copy to Valerie Johnson, Human Resources Manager, City of Elmhurst, 209 N. York Street, Elmhurst, Illinois 60126.

2. Additional services beyond the scope of the Consulting Services, requested in writing by the City, shall be performed by the Consultant in accordance with the hourly rates as set forth in the Consultant's Study Fees Breakdown, which is attached hereto marked as Exhibit "A," and made a part hereof.

3. The Consultant shall procure and maintain for the duration of this Agreement, and for three (3) years thereafter, insurance against errors and omissions and claims for injuries to its employees which may arise from or are in conjunction with the performance of the Consulting Services, its agents, representatives, employees, or subcontractors. The Consultant shall maintain insurance with limits no less than:

- a. General Liability - \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, provided that when the estimated cost of the work in question does not exceed \$5,000, the required limit shall be \$500,000;
- b. Automobile Liability (if applicable) - \$1,000,000 combined single limit per accident for bodily injury and property damage; and
- c. Workers' Compensation and Employers' Liability – Workers' Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$1,000,000 per accident.

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductible or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses to the extent of such deductible or self-insured retention. The policies shall contain, or be endorsed to contain, the following provisions:

- a. General Liability and Automobile Liability Coverage -
 - i. The City, its officers, officials, employees, volunteers, and agents are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Insured, and premises owned, occupied or used by the Consultant. The coverage shall

contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, volunteers or agents.

- ii.** The Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, volunteers and agents. Any insurance or self-insurance maintained by the City, its officers, officials, employees, volunteers and agents shall be in excess of the Consultant's insurance and shall not contribute with it.
 - iii.** Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, volunteers and agents.
 - iv.** The Consultant's insurance shall apply separately to each covered party against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
- b.** Workers' Compensation and Employers' Liability Coverage
- i.** The policy shall waive all rights of subrogation against the City, its officers, officials, employees, volunteers and agents for losses arising from work performed by the insured for the City.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail has been given to the City. Each insurance policy shall name the City, its officers, officials and employees, volunteers and agents as additional insureds. Insurance is to be placed with insurers having a Best's minimum insurance rating of A.

The Consultant shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this provision. The certificate and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the City and shall be subject to approval by the City Attorney before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

The Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4. To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, its officials, employees, volunteers, and agents against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the City, its officials, employees, volunteers, and agents, arising in whole or in part in consequence of the negligent or willful performance of the Consulting Services by the Consultant, its employees, or subcontractors, or which may in any way result therefor, except that arising out of the negligence or willful act of the City, its officials, employees, volunteers, and agents. If any judgment shall be rendered against the City, its officials, agents, employees, volunteers, and agents, in any such action the Consultant shall, at its own expense, satisfy and discharge the same.

5. Notwithstanding any other provision of this Agreement, nothing contained in this Agreement shall require the Consultant to indemnify or hold harmless another person from that person's own negligent acts or omissions.

6 Any insurance policies required by this Agreement, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless the City, its officials, agents, employees and volunteers and herein provided.

7. The Consultant further represents and warrants to the City that the Consultant 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. The Consultant hereby agrees to defend, indemnify and hold harmless the City, the Corporate Authorities, and all City elected or appointed officials, officers, employees, agents, representatives, Consultants, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.

8. The Consultant shall comply with all applicable federal and Illinois statutes, and local ordinances of the City and shall operate within and uphold the ordinances, rules and regulations of the City while engaged in services herein described.

9. The City reserves the right by written change order or amendment to make changes in the requirements and the amounts of work, and the Consultant and the City shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.

10. This Agreement may be terminated by the City upon thirty (30) days' written notice to the Consultant, at its last known post office address, provided that, should this Agreement be terminated by the City, the Consultant shall be paid for any services completed and any services partially completed.

11. This Agreement may be immediately terminated by the City upon written notice to the Consultant, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:

- a.** If the Consultant commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if the Consultant takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency;
- b.** If a petition is filed against the Consultant under any chapter of the Bankruptcy Code (Title 11, United States Code) as now or hereinafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the Consultant under any other federal or state law in effect at the time relating to bankruptcy or insolvency;
- c.** If the Consultant makes a general assignment for the benefit of creditors;
- d.** If a trustee, receiver, custodian or agent of the Consultant is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the Consultant is for the purpose of enforcing a lien against such property

or for the purpose of general administration of such property for the benefit of the Consultant's creditors; and

- e. If the Consultant admits in writing an inability to pay its debts generally as they become due.

12. Upon termination of this Agreement, all records and reports completed or partially completed at the time of termination shall become the property of, and be made available to, the City. Within five (5) days after notification and request, the Consultant shall deliver to the City all property, books and effects of every description in its possession belonging to the City and pertaining to the Project.

13. The Consultant is qualified technically and is conversant with the policies applicable to the performance of the Consulting Services, and sufficient, properly trained, and experienced personnel will be retained to perform the services enumerated herein.

14. The Consultant will maintain all books, documents, papers, accounting records, and other evidence pertaining to its costs incurred and to make such materials available at the Consultant's office at all reasonable times during the Agreement period and retain such records for a period of three (3) years from the date of final payment under this Agreement.

15. The Consultant warrants that it has not employed or retained any company or person, other than an employee working solely for the Consultant, to secure this Agreement, and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

16. This Agreement shall be deemed to be exclusive between the City and the Consultant. This Agreement shall not be assigned by the Consultant without first obtaining permission in writing from the City.

17. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the Consultant relating in any manner to the Consulting Services or by anyone else and used by the Consultant in performance of the Consulting Services shall be a "work made for hire" as defined by the laws of the United States regarding copyrights (hereinafter defined as the "Work").

18. The Consultant hereby assigns to the City and its successors and assigns all of its right, title, interest and ownership in the Work, including, but not limited to, copyrights, trademarks, patents, and trade secret rights, and the rights to secure any renewals, reissues, and extensions thereof. The Consultant grants permission to the City to register the copyright and other rights in the

Work in the City's name. The Consultant shall give the City, or any other person designated by the City, all assistance reasonably necessary to perfect its rights under this Agreement and to sign such applications, documents, assignment forms and other papers as the City requests from time to time to further confirm this assignment. The Consultant further grants to the City full, complete and exclusive ownership of the Work. The Consultant shall not use the Work for the benefit of anyone other than the City, without the City's prior written permission. Upon completion of the Work or other termination of this Agreement, the Consultant shall deliver to the City all copies of any and all materials relating or pertaining to this Agreement.

19. The Consultant will not, at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the City, except as expressly authorized by the City. The Consultant shall treat such information at all times as confidential. The Consultant acknowledges that each of the following can contain confidential information of the City, and that the disclosure of any of the following by the Consultant, without the City's express authorization, would be harmful and damaging to the City's interests:

- a.** Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases and which are not otherwise known to the public.
- b.** All information relating to the Consulting Services being performed by the Consultant under this Agreement, regardless of its type or form and which are not otherwise known to the public.
- c.** Ideas, concepts, designs and plans which are specifically involved with the Consulting Services being performed by the Consultant under this Agreement which are created, designed, enhanced by the Consultant and which are not otherwise known to the public.
- d.** Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through Consultant's wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

20. In the event of breach of the confidentiality provisions of this Agreement, it shall be conclusively presumed that irreparable injury would result to the City and there would be no adequate remedy at law. The City shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this Agreement. The City is entitled to damages for any breach of the Agreement, including, but not limited to, compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this Agreement survive the termination or performance of this Agreement.

C. THE CITY AGREES:

1. The City shall provide full information regarding requirements for and about the Project, and shall furnish and pay for all legal, accounting and insurance counseling services as may be necessary, at any time, for the Project.

2. After the Consultant indicates to the City the information needed for rendering of the Consulting Services, the City shall provide to the Consultant such information as is available to the City and the City's consultants and contractors, and the Consultant shall be entitled to rely upon the accuracy and completeness thereof.

3. For the performance by the Consultant of the services set forth above, the City shall pay the Consultant on the following basis of payment:

a. Amount of Consultant's Fee.

The Consultant shall receive, as full payment for completing all work required of the Consultant under this Agreement, a fee consisting of payment for the services at the rates set forth in Exhibit "A".

b. Consultant's Estimated Fee.

The Consultant has estimated that its total fee for the performance of the Consulting Services shall be Fifty Six Thousand Five Hundred and 00/100ths Dollars (\$56,500.00) (hereinafter referred to as the Total Consultant's Fee). The total compensation paid to the Consultant for the Consulting Services shall not exceed the Total Consultant's Fee.

c. Payment of Consultant's Fee.

The City, for and in consideration of the rendering of the Consulting Services enumerated herein shall pay to the Consultant for rendering such services the fee hereinbefore established in the following manner:

i. Upon receipt of monthly statements from the Consultant and the approval thereof by the City, payments for the performance of the Consulting Services shall be due and payable to the Consultant within thirty (30) days after approval by the City.

ii. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*).

D. IT IS MUTUALLY AGREED:

1. The Consultant is an independent contractor in the performance of this Agreement, and it is understood that the parties have not entered into any joint venture or partnership with the other. The Consultant shall not be considered to be the agent of the City. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the City or Consultant.

2. Each party to this Agreement shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.

3. Written notices between the City and the Consultant shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:

a. If to the City:

City of Elmhurst
209 North York Street
Elmhurst, Illinois 60126
Attn: City Manager

b. If to the Consultant:

Pontifex Consulting Group, LLC
1841 113th Avenue NE
Blaine, Minnesota 55449
Attn: Peter P. Ronza

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

4. This Agreement represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This Agreement may only be amended by written instrument executed by authorized signatories of the City and the Consultant.

5. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors.

6. The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement, and shall not be construed to be a waiver of any provision, except for the particular instance.

7. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby; and each term, covenant or condition of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

8. This Agreement shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of this Agreement shall be so brought in the Circuit Court of DuPage County, State of Illinois.

10. This Agreement shall become effective only after an appropriation therefor has been made. The term of this Agreement shall be for one year following the effective date of the appropriation.

E. CERTIFICATION OF CONSULTANT:

- 1.** The Consultant certifies that the Consultant, its shareholders holding more than five percent (5%) of the outstanding shares of the Consultant, 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 Section 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 5 ILCS 385/1 of the Education Loan Default Act (5 ILCS 385/1 *et seq.*);
 - d.** In compliance with equal employment opportunities and that during the performance of the Agreement, the Consultant shall:
 - i.** Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - ii.** If it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - iii.** In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - iv.** Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other Agreement or understanding, a notice advising such labor organization or representative of the Consultant's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or

refuses to cooperate with the Consultant in its efforts to comply with such Act and Rules and Regulations, the Consultant will promptly so notify the Illinois Department of Human Rights; and the City and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- v.** Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may, from time to time, be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- vi.** Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- vii.** Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis or race, creed, color, or national origin because of habit, local custom, or otherwise.
- viii.** Consultant (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply Agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that Consultant will retain such certifications in its files.
- e.** In the event of the Consultant's non-compliance with the provisions of the Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- f.** In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy;

- g.** In compliance with 30 ILCS 580/1 *et seq.* (Drug-Free Workplace Act) by providing a drug-free workplace by:
 - i.** 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 Consultant's workplace;
 - (b)** Specifying the actions that will be taken against employees for violations of such prohibition; and
 - (c)** Notifying the employees that, as a condition of employment on such Agreement, the employees will:
 - (1)** abide by the terms of the statement; and
 - (2)** notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - ii.** Establishing a drug-free awareness program to inform employees about:
 - (a)** the dangers of drug abuse in the workplace;
 - (b)** the Consultant'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.
 - iii.** Making it a requirement to give a copy of the statement required by subparagraph E.1.g.i. to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.
 - iv.** Notifying the City within ten (10) days after receiving notice under subparagraph E.1.g.i(c)(2) from any employee or otherwise receiving actual notice of such conviction.
 - v.** 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.
 - vi.** 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.
 - vii.** Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- h.** Not a City official, spouse or dependent child of a City official, agent on behalf of any City official or trust in which a City official, the spouse or dependent child of a City official in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code.
- i.** Not in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code by an officer or employee of the City having 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 Consultant.

j. Not in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code by the Consultant having 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.

k. has not had a net loss of one hundred (100) or more employees in Illinois during the prior calendar year caused by relocation of one hundred (100) or more jobs from Illinois to a site located outside of the United States.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the dates below indicated.

Executed by the City, this ____ day of _____ 2013.

City of Elmhurst
209 North York Street
Elmhurst, Illinois 60126

By: _____
Scott M. Levin, Acting Mayor

ATTEST:

By: _____
Patti Spencer, City Clerk

Executed by the Consultant, this ____ day of _____ 2013.

Pontifex Consulting Group, LLC
1841 113th Avenue NE
Blaine, Minnesota 55449
Attn: Peter P. Ronza

By: _____
Peter P. Ronza, President

ATTEST:

By: _____

EXHIBIT A

Study Fees Breakdown

City Elmhurst
Classification & Compensation Study
Study Fees Breakdown

Task I

Meetings On-Site = 3 work days @ \$2000	\$ 6,000
Expenses	500

Total	\$ 6,500
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Task II

Analyze PDQs (350 max) = 10 work days @1500	\$15,000
Compose new job descriptions = 5 work days@1500	7,500
Create structure = 2 work days@1500	3,000
On-site interviews = 2 work days @2000	4,000
Postage and printing	500

Total	\$30,000
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Task III

Survey development and admin = 2 work days@1500	\$ 3,000
Analyze Comp & Benefits data = 5 work days@1500	6,000
Create new Comp system = 1 work day@1500	1,500
Postage and printing	500

Total	\$11,000
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Task IV

Create Final Report = 3 work days@1500	\$ 4,500
Meetings on-site = 2 work days@2000	4,000
Postage and printing	500

Total	\$9,000
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Grand Total	\$56,500
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COUNCIL ACTION SUMMARY

SUBJECT: Resolution Approving and Authorizing the Execution of a Consulting Services Agreement by and between Pontifex Consulting Group, LLC and the City of Elmhurst

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the Finance, Council Affairs and Administrative Services Committee, the City Attorney drafted a resolution authorizing the execution of a Consulting Services Agreement with Pontifex Consulting Group, LLC for the 2013 Compensation Study.

R -13 - 2013

**A RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD FOR THE 2013 FIRE
HYDRANT AND WATERMAIN VALVE REPAIR PROGRAM
IN THE CITY OF ELMHRUST, ILLINOIS**

WHEREAS, the City of Elmhurst (hereinafter referred to as the “City”) sent invitations to bid to qualified contractors and publically advertised for sealed bids for the 2013 Fire Hydrant and Watermain Valve Repair Program (hereinafter referred to as the “Project’); and

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

WHEREAS, the Project includes the removal and replacement of ten (10) fire hydrants and six (6) water main valves, and related restoration work at various locations throughout the City; and

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

WHEREAS, the City’s Public Works and Buildings Committee reviewed the bids and has recommended that Gerardi Sewer and Water Company of Norridge, Illinois (hereinafter referred to as “Gerardi”) be found to have provided the lowest responsive, responsible bid for the Project; and

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

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

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

Section 4: The Acting Mayor is hereby authorized to execute, and the City Clerk is hereby authorized to attest the Notice of Award for the Project, accepting the bid proposal of Gerardi in an amount not to exceed One Hundred Thirty-Six Thousand Two Hundred Twenty and 00/100ths Dollars (\$136,220.00), which Notice of Award is attached hereto, marked as Exhibit "A" and made a part hereof.

Section 5: The Acting Mayor is hereby authorized to execute, and the City Clerk is hereby authorized to attest the contract with Gerardi for the Project, which contract is attached hereto, marked as Exhibit "B" and made a part hereof, provided that Gerardi returns to the City, within ten (10) days of receipt of the Notice of Award, an executed contract with all other necessary written contract documents attached, properly executed by it, along with the proper contract bonds and certificates of insurance.

Section 6: The general prevailing rate of wages in DuPage County, Illinois, for each craft or type of worker or mechanic needed to execute the contract or perform the work, and

the prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor, shall be paid for each craft or type of worker needed to execute the contract or to perform such work.

Section 7: This Resolution shall be in full force and effect upon its passage and approval as 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, Clerk of the City of Elmhurst,
DuPage and Cook Counties, Illinois

EXHIBIT "A"

NOTICE OF AWARD

TO: Gerardi Sewer and Water Company
4520 N. Osage Avenue
Norridge, Illinois 60706

PROJECT DESCRIPTION: 2013 Fire Hydrant and Watermain Valve Repair Program, Project Number 12-16

THE CITY OF ELMHURST has considered the bid submitted by you for the above-described Project in response to its Notice to Bidders and Invitation for Bids.

YOU ARE HEREBY NOTIFIED that your proposal has been accepted in an amount not to exceed One Hundred Thirty-Six Thousand Two Hundred Twenty and 00/100ths Dollars (\$136,220.00).

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

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

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

Dated this ____ day of _____, 2013.

City of Elmhurst, Illinois

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

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

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

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by Gerardi Sewer and Water Company of Norridge, Illinois this ____ day of _____, 2013.

Gerardi Sewer and Water Company

By: _____
Name, Title

EXHIBIT "B"

CONTRACT

CONTRACT

This Contract is made this ___ day of _____, 2013, between the City of Elmhurst, the City, and Gerardi Sewer and Water Company, the Contractor, for the **2013 Fire Hydrant and Watermain Valve Repair Program, Project 12-16.**

The Contractor hereby agrees as hereinafter set forth:

1. **The Work.** For and in consideration of the payments to be made by the City to the Contractor, and according to the terms of the Contract, the City and the Contractor agree that the Contractor at its own proper cost and expense shall perform all of the work required for the **2013 Fire Hydrant and Watermain Valve Repair Program, Project Number 12-16**, in the City of Elmhurst, DuPage County, Illinois, and to furnish all materials and labor necessary to complete the Work and in full compliance with all of the terms and the requirements of this agreement in strict compliance with the contract documents, which contract documents are made an essential part of this Contract.

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

3. **Contract Time.** The Work will commence expeditiously after the date the City gives the Contractor written notice to proceed. The work shall be substantially completed within thirty (30) calendar days after the date of such notice, unless an extension of time is granted in accordance with the Specifications.

4. **Payments.** Partial payment, acceptance, and final payment is to be made to the Contractor in accordance with and subject to the provisions embodied in the General Conditions, which are made a part of this Contract. The City shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for services performed prior to the termination consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq.*).

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

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

a. If to City:

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

b. If to Contractor:

Gerardi Sewer and Water Company
4520 N. Osage Avenue
Norridge, Illinois 60706
Attn: Mr. Frank Gerardi, President

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

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

- (a) Addenda, if any (none unless indicated here) _____
- (b) Notice to Bidders and Invitation for Bids
- (c) Instructions to Bidders
- (d) Contractor's Certification
- (e) City of Elmhurst Qualification Forms
- (f) Affidavit of Availability
- (g) Proposal
- (h) Contract
- (i) Contract Bond
- (j) Specifications
- (k) Special Provisions
- (l) Check Sheet for Recurring Special Provisions
- (m) Bureau of Design and Environment Special Provisions Check Sheet
- (n) Attachments
- (o) Standard Specifications for Road and Bridge Construction adopted January 1, 2007, as amended by the ERRATA to the Standard Specifications for Road and Bridge Construction, adopted January 1, 2007 and revised January 1, 2011; all of the Supplemental Specifications listed in the contract documents and those Recurring Special Provisions and Recurring Local Roads and Streets Special Provisions, adopted January 1, 2011, indicated on the Check Sheet included in the contract documents supplement the Standard Specifications for Road and Bridge Construction, the Bureau of Design and Environment (BDE) Special Provisions, indicated on the Check Sheet included in the contract documents, the Local Roads Special Provisions, LR 105, "Cooperation with Utilities"; LR 107-4, "Insurance"; LR 107-5 "Substance Abuse Prevention Program" and the "Manual for Materials Inspection," January 1, 2007, all issued by the State of Illinois, Department of Transportation and the "National Manual on Uniform Traffic Control Devices for Streets and Highways" (2003 Edition) supplemented by the "Illinois Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways" (2003 Edition) issued by the Illinois Department of Transportation

- (p) The “Standard Specifications for Sewer and Water Main Construction in Illinois” Sixth Edition, July 2009 excluding Sections 2, 3, 4, 5, 6, 7, 8 and 9 of Division I General Requirements and Covenants (hereinafter referred to as the “Standard Specifications for Sewer and Water Main Construction”) are hereby incorporated by reference and shall apply to and govern the construction of all sewer and water main work of the City of Elmhurst 2013 Fire Hydrant and Watermain Valve Repair Program, Project 12-16 DuPage County, Illinois.
- (q) DuPage County, Illinois Prevailing Wages

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

Noted: Contract documents (o) and (p), are separate books that will not be furnished by the City but shall be the responsibility of the Contractor to obtain at its own expense. Contract document (o) may be obtained from the Illinois Department of Transportation.

See <http://www.dot.state.il.us/dobuisns.html>. Contract document (p) may be obtained from the Illinois Society of Professional Engineers.

See <http://www.ilspe.com/StandardSpecificationsForWaterSewer.asp>

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

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

City: City of Elmhurst

Contractor: _____
(Name of Contractor)

By: _____
Scott M. Levin, Acting Mayor

By: _____
(Name of Owner or Officer), (Title or Office)

Attest:

Attest:

By: _____
Patty Spencer, City Clerk

By: _____
(Name of Officer Attesting) (Title or Office)

COUNCIL ACTION SUMMARY

SUBJECT: Resolution Authorizing the Issuance of a Notice of Award for the 2013 Fire Hydrant and Watermain Valve Repair Program

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the Public Works and Buildings Committee, the City Attorney drafted a resolution authorizing the issuance of a Notice of Award to Gerardi Sewer and Water Company of Norridge, Illinois for the 2013 Fire Hydrant and Watermain Valve Repair Program. Said Notice of Award accepts Gerardi Sewer and Water Company's proposal in an amount not to exceed One Hundred Thirty-Six Thousand Two Hundred Twenty and 00/100ths Dollars (\$136,220.00).

R - 14 - 2013

**A RESOLUTION TO APPROVE AND AUTHORIZE
THE EXECUTION OF A CONTRACT FOR
TURF AND LANDSCAPE MAINTENANCE
BY AND BETWEEN
ALANIZ LANDSCAPE GROUP, INC. AND
THE CITY OF ELMHURST**

WHEREAS, it is necessary, desirable and in the best interests of the City of Elmhurst (hereinafter referred to as the “City”) that the City provide for turf and landscape maintenance throughout the City; and

WHEREAS, the City sent invitations to bid to qualified contractors and publically advertised for sealed bids for 2013-2015 Turf and Landscape Maintenance Contract (hereinafter referred to as the “Project”); and

WHEREAS, the City received and evaluated bid proposals from three (3) potential contractors; and

WHEREAS, the City’s Public Works and Buildings Committee reviewed the bid proposals and has recommended that Alaniz Landscape Group, Inc. of Elgin (hereinafter referred to as “Alaniz”) be found to have provided the lowest responsible bid proposal for the Project; and

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

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

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

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

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

Section 4: The Acting 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 contract for the Project, which is attached hereto, marked as Exhibit "A" and made a part hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

EXHIBIT A

CONTRACT

CONTRACT

This Contract made this 5 day of February, 2013 between the City of Elmhurst, the City, and Alaniz Landscape Inc., the Contractor, for the City of Elmhurst 2013-2015 Contract Turf and Landscape Maintenance.

The Contractor hereby agrees as hereinafter set forth:

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

Weekly and bi-monthly mowing, landscape maintenance, string trimming and herbicide application, and all other related work

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

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

Bid Item	Description	Unit	Quantity	Total
1	2013 Contract Turf and Landscape Maintenance Total: Includes: a) Weekly & Every Other Week Mowing b) Landscaping c) String Trim & Herbicide Application d) Fertilization & Broadleaf Weed Control Application (add results from attached worksheets)	Lump Sum	One (1)	\$ 43732 =

Bid Item	Description	Unit	Quantity	Total
2	2014 Contract Turf and Landscape Maintenance Total: Includes: a) Weekly & Every Other Week Mowing b) Landscaping c) String Trim & Herbicide Application d) Fertilization & Broadleaf Weed Control Application (add results from attached worksheets)	Lump Sum	One (1)	\$ 43732 ~

Bid Item	Description	Unit	Quantity	Total
3	2015 Contract Turf and Landscape Maintenance Total: Includes: a) Weekly & Every Other Week Mowing b) Landscaping c) String Trim & Herbicide Application d) Fertilization & Broadleaf Weed Control Application (add results from attached worksheets)	Lump Sum	One (1)	\$ 43732 ~

3. **Contract Time.** The Work will **commence** on **April 1**, and **be completed** by **November 30** of each year, respectively, unless an extension of time is granted in accordance with the Specifications.

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

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

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

days after approval by the City Council of the final estimate of payment, payment will be issued to the Contractor.

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

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

a. If to City:

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

b. If to Contractor:

Alaniz Lawn Care Inc.
P.O. Box 1148
Elgin IL 60121
Attn: Rogelio Alaniz

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

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

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

City: City of Elmhurst

Contractor: Alaniz LawnCare Inc.
(Name of Contractor)

By: _____
Scott M. Levin, Acting Mayor

By: Rogelio Alaniz / President
(Name of Owner or Officer), (Title or Office)

Attest:

Attest:

By: _____
Patty Spencer, City Clerk

[Signature] / Secretary
By: _____
(Name of Officer Attesting) (Title or Office)

CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by _____ (the "Contractor") are each a material representation of fact upon which reliance is placed by the City of Elmhurst in entering into the contract with the Contractor. The City of Elmhurst may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

I, _____, hereby certify that I am the _____ of
(Name of Owner or Officer) (Title or Office)

_____, and as such, hereby represent and warrant to the City of Elmhurst,
(Name of Contractor)

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

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

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

- (A) the Contractor has and will comply with all laws relating to the payment of general prevailing wages in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*);
- (B) the Contractor has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
- (C) the Contractor has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 *et seq.*);
- (D) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), will provide a drug-free workplace by:
 - (1) Publishing a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
 - b. Specifying the actions that will be taken against employees for violations of such prohibition;
 - c. Notifying the employee that, as a condition of employment on such Contract, the employee will;
 - i. Abide by the terms of the statement;
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (2) Establishing a drug-free awareness program to inform employees about:
- a. the dangers of drug abuse in the workplace;
 - b. the Contractor's policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance program; and
 - d. the penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement to give a copy of the statement required by Subsection (D)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
- (4) Notifying the Village within ten (10) days after receiving notice under paragraph(D)(1)e from an employee or otherwise receiving actual notice of such conviction;
- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;

- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;
- (E) the Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;
- (F) the Contractor, at the time the Contractor submitted a bid on this contract, had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210;
- (G) no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the City in writing the name(s) of the holder of such interest.
- (H) no officer or employee of the City has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code; and
- (I) the Contractor has not given to any officer or employee of the City any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code.
- (J) in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program

which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

- (K) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

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

Dated: _____, 2013

Contractor: _____

By: _____ , _____
(Name of Owner or Officer) (Title or Office)

COUNCIL ACTION SUMMARY

SUBJECT: Resolution Approving and Authorizing the Execution of a Contract for Turf and Landscape Maintenance by and between Alaniz Landscape Group, Inc. 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 approving and authorizing the execution of a contract for turf and landscape maintenance with Alaniz Landscape Group, Inc. for the years 2013 through 2015.

R- 15 - 2013

**A RESOLUTION TO APPROVE
AND AUTHORIZE THE EXECUTION OF A
CONTRACT FOR JANITORIAL SERVICES
BY AND BETWEEN
BEST QUALITY CLEANING, INC. AND
THE CITY OF ELMHURST**

WHEREAS, it is the opinion of a majority of the corporate authorities of the City of Elmhurst ("the City"), that it is advisable, necessary and in the public interest that the City of Elmhurst provide for janitorial services to various Municipal buildings; and

WHEREAS, the City has solicited proposals and has received a satisfactory proposal for a contract for janitorial services with Best Quality Cleaning, Inc.; and

WHEREAS, the City received proposals from five (5) commercial cleaning and maintenance companies, of which, Best Quality Cleaning, Inc. was the lowest proposal.

WHEREAS, it is the opinion of a majority of the corporate authorities of the City that it is advisable, necessary and in the public interest that the City of Elmhurst enter into a contract with Best Quality Cleaning, Inc. for janitorial services.

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

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the City enter into a contract for janitorial services with Best Quality Cleaning, Inc.

Section 3: That the Mayor be and is hereby authorized and directed to execute and the City Clerk is hereby authorized and directed to attest on behalf of the City the contract for

janitorial services with Best Quality Cleaning, Inc., a copy of which is attached hereto as Exhibit "A" and made a part hereof.

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

ADOPTED this ____ day of _____, 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

Exhibit "A"

CONTRACT FOR JANITORIAL SERVICES WITH
BEST QUALITY CLEANING, INC.

**AGREEMENT BETWEEN BEST QUALITY CLEANING, INC. AND
THE CITY OF ELMHURST FOR JANITORIAL SERVICES**

This Agreement made this ___ day of March, 2013, between the City of Elmhurst (“City”) and Best Quality Cleaning, Inc. (“Contractor”) for the provision of janitorial services at eight (8) Municipal Buildings.

The Contractor hereby agrees as hereinafter set forth:

1. For and in consideration of the payments to be made by the City and the agreements set forth in the contract documents, to be made by the Contractor, the City and the Contractor agree that the Contractor at its own proper cost and expense shall perform the following Work, furnish all materials and labor necessary to complete the Work and in full compliance with all of the terms and the requirements of this agreement:

A. Perform janitorial services at the following City facilities:

1. Police Station
2. City Hall
3. Metra Station
4. Public Works Garage
5. Waste Water Treatment Plant #1
6. Waste Water Treatment Plant #2.
7. Elmhurst Historical Museum
8. Elmhurst Historical Museum’s Educational Center

B. Work to be performed is attached hereto as Exhibit “A” and made part hereof.

C. The City shall provide all paper products and trash bags. The Contractor shall provide all cleaning equipment and cleaning supplies. A secure storage space for cleaning equipment and cleaning supplies shall be made available by the City.

2. The Contractor shall perform the Work as directed by the Director of Public Works.

3. A. **Contract Sum**

The City shall pay the Contractor for the performance of the Work, at the unit prices set forth below.

Building	Period	Amount
Police Station	Month	\$2,828.00
City Hall	Month	\$1,175.00
Public Works Garage	Month	\$550.00
Metra Station	Month	\$295.00
Waste Water Treatment Plant #1	Month	\$160.00
Waste Water Treatment Plant #2	Month	\$160.00
Elmhurst Historical Museum	Month	\$125.00

Elmhurst Historical Museum's Educational Center	Month	\$125.00
Total =		\$5,418.00

B. Contract Time

The Contractor shall perform the Work from May 1, 2013 to April 30, 2015.

C. Payment

Payment to the Contractor shall be made in accordance with the Local Government Prompt Payment Act.

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

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

a. If to City:

City of Elmhurst
 209 N. York St.
 Elmhurst, Illinois 60126
 Attn: Mr. James A. Grabowski, City Manager

b. If to Contractor:

Best Quality Cleaning Service, Inc.
 10015 Pacific Avenue
 Franklin Park, Illinois 60131

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

6. **Entire Contract.** This Contract (including the contract documents) represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the City and Contractor.

7. **Insurance.** The Contractor shall maintain liability insurance coverage to include liability arising from the operation and completion of all janitorial services at City facilities. This liability insurance coverage shall be in the amount of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000. Contractor shall maintain Automobile Liability Insurance in the amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Contractor shall maintain Workers Compensation and Employers' Liability Insurance at the limits as required by the Labor Code of the State of Illinois, or \$500,000 per occurrence whichever is greater.

The Contractor shall provide the City with a current Certificate of Insurance, evidencing such coverage. The City shall maintain appropriate general liability insurance coverage for the premises and provide the Contractor with a Certificate of Insurance, evidencing such coverage.

8. **Indemnification.** The Contractor agrees to indemnify and hold harmless the City, its officers, officials, employees and agents against any and all claims, causes of action, liabilities or expenses, including judgments, costs and damages, and including any and all attorneys' fees and costs incurred by the City arising from the operation and completion of all janitorial services by the Contractor at all City facilities or any other activities engaged in by the Contractor arising from this agreement.

9. **Supervision.** Regular supervision shall be maintained over all working personnel by the Contractor. The Contractor shall ensure that all activities are properly coordinated with the City. Contractor shall modify assignments if and when necessary, inspect and correct the working personnel, make needed adjustments, check requisitions and dispense supplies and equipment, and make "on the job" inspections.

10. **Complaints, Nonperformance, Breach of Contract, and Termination.** The City reserves the right to discount the monthly invoice for work not performed or performed in an unsatisfactory manner. The discount is not to be considered a penalty but rather will be in direct proportion to the time and materials necessary for the City staff to perform those services as described in the contract at a satisfactory level. A reduction in payment will be levied against the next possible invoice.

- Complaints: A complaint is a minor problem with the quality of the service or the omission of an item of work. A complaint will be reported to the cleaning staff or the crew leader by phone, by e-mail, verbally, or in writing. Complaints will also be reported to the contractor in the form of the monthly inspection results.

The contractor will be expected to correct the problem within five (5) business days of notice.

Complaints will be noted and considered when the monthly inspection is performed after the initial ninety (90)-day grace period ends.

- **Nonperformance:** Non-performance occurs when complaints are not resolved within the prescribed five (5) business days. Non-performance also occurs when the actions or inactions of the contractor result in a monetary loss to the City. Examples include: insufficient staffing levels, inadequate amount of time devoted to tasks, inadequate training, misuse of products, damages to finishes, lack of proper tools and equipment, or unmaintained tools or equipment.

Non-performance will be reported to the Crew Leader/Supervisor directly in writing by letter or e-mail. The contractor will have ten (10) business days to correct the problem or to provide a written explanation of why it cannot be corrected and how long it will take to resolve.

The City reserves the right to discount the monthly invoice for work not performed, damages, and expenses that would not have otherwise occurred. In the event that the contractor cannot resolve the cause of the non-performance within ten (10) business days, the City may elect to correct the problem at the contractor's expense.

- **Breach of Contract:** A breach of contract occurs when the contractor fails to correct issues of non-performance after the prescribed ten (10) business days. A breach of contract also occurs when the contractor refuses to perform or abandons work, fails to maintain insurance or bond coverage, commits a crime on City property, falsifies time documents, allows unauthorized people into City-owned buildings, or through their actions or inaction places people and property at risk.

A Breach of Contract will be reported in writing to the contractor in a letter via US Mail, return receipt requested, and in most cases, the City Manager will speak directly to the contractor by phone.

The contractor shall correct the cause of the breach immediately. The City reserves the right to take any action deemed necessary to protect property, protect people, restore security, restore services, and to prevent similar future events.

- **Termination:** The contract will automatically terminate at the end of the stated contract period unless an extension has been granted. Termination may occur prior to the end of the contract term under one or more of the following conditions:
 1. By mutual consent of both the Contractor and the Owner provided either party has given thirty (30) days' prior written notice.
 2. At the direction of the City if the Contractor fails to correct a condition that caused a minor Breach of Contract within (5) five days.

11. **Modification.** Any modification of this Contract or additional obligation assumed by any party in connection with this Contract shall be binding only if evidenced in writing signed and authorized by the representatives of both parties.

12. **Severability.** If any provision or part of this Contract shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or parts of this Contract not so held invalid or unenforceable. Such other provisions or parts which are not held invalid or unenforceable shall survive and continue in full force and effect, unless deletion of the provision or other part of the Contract which is held to be invalid or unenforceable renders this Contract meaningless.

13. **Certifications.** The Contractor shall execute the Certification attached hereto as Exhibit "B" and made a part hereof. The parties agree that the assurances contained in the Certification contained in Exhibit "B" are each a material representation of fact upon which the City relies in entering into this Agreement.

City: City of Elmhurst

Contractor: Best Quality Cleaning, Inc.

By: _____
Scott M. Levin, Acting Mayor

By: _____
President

Attest:

Attest:

By: _____
Patty Spencer, City Clerk

By: _____
Treasurer

EXHIBIT "B"
CONTRACTOR'S CERTIFICATION

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

I, _____, hereby certify that I am the _____ of
(Name of Owner or Officer) (Title or Office)

_____, and as such, hereby represent and warrant to the City
(Name of Contractor)

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

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

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

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

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

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

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

Notwithstanding anything to the contrary which may be contained in this Agreement payment shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*)

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

Dated: _____, 2013

Contractor:

By: _____

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

BUILDING LOCATIONS AND HOURS OF CLEANING

The Contractor will perform custodial maintenance duties at the buildings as specified in the DETAILED SPECIFICATION section. A brief preview of the days of the week and hours of the day during which cleaning is to take place follows:

- A. City Hall Building, 209 N. York Road
Monday through Friday (5:00 p.m. - 11:00 p.m.)
- B. Police Station, 125 E. First Street
Monday through Friday (8:00 a.m. through 4:00 p.m.)
Monday through Saturday (7:00 p.m. through 12:00 a.m.)
- C. Historical Museum, 120 E. Park Ave.
Monday and Thursday (9:00 a.m. - 12:00 p.m.)
- D. Historical Museum Education Center, 120 S. Palmer Drive
Monday (9:00 a.m. - 12:00 p.m.)
- E. METRA Station, 120 W. First Street
Monday through Friday (7:00 p.m. - 12:00 a.m.)
- F. Wastewater Treatment Plant, 625 S. Rt. 83
Monday, Wednesday, Friday (6:00 p.m. - 12:00 a.m.)
- G. Public Works Garage, 985 S. Riverside Drive
Monday through Friday (4:30 p.m.— 9:00 p.m.)

It is important to note the following items:

- 1) At the Police Station, the custodian is to be on the premises and performing the detailed custodial maintenance during the entire time periods listed under daytime and evening custodial hours.
- 2) At the METRA Station, the custodian is to lock the outside doors of the building to the public at 7:00 p.m.

CLEANING STANDARDS AND WORKMANSHIP

A satisfactory or acceptable floor or carpet will not have dust, streaks, marks, dirt in corners, behind doors or under furniture.

The use of vacuuming equipment and/or treated dust mops will be used to keep floors clean.

Satisfactory or acceptable wet mopping will present a clean floor free of streaks, smears and dried dirt. Safe all-purpose detergents will be used on all resilient flooring.

Waxing and polishing will be accomplished through the use of thin coats evenly layered. Floors will be bright and clean under furniture as well as in the walk areas. No wax or

polish will be allowed to dry on wall bases.

The Contractor shall provide at this expense all materials, power tools, machines and equipment necessary to perform the work specified. Only industrial type materials (stored only in their original containers) and equipment is to be used. (Owner to supply paper towels, toilet paper, soap for hand soap dispensers and plastic liners).

Holiday cleaning is expected at all locations. 48 hour notice by the cleaning service to the City of Elmhurst representative is required prior to cleaning carpets, waxing floors, and cleaning windows.

DETAILED SPECIFICATIONS BY LOCATION

A. CITY HALL BUILDING - 209 N. York Road

Approximately 27,200 square feet. All work described below will be done between the hours of 5:00 p.m. and 11:00 p.m. Monday through Friday. Saturday and Sunday can be used for scheduled rug cleaning, stripping and waxing floors. Note: On Monday nights the custodian is to perform his work in rooms away from the Council Chambers and the Committee Rooms and not disturb any meeting taking place in those rooms (including cleaning outside those rooms) until such meetings are over.

DAILY CUSTODIAL MAINTENANCE SCHEDULE

Building Area: LOBBY, HALLWAYS, STAIRWAYS AND ELEVATOR

- Empty all recycling containers to recycling bin outside.
- Empty and replace all waste containers. (Liners to be supplied by City)
- Remove all paper and trash and store in designated area.
- Dust all horizontal surfaces to a reachable height.
- Dust mop all tile floors with treated mops.
- Damp mop all tile floors.
- Damp mop Terrazzo floor areas.
- Buff Terrazzo floor areas.
- Vacuum carpeting in all open areas, moving all furniture.
- Hand spot clean carpeting.
- Vacuum all entrance mats,
- Dust mop all stairways and landings with treated mop.
- Damp mop all stairways and landings.
- Spot clean entrance glass and partition glass.
- Remove fingerprints from doors, frames, walls, switches and all stainless with approved stainless cleaner.
- Clean all counters in lobby for each Department.
- Empty ash trays immediately outside entrance doors.

Building Area: GENERAL AND PRIVATE OFFICES

- Empty all recycling containers to recycling bins outside.
- Empty and replace all waste containers. (Liners to be supplied by City)
- Remove all paper and trash and store in designated area.
- Dust all furniture and fixtures.
- Damp wipe telephones and sanitize phone.
- Clean and sanitize drinking fountains.
- Dust all horizontal surfaces to a reachable height.
- Vacuum carpeting in open areas.
- Hand spot clean carpeting.
- Remove fingerprints from doors, door frames, walls and switches.
- Spot clean all partition glass.

Building Area: CONFERENCE ROOMS

- Empty all recycling containers to recycling bins outside.
- Empty and replace all waste containers. (Liners to be supplied by City).
- Remove all paper and trash and store in designated areas.
- Dust all furniture and fixtures and horizontal surfaces to a reachable height.
- Damp wipe telephones and sanitize phone.
- Vacuum carpeting in open areas.
- Hand spot clean carpeting.
- Mop all tile floors.
- Spot clean partition glass.
- Remove fingerprints from doors, door frames, walls, and switches.

Building Area: LUNCHROOM, VENDING, AND KITCHEN AREAS

(Includes small kitchenette outside manager's office)

- Empty and replace all waste containers. (Liners to be supplied by City.)
- Remove all paper and trash and store in designated areas.
- Dust all furniture and fixtures, and horizontal surfaces to a reachable height.
- Vacuum carpeting in all open areas.
- Damp wipe telephone and sanitize phone.
- Clean and sanitize drinking fountains.
- Dust mop all tile files with treated mops and damp mop as necessary.
- Spot clean all partition glass.
- Wipe out microwave ovens and stove tops
- Wash counter tops.
- Wipe table tops and chairs.
- Wipe clean all appliances and vending machines.
- Remove fingerprints from doors, door frames, walls and clean sink and fixtures.

Building Area: WASHROOMS

- Clean, sanitize, and wipe dry all porcelain fixtures.
- Clean and polish all chrome faucets and fixtures.

- Damp clean and sanitize both sides of toilet seats.
- Damp clean and sanitize urinals. Clean discoloring on floor.
- Damp clean all mirrors.
- Empty all containers and disposals, inserting liners where required. (Larger liners will be supplied by City of Elmhurst).
- Damp clean exterior of all containers.
- Empty all sanitary napkin containers.
- Dust and spot clean partitions.
- Damp mop floors.
- Remove fingerprints from doors, frames, sills, light switches, kick and push plates
- Refill all dispensers. (Washroom supplies to be supplied by City of Elmhurst).

WEEKLY CUSTODIAL MAINTENANCE SCHEDULE

- Wash down all desks on designated day.
- Dust floor moldings throughout building.

BI-WEEKLY CUSTODIAL MAINTENANCE SCHEDULE

- Spray buff all vinyl tile.
- Vacuum under desks and furniture

QUARTERLY CUSTODIAL MAINTENANCE SCHEDULE

- Strip and refinish all vinyl tile with two coats of floor finish (remove all floor finish from floor molding).
- Refinish and seal Terrazzo floor areas.
- Carpet cleaning using dry extraction carpet cleaning system.
- Squeeze clean all partition glass and all window glass inside and outside.
- Dust all mini blinds.

AS NEEDED CUSTODIAL MAINTENANCE SCHEDULE

- Squeeze clean all door glass.
- Empty recycling containers into appropriate dumpster.

B. POLICE STATION: 125 E. First St.

Approximately 28,000 square feet. All daytime and evening work described below will be done as follows. The log as well as the necessary keys will be kept at the Police Information Desk. 48 hour notice is required prior to the provision of access to the Evidence Room for floor care.

CUSTODIAN IS TO BE ON THE PREMISES AND PERFORMING THE DETAILED CUSTODIAL MAINTENANCE AT THE POLICE STATION DURING THE FOLLOWING HOURS:

DAILY DAYTIME CUSTODIAL MAINTENANCE HOURS - Contractor is to supply a

custodian to perform custodial duties at the Police Station daily from 8:00 a.m. to 4:00 p.m., Monday through Friday. (5 days per week)

DAILY EVENING CUSTODIAL MAINTENANCE HOURS - Contractor is to supply a custodian to perform custodial duties at the Police Station daily from 7:00 p.m. to 12:00 a.m. Monday through Saturday (6 days per week)

Building Area: LOBBY, HALLWAYS, STAIRWAYS AND ELEVATOR

- Empty all recycling containers and remove to outside bin.
- Empty and replace all waste containers. (Liners to be supplied by City).
- Remove all paper and trash and store in designated area.
- Dust all horizontal surfaces to a reachable height.
- Dust mop all tile floors with treated mops.
- Damp mop all tile floors.
- Damp mop Terrazzo floor areas.
- Buff Terrazzo floor areas.
- Vacuum carpeting in all open areas, moving all furniture.
- Hand spot clean carpeting.
- Vacuum all entrance mats.
- Dust mop all stairways and landings with treated mops.
- Damp mop all stairways and landings.
- Spot clean entrance glass and partition glass.
- Remove fingerprints from doors, frames, walls, switches and all stainless with approved stainless cleaner.

Building Area: GENERAL AND PRIVATE OFFICES

- Empty all recycling containers to recycling bins outside.
- Empty and replace all waste containers. (Liners to be supplied by City).
- Remove all paper and trash and store in designated area.
- Dust all furniture and fixtures.
- Damp wipe telephones and sanitize phone.
- Clean and sanitize drinking fountains.
- Dust all horizontal surfaces to a reachable height.
- Vacuum carpeting in open areas.
- Hand spot clean carpeting.
- Remove fingerprints from doors, door frames, walls and switches.
- Spot clean all partition glass.

Building Area: CONFERENCE ROOMS, REPORT WRITING AND MEETING ROOMS

- Empty all recycling containers and remove to outside bin.
- Empty and replace all waste containers. (Liners to be supplied by City).
- Remove all paper and trash and store in designated areas.
- Dust all furniture and fixtures and horizontal surfaces to a reachable height.
- Damp wipe telephones and sanitize phone.
- Vacuum carpeting in open areas.

- Hand spot clean carpeting.
- Mop all tile floors.
- Spot clean partition glass.
- Remove fingerprints from doors, door frames, walls, and switches.

Building Area: LUNCHROOM/VENDING AREA

- Empty all recycling containers and remove to outside areas.
- Empty and replace all waste containers. (Liners to be supplied by City).
- Remove all paper and trash and store in designated areas.
- Dust all furniture and fixtures, and horizontal surfaces to a reachable height.
- Vacuum carpeting in all open areas.
- Damp wipe telephones and sanitize phone.
- Clean and sanitize drinking fountains.
- Dust mop all tile floors with treated mops and damp mop as necessary.
- Spot clean all partition glass.
- Wash counter tops.
- Wipe table tops and chairs.
- Wipe clean all appliances and vending machines.
- Remove fingerprints from doors, door frames, walls, and clean sink and fixtures.

Building Area: LOCKER ROOMS

- Empty all recycling containers and remove to outside bins.
- Empty and replace all waste containers. (Liners to be supplied by City).
- Remove all paper and trash and store in designated areas.
- Dust all furniture and fixtures and horizontal surfaces to a reachable height.
- Vacuum carpeting.

Building Area: CELLS, LOCKUP

- Empty all recycling containers and remove to outside areas.
- Empty and replace all waste containers. (Liners to be supplied by City).
- Remove all paper and trash and store in designated areas.
- Dust all furniture and fixtures, and horizontal surfaces to a reachable height.
- Damp wipe telephones and sanitize phone.
- Dust mop all floors with treated mops and damp mop as necessary.
- Spot clean all partition and cell glass.
- Wash counter tops.
- Wipe table tops and chairs.
- Remove fingerprints from doors, door frames, walls, and clean sink and fixtures.
- Clean, sanitize, and wipe dry all stainless cell fixtures (toilets, sinks, etc.).
- Clean and polish all chrome faucets and fixtures.
- Damp clean all mirrors.

Building Area: WASHROOMS, SHOWERS

- Clean, sanitize, and wipe dry all porcelain and stainless fixtures.
- Clean and polish all chrome faucets and fixtures.
- Damp clean and sanitize both sides of toilet seats.
- Damp clean and sanitize urinals. Clean discoloring on floor.
- Damp clean all mirrors.
- Empty all containers and disposals, inserting liners where required. (Larger liners will be supplied by City of Elmhurst).
- Damp clean exterior of all containers.
- Empty all sanitary napkin containers.
- Dust and spot clean partitions.
- Damp mop floors.
- Remove fingerprints from doors, frames, sills, light switches, kick and push plates, etc.
- Refill all dispensers. (Washroom supplies to be supplied by City of Elmhurst).
- Clean and sanitize all shower stalls.

Building Area: EXTERIOR BUILDING ENTRANCES (front and rear doors)

- Empty and replace all waste containers and cigarette disposals adjacent to Police Station. (Liners to be supplied by City).
- Remove all paper and trash and store in designated area.
- Sweep entrance walkways, pickup cigarette butts and refuse, wash entrance walks down with hose (weather permitting).
- Clear ice and snow from entrance way as needed.

WEEKLY CUSTODIAL MAINTENANCE SCHEDULE:

- Wash down all desk on designated day.
- Dust floor baseboards throughout building.
- Sweep garages

BI-WEEKLY CUSTODIAL MAINTENANCE SCHEDULE

- Spray buff all vinyl tile.
- Vacuum under desks and furniture

MONTHLY CUSTODIAL MAINTENANCE SCHEDULE

- Clean carpet in the Information Desk (Front Desk).
- Dust all mini blinds

QUARTERLY CUSTODIAL MAINTENANCE SCHEDULE

- Strip and refinish all vinyl tile with two coats of floor finish. (Remove all floor finish from floor baseboards).
- Refinish and seal Terrazzo floor areas.
- Carpet cleaning using dry extraction carpet cleaning system.
- Squeeze clean all partition glass and all window glass inside and outside.

AS NEEDED CUSTODIAL MAINTENANCE SCHEDULE

- Squeeze clean all door glass.
- Empty recycling containers into dumpster.

C. HISTORICAL MUSEUM - 120 E. Park Avenue

Approximately 3,751 square feet. All work described below will be done between the hours of 9:00 a.m. and 12:00 p.m. Mondays and Thursdays only. (2 days per week)

TWICE-WEEKLY CUSTODIAL MAINTENANCE SCHEDULE

Building Area: LOBBY, DISPLAY AREAS, STAIRWAYS AND ELEVATOR

- Empty all recycling containers and remove to outside bins.
- Empty and replace all waste containers. (Liners to be supplied by City).
- Remove all paper and trash and store in designated area.
- Dust all horizontal surfaces to a reachable height.
- Dust mop all tile floors with treated mops.
- Damp mop all tile floors.
- Vacuum carpeting in all open areas, moving all furniture.
- Hand spot clean carpeting.
- Vacuum all entrance mats.
- Dust all radiators and window ledges
- Dust mop all stairways and landings with treated mops and wooden floors.
- Damp mop all stairways and landings.
- Clean all glass display cases and display tops (cloth and water provided by Museum)
- Spot clean entrance glass and partition glass.
- Remove fingerprints from doors, frames, walls, and switches.
- Parquet floor to receive special cleaning.
- Remove all trash to dumpster.

Building Area: GENERAL AND PRIVATE OFFICES

- Empty all recycling containers to recycling bins outside.
- Empty and replaced all waste containers. (Liners to be supplied by City).
- Remove all paper and trash and store in designated area.
- Dust all furniture and fixtures.
- Damp wipe telephones and sanitize phone.
- Clean and sanitize drinking fountains.
- Dust all horizontal surfaces to a reachable height.
- Vacuum carpeting in open areas.
- Hand spot clean carpeting.
- Remove fingerprints from doors, door frames, walls and switches.

- Spot clean all partition glass.

Building Area: CONFERENCE ROOMS

- Empty all recycling containers and remove to outside bins.
- Empty and replace all waste containers. (Liners to be supplied by City).
- Remove all paper and trash and store in designated areas.
- Dust all furniture and fixtures and horizontal surfaces to a reachable height.
- Damp wipe telephones and sanitize phone.
- Vacuum carpeting in open areas.
- Hand spot clean carpeting.
- Mop all tile floors.
- Spot clean partition glass.
- Remove fingerprints from doors, door frames, walls, and switches.

Building Area: LUNCHROOM/VENDING AREAS

- Empty all recycling containers and remove to outside bins.
- Empty and replace all waste containers. (Liners to be supplied by City).
- Remove all paper and trash and store in designated areas.
- Dust all furniture and fixtures, and horizontal surfaces to a reachable height.
- Vacuum carpeting in all open areas.
- Damp wipe telephones and sanitize phone.
- Clean and sanitize drinking fountains.
- Damp mop all tile floors.
- Spot clean all partition glass.
- Wash counter tops.
- Wipe table tops and chairs.
- Wipe clean all appliances and vending machines.
- Remove fingerprints from doors, door frames, walls, and clean sink and fixtures.
- Remove all trash to dumpster.

Building Area: WASHROOMS

- Clean, sanitize and wipe dry all porcelain fixtures.
- Clean and polish all chrome faucets and fixtures.
- Damp clean and sanitize both sides of toilet seats.
- Damp clean and sanitize urinals.
- Damp clean all mirrors.
- Empty all containers and disposals, inserting liners where required. (Larger liners will be supplied by City of Elmhurst).
- Damp clean exterior of all containers.
- Empty all sanitary napkin containers.
- Dust and spot clean partitions.
- Damp mop floors.
- Remove fingerprints from doors, frames, sills, light switches, kick and push

plates, etc.

- Refill all dispensers. (Washroom supplies to be supplied by City of Elmhurst).
- Remove all trash to dumpster.

BI-WEEKLY CUSTODIAL MAINTENANCE SCHEDULE

- Wash down all desks on designated day.
- Dust all woodwork molding throughout building.
- Spray buff all vinyl tile.
- Dust baseboards throughout building.

MONTHLY CUSTODIAL MAINTENANCE SCHEDULE

- Dust woodwork in front hall.
- Dust track lighting.

QUARTERLY CUSTODIAL MAINTENANCE SCHEDULE

- Strip and refinish all vinyl tile with two coats of floor finish. (Remove all floor finish from floor molding).
- Carpet cleaning using dry extraction carpet cleaning system.
- Clean all partition glass and all window glass.
- Dust all mini blinds.

AS NEEDED CUSTODIAL MAINTENANCE SCHEDULE

- Squeeze clean all door glass.
- Empty recycling containers into dumpster.
- Dust pipes in basement hallways.
- Dust track lights and pipes in basement history studio.

YEARLY CUSTODIAL MAINTENANCE SCHEDULE

- Clean all outside window glass.

D. HISTORICAL MUSEUM EDUCATION CENTER - 120 S. Palmer Drive

Approximately 4,700 square feet. All work described below will be done between the hours of 9:00 a.m. and 12:00 p.m. Mondays only. (1 day per week)

WEEKLY CUSTODIAL MAINTENANCE SCHEDULE

Building Area: GENERAL AREAS, CONFERENCE ROOMS, AND PRIVATE OFFICES

- Vacuum all entrance mats.
- Dust mop all tile floors with treated mops.
- Damp mop all tile floors.
- Empty all recycling containers to recycling bins outside.
- Empty and replaced all waste containers. (Liners to be supplied by City).
- Remove all paper and trash and store in designated area.
- Dust all furniture and fixtures.

- Damp wipe telephones and sanitize phones and computer keyboards.
- Clean and sanitize drinking fountains.
- Dust all horizontal surfaces to a reachable height.
- Vacuum carpeting in open areas.
- Hand spot clean carpeting.
- Remove fingerprints from doors, door frames, walls and switches.
- Spot clean all partition glass.

Building Area: WASHROOMS

- Clean, sanitize and wipe dry all porcelain fixtures.
- Clean and polish all chrome faucets and fixtures.
- Damp clean and sanitize both sides of toilet seats.
- Damp clean and sanitize urinals.
- Damp clean all mirrors.
- Empty all containers and disposals, inserting liners where required. (Larger liners will be supplied by City of Elmhurst).
- Damp clean exterior of all containers.
- Empty all sanitary napkin containers.
- Dust and spot clean partitions.
- Damp mop floors.
- Remove fingerprints from doors, frames, sills, light switches, kick and push plates, etc.
- Refill all dispensers. (Washroom supplies to be supplied by City of Elmhurst).

BI-WEEKLY CUSTODIAL MAINTENANCE SCHEDULE

- Wash down all desks on designated day.
- Dust all woodwork molding throughout building.
- Spray buff all vinyl tile.
- Dust baseboards throughout building.

QUARTERLY CUSTODIAL MAINTENANCE SCHEDULE

- Strip and refinish all vinyl tile with two coats of floor finish. (Remove all floor finish from floor molding).
- Carpet cleaning using dry extraction carpet cleaning system.
- Clean all partition glass and all window glass.
- Dust all mini blinds.

AS NEEDED CUSTODIAL MAINTENANCE SCHEDULE

- Squeeze clean all door glass.
- Empty recycling containers into dumpster.

E. METRA STATION - 120 W. First Avenue

Approximately 1,270 square feet. All work described below will be done between the

hours of 7:00 p.m. and 12:00 a.m. Monday through Friday. (5 days per week)

Note: The Contractor is responsible for locking the outer doors at 7:00 p.m.

DAILY CUSTODIAL MAINTENANCE SCHEDULE

Building Area: LOBBY of MAIN BUILDING

- Empty and replace all waste containers. (Liners to be supplied by City).
- Clean and sanitize drinking fountains.
- Dust all horizontal surfaces to a reachable height and counters and window ledges.
- Remove fingerprints from doors, door frames, walls and switches.
- Spot clean all partition glass.
- Remove all paper and trash and store in designated area.
- Dust all furniture and fixtures.
- Remove all paper and trash and store in designated area.
- Dust all horizontal surfaces to a reachable height.
- Dust mop all tile floors with treated mops.
- Damp mop all terrazzo floor areas.
- Vacuum all entrance mats.
- Spot clean entrance glass and partition glass.
- Remove fingerprints from doors, frames, walls, and switches.

Building Area: BUILDING EXTERIOR

- Empty and replace all waste containers and ash trays adjacent to Metra Station. (Liners to be supplied by City).
- Damp wipe telephones and sanitize phones.
- Sweep stairs, handicap access ramps and pedestrian underpass. Wash down underpass stairs with hose (weather permitting).

Building Area: WASHROOM

- Clean, sanitize and wipe dry all fixtures.
- Clean and polish all chrome faucets and fixtures.
- Damp clean and sanitize both sides of toilet seats.
- Damp clean and sanitize urinals.
- Damp clean all mirrors.
- Empty all containers and disposals, inserting liners where required. (Liners will be supplied by the City).
- Damp clean exterior of all containers.
- Empty all sanitary napkin containers.
- Dust and spot clean partitions.
- Damp mop floors.
- Remove fingerprints from doors, frames, sills, light, switches, kick and push plates, etc.
- Refill all dispensers. (Washroom supplies to be supplied by City of Elmhurst).

WEEKLY CUSTODIAL MAINTENANCE SCHEDULE

- Spray buff all Terrazzo floor areas.

MONTHLY CUSTODIAL MAINTENANCE SCHEDULE

- Squeeze clean all partition glass and all window glass inside and outside. This includes the glass windbreaker panel on the north side of the stairway outside the west door of the Metra Station.

QUARTERLY CUSTODIAL MAINTENANCE SCHEDULE

- Refinish and seal Terrazzo floor areas with two coats of floor finish. (Remove all floor finish from floor molding).

AS NEEDED CUSTODIAL MAINTENANCE SCHEDULE

- Squeeze clean all door glass.

SEMI-ANNUAL CUSTODIAL MAINTENANCE SCHEDULE

- Wash down all inside walls in main station.

F. WASTEWATER TREATMENT PLANT - (Buildings # 1 and #2) 625 S. Route 83

Building #1 Approx. 1,475 sq. ft. and Building #2 Approx. 2,342 square feet. All work described below will be done between the hours of 6:00 p.m. and 12:00 a.m. Monday, Wednesday, and Friday. (3 times per week)

Building Area: LOBBY

- Empty all recycling containers to recycling bin outside
- Empty and replace all waste containers. (Liners to be supplied by City).
- Remove all paper and trash and store in designated area.
- Dust all horizontal surfaces to a reachable height.
- Dust mop all tile floors with treated mops.
- Damp mop all tile floors.
- Vacuum all entrance mats.
- Dust mop all stairways and landings with treated mops.
- Spot clean entrance glass and partition glass.
- Remove fingerprints from doors, frames, walls, switches and all stainless with approved stainless cleaner.

Building Area: GENERAL AND PRIVATE OFFICES

- Empty all recycling containers to recycling bins outside.
- Empty and replace all waste containers. (Liners to be supplied by City).
- Remove all paper and trash and store in designated area.
- Dust all furniture and fixtures.
- Damp wipe telephones and sanitize phones.
- Clean and sanitize drinking fountains.

- Dust all horizontal surfaces to a reachable height.
- Remove fingerprints from doors, doorframes, walls and switches.
- Spot clean all partition glass.
- Wipe clean all surfaces in the lab, including cabinet tops and desktops.

Building Area: WOMEN'S LOCKER ROOM

- Empty all recycling containers to recycling bins outside.
- Empty and replace all waste containers. (Liners to be supplied by City).
- Remove all paper and trash and store in designated areas.
- Dust all furniture and fixtures and horizontal surfaces to a reachable height.

Building Area: WASHROOMS

- Clean, sanitize, and wipe dry all porcelain fixtures.
- Clean and polish all chrome faucets and fixtures.
- Damp clean and sanitize both sides of toilet seats.
- Damp clean and sanitize urinals.
- Damp clean all mirrors.
- Empty all containers and disposals, inserting liners where required. (Larger liners will be supplied by City of Elmhurst).
- Damp clean exterior of all containers.
- Empty all sanitary napkin containers.
- Dust and spot clean partitions.
- Damp mop floors.
- Remove fingerprints from doors, frames, sills, light switches, kick and push plates, etc.
- Refill all dispensers. (Washroom supplies to be supplied by City).
- Clean and sanitize all shower stalls.

WEEKLY CUSTODIAL MAINTENANCE SCHEDULE

- Wash down all desks on designated day.
- Dust floor moldings throughout building.

BI-WEEKLY CUSTODIAL MAINTENANCE SCHEDULE

- Spray buff all vinyl tile.

QUARTERLY CUSTODIAL MAINTENANCE SCHEDULE

- Strip and refinish all vinyl tile with two coats of floor finish. (Remove all floor finish from floor molding).
- Squeeze clean all partition glass and all window glass inside and outside.
- Dust all mini blinds.

AS NEEDED CUSTODIAL MAINTENANCE SCHEDULE

- Squeeze clean all door glass.
- Empty recycling containers into dumpster.

G. PUBLIC WORKS GARAGE - 985 S. Riverside Drive

Approximately 11,229 square feet. All work described below will be done between the hours of 4:30 p.m. and 9:00 p.m. Monday through Friday. (1 through 5 times per week). A list of office numbers and a map is included in the attachments.

Building Area: CARPETED OFFICE AREAS (Daily – Monday through Friday)

- Vacuum and straighten all entrance mats.
- Vacuum carpeting in open areas.
- Hand spot clean carpeting.

Building Area: LUNCHROOM, CORRIDORS, MECHANICS AREAS (Daily – Monday through Friday)

- Dust mop all tile floors with treated mops.
- Damp mop all tile floors.
- Dust all furniture and fixtures.
- Clean and sanitize sink and counters.
- Dust all horizontal surfaces to a reachable height.
- Vacuum and straighten all entrance mats.

Building Area: LOCKER ROOMS AND WASHROOMS (Daily – Monday through Friday)

- Clean, sanitize, and wipe dry all porcelain fixtures.
- Clean, sanitize, and wipe dry all stainless and composite sinks.
- Clean and polish all chrome faucets and fixtures.
- Damp clean and sanitize both sides of toilet seats.
- Damp clean and sanitize urinals.
- Damp clean all mirrors.
- Damp clean exterior of all containers.
- Dust and spot clean partitions - Damp mop floors.
- Refill all dispensers. (Washroom supplies to be supplied by City).
- Clean and sanitize all shower stalls.
- Vacuum and straighten all entrance mats.

Building Area: ASST. OFFICES AND READY AREAS (Once per week)

- Dust mop all tile floors with treated mops.
- Damp mop all tile floors.
- Vacuum and straighten all entrance mats.

BI-WEEKLY CUSTODIAL MAINTENANCE SCHEDULE

- Spray buff all vinyl tile.
- Dust floor moldings throughout building.

QUARTERLY CUSTODIAL MAINTENANCE SCHEDULE

- Strip and refinish all vinyl tile with two coats of floor finish. (Remove all floor finish from floor molding).
- Dry extraction carpet cleaning of all carpeted areas

AS NEEDED CUSTODIAL MAINTENANCE SCHEDULE

- Spray buff all vinyl tile in corridors and lunch room to maintain a high gloss shine

COUNCIL ACTION SUMMARY

SUBJECT: Resolution to approve and authorize the execution of a contract for janitorial services with Best Quality Cleaning, Inc.

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the City Council, the City Attorney prepared a resolution to approve and authorize the execution of a contract for janitorial services with Best Quality Cleaning, Inc. The contract provides that Best Quality Cleaning, Inc. shall provide janitorial services to eight (8) Municipal Buildings for the total sum of Five Thousand Four Hundred Eighteen Dollars (\$5,418.00) per month.