

VOW

**AGENDA
OF BUSINESS TO BE BROUGHT BEFORE THE MEETING
OF THE CITY COUNCIL OF ELMHURST, ILLINOIS, 209 NORTH YORK
MONDAY, AUGUST 3, 2009
7:30 P.M.**

- 1. Call to Order/Pledge of Allegiance/Roll Call**
- 2. Receipt of Written Communications and Petitions from the Public**
- 3. Public Forum**
- 4. Consent Agenda**
 - a. Minutes of Regular Meeting Held on Monday, July 20, 2009 (City Clerk Spencer): Approve as published
 - b. Minutes of the Executive Session Held on Monday, July 20, 2009 (City Clerk Spencer): Receive and place on file
 - c. Accounts Payable – July 31, 2009 Total \$ 1,748,386.71
 - d. Appointment to the Zoning and Planning Commission – Brendan J. Hill (Mayor DiCianni): Concur with the Mayor's recommendation
 - e. Bids, 2009 Fire Hydrant and Watermain Valve Repair Program (City Clerk Spencer): Refer to the Public Works and Buildings Committee (See Item 4i)
 - f. Bids, 2009 Sidewalk Replacement Program (City Clerk Spencer): Refer to the Public Works and Buildings Committee (See Item 4h)
 - g. Report – 2009 Water Meter Purchase (PW&B)
 - h. Report – 2009 Sidewalk Replacement Program (PW&B) (See Item 4f)
 - i. Report – 2009 Fire Hydrant and Watermain Valve Repair Project (PW&B) (See Item 4e)
 - j. Report – Fuel Island Management and Inventory System Purchase (PW&B)
 - k. Report – Liquor License Request: Finn McCool's (PA&S)
 - l. Report – Melrose Avenue – North Avenue to Willow Road Parking Restrictions (PA&S)
 - m. Report – Hillside Avenue – Eldridge Park to Van Buren Street Parking Restrictions (PA&S)
 - n. Report – Howard Avenue – North of Melrose Avenue Parking Restrictions (PA&S)
 - o. Report – Water and Sewer Rates for Elmhurst Residents on Wrightwood Avenue (F,CA&AS)
 - p. Report – Illinois Municipal Retirement Fund Contribution Rate for Calendar Year 2010 (F,CA&AS)
 - q. Report – Timothy Christian Schools – Request for Extension (DP&Z)
 - r. Report – Proposed Zoning Ordinance Amendment – Pawn Shops (DP&Z)
 - s. Report – Review of Proposed Zoning Ordinance Amendments – Signs (DP&Z)
 - t. ZO-06-2009 – An Ordinance to Approve and Authorize the Execution of a Corrective Action Right-of Way Agreement By and Between Thomas Leach, Sr. and the City of Elmhurst for the Property Commonly Known as 575 South York Road
 - u. R-16-2009 – A Resolution Authorizing the Execution of a Contract between the City of Elmhurst Neri Brothers Construction for the Prospect Avenue Public Utility Improvement
 - v. R-17-2009 – A Resolution Authorizing the Execution of a Contract Between the City of Elmhurst and Advantage 2 Concrete Raising for the 2009 Sidewalk Repair Program (Slabjacking)
 - w. R-18-2009 – A Resolution Authorizing the Execution of a Contract Between the City of Elmhurst and Alpha Paintworks for the Streetlight Pole Painting Project
 - x. R-19-2009 – A Resolution Authorizing the Execution of a Contract Between the City of Elmhurst and G & M Cement Construction, Inc., for the 2009 Concrete Pavement Patching Project

- y. R-20-2009 – A Resolution Authorizing the Execution of a Contract Between the City of Elmhurst and Strada Construction Company for the 2009 Sidewalk Replacement Program
- z. R-21-2009 – A Resolution Authorizing the Execution of a Contract Between the City of Elmhurst and Swallow Construction Corporation for the 2009 Fire Hydrant and Watermain Valve Repair Project
- aa. R-22-2009 – A Resolution Authorizing the Execution of a Contract Between the City of Elmhurst and C-A Cement Company for the 2009 Contract Paving Program
- bb. R-23-2009 – A Resolution Authorizing the Execution of a Purchase Order Between the City of Elmhurst and Accurate Tank of North Aurora, Illinois for the Fuel Island Management and Inventory Systems Purchase
- cc. R-24-2009 – A Resolution Authorizing the Execution of an Agreement Between the City of Elmhurst, Illinois, and Novapro Risk Solutions, LP, for Claims Management and Related Services for Self-Insured Liability Risks
- dd. R-25-2009 – A Resolution Authorizing the Execution of an Agreement Between the City of Elmhurst, Illinois, and Employer's Claim Service, Inc., for the Administration of Illinois Workers' Compensation Claims

5. Committee Reports

- a. Report – Bids for the Interior Renovations and Washroom Facilities – One Room School (PW&B)

6. Reports and Recommendations of Appointed and Elected Officials

- a. Updates (Mayor DiCianni)

7. Ordinances

- a. O-30-2009 – An Ordinance Providing for the Issuance of Not to Exceed \$4,000,000 General Obligation Refunding Bonds, Series 2009A, of the City of Elmhurst, DuPage and Cook Counties, Illinois, and Providing for the Levy and Collection of a Direct Annual Tax for the Payment of the Principal of and Interest on Said Bonds

8. Other Business

9. Announcements

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, JULY 20, 2009
209 NORTH YORK STREET
ELMHURST, ILLINOIS**

| <u>SUBJECT</u> | <u>PAGE</u> |
|---|-------------|
| Executive Session 7:00 p.m. – Land Acquisition, Disposition, Personnel & Litigation ----- | 1 |
| Call to Order/ Pledge of Allegiance/ Roll Call----- | 1 |
| Receipt of Written Communications and Petitions from the Public ----- | 1 |
| Public Forum----- | 1 |
| Consent Agenda | |
| Minutes of Regular Meeting Held on Monday, July 6, 2009----- | 3 |
| Minutes of the Executive Session Held on Monday, June 1, 2009 ----- | 3 |
| Minutes of the Executive Session Held on Monday, July 6, 2009----- | 4 |
| Accounts Payable – July 20, 2009 Total \$1,450,043.08 ----- | 4 |
| Report – Liquor License Ordinance for Flight 112 Wine House ----- | 4 |
| Report – Request for Proposal for Wireless Radio Alarm Network----- | 4 |
| Report – District 205 Foundation Request for Temporary Use and Event Permit and Use of City Property ----- | 5 |
| Report – Revisions to the Cooperation Agreement Between the City of Elmhurst and the Elmhurst Heritage Foundation----- | 6 |
| Report – 2001 General Obligation Bond Issue Partial Refunding----- | 7 |
| Report – Automated Parking Equipment----- | 8 |
| O-22-2009 – An Ordinance Making Appropriations for Special Service Area Number Six of the City of Elmhurst for the Fiscal year Beginning May 1, 2009 and Ending April 30, 2010----- | 9 |
| O-23-2009 – An Ordinance Making Appropriations for Special Service Area Number Seven of the City of Elmhurst for the Fiscal year Beginning May 1, 2009 and Ending April 30, 2010 ---- | 9 |
| MCO-13-2009 – An Ordinance Establishing Wastewater Treatment Rates for Private Well Users----- | 9 |
| MCO-14-2009 – An Ordinance Amending Section 44.74 Entitled, “Yield Right-of-Way Streets” of Article V Entitled, “Driving, Overtaking and Passing” of Chapter 44 Entitled, “Motor Vehicles and Traffic” and Amending Section 44.92 Entitled, “Stop Intersections Enumerated” of Article VI Entitled, “Special Stops” of Chapter 44 Entitled, “Motor Vehicles and Traffic” of the Municipal Code of the City of Elmhurst, Illinois----- | 9 |
| MCO-15-2009 – An Ordinance Amending Section 36.09, Entitled “Classification of Licenses,” Section 36.10, Entitled “Terms; Fees,” and Section 36.11, Entitled “Limitation on Number of Licenses, “ of Article II, Entitled “Retail Licenses,” of Chapter 36, Entitled “Liquor,” of the Municipal Code of Ordinances of the City of Elmhurst, DuPage and Cook Counties, Illinois----- | 9 |
| ZO-04-2009 – An Ordinance Rezoning the Property Commonly Known as 621 West North Avenue (Formerly 313 N. Route 83)----- | 9 |
| ZO-05-2009 – An Ordinance Granting an Amendment to a Conditional Use Permit for the Purpose of Site Development and to Construct New Structures and Additions for the School and Church on the Property Commonly Known as 779 South York Street (Visitation Church)----- | 9 |
| R-14-2009 – A Resolution Authorizing the Execution of a Contract Between the City of Elmhurst, Illinois, and Winkler’s Tree and Landscaping, Inc. for the 2009 Arbotect Fungicide Injections of American Elms----- | 9 |
| R-15-2009 – A Resolution Authorizing the Execution of an Intergovernmental Agreement Between the Village of Villa Park and the City of Elmhurst----- | 9 |
| Committee Reports | |
| Report – Larch Avenue Parking Deck Architectural Design and Construction Management Services | |
| Majority Report ----- | 10 |
| Minority Report ----- | 10 |
| Report – Joint Park District/City Committee ----- | 14 |
| Reports and Recommendations of Appointed and Elected Officials | |
| Updates (Mayor DiCianni) ----- | 15 |
| Ordinances | |
| O-29-2009 – An Ordinance Establishing Special Service Area Number Twelve of the City of Elmhurst (Gladys Avenue)----- | 16 |

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF ELMHURST, ILLINOIS
HELD ON MONDAY, JULY 20, 2009
209 NORTH YORK STREET
ELMHURST, ILLINOIS**

**EXECUTIVE SESSION 7:00 P.M. – LAND ACQUISITION, LAND DISPOSITION,
PERSONNEL AND LITIGATION**

1. Executive session was called to order at 7:05 p.m. by Mayor DiCianni for the purpose of discussing Land Acquisition, Land Disposition, Personnel and Litigation.

Present: Diane Gutenkauf, Paula Pezza, Pat Shea, Norman Leader, Michael J. Bram, Kevin L. York, Chris Nybo, Chris Healy, Steve Morley, Jim Kennedy, Mark A. Mulliner, Patrick Wagner

Absent: Susan J. Rose, Stephen Hipskind (arrived at 7:24 p.m.)

Also in attendance: City Treasurer Dyer, City Attorney Storino, City Manager Borchert

Alderman Morley moved to convene into executive session for the purpose of discussing Land Acquisition, Land Disposition, Personnel and Litigation. Alderman Wagner seconded. Roll call vote:

Ayes: York, Pezza, Gutenkauf, Shea, Leader, Bram, Healy, Morley, Kennedy, Mulliner, Wagner

Nays: None

12 yeas, 0 nays, 2 absent
Motion duly carried

Alderman Mulliner moved to adjourn executive session. Alderman Morley seconded. Voice vote. Motion carried. Executive session adjourned at 7:40 p.m.

CALL TO ORDER/ PLEDGE OF ALLEGIANCE/ROLL CALL

Attendance: 113

2. The Regular Meeting of the Elmhurst City Council was called to order by Mayor DiCianni at 7:49 p.m.

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

Absent: Susan J. Rose

Also in Attendance: City Treasurer Dyer (left at 9:45 p.m.), City Attorney Storino, City Manager Borchert, Director of Public Works Hughes, Fire Chief Kopp, Police Chief Neubauer, PZED Director Said, Economic Development Manager Corner

RECEIPT OF WRITTEN COMMUNICATIONS AND PETITIONS FROM THE PUBLIC

3. Jeff Budgell of the Architect's Studio LLC, 275 N. York St. submitted a letter to Council as a resident and City Centre property owner regarding the Larch Avenue Parking Deck. The letter discusses the architectural design of the proposed structure, phase one and two assessments, remediation and the seller rebate as well as his support of the minority report.

PUBLIC FORUM

4. A large number of persons spoke regarding item 8a. O-29-2009 – An Ordinance Establishing Special Service Area Number Twelve of the City of Elmhurst (Gladys Avenue) both for and against adding sidewalks to one side of Gladys Avenue. The following chart lists those who spoke in favor of the sidewalks and those who spoke in opposition to the sidewalks.

| Name | Address | In Favor | Opposed |
|-----------------|--------------------|----------|---------|
| Angela Allen | 557 Gladys Ave. | X | |
| Fernando DelRio | 541 W. Gladys Ave. | X | |
| Brian Cahill | 569 W. Gladys Ave. | X | |

Willis Johnson
603 Rodgers
Downers Grove, IL 60515

Spoke on the parking deck on Larch Avenue and its value to the City Centre. He asked Council to approve this next step of the construction so it can be done in a timely manner.

Betsy Hanish
464 Knollwood Dr.
Wood Dale, IL 60191

Spoke in support of the Larch Avenue parking deck and asked the Council to move forward on the next phase of the project.

John Quigley
Elmhurst Chamber of Commerce, President & CEO
113 Adell Pl.
Elmhurst, IL 60126

Spoke regarding the parking problems in the Central Business District and asked Council to move forward on the next phase of the Larch Avenue deck.

Frank Sibr, Flight 112
112 W. Park Ave.
Elmhurst, IL 60126

Spoke regarding the parking problems in the Central Business District and asked Council to move forward on the next phase of the deck on Larch Avenue.

Liz Ambrosie
139 Oak St.
Elmhurst, IL 60126

Spoke regarding the no bid contract on the Larch Avenue parking deck and asked Council to get more bids.

Ann Tranter
512 W. Belden
Elmhurst, IL 60126

Spoke of her concern of no bid contracts and the lack of transparency.

Alderman Morley asked Mayor DiCianni to end the Public Forum portion of the meeting. Mayor DiCianni stated Public Forum will conclude with the last person at the microphone.

Paul Darley
252 May St.
Elmhurst, IL 60126

Spoke regarding the Larch Avenue parking deck and asked Council to go forward with the next phase of the project.

CONSENT AGENDA

5. The following items on the Consent Agenda were presented:
 - a. MINUTES OF REGULAR MEETING HELD ON MONDAY, JULY 6, 2009 (City Clerk Spencer):
Approve as published
 - b. MINUTES OF THE EXECUTIVE SESSION HELD ON MONDAY, JUNE 1, 2009 (City Clerk Spencer): Receive and place on file

All vendors were asked to bid on a brand new system or develop an alternative that would meet the specifications of the request for proposal based on 440 network radios. ADT was the only vendor to submit an alternate proposal. This alternate proposal utilized the already-in-place ADT network.

Grand Total of All 3-Year Costs INCLUDING Alternate

| | |
|----------------------|---------------------|
| ADT | \$709,750.36 |
| ADT Alternate | \$669,436.36 |
| CMFP | \$723,039.00 |
| Norcomm | \$683,408.40 |

Due to the simplicity of implementing the ADT alternate proposal, and the cost savings to the City, it is the recommendation of the Elmhurst Fire Department to award the radio alarm contract to ADT. Under the ADT alternate proposal, all leased radio transmitters, all head end transmission equipment and all monitoring contracts will be turned over to Elmhurst ownership. Other benefits of the ADT alternate proposal include:

- No need to replace existing subscriber radios with new vendor radios
- Termination agreements in current subscriber contracts become a non-issue
- No expense of replacement of the head end system or moving accounts to a new system
- No need to remove DuComm 703 from the ADT multiplex system and reinstall it as a stand alone
- No need to involve more than one provider
- Insured consistency of network and programming
- Accelerated revenue stream

It is therefore, the recommendation of the Public Affairs and Safety Committee that the City of Elmhurst enter into a contract with ADT to provide the development and maintenance of a Wireless Radio Network. \$950,000 has been budgeted for this project in line item 1020-110-4020-80-05.

Respectfully submitted,
Public Affairs and Safety Committee
/s/ Patrick Wagner
Chairman
/s/ Chris Nybo
Vice-Chairman
/s/ Paula Pezza

- g. REPORT – DISTRICT 205 FOUNDATION REQUEST FOR TEMPORARY USE AND EVENT PERMIT AND USE OF CITY PROPERTY The following report of the Public Affairs and Safety Committee was presented:

July 13, 2009

To: Mayor DiCianni and Members of the City Council
Re: District 205 Foundation Request for Temporary Use and Event Permit and Use of City Property

The Public Affairs and Safety Committee met on July 13, 2009 to discuss the request from Elmhurst District 205 to use the Elmhurst municipal parking lot on the west side of Addison between First and Second Streets for a fund raising event. A representative from District 205 was available to answer the Committee's questions.

The Elmhurst municipal parking lot on the west side of Addison between First and Second Streets will be used to conduct Charitable Games for a Summer Rocks fundraiser to be held on Sunday, August 9, 2009. For the past three years, this event was held in conjunction with the Elmhurst Chamber and the Thursday evening Jaycees carnival on the eve of Elmfest.

This year, again in partnership with the Elmhurst Chamber, this event will take place on the Sunday after the August 8th summer concert, taking advantage of the logistical opportunities that exist. This event would run from 3:30 p.m. to 8:00 p.m. Food and beverages would be available for purchase,

Vice-Chairman
/s/ Paula Pezza

- i. REPORT – 2001 GENERAL OBLIGATION BOND ISSUE PARTIAL REFUNDING The following report of the Finance, Council Affairs and Administrative Services Committee was presented:

July 14, 2009

To: Mayor DiCianni and Members of the City Council
Re: 2001 General Obligation Bond Issue Partial Refunding

The Finance, Council Affairs and Administrative Services Committee met July 13, 2009, to consider refunding a portion of the 2001 General Obligation bond issue.

Mr. Kevin McCanna, representing Speer Financial, Inc., the City's financial advisor, reviewed with the Finance Committee the option of refunding a portion of the 2001 bond issue. The 2001 bond issue was for the purpose of refunding the 1992 bond issue along new money to finance capital projects. Interest rates in the bond market are now low enough that it makes economic sense to consider refunding the 2011 through 2019 maturities (\$3,140,000) of the 2001 bond issue. At current rates in the marketplace, the refunding of the stated maturities would save the City approximately \$100,000 to \$140,000 on a present value basis, net of all issuance costs, or between 3.25% and 4.45% of the refunded principal. Mr. McCanna recommended that an appropriate savings rate target should be no less than 3.5% of refunded principal, to allow sufficient savings to make the refunding transaction viable. The savings would be recognized in 2011.

Robert W. Baird & Co., Inc. approached Speer Financial, Inc. and the City of Elmhurst regarding the above refunding, and recommended that a negotiated sale take place due to the current volatility in the bond interest rates and due to the closeness of the estimated savings rate on the 2001 bond issue (3.25% - 4.45%) to the targeted rate of 3.5%. A competitive sale in this type of situation, where the interest rates are volatile and the projected savings rate is very close to the target, is not as advantageous as a negotiated sale. A competitive sale is for a specific date and cannot be changed regardless of market conditions. A negotiated sale allows the underwriter (Robert W. Baird & Co.) and the issuer (the City) to determine, based on market conditions and whether the savings target will be met, the exact date the bonds will be sold.

Mr. McCanna and staff recommended that Robert W. Baird & Co., Inc. handle the negotiated sale of the partial refunding of the 2001 bond issue. The City has previously worked with Robert W. Baird & Co. on the 2005 refunding bond issue. Staff further recommended authorizing the Mayor to proceed with the bond sale when the market allows the targeted savings rate of 3.5% to be achieved, with advice from Speer Financial, Inc., and with the concurrence of two of the following four individuals: City Treasurer, Finance Committee Chairman, City Manager or Director of Finance and Administration. After discussion, the Finance Committee concurred with staff recommendations.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council authorize the refunding of the 2011 through 2019 maturities of the 2001 General Obligation bond issue, with the refunding bonds to be sold by negotiated sale handled by Robert W. Baird & Co., Inc. The Finance Committee further recommends that the City Council direct the City Attorney to prepare an ordinance that authorizes the Mayor and two of the following four individuals (City Treasurer, Finance Committee Chairman, City Manager or Director of Finance and Administration) to proceed with the bond sale, given the condition that the savings rate be no less than 3.5% of the refunded bond principal.

Respectfully submitted,
Finance, Council Affairs and
Administrative Services Committee

/s/ Stephen Hipskind
Chairman

/s/ Kevin York

Vice-Chairman

/s/ Mark Mulliner

/s/ Diane Gutenkauf

/s/ Diane Gutenkauf

- k. O-22-2009 – AN ORDINANCE MAKING APPROPRIATIONS FOR SPECIAL SERVICE AREA NUMBER SIX OF THE CITY OF ELMHURST FOR THE FISCAL YEAR BEGINNING MAY 1, 2009 AND ENDING APRIL 30, 2010

Ordinance O-22-2009 was presented for passage.

- l. O-23-2009 – AN ORDINANCE MAKING APPROPRIATIONS FOR SPECIAL SERVICE AREA NUMBER SEVEN OF THE CITY OF ELMHURST FOR THE FISCAL YEAR BEGINNING MAY 1, 2009 AND ENDING APRIL 30, 2010

Ordinance O-23-2009 was presented for passage.

- m. MCO-13-2009 – AN ORDINANCE ESTABLISHING WASTEWATER TREATMENT RATES FOR PRIVATE WELL USERS

Ordinance MCO-13-2009 was presented for passage.

- n. MCO-14-2009 – AN ORDINANCE AMENDING SECTION 44.74 ENTITLED, “YIELD RIGHT-OF-WAY STREETS” OF ARTICLE V ENTITLED, “DRIVING, OVERTAKING AND PASSING” OF CHAPTER 44 ENTITLED, “MOTOR VEHICLES AND TRAFFIC” AND AMENDING SECTION 44.92 ENTITLED, “STOP INTERSECTIONS ENUMERATED” OF ARTICLE VI ENTITLED, “SPECIAL STOPS” OF CHAPTER 44 ENTITLED, “MOTOR VEHICLES AND TRAFFIC” OF THE MUNICIPAL CODE OF THE CITY OF ELMHURST, ILLINOIS

Ordinance MCO-14-2009 was presented passage.

- o. MCO-15-2009 – AN ORDINANCE AMENDING SECTION 36.09, ENTITLED “CLASSIFICATION OF LICENSES,” SECTION 36.10, ENTITLED “TERMS; FEES,” AND SECTION 36.11, ENTITLED “LIMITATION ON NUMBER OF LICENSES, “ OF ARTICLE II, ENTITLED “RETAIL LICENSES,” OF CHAPTER 36, ENTITLED “LIQUOR,” OF THE MUNICIPAL CODE OF ORDINANCES OF THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS

Ordinance MCO-15-2009 was presented was presented for passage.

- p. ZO-04-2009 – AN ORDINANCE REZONING THE PROPERTY COMMONLY KNOWN AS 621 WEST NORTH AVENUE (FORMERLY 313 N. ROUTE 83)

Ordinance ZO-04-2009 was presented for passage.

- q. ZO-05-2009 – AN ORDINANCE GRANTING AN AMENDMENT TO A CONDITIONAL USE PERMIT FOR THE PURPOSE OF SITE DEVELOPMENT AND TO CONSTRUCT NEW STRUCTURES AND ADDITIONS FOR THE SCHOOL AND CHURCH ON THE PROPERTY COMMONLY KNOWN AS 779 SOUTH YORK STREET (VISITATION CHURCH)

Ordinance ZO-05-2009 was presented for passage.

- r. R-14-2009 – A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT BETWEEN THE CITY OF ELMHURST, ILLINOIS, AND WINKLER’S TREE AND LANDSCAPING, INC. FOR THE 2009 ARBOTECT FUNGICIDE INJECTIONS OF AMERICAN ELMS

Resolution R-14-2009 was presented for passage.

- s. R-15-2009 – A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF VILLA PARK AND THE CITY OF ELMHURST

Resolution R-15-2009 was presented for passage.

RE: Larch Avenue Parking Deck Architectural Design and Construction Management Services

On Monday, July 13, 2009, the Public Works and Buildings Committee met to discuss design and construction management services for the construction of a multi-level parking deck located at the northwest corner of Larch Avenue and First Street.

The City has been working with the development company of Devcom, Inc. along with their construction partner Arco/Murray National Construction Company to complete this project. Devcom was successful in purchasing the property from the current owner and subsequently sold it to the City. The City took occupancy of the property on June 21, 2009.

The City has received from Arco/Murray a statement of qualifications regarding the firm's ability to perform construction management services for the City for this project. City staff and the Committee have reviewed the statement of qualifications and find that Arco/Murray is qualified to do this work. Arco/Murray has performed all assignments in phase 1 and phase 2 of the project in a satisfactory manner.

In addition, after final negotiations with City staff, Arco/Murray submitted a revised proposal for the architectural design and construction management services for the remaining phase of this project.

Upon approval, Arco/Murray will prepare the necessary architectural design plans and specifications, bidding documents, secure sealed bids to be opened by the Elmhurst City Clerk, and manage the construction of the proposed parking deck. This work shall provide the City with professional oversight of construction methodologies and schedule, value engineering insight, contract compliance and site management for the duration of the project.

The QBS evaluation of Arco/Murray was completed yielding a rating of 335 out of a possible 350. In comparison, McHugh received a rating of 340 for the completion of the new fire station. Given this comparable rating and Arco/Murray's previous project history, Arco/Murray is judged more than capable of completing the project.

Design services (aka 'Architecture') are quoted to cost \$326K (6% of estimated construction costs). For comparison, \$388K (8% of estimated construction costs) was spent for the design and architectural fees of the new fire house. Regarding the perceived requirement that design services must be competitively bid, they do not. Design services are considered professional services by Elmhurst municipal code and are not required to be publicly bid. GMA, Inc. will be responsible for the design services portion of the project which is a sister company to Arco/Murray and is considered to have the same QBS rating specified above of Arco/Murray.

Total construction costs are \$5.0 MM and broken down as follows:

- General Conditions (7.5%) \$ 375K
- Insurance (1.25%) \$ 63K
- Construction Mgmt Fee (3.8%) \$ 190K (Arco/Murray's profit on the project)
- Materials & Direct Labor (87.45%) \$4,373K

100% of the materials and direct labor (87.45% of the construction costs) will be publicly bid with all bids opened at Elmhurst City Hall witnessed by Elmhurst City staff. The construction management fee of 3.8% was renegotiated down from 4.5% by Elmhurst City staff with Arco/Murray. For comparison purposes, 4.1% was the construction management fee for the new fire station. All costs incurred related to General Conditions will not be subject to any mark-ups by Arco/Murray. The City of Elmhurst will only pay for what these services cost and nothing more. Arco/Murray is not making a profit by handling these activities. Examples of these costs are:

- Site supervision
- Fencing
- Erosion controls
- All other direct costs

Regarding the \$4,373K in materials and direct Labor, should the project be delayed, for whatever reason, to start in 2010, there would be the potential for significant increases in costs to be incurred as follows:

accountants, architects, attorneys and engineers. As construction management, Arco/Murray would act as a professional service.

Alderman Shea asked, is the City following state statute.

Discussion ensued regarding professional services and construction management under state statute.

Alderman Shea moved to send item **6a. Report – Larch Avenue Parking Deck Architectural Design and Construction Management Services (Majority Report)** back to committee for further review.

Alderman Kennedy moved to accept item **6a. Report – Larch Avenue Parking Deck Architectural Design and Construction Management Services (Minority Report)**.

Alderman Gutenkauf, point of order, there was no second to Alderman Shea's motion. Alderman Gutenkauf seconded Alderman Shea's motion to send item **6a. Report – Larch Avenue Parking Deck Architectural Design and Construction Management Services (Majority Report)** back to committee.

Discussion ensued.

Alderman Pezza, point of order, what are we voting for.

Mayor DiCianni replied the vote before Council is to send item **6a. Report – Larch Avenue Parking Deck Architectural Design and Construction Management Services (Majority Report)** back to committee. Roll call vote:

Ayes: Shea, Gutenkauf, Pezza, Bram

Nays: Leader, Hipskind, York, Nybo, Healy, Morley, Kennedy, Mulliner, Wagner

Results: 4 ayes, 9 nays, 1 absent
Motion failed

Alderman Kennedy moved to accept item **6a. Report – Larch Avenue Parking Deck Architectural Design and Construction Management Services (Minority Report)**. Alderman Mulliner seconded.

Alderman Morley, point of order, asked City Attorney Storino to clarify the motion.

City Attorney Storino stated the motion before Council can be to substitute the majority report with the minority report.

Alderman Kennedy stated parking is needed in the downtown area. He reviewed QVS process. He stated the process used for looking at Arco/Murray followed those steps. He reviewed the costs of the project.

Discussion ensued.

Alderman Mulliner moved to call the question.

Mayor DiCianni asked City Attorney Storino if this requires a second and voice vote.

City Attorney Storino replied only when the chair is being challenged.

Alderman Pezza stated she challenges the call stating more discussion is required.

Alderman Bram, point of order, what are we challenging.

City Attorney Storino explained vote aye to continue discussion and vote nay end discussion.

Voice vote, motion carried. Discussion ensued.

Alderman Pezza stated this is our duty as Council to make sure all contracts must be in writing.

Respectfully submitted,
Finance, Council Affairs and
Administrative Services Committee

/s/ Stephen Hipskind
Chairman

/s/ Kevin York
Vice-Chairman

/s/ Mark Mulliner
/s/ Diane Gutenkauf

Alderman Hipskind moved to approve item **6b. Report – Joint Park District/City Committee.**
Alderman York seconded.

Alderman Hipskind reviewed item **6b. Report – Joint Park District/City Committee.**

Alderman Healy stated as a former member of the Park Board he thinks this relationship will be a good thing and potentially save money.

Roll call vote on item **6b. Report – Joint Park District/City Committee:**

Ayes: Hipskind, York, Gutenkauf, Pezza, Shea, Leader, Bram, Nybo, Healy, Morley, Kennedy, Mulliner, Wagner.

Nays: None

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

REPORTS AND RECOMENDATIONS OF APPOINTED AND ELECTED OFFICIALS

7. a. UPDATES (Mayor Marcucci)

Mayor DiCianni reported he and City Manager Borchert met with County Board Chairman Schillerstrom and Acting Commissioner, Department of Aviation for the City of Chicago Rosemarie Andolino, to discuss the ring road impact and any O'Hare Airport expansion benefits to Elmhurst. He stated there was discussion on the North Avenue/294 impact on Elmhurst which has been a big concern for the 3rd Ward. The Mayor reported these items are being looked at and Elmhurst has a voice at the table. The Mayor stated he and the Mayor of Northlake, have agreed for an engineering study to further look at the problem.

Mayor DiCianni announced a Capital Bill was passed in Springfield. Mayor DiCianni stated \$1million has been secured for Capital projects:

\$300,000 Spring Road
\$300,000 Wilder Park
\$250,000 Plunkett Park
\$100,000 One Room Schoolhouse

The Mayor stated the City will receive just under \$1million in Motor Fuel Tax (MFT) money. He stated the City may receive a grant from Metra for \$2-\$2.5 million. Mayor DiCianni thanked our state representatives and senators for looking out for Elmhurst. He also thanked City Manager Borchert for keeping in close contact with them.

Alderman Bram spoke of the airplane noise in Elmhurst and asked the Mayor and/or City Manager to keep elected officials and residents apprised of any meetings they have as it pertains to O'Hare Airport expansion.

Alderman Gutenkauf asked the City Manager does he have is the list of merchants that the City Centre was to provide to Council.

The City Manager replied he will get a copy to her.

VSW

CITY OF ELMHURST

ACCOUNTS PAYABLE SUMMARY SHEET

JULY 31, 2009

| | <u>REGULAR</u> | <u>INTERIM</u> | <u>TOTAL</u> |
|------------------------------|---------------------|------------------|---------------------|
| <u>CHECKS</u> | | | |
| GENERAL FUND | \$899,500.10 | \$6,540.57 | \$906,040.67 |
| LIBRARY FUND | 20,099.85 | - | 20,099.85 |
| REDEVELOPMENT | 45,766.43 | 3,650.00 | 49,416.43 |
| INDUSTRIAL DEVELOPMENT | 152.32 | 241.67 | 393.99 |
| RT 83 COMMERCIAL DEVELOPMENT | - | 33.33 | 33.33 |
| PUBLIC FACILITIES CONSTR | 556,123.86 | 12,298.50 | 568,422.36 |
| MUNICIPAL UTILITY FUND | 198,980.33 | 171.67 | 199,152.00 |
| PARKING REVENUE SYSTEM FUND | 4,828.08 | - | 4,828.08 |
| | <u>1,725,450.97</u> | <u>22,935.74</u> | <u>1,748,386.71</u> |

FINANCE REVIEW

Mary K. Adams

CITY MANAGER REVIEW

TO THE CITY TREASURER,

THE PAYMENT OF THE ABOVE LISTED AMOUNTS HAS BEEN APPROVED BY THE CITY COUNCIL AT A MEETING HELD ON AUGUST 3, 2009 AND YOU ARE HEREBY AUTHORIZED TO PAY THEM FROM THE APPROPRIATE BUDGET ACCOUNT.

MAYOR

CITY CLERK

PREPARED 07/27/2009, 10:50:31
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 07/31/2009 CHECK DATE: 08/06/2009

BANK: 01

| VEND NO INVOICE NO | VENDOR NAME VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT OR HAND-ISSUED AMOUNT |
|--------------------------|------------------------------|------------|-----|-------------------|--------------------|---------------------------|-----------------|---------------------------------|
| 0000008 3418 | AC DYNA-TITE CORP 005207 | | 01 | 07/31/2009 | 110-6041-432.40-52 | HEX NUTS/FLATWASHER/CAP | 217.40 | |
| VENDOR TOTAL * | | | | | | | 217.40 | |
| 0000009 | ACE HARDWARE | | | | | | | |
| 263760 | 005084 | | 01 | 07/31/2009 | 110-5030-421.40-98 | KEY RINGS | 6.70 | |
| 263831 | 005193 | | 01 | 07/31/2009 | 110-5030-421.40-98 | KEY RINGS | 3.19 | |
| 263379 | 004789 | | 01 | 07/31/2009 | 110-6041-432.40-52 | SIGN PARTS/BITS | 34.37 | |
| 263627 | 004846 | | 01 | 07/31/2009 | 110-6046-418.40-98 | SAND PAPER | 2.06 | |
| 263604 | 004848 | | 01 | 07/31/2009 | 110-6046-418.50-01 | METRA EXHAUST FAN REPAIR | .38 | |
| 263459 | 004849 | | 01 | 07/31/2009 | 110-6046-418.50-01 | CBD BENCH INSTALL | 4.56 | |
| 263408 | 004874 | | 01 | 07/31/2009 | 110-7060-451.60-65 | PROGRAM SUPPLIES | 8.98 | |
| 263647 | 004842 | | 01 | 07/31/2009 | 382-0000-463.80-35 | HARDWARE SUPPLIES STA #2 | 56.31 | |
| 263540 | 005192 | | 01 | 07/31/2009 | 510-6052-501.40-98 | CABLE TIES/TAPE | 10.32 | |
| 263628 | 004847 | | 01 | 07/31/2009 | 530-0088-503.50-14 | REPAIR HEIGHT SIGN @ DECK | 8.50 | |
| 263471 | 004850 | | 01 | 07/31/2009 | 530-0088-503.50-14 | EXHAUST FAN REPAIR | 6.61 | |
| 263447 | 004851 | | 01 | 07/31/2009 | 530-0088-503.50-14 | EXHAUST FAN REPAIR | 20.48 | |
| VENDOR TOTAL * | | | | | | | 162.46 | |
| 0018056 | ADAMS, MARK C | | | | | | | |
| 132 N PINE | 005082 | | 01 | 07/31/2009 | 510-6056-502.30-90 | NEW SANITARY MAIN | 1,325.00 | |
| 132 N PINE | 005083 | | 01 | 07/31/2009 | 510-6056-502.30-89 | OVERHEAD SEWER | 2,125.00 | |
| VENDOR TOTAL * | | | | | | | 3,450.00 | |
| 0007385 | ADI | | | | | | | |
| T9ML4802 | 004826 | | 01 | 07/31/2009 | 110-2008-413.40-31 | DOOR ACCESS PARTS | 97.92 | |
| T9ML4801 | 004827 | | 01 | 07/31/2009 | 110-2008-413.40-31 | DOOR ACCESS PARTS | 112.92 | |
| VENDOR TOTAL * | | | | | | | 210.84 | |
| 0008328 | ADT SECURITY SERVICES, INC | | | | | | | |
| 96438910 | 004771 | | 01 | 07/31/2009 | 110-7060-451.30-98 | SECURITY SVCS | 148.87 | |
| VENDOR TOTAL * | | | | | | | 148.87 | |
| 0014376 | AEREX PEST CONTROL | | | | | | | |
| 792359 | 004852 | | 01 | 07/31/2009 | 110-6046-418.50-01 | PEST CONTROL | 21.00 | |
| VENDOR TOTAL * | | | | | | | 21.00 | |
| 0003441 | ALEXANDER CHEMICAL CORP | | | | | | | |
| 0418086 | 005127 | | 01 | 07/31/2009 | 510-6057-502.40-10 | S02 EFFL DECHLOR | 1,747.00 | |
| 0418087 | 005128 | | 01 | 07/31/2009 | 510-6057-502.40-10 | CYL REBATE DEPOSIT FEE | 750.00 | |
| VENDOR TOTAL * | | | | | | | 997.00 | |
| 0016508 | ALL AMERICAN LANDSCAPING LTD | | | | | | | |
| 980 | 004724 | | 01 | 07/31/2009 | 110-6043-434.30-34 | GRASS CUTTING | 140.00 | |
| 982 | 004725 | | 01 | 07/31/2009 | 110-6043-434.30-34 | GRASS CUTTING | 100.00 | |
| 983 | 004726 | | 01 | 07/31/2009 | 110-6043-434.30-34 | GRASS CUTTING | 130.00 | |
| VENDOR TOTAL * | | | | | | | 370.00 | |
| 0016250 | ALLIED GARAGE DOOR INC | | | | | | | |

PREPARED 07/27/2009, 10:50:31
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 07/31/2009 CHECK DATE: 08/06/2009

BANK: 01

| VEND NO INVOICE NO | VENDOR NAME VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT OR HAND-ISSUED AMOUNT |
|---|--|------------|-----|-------------------|--------------------|---------------------------|-----------------|---------------------------------|
| 0016250 0000012426 | ALLIED GARAGE DOOR INC 004857 | | 01 | 07/31/2009 | 110-4020-422.50-01 | DOOR REPAIR | 198.00 | |
| | | | | | | VENDOR TOTAL * | 198.00 | |
| 0005297 07/20/09 | AMERICAN CHARGE SERVICE 005180 | | 01 | 07/31/2009 | 110-0083-443.60-49 | SENIOR CITIZEN TAXI SVC | 251.00 | |
| | | | | | | VENDOR TOTAL * | 251.00 | |
| 0000035 0587789 0587299 | ANDERSON LOCK 004861 004862 | | 01 | 07/31/2009 | 110-5030-421.50-01 | DOOR REPAIR | 303.45 | |
| | | | 01 | 07/31/2009 | 510-6057-502.50-01 | DOOR REPAIR | 399.32 | |
| | | | | | | VENDOR TOTAL * | 702.77 | |
| 0000730 711148 | ANI SAFETY INC 004805 | | 01 | 07/31/2009 | 110-5030-421.40-98 | SUPPLIES | 134.51 | |
| | | | | | | VENDOR TOTAL * | 134.51 | |
| 0010625 AUG 2009 | ARCADE BUILDING 004698 | | 01 | 07/31/2009 | 530-0088-503.30-59 | SCHILLER CT PARKING LEASE | 750.00 | |
| | | | | | | VENDOR TOTAL * | 750.00 | |
| 0000039 06-424630 06-427066 06-424630 06-427066 | ARROW UNIFORM 004794 005137 004795 005138 | | 01 | 07/31/2009 | 110-6041-432.40-62 | UNIFORM SUPPLIES | 103.82 | |
| | | | 01 | 07/31/2009 | 110-6041-432.40-62 | UNIFORM SUPPLIES | 103.82 | |
| | | | 01 | 07/31/2009 | 510-6052-501.40-62 | UNIFORM SUPPLIES | 103.82 | |
| | | | 01 | 07/31/2009 | 510-6052-501.40-62 | UNIFORM SUPPLIES | 103.82 | |
| | | | | | | VENDOR TOTAL * | 415.28 | |
| 0007161 441505 441622 442065 | ASSOCIATED TIRE & BATTERY CO, INC 004796 004797 005120 | | 01 | 07/31/2009 | 110-6047-512.50-16 | PARTS/SUPPLIES | 30.90 | |
| | | | 01 | 07/31/2009 | 110-6047-512.50-16 | PARTS/SUPPLIES | 142.12 | |
| | | | 01 | 07/31/2009 | 110-6047-512.50-16 | PARTS/SUPPLIES | 145.41 | |
| | | | | | | VENDOR TOTAL * | 318.43 | |
| 0012277 63053030075410 63053030075410 63078266949097 63053030075410 63053030075410 63053030075410 63053030075410 63029919307818 63029919617851 63053030075410 63053030075410 63053030075410 63083200803668 70822603019681 63022613552388 | AT&T 004684 004685 004668 004671 004672 004673 004674 005148 005149 004675 004676 005039 005150 005171 | | 01 | 07/31/2009 | 110-0086-453.30-75 | MONTHLY PHONE | 63.33 | |
| | | | 01 | 07/31/2009 | 110-0094-454.30-75 | MONTHLY PHONE | 23.75 | |
| | | | 01 | 07/31/2009 | 110-1001-411.30-75 | MONTHLY PHONE | 27.64 | |
| | | | 01 | 07/31/2009 | 110-1001-411.30-75 | MONTHLY PHONE | 1,108.27 | |
| | | | 01 | 07/31/2009 | 110-2006-413.30-75 | MONTHLY PHONE | 364.14 | |
| | | | 01 | 07/31/2009 | 110-2007-413.30-75 | MONTHLY PHONE | 174.16 | |
| | | | 01 | 07/31/2009 | 110-2008-413.30-75 | MONTHLY PHONE | 1,044.94 | |
| | | | 01 | 07/31/2009 | 110-2008-413.30-98 | MONTHLY PHONE | 225.77 | |
| | | | 01 | 07/31/2009 | 110-2008-413.30-98 | MONTHLY PHONE | 225.77 | |
| | | | 01 | 07/31/2009 | 110-3015-414.30-75 | MONTHLY PHONE | 245.40 | |
| | | | 01 | 07/31/2009 | 110-4020-422.30-75 | MONTHLY PHONE | 348.31 | |
| | | | 01 | 07/31/2009 | 110-4020-422.30-75 | MONTHLY PHONE | 94.75 | |
| | | | 01 | 07/31/2009 | 110-4020-422.30-75 | MONTHLY PHONE | 86.82 | |
| | | | 01 | 07/31/2009 | 110-4020-422.30-75 | MONTHLY PHONE | 230.61 | |

BANK: 01

| VEND NO INVOICE NO | VENDOR NAME VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT OR HAND-ISSUED AMOUNT |
|--------------------------|-------------------------------|------------|-----|-------------------|--------------------|---------------------------|-----------------|---------------------------------|
| 0012277 | AT&T | | | | | | | |
| 70822603009682 | 005174 | | 01 | 07/31/2009 | 110-4020-422.30-75 | MONTHLY PHONE | 86.82 | |
| 70822603029680 | 005175 | | 01 | 07/31/2009 | 110-4020-422.30-75 | MONTHLY PHONE | 86.82 | |
| 70822603773592 | 005176 | | 01 | 07/31/2009 | 110-4020-422.30-75 | MONTHLY PHONE | 107.32 | |
| 63053030075410 | 004683 | | 01 | 07/31/2009 | 110-4022-423.30-75 | MONTHLY PHONE | 205.82 | |
| 63053030075410 | 004677 | | 01 | 07/31/2009 | 110-4025-424.30-75 | MONTHLY PHONE | 158.32 | |
| 63053050866185 | 004667 | | 01 | 07/31/2009 | 110-5030-421.30-75 | MONTHLY PHONE | 29.51 | |
| 63053033512328 | 004669 | | 01 | 07/31/2009 | 110-5030-421.30-75 | MONTHLY PHONE | 116.60 | |
| 63053088927504 | 004670 | | 01 | 07/31/2009 | 110-5030-421.30-75 | MONTHLY PHONE | 50.99 | |
| 63053030075410 | 004678 | | 01 | 07/31/2009 | 110-5030-421.30-75 | MONTHLY PHONE | 2,454.02 | |
| 63022655290673 | 005170 | | 01 | 07/31/2009 | 110-5030-421.30-75 | MONTHLY PHONE | 241.78 | |
| 63022603952325 | 005173 | | 01 | 07/31/2009 | 110-5030-421.30-75 | MONTHLY PHONE | 35.90 | |
| 70822603942320 | 005178 | | 01 | 07/31/2009 | 110-5030-421.30-75 | MONTHLY PHONE | 107.32 | |
| 63053030075410 | 004679 | | 01 | 07/31/2009 | 110-6040-431.30-75 | MONTHLY PHONE | 1,052.85 | |
| 63029979019998 | 005151 | | 01 | 07/31/2009 | 110-6040-431.30-75 | MONTHLY PHONE | 240.96 | |
| 63029950643667 | 005152 | | 01 | 07/31/2009 | 110-6040-431.30-75 | MONTHLY PHONE | 109.23 | |
| 63029950633668 | 005153 | | 01 | 07/31/2009 | 110-6040-431.30-75 | MONTHLY PHONE | 85.49 | |
| 70822611450803 | 005157 | | 01 | 07/31/2009 | 110-6040-431.30-75 | MONTHLY PHONE | 860.45 | |
| 70822613280851 | 005179 | | 01 | 07/31/2009 | 110-6040-431.30-75 | MONTHLY PHONE | 86.82 | |
| 630R06059792008 | 005154 | | 01 | 07/31/2009 | 110-6046-418.50-01 | MONTHLY PHONE | 82.25 | |
| 63053030075410 | 004682 | | 01 | 07/31/2009 | 110-7060-451.30-75 | MONTHLY PHONE | 237.49 | |
| 63053030075410 | 004680 | | 01 | 07/31/2009 | 510-6050-501.30-75 | MONTHLY PHONE | 150.41 | |
| 70822611450803 | 005156 | | 01 | 07/31/2009 | 510-6052-501.30-75 | MONTHLY PHONE | 430.23 | |
| 70822611739932 | 005172 | | 01 | 07/31/2009 | 510-6052-501.30-75 | MONTHLY PHONE | 193.70 | |
| 63053030075410 | 004681 | | 01 | 07/31/2009 | 510-6055-502.30-75 | MONTHLY PHONE | 284.98 | |
| 70822611450803 | 005155 | | 01 | 07/31/2009 | 510-6055-502.30-75 | MONTHLY PHONE | 430.23 | |
| 70822603793590 | 005177 | | 01 | 07/31/2009 | 510-6055-502.30-75 | MONTHLY PHONE | 107.32 | |
| VENDOR TOTAL * | | | | | | | 12,297.29 | |
| 0009911 | AUTOMATIC BUILDING CONTROLS | | | | | | | |
| 63307 | 004860 | | 01 | 07/31/2009 | 110-6046-418.50-01 | HVAC MAINTENANCE CONTRACT | 900.00 | |
| VENDOR TOTAL * | | | | | | | 900.00 | |
| 0017359 | BANK OF AMERICA | | | | | | | |
| 389414479 | 005047 | | 01 | 07/31/2009 | 110-2006-413.30-05 | QUARTERLY FEES | 140.58 | |
| 389414479 | 005048 | | 01 | 07/31/2009 | 210-8070-452.30-05 | QUARTERLY FEES | 31.94 | |
| 389414479 | 005049 | | 01 | 07/31/2009 | 510-6050-501.30-05 | QUARTERLY FEES | 20.24 | |
| 389414479 | 005050 | | 01 | 07/31/2009 | 510-6055-502.30-05 | QUARTERLY FEES | 20.24 | |
| VENDOR TOTAL * | | | | | | | 213.00 | |
| 0008569 | BATTERIES PLUS | | | | | | | |
| 288-152409 | 004853 | | 01 | 07/31/2009 | 530-0088-503.50-14 | EXIT LIGHT BATTERIES | 107.94 | |
| VENDOR TOTAL * | | | | | | | 107.94 | |
| 0013718 | BENES, JAMES J, & ASSOCS, INC | | | | | | | |
| 1091.100 | 004715 | | 01 | 07/31/2009 | 110-6040-431.30-26 | PROF ENG SVCS | 638.47 | |
| 1091.132 | 004716 | | 01 | 07/31/2009 | 110-6040-431.30-26 | PROF ENG SVCS | 478.34 | |
| 1091.136 | 004717 | | 01 | 07/31/2009 | 110-6040-431.30-26 | PROF ENG SVCS | 79.72 | |
| 1091.139 | 004718 | | 01 | 07/31/2009 | 110-6040-431.30-26 | PROF ENG SVCS | 398.62 | |

PREPARED 07/27/2009, 10:50:31
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 07/31/2009 CHECK DATE: 08/06/2009

BANK: 01

| VEND NO INVOICE NO | VENDOR NAME VOUCHER NO | P.O. NO | BNK CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT OR HAND-ISSUED AMOUNT |
|--------------------------|-------------------------------|------------|-----------------------|--------------------|---------------------------|-----------------|---------------------------------|
| 0013718 | BENES, JAMES J, & ASSOCS, INC | | | | | | |
| 1091.145 | 004719 | 01 | 07/31/2009 | 110-6040-431.30-26 | PROF ENG SVCS | 318.90 | |
| 1091.156 | 004720 | 01 | 07/31/2009 | 110-6040-431.30-26 | PROF ENG SVCS | 3,584.80 | |
| 1091.166 | 004721 | 01 | 07/31/2009 | 110-6040-431.30-26 | PROF ENG SVCS | 659.41 | |
| 1091.167 | 004722 | 01 | 07/31/2009 | 110-6040-431.30-26 | PROF ENG SVCS | 1,023.23 | |
| 1091.168 | 004723 | 01 | 07/31/2009 | 110-6040-431.30-26 | PROF ENG SVCS | 170.26 | |
| VENDOR TOTAL * | | | | | | 7,351.75 | |
| 0013075 | BERKELEY TRUCKING INC | | | | | | |
| 34930 | 005024 | 01 | 07/31/2009 | 110-6041-432.40-48 | LIMESTONE | 414.65 | |
| 34929 | 005096 | 01 | 07/31/2009 | 510-6052-501.30-81 | SPOILS HAULED OUT | 7,770.00 | |
| 34919 | 005205 | 01 | 07/31/2009 | 510-6052-501.40-57 | STONE | 2,741.49 | |
| 34936 | 005206 | 01 | 07/31/2009 | 510-6052-501.40-57 | STONE | 3,223.30 | |
| VENDOR TOTAL * | | | | | | 14,149.44 | |
| 0000063 | BERLAND'S HOUSE OF TOOLS | | | | | | |
| 346021 | 004753 | 01 | 07/31/2009 | 110-6040-431.40-98 | TOOLS | 40.04 | |
| 346021 | 004752 | 01 | 07/31/2009 | 510-6050-501.40-98 | TOOLS | 40.04 | |
| VENDOR TOTAL * | | | | | | 80.08 | |
| 0004998 | BOVA GEORGE P & KIM M | | | | | | |
| 000031731 | UT | 01 | 07/31/2009 | 510-0000-113.02-00 | UB CR REFUND | 88.76 | |
| VENDOR TOTAL * | | | | | | 88.76 | |
| 0018060 | BRAMMEIER SVCS | | | | | | |
| 09-00165 | 005107 | 01 | 07/31/2009 | 110-4020-422.60-98 | TREADMILLS MAINTENANCE | 99.00 | |
| VENDOR TOTAL * | | | | | | 99.00 | |
| 0004849 | BULLWINKEL, BENTON | | | | | | |
| 07/01-07/17/09 | 005032 | 01 | 07/31/2009 | 110-0086-453.30-52 | CATV PROF SVCS | 150.00 | |
| VENDOR TOTAL * | | | | | | 150.00 | |
| 0000084 | BURGIN, DENNIS | | | | | | |
| 07/01-07/17/09 | 005037 | 01 | 07/31/2009 | 110-0086-453.30-52 | CATV PROF SVCS | 26.00 | |
| 07/13/09 | 005038 | 01 | 07/31/2009 | 110-0086-453.30-52 | PROFESSIONAL SVCS | 52.00 | |
| VENDOR TOTAL * | | | | | | 78.00 | |
| 0016658 | BUSSERT, MARK | | | | | | |
| 121 N WILLOW | 004801 | 01 | 07/31/2009 | 510-6056-502.30-90 | SEWER LINE REIMBURSEMENT | 1,625.00 | |
| 121 WILLOW | 004898 | 01 | 07/31/2009 | 510-6056-502.30-89 | OVERHEAD SEWER REIMBRSMNT | 2,615.00 | |
| VENDOR TOTAL * | | | | | | 4,240.00 | |
| 0004821 | C-A CEMENT CONST INC | | | | | | |
| 09-02 | 005186 | 01 | 07/31/2009 | 110-6041-432.80-15 | STREET RESURFACING | 84,179.93 | |
| 09-02 | 005187 | 01 | 07/31/2009 | 510-6052-501.30-11 | CONCRETE PATCHING | 30,294.00 | |
| VENDOR TOTAL * | | | | | | 114,473.93 | |
| 0017848 | CAMPANELLA TRKG & MATL INC | | | | | | |
| 024414 | 005209 | 01 | 07/31/2009 | 510-6052-501.40-57 | STONE | 553.80 | |

PREPARED 07/27/2009, 10:50:31
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 07/31/2009 CHECK DATE: 08/06/2009

BANK: 01

| VEND NO INVOICE NO | VENDOR NAME VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT OR HAND-ISSUED AMOUNT |
|--------------------------|--------------------------------|------------|-----|-------------------|--------------------|---------------------------|-----------------|---------------------------------|
| 0017848 | CAMPANELLA TRKG & MATL INC | | | | | | | |
| | | | | | | VENDOR TOTAL * | 553.80 | |
| 0015516 | CARDINAL FENCE & SUPPLY INC | | | | | | | |
| 90190 | 004790 | | 01 | 07/31/2009 | 110-6041-432.40-20 | FENCE REPAIR | 86.34 | |
| 90169 | 003533 | | 01 | 07/09/2009 | 110-6041-432.40-20 | FENCE REPAIR | | CHECK #: 126615 11.74- |
| 90169 | 003533 | | 01 | 07/20/2009 | 110-6041-432.40-20 | FENCE REPAIR | | CHECK #: 127343 11.74 |
| 90173 | 003534 | | 01 | 07/09/2009 | 110-6041-432.40-20 | FENCE REPAIR | | CHECK #: 126615 273.60- |
| 90175 | 003535 | | 01 | 07/09/2009 | 110-6041-432.40-20 | FENCE REPAIR | | CHECK #: 126615 36.85- |
| 90175 | 003535 | | 01 | 07/20/2009 | 110-6041-432.40-20 | FENCE REPAIR | | CHECK #: 127343 36.85 |
| | | | | | | VENDOR TOTAL * | 86.34 | 273.60- |
| 0003130 | CARDINAL TRACKING, INC | | | | | | | |
| 91341 | 004828 | | 01 | 07/31/2009 | 110-2008-413.50-22 | HANDHELD PARKING PDA REPR | 205.00 | |
| | | | | | | VENDOR TOTAL * | 205.00 | |
| 0006007 | CATALOG MARKETPLACE INC | | | | | | | |
| T366572 | 004743 | | 01 | 07/31/2009 | 110-5030-421.40-11 | UNIFORM SUPPLIES | 17.00 | |
| 8366950 | 004744 | | 01 | 07/31/2009 | 110-5030-421.40-11 | UNIFORM SUPPLIES | 124.50 | |
| | | | | | | VENDOR TOTAL * | 141.50 | |
| 0013254 | CCP INDUSTRIES INC | | | | | | | |
| IN00336458 | 004807 | | 01 | 07/31/2009 | 110-5030-421.40-98 | SUPPLIES | 280.85 | |
| IN00340278 | 005010 | | 01 | 07/31/2009 | 110-5030-421.40-98 | OTHER SUPPLIES | 290.83 | |
| IN00338636 | 005011 | | 01 | 07/31/2009 | 110-5030-421.40-98 | OTHER SUPPLIES | 296.18 | |
| | | | | | | VENDOR TOTAL * | 867.86 | |
| 0007069 | CDW GOVERNMENT INC | | | | | | | |
| PNC2198 | 004829 | | 01 | 07/31/2009 | 110-2008-413.40-72 | MUSEUM TAPE DRIVE | 1,364.99 | |
| PQG2544 | 005131 | | 01 | 07/31/2009 | 510-6057-502.50-10 | DIGI PORT SERVER REPL | 1,148.65 | |
| | | | | | | VENDOR TOTAL * | 2,513.64 | |
| 0018051 | CHAMPION CONTAINER CORP | | | | | | | |
| INV018275 | 004889 | | 01 | 07/31/2009 | 110-5030-421.40-98 | EVIDENCE SUPPLIES | 521.38 | |
| | | | | | | VENDOR TOTAL * | 521.38 | |
| 0000929 | CHICAGO TRIBUNE - LOUISVILLE | | | | | | | |
| 30531813 | 004839 | | 01 | 07/31/2009 | 110-4020-422.60-98 | SUBSCRIPTION RENEWAL | 299.00 | |
| 40531814 | 004840 | | 01 | 07/31/2009 | 110-4020-422.60-98 | SUBSCRIPTION RENEWAL | 299.00 | |
| | | | | | | VENDOR TOTAL * | 598.00 | |
| 0017346 | CIVIC PLUS | | | | | | | |
| 68894 | 005221 | | 01 | 07/31/2009 | 110-2008-413.50-23 | WEBSITE MAINT | 6,500.00 | |
| | | | | | | VENDOR TOTAL * | 6,500.00 | |
| 0000630 | CLASSIC GRAPHIC INDUSTRIES INC | | | | | | | |
| 62457 | 004902 | | 01 | 07/31/2009 | 510-6050-501.40-98 | UB FORMS/ENVS FREIGHT | 22.50 | |
| 62457 | 004901 | | 01 | 07/31/2009 | 510-6055-502.40-98 | UB FORMS/ENVS FREIGHT | 22.50 | |
| | | | | | | VENDOR TOTAL * | 45.00 | |
| 0017042 | CLOSED CIRCUIT INNOVATIONS | | | | | | | |

BANK: 01

| VEND NO | VENDOR NAME | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT OR HAND-ISSUED AMOUNT | |
|-----------------------|----------------------------------|---------|------------|--------------------|------------------------|------------------|----------------|---------------------------|--------|
| 0017042 | CLOSED CIRCUIT INNOVATIONS | | | | | | | | |
| 4182 | 004867 | 01 | 07/31/2009 | 110-5030-421.30-98 | MAINTENANCE FEE | | 395.00 | | |
| | | | | | | | VENDOR TOTAL * | 395.00 | |
| 0000112 | COCA-COLA BOTTLING CO | | | | | | | | |
| 0388167410 | 004699 | 01 | 07/31/2009 | 110-1001-411.60-98 | VENDING MACHINE REFILL | | 109.45 | | |
| | | | | | | | VENDOR TOTAL * | 109.45 | |
| 0000114 | COM ED | | | | | | | | |
| 7067401028 | 004660 | 01 | 07/31/2009 | 110-4022-423.30-24 | MONTHLY ELECTRIC | | 624.25 | | |
| 8327608004 | 004666 | 01 | 07/31/2009 | 110-4022-423.30-24 | MONTHLY ELECTRIC | | 28.92 | | |
| 8157271002 | 004657 | 01 | 07/31/2009 | 110-6044-435.30-24 | MONTHLY ELECTRIC | | 246.42 | | |
| 8075341005 | 004659 | 01 | 07/31/2009 | 110-6044-435.30-24 | MONTHLY ELECTRIC | | 20.32 | | |
| 8634040009 | 004661 | 01 | 07/31/2009 | 110-6044-435.30-24 | MONTHLY ELECTRIC | | 14.87 | | |
| 8256051035 | 004662 | 01 | 07/31/2009 | 110-6044-435.30-24 | MONTHLY ELECTRIC | | 24.64 | | |
| 8577587009 | 004663 | 01 | 07/31/2009 | 110-6044-435.30-24 | MONTHLY ELECTRIC | | 14.14 | | |
| 8577601004 | 004664 | 01 | 07/31/2009 | 110-6044-435.30-24 | MONTHLY ELECTRIC | | 14.14 | | |
| 8661049027 | 004665 | 01 | 07/31/2009 | 110-6044-435.30-24 | MONTHLY ELECTRIC | | 20.32 | | |
| 3000022009 | 005099 | 01 | 07/31/2009 | 110-6044-435.30-24 | MONTHLY SERVICE | | 4.50 | | |
| 8661158012 | 004658 | 01 | 07/31/2009 | 110-6046-418.30-24 | MONTHLY ELECTRIC | | 72.62 | | |
| | | | | | | | VENDOR TOTAL * | 1,085.14 | |
| 0014623 | COMCAST CABLE | | | | | | | | |
| 879820089040137004788 | | 01 | 07/31/2009 | 110-2008-413.30-98 | INTERNET SVC | | 52.95 | | |
| 879820089040137004787 | | 01 | 07/31/2009 | 110-4020-422.60-98 | CABLE SVC | | 90.82 | | |
| 879820089016863005105 | | 01 | 07/31/2009 | 110-4020-422.60-98 | JULY/AUG SERVICE | | 95.03 | | |
| 879820089048809005185 | | 01 | 07/31/2009 | 110-4020-422.60-98 | INTERNET SVCS | | 59.95 | | |
| | | | | | | | VENDOR TOTAL * | 298.75 | |
| 0018058 | CONST & GEOTECH MATL TESTING INC | | | | | | | | |
| 828 | 005102 | 01 | 07/31/2009 | 110-6041-432.80-15 | STREET RESURFACING | | 4,828.20 | | |
| | | | | | | | VENDOR TOTAL * | 4,828.20 | |
| 0017618 | COSTCO - LAKE IN THE HILLS | | | | | | | | |
| 7/20/09 | 004939 | 01 | 07/21/2009 | 110-1001-411.40-98 | SUPPLIES | CHECK #: | 127344 | 23.84 | |
| 7/20/09 | 004944 | 01 | 07/21/2009 | 110-5030-421.40-98 | SUPPLIES | CHECK #: | 127344 | 23.84 | |
| 7/20/09 | 004941 | 01 | 07/21/2009 | 110-6040-431.40-98 | SUPPLIES | CHECK #: | 127344 | 23.84 | |
| 7/20/09 | 004942 | 01 | 07/21/2009 | 510-6050-501.40-98 | SUPPLIES | CHECK #: | 127344 | 23.84 | |
| 7/20/09 | 004943 | 01 | 07/21/2009 | 510-6055-502.40-98 | SUPPLIES | CHECK #: | 127344 | 23.84 | |
| | | | | | | | VENDOR TOTAL * | .00 | 119.20 |
| 0009471 | COSTCO - OAKBROOK | | | | | | | | |
| 7/14/09 | 004640 | 01 | 07/14/2009 | 110-1001-411.40-98 | SUPPLIES | CHECK #: | 127337 | 61.99 | |
| 7/14/09 | 004645 | 01 | 07/14/2009 | 110-4020-422.40-24 | SUPPLIES | CHECK #: | 127337 | 101.43 | |
| 7/14/09 | 004644 | 01 | 07/14/2009 | 110-5030-421.40-98 | SUPPLIES | CHECK #: | 127337 | 94.52 | |
| 7/14/09 | 004641 | 01 | 07/14/2009 | 110-6040-431.40-98 | SUPPLIES | CHECK #: | 127337 | 61.99 | |
| 7/14/09 | 004642 | 01 | 07/14/2009 | 510-6050-501.40-98 | SUPPLIES | CHECK #: | 127337 | 61.99 | |
| 7/14/09 | 004643 | 01 | 07/14/2009 | 510-6055-502.40-98 | SUPPLIES | CHECK #: | 127337 | 62.00 | |
| | | | | | | | VENDOR TOTAL * | .00 | 443.92 |
| 0000735 | CRAFT MASTER ENGRAVING | | | | | | | | |

PREPARED 07/27/2009, 10:50:31
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 07/31/2009 CHECK DATE: 08/06/2009

BANK: 01

| VEND NO INVOICE NO | VENDOR NAME VOUCHER NO | P.O. NO | BNK CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT OR HAND-ISSUED AMOUNT |
|--------------------------|---|------------|--------------------------|--------------------|--------------------------|-----------------|---------------------------------|
| 0000735 3152 | CRAFT MASTER ENGRAVING 004785 | | 01 07/31/2009 | 110-4020-422.40-98 | ID TAGS | 103.20 | |
| | | | | | VENDOR TOTAL * | 103.20 | |
| 0017191 5019 | CURB CUTTERS, INC 004792 | | 01 07/31/2009 | 110-6041-432.30-11 | CONCRETE CUT/CURBS | 500.00 | |
| | | | | | VENDOR TOTAL * | 500.00 | |
| 0006182 5727824 | DELTA SONIC CAR WASH SYSTEMS 004893 | | 01 07/31/2009 | 110-6047-512.50-16 | CAR WASHES | 342.00 | |
| | | | | | VENDOR TOTAL * | 342.00 | |
| 0014277 500209284 | DEX 004896 | | 01 07/31/2009 | 110-7060-451.30-75 | ADVERTISING CHARGES | 71.00 | |
| | | | | | VENDOR TOTAL * | 71.00 | |
| 0017351 802 | DON-EZ SERVICES, INC 005113 | | 01 07/31/2009 | 110-6043-434.30-34 | CODE ENF GRASS CUTTING | 180.00 | |
| 803 | 005114 | | 01 07/31/2009 | 110-6043-434.30-34 | CODE ENF GRASS CUTTING | 160.00 | |
| 804 | 005115 | | 01 07/31/2009 | 110-6043-434.30-34 | CODE ENF GRASS CUTTING | 150.00 | |
| 805 | 005116 | | 01 07/31/2009 | 110-6043-434.30-34 | CODE ENF GRASS CUTTING | 150.00 | |
| 806 | 005117 | | 01 07/31/2009 | 110-6043-434.30-34 | CODE ENF GRASS CUTTING | 200.00 | |
| | | | | | VENDOR TOTAL * | 840.00 | |
| 0000152 1651814 | DREISILKER ELECTRIC MOTORS 004858 | | 01 07/31/2009 | 110-6046-418.50-01 | METRA EXHAUST FAN REPAIR | 30.58 | |
| 1651040 | 004859 | | 01 07/31/2009 | 530-0088-503.50-14 | EXHAUST FAN REPAIR | 46.01 | |
| | | | | | VENDOR TOTAL * | 76.59 | |
| 0000153 13920 | DU-COMM 004841 | | 01 07/31/2009 | 110-4020-422.30-18 | AUG-OCT 09 QTRLY SHARES | 54,000.00 | |
| 13921 | 004866 | | 01 07/31/2009 | 110-5030-421.30-18 | AUG-OCT 09 QTRLY SHARES | 152,635.00 | |
| | | | | | VENDOR TOTAL * | 206,635.00 | |
| 0000157 171464 | DUPAGE ANIMAL HOSPITAL 004865 | | 01 07/31/2009 | 110-5030-421.60-01 | ANIMAL IMPOUNDS | 250.00 | |
| 171184 | 005045 | | 01 07/31/2009 | 110-5030-421.60-70 | CANINE EXAM | 348.31 | |
| 167502 | 005046 | | 01 07/31/2009 | 110-5030-421.60-70 | CANINE EXAM | 40.65 | |
| | | | | | VENDOR TOTAL * | 638.96 | |
| 0000159 205-14599 | DUPAGE COUNTY ANIMAL CARE & CONTROL 005194 | | 01 07/31/2009 | 110-5030-421.60-01 | ANIMAL CONTROL | 275.00 | |
| | | | | | VENDOR TOTAL * | 275.00 | |
| 0007246 6425 | DUPAGE COUNTY TREASURER-IT 004748 | | 01 07/31/2009 | 110-5030-421.30-27 | MONTHLY FEE | 250.00 | |
| | | | | | VENDOR TOTAL * | 250.00 | |
| 0000164 | DUPAGE MATERIALS CO | | | | | | |

PREPARED 07/27/2009, 10:50:31
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 07/31/2009 CHECK DATE: 08/06/2009

BANK: 01

| VEND NO INVOICE NO | VENDOR NAME VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT OR HAND-ISSUED AMOUNT |
|--------------------------|-------------------------------------|------------|-----|-------------------|--------------------|------------------------|-----------------|---------------------------------|
| 0000164 | DUPAGE MATERIALS CO | | | | | | | |
| 60510MB | 004811 | | 01 | 07/31/2009 | 110-6041-432.40-02 | ASPHALT | 71.25 | |
| 60511MB | 004812 | | 01 | 07/31/2009 | 110-6041-432.40-02 | ASPHALT | 303.45 | |
| 60491MB | 004813 | | 01 | 07/31/2009 | 110-6041-432.40-02 | ASPHALT | 109.14 | |
| 60468MB | 004814 | | 01 | 07/31/2009 | 110-6041-432.40-02 | ASPHALT | 463.08 | |
| 60455MB | 004815 | | 01 | 07/31/2009 | 110-6041-432.40-02 | ASPHALT | 253.47 | |
| 60549MB | 005006 | | 01 | 07/31/2009 | 110-6041-432.40-02 | ASPHALT | 231.03 | |
| 60533MB | 005008 | | 01 | 07/31/2009 | 110-6041-432.40-02 | ASPHALT | 209.10 | |
| 60568MB | 005118 | | 01 | 07/31/2009 | 110-6041-432.40-02 | ASPHALT | 261.63 | |
| | | | | | | VENDOR TOTAL * | 1,902.15 | |
| 0010489 | DUPAGE SECURITY SOLUTIONS INC | | | | | | | |
| 21151 | 004854 | | 01 | 07/31/2009 | 110-6046-418.50-01 | KEYS | 9.96 | |
| | | | | | | VENDOR TOTAL * | 9.96 | |
| 0000167 | DUPAGE TOPSOIL INC | | | | | | | |
| 029622 | 005026 | | 01 | 07/31/2009 | 110-6043-434.40-59 | RESTORATION TOPSOIL | 530.00 | |
| | | | | | | VENDOR TOTAL * | 530.00 | |
| 0009586 | DUTCH VALLEY LANDSCAPING INC | | | | | | | |
| 14889 | 004800 | | 01 | 07/31/2009 | 110-6043-434.30-78 | TREE WASTE DISPOSAL | 900.00 | |
| 14897 | 005025 | | 01 | 07/31/2009 | 110-6043-434.30-78 | WOOD CHIP DISPOSAL | 450.00 | |
| | | | | | | VENDOR TOTAL * | 1,350.00 | |
| 0009707 | E J EQUIPMENT INC | | | | | | | |
| 0033512 | 005212 | | 01 | 07/31/2009 | 510-6056-502.40-98 | TV CAMERA CABLE REPAIR | 316.17 | |
| | | | | | | VENDOR TOTAL * | 316.17 | |
| 0017385 | EDEN BROTHERS | | | | | | | |
| 200600540 | 005213 | | 01 | 07/31/2009 | 510-6052-501.30-52 | LEAK LOCATION SVCS | 395.00 | |
| 200600541 | 005214 | | 01 | 07/31/2009 | 510-6052-501.30-52 | LEAK LOCATION SVCS | 395.00 | |
| | | | | | | VENDOR TOTAL * | 790.00 | |
| 0009479 | ELGIN SWEEPING SERVICES, INC | | | | | | | |
| 2330A | 004808 | | 01 | 07/31/2009 | 110-6041-432.30-98 | STREET SWEEPING | 1,284.00 | |
| | | | | | | VENDOR TOTAL * | 1,284.00 | |
| 0014621 | ELMHURST CLAIMS ACCOUNT - CLAIM SVC | | | | | | | |
| 7504366944 | 005142 | | 01 | 07/31/2009 | 110-4020-422.20-07 | SELF INSURED LOSS FUND | 3,339.67 | |
| 7504366944 | 005147 | | 01 | 07/31/2009 | 110-4020-422.20-07 | SELF INSURED LOSS FUND | 297.00 | |
| 7504366944 | 004655 | | 01 | 07/31/2009 | 110-5030-421.20-07 | SELF INSURED LOSS FUND | 1,892.43 | |
| 7504366944 | 005143 | | 01 | 07/31/2009 | 110-5030-421.20-07 | SELF INSURED LOSS FUND | 4,285.18 | |
| 7504366944 | 004656 | | 01 | 07/31/2009 | 110-6040-431.20-07 | SELF INSURED LOSS FUND | 1,954.67 | |
| 7504366944 | 005144 | | 01 | 07/31/2009 | 110-6040-431.20-07 | SELF INSURED LOSS FUND | 8,209.74 | |
| 7504366944 | 005145 | | 01 | 07/31/2009 | 510-6050-501.20-07 | SELF INSURED LOSS FUND | 1,286.97 | |
| 7504366944 | 005146 | | 01 | 07/31/2009 | 510-6055-502.20-07 | SELF INSURED LOSS FUND | 1,171.50 | |
| | | | | | | VENDOR TOTAL * | 22,437.16 | |
| 0015836 | ELMHURST INDEPENDENT - ROCK VALLEY | | | | | | | |

PREPARED 07/27/2009, 10:50:31
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 07/31/2009 CHECK DATE: 08/06/2009

BANK: 01

| VEND NO INVOICE NO | VENDOR NAME VOUCHER NO | P.O. NO | BNK NO | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT OR HAND-ISSUED AMOUNT |
|-------------------------------------|--|------------|-----------|--------------------------------|--|---------------------------------------|---------------------|---------------------------------|
| 0015836 716785 | ELMHURST INDEPENDENT - ROCK VALLEY 004703 | | | 01 07/31/2009 | 110-3015-414.30-54 | LEGAL NOTICE | 119.25 | |
| | | | | | | VENDOR TOTAL * | 119.25 | |
| 0000685 0910448671 0910448671 | FIFTH THIRD BANK 004963 004961 | | | 01 07/31/2009 01 07/31/2009 | 310-0089-461.90-01 320-0090-462.90-01 | 09007272007-00026 0900727207-00026 | 31,640.27 152.32 | |
| | | | | | | VENDOR TOTAL * | 31,792.59 | |
| 0000648 80300 | FILTER RENU OF ILLINOIS, INC 004804 | | | 01 07/31/2009 | 110-6047-512.50-02 | FILTERS RENEWED | 46.17 | |
| | | | | | | VENDOR TOTAL * | 46.17 | |
| 0018062 7/22/09 | FINISHING TOUCH INC 005141 | | | 01 07/23/2009 | 110-4020-422.60-68 | CHROME RESTORATION | CHECK #: 127347 | 3,624.39 |
| | | | | | | VENDOR TOTAL * | .00 | 3,624.39 |
| 0002177 9091854-R2 | FIREHOUSE MAGAZINE 004784 | | | 01 07/31/2009 | 110-4020-422.60-51 | SUBSCRIPTION | 29.95 | |
| | | | | | | VENDOR TOTAL * | 29.95 | |
| 0002222 07/01-07/17/09 | FORESMAN, RICH 005035 | | | 01 07/31/2009 | 110-0086-453.30-52 | CATV PROF SVCS | 221.00 | |
| | | | | | | VENDOR TOTAL * | 221.00 | |
| 0010732 11613 | FULLIFE SAFETY CENTER 005119 | | | 01 07/31/2009 | 510-6052-501.40-98 | OTHER SUPPLIES | 195.84 | |
| | | | | | | VENDOR TOTAL * | 195.84 | |
| 0014041 07/01-07/17/09 | FUNCHESS, WILLIAM 005029 | | | 01 07/31/2009 | 110-0086-453.30-52 | CATV PROF SVCS | 121.00 | |
| | | | | | | VENDOR TOTAL * | 121.00 | |
| 0003119 CH240688 CH240771 | GAMMA PHOTO LABS, LLC 004772 004773 | | | 01 07/31/2009 01 07/31/2009 | 110-7060-451.60-44 110-7060-451.60-44 | MESH PANELS TYVEK BOOKS | 498.50 924.50 | |
| | | | | | | VENDOR TOTAL * | 1,423.00 | |
| 0009769 07/01-07/17/09 | GARRON, FERNANDO 005033 | | | 01 07/31/2009 | 110-0086-453.30-52 | CATV PROF SVCS | 156.00 | |
| | | | | | | VENDOR TOTAL * | 156.00 | |
| 0017145 4016.016-2 | GEWALT HAMILTON ASSOCS, INC 005201 | | | 01 07/31/2009 | 510-6056-502.30-26 | PROFESSIONAL SVCS | 798.00 | |
| | | | | | | VENDOR TOTAL * | 798.00 | |
| 0000242 9029871796 | GRAINGER 005125 | | | 01 07/31/2009 | 510-6057-502.50-08 | COMB EFFL PUMP REPAIR | 274.60 | |
| | | | | | | VENDOR TOTAL * | 274.60 | |
| 0011686 | GRAND AUTO PARTS | | | | | | | |

PREPARED 07/27/2009, 10:50:31
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 07/31/2009 CHECK DATE: 08/06/2009

BANK: 01

| VEND NO INVOICE NO | VENDOR NAME VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT OR HAND-ISSUED AMOUNT |
|--------------------------|------------------------------|------------|-----|-------------------|--------------------|----------------------|-----------------|---------------------------------|
| 0011686 | GRAND AUTO PARTS | | | | | | | |
| 141027 | 005017 | | 01 | 07/31/2009 | 110-6047-512.50-16 | PARTS/SUPPLIES | 161.55 | |
| 141028 | 005018 | | 01 | 07/31/2009 | 110-6047-512.50-16 | PARTS/SUPPLIES | 6.75 | |
| 141336 | 005198 | | 01 | 07/31/2009 | 110-6047-512.50-16 | BRAKE PADS/ROTOR | 439.26 | |
| 141347 | 005199 | | 01 | 07/31/2009 | 110-6047-512.50-16 | RETURNED MERCHANDISE | 179.84 | |
| | | | | | | VENDOR TOTAL * | 427.72 | |
| 0018052 | GROSE, MARTY | | | | | | | |
| 285 | MONTEREY 004900 | | 01 | 07/31/2009 | 510-6056-502.30-90 | REPL SAN SEWER LINE | 2,000.00 | |
| | | | | | | VENDOR TOTAL * | 2,000.00 | |
| 0000255 | HAHN & ASSOCS, LTD | | | | | | | |
| AUG 2009 | 004746 | | 01 | 07/31/2009 | 110-5030-421.30-48 | SOCIAL SVCS | 4,203.04 | |
| | | | | | | VENDOR TOTAL * | 4,203.04 | |
| 0000257 | HANEY & SONS INC, B | | | | | | | |
| 31257 | 004798 | | 01 | 07/31/2009 | 110-6043-434.40-27 | MULCH | 56.00 | |
| | | | | | | VENDOR TOTAL * | 56.00 | |
| 0005494 | HBK WATER METER SERVICE, INC | | | | | | | |
| 09-338 | 005216 | | 01 | 07/31/2009 | 510-6050-501.30-26 | BUILDING INSPECTIONS | 440.00 | |
| | | | | | | VENDOR TOTAL * | 440.00 | |
| 0015904 | HD SUPPLY WATERWORKS, LTD | | | | | | | |
| 9179246 | 005208 | | 01 | 07/31/2009 | 510-6052-501.40-07 | WATER SYSTEM REPAIRS | 2,553.60 | |
| | | | | | | VENDOR TOTAL * | 2,553.60 | |
| 0011839 | HEALTHCARE SERVICE CORP | | | | | | | |
| 014582 | 005054 | | 01 | 07/31/2009 | 110-1001-411.20-04 | HEALTH INS | 3,249.78 | |
| 014582 | 005055 | | 01 | 07/31/2009 | 110-2006-413.20-04 | HEALTH INS | 18,328.73 | |
| 014582 | 005056 | | 01 | 07/31/2009 | 110-2007-413.20-04 | HEALTH INS | 3,041.79 | |
| 014582 | 005057 | | 01 | 07/31/2009 | 110-3015-414.20-04 | HEALTH INS | 3,457.76 | |
| 014582 | 005058 | | 01 | 07/31/2009 | 110-4020-422.20-04 | HEALTH INS | 65,307.48 | |
| 014582 | 005059 | | 01 | 07/31/2009 | 110-4025-424.20-04 | HEALTH INS | 7,461.48 | |
| 014582 | 005060 | | 01 | 07/31/2009 | 110-5030-421.20-04 | HEALTH INS | 98,845.16 | |
| 014582 | 005061 | | 01 | 07/31/2009 | 110-6040-431.20-04 | HEALTH INS | 27,142.12 | |
| 014582 | 005062 | | 01 | 07/31/2009 | 110-7060-451.20-04 | HEALTH INS | 4,601.68 | |
| 014582 | 005063 | | 01 | 07/31/2009 | 210-8070-452.20-04 | HEALTH INS | 18,172.74 | |
| 014582 | 005064 | | 01 | 07/31/2009 | 510-6050-501.20-04 | HEALTH INS | 3,327.77 | |
| 014582 | 005065 | | 01 | 07/31/2009 | 510-6055-502.20-04 | HEALTH INS | 4,549.69 | |
| 014582 | 005066 | | 01 | 07/31/2009 | 530-0088-503.20-04 | HEALTH INS | 2,495.83 | |
| | | | | | | VENDOR TOTAL * | 259,982.01 | |
| 0018063 | HODGE COMMUNICATIONS, BOB | | | | | | | |
| 1073 | 005184 | | 01 | 07/31/2009 | 382-0000-463.80-35 | TECHNICAL SVCS | 600.00 | |
| | | | | | | VENDOR TOTAL * | 600.00 | |
| 0000275 | HOLIDAY CAMERA INC | | | | | | | |
| 420133 | 004776 | | 01 | 07/31/2009 | 110-5030-421.30-28 | FILM PROCESSING | 3.50 | |

PREPARED 07/27/2009, 10:50:31
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 07/31/2009 CHECK DATE: 08/06/2009

BANK: 01

| VEND NO INVOICE NO | VENDOR NAME VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT OR HAND-ISSUED AMOUNT | |
|--------------------------|-------------------------------------|------------|-----|-------------------|--------------------|---------------------------|-----------------|---------------------------------|-----------|
| 0000275 | HOLIDAY CAMERA INC | | | | | | | | |
| 22091 | 004777 | | 01 | 07/31/2009 | 110-5030-421.30-28 | FILM PROCESSING | 7.00 | | |
| 420080 | 004778 | | 01 | 07/31/2009 | 110-5030-421.50-08 | CAMERA REPAIR | 135.00 | | |
| 420217 | 004779 | | 01 | 07/31/2009 | 110-5030-421.50-08 | CAMERA REPAIR | 57.75 | | |
| 420218 | 004780 | | 01 | 07/31/2009 | 110-5030-421.30-28 | SD CARD | 89.94 | | |
| 04/01/2009 | 004781 | | 01 | 07/31/2009 | 110-5030-421.30-28 | CREDIT/DUPLICATE PAYMENT | 44.99 | | |
| | | | | | | VENDOR TOTAL * | 248.20 | | |
| 0017917 | HOLLMAN, INC | | | | | | | | |
| LSI-44726 | 004647 | | 01 | 07/14/2009 | 382-0000-463.80-35 | 2ND FS #2 LOCKER PAYMENT | CHECK #: | 127340 | 12,298.50 |
| | | | | | | VENDOR TOTAL * | .00 | 12,298.50 | |
| 0006864 | HOME DEPOT 1919-NORTHLAKE | | | | | | | | |
| 016325/8012938 | 004843 | | 01 | 07/31/2009 | 382-0000-463.80-35 | HARDWARE SUPPLIES STA #2 | 113.22 | | |
| | | | | | | VENDOR TOTAL * | 113.22 | | |
| 0015752 | HOMESTEAD TRADITIONAL FOLK TOYS | | | | | | | | |
| 4001 | 004875 | | 01 | 07/31/2009 | 110-7060-451.60-65 | PROGRAM HISTORIC TOYS | 66.95 | | |
| | | | | | | VENDOR TOTAL * | 66.95 | | |
| 0016692 | I C I S F | | | | | | | | |
| 29506 | 004890 | | 01 | 07/31/2009 | 110-5030-421.60-37 | MEMBERSHIP RENEWAL | 85.00 | | |
| | | | | | | VENDOR TOTAL * | 85.00 | | |
| 0001000 | IBM CORP | | | | | | | | |
| 7921002 | 004830 | | 01 | 07/31/2009 | 110-2008-413.50-22 | MAINTENANCE | 318.51 | | |
| 7921003 | 004831 | | 01 | 07/31/2009 | 110-2008-413.50-22 | MAINTENANCE | 861.00 | | |
| | | | | | | VENDOR TOTAL * | 1,179.51 | | |
| 0007329 | IKON OFFICE SOLUTIONS | | | | | | | | |
| 5011915635 | 005190 | | 01 | 07/31/2009 | 110-5030-421.30-21 | COPIER MAINT | 241.76 | | |
| | | | | | | VENDOR TOTAL * | 241.76 | | |
| 0018035 | IL ASSN OF MUSEUMS - BROOKFIELD | | | | | | | | |
| 07/13/09 | 004646 | | 01 | 07/14/2009 | 110-7060-451.60-98 | AWARD NOMINATION FEE | CHECK #: | 127339 | 15.00 |
| | | | | | | VENDOR TOTAL * | .00 | 15.00 | |
| 0011740 | IL CENTURY NETWORK | | | | | | | | |
| 0033930-IN | 004832 | | 01 | 07/31/2009 | 110-2008-413.30-52 | INTERNET T1 | 310.00 | | |
| | | | | | | VENDOR TOTAL * | 310.00 | | |
| 0001005 | IL SEC OF STATE - CONF SERV PROG | | | | | | | | |
| PD-48 | 005219 | | 01 | 07/31/2009 | 110-6047-512.60-55 | PLATE RENEWAL | 79.00 | | |
| PD-49 | 005220 | | 01 | 07/31/2009 | 110-6047-512.60-55 | PLATE RENEWAL | 79.00 | | |
| | | | | | | VENDOR TOTAL * | 158.00 | | |
| 0000291 | IL SEC OF STATE - TITLE APPLIC FEES | | | | | | | | |
| 07/10/2009 | 004740 | | 01 | 07/31/2009 | 110-5030-421.60-27 | TITLE APPS/CASE #08-51747 | 260.00 | | |
| | | | | | | VENDOR TOTAL * | 260.00 | | |
| 0011631 | IL TOLLWAY | | | | | | | | |
| | | | | | | VENDOR TOTAL * | 260.00 | | |

PREPARED 07/27/2009, 10:50:31
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 07/31/2009 CHECK DATE: 08/06/2009

BANK: 01

| VEND NO INVOICE NO | VENDOR NAME VOUCHER NO | P.O. NO | BNK NO | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT OR HAND-ISSUED AMOUNT |
|-------------------------------------|--|------------|-----------|--------------------------------|--|--|----------------------|---------------------------------|
| 0011631 G09213580 | IL TOLLWAY 004891 | | | 01 07/31/2009 | 110-5030-421.60-05 | ACCT 9521 TOLLS TO BE | 10.50 | |
| | | | | | | VENDOR TOTAL * | 10.50 | |
| 0016800 7904191 | INFOPRINT SOLUTIONS CO 004833 | | | 01 07/31/2009 | 110-2008-413.50-22 | LINE PRINTER MAINT | 471.00 | |
| | | | | | | VENDOR TOTAL * | 471.00 | |
| 0006347 002-934565 | INLAND COMMERCIAL PROPERTY MGT INC 005225 | | | 01 07/31/2009 | 530-0088-503.50-15 | MONTHLY MAINT CONTRACT | 1,150.00 | |
| | | | | | | VENDOR TOTAL * | 1,150.00 | |
| 0010731 | INTERSTATE BATTERY SYSTEM OF | | | | | | | |
| 130050412 | 004755 | | | 01 07/31/2009 | 110-4020-422.40-98 | SUPPLIES | 18.00 | |
| 130050412 | 004754 | | | 01 07/31/2009 | 110-5030-421.40-98 | SUPPLIES | 144.00 | |
| 130050412 | 004756 | | | 01 07/31/2009 | 110-6041-432.40-98 | SUPPLIES | 3.00 | |
| 130050412 | 004757 | | | 01 07/31/2009 | 110-6043-434.40-98 | SUPPLIES | 3.00 | |
| 130050412 | 004758 | | | 01 07/31/2009 | 110-6044-435.40-98 | SUPPLIES | 3.00 | |
| 130050412 | 004759 | | | 01 07/31/2009 | 110-6046-418.40-98 | SUPPLIES | 3.00 | |
| 130050412 | 004760 | | | 01 07/31/2009 | 110-6047-512.40-98 | SUPPLIES | 3.00 | |
| 130050412 | 004761 | | | 01 07/31/2009 | 510-6052-501.40-98 | SUPPLIES | 3.00 | |
| | | | | | | VENDOR TOTAL * | 180.00 | |
| 0017796 9476 | ISC COMMUNICATIONS INC 004834 | | | 01 07/31/2009 | 110-2008-413.50-25 | NEXTEL BATTERIES | 143.00 | |
| | | | | | | VENDOR TOTAL * | 143.00 | |
| 0014400 2009 | IT SOLUTIONS GROUP INC 004835 | | | 01 07/31/2009 | 110-2008-413.30-52 | i5 UPGRADE OS402, LIC | 1,500.00 | |
| | | | | | | VENDOR TOTAL * | 1,500.00 | |
| 0000976 88026 88120 | JIM'S TOWING 004741 005191 | | | 01 07/31/2009 01 07/31/2009 | 110-5030-421.60-27 110-5030-421.30-76 | TOWING SVCS/CASE#09-23491 TOWING SVCS | 350.00 150.00 | |
| | | | | | | VENDOR TOTAL * | 500.00 | |
| 0018059 345-120 345-120 | JR'S CREATIVE LANDSCPG 005100 005101 | | | 01 07/31/2009 01 07/31/2009 | 510-6052-501.30-85 510-6052-501.30-86 | BUTTERFLD RETAINING WALL BUTTERFLD RETAINING WALL | 2,550.00 2,550.00 | |
| | | | | | | VENDOR TOTAL * | 5,100.00 | |
| 0000312 06-09-0479 06-09-0479 | JULIE INC 004701 004702 | | | 01 07/31/2009 01 07/31/2009 | 110-6040-431.30-80 510-6050-501.30-80 | JULIE LOCATES JULIE LOCATES | 977.90 977.90 | |
| | | | | | | VENDOR TOTAL * | 1,955.80 | |
| 0007611 MR Refund | JULIE VICARI MR | | | 01 07/31/2009 | 110-0000-115.07-01 | 60113546 | 25.00 | |
| | | | | | | VENDOR TOTAL * | 25.00 | |
| 0000314 | KALE UNIFORMS | | | | | | | |

PREPARED 07/27/2009, 10:50:31
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 07/31/2009 CHECK DATE: 08/06/2009

BANK: 01

| VEND NO INVOICE NO | VENDOR NAME VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT OR HAND-ISSUED AMOUNT |
|---|---|------------|-----|-------------------|--------------------|---------------------------|-----------------|---------------------------------|
| 0000314 362397 | KALE UNIFORMS 004864 | | 01 | 07/31/2009 | 110-5030-421.40-11 | UNIFORMS | 83.08 | |
| | | | | | | VENDOR TOTAL * | 83.08 | |
| 0000318 253291 253413 | KARA CO INC 005012 005022 | | 01 | 07/31/2009 | 110-6041-432.40-52 | SIGNS/POSTS/PAINT | 72.54 | |
| | | | 01 | 07/31/2009 | 110-6041-432.40-52 | SIGNS/POSTS/PAINT | 41.10 | |
| | | | | | | VENDOR TOTAL * | 113.64 | |
| 0000323 155309 155695 155695 154565 | KIEFT BROTHERS, INC 004791 004983 004982 005215 | A/P | 01 | 07/31/2009 | 110-6041-432.40-08 | INLET REPAIR/SUPPLIES | 84.50 | |
| | | | 01 | 07/31/2009 | 110-6041-432.40-98 | VAULTS/CEMENT | 198.00 | |
| | | | 01 | 07/31/2009 | 510-6052-501.40-63 | VAULTS/CEMENT | 132.00 | |
| | | | 01 | 07/31/2009 | 510-6056-502.40-29 | STORM SEWER REPAIR | 145.00 | |
| | | | | | | VENDOR TOTAL * | 559.50 | |
| 0015276 3409 3411 3421 | KING, DAVID & ASSOCS, INC 004786 004871 004897 | | 01 | 07/31/2009 | 110-6046-418.60-69 | PROPERTY MANAGEMENT SVCS | 3,964.42 | |
| | | | 01 | 07/31/2009 | 110-6046-418.60-69 | PROFESSIONAL SERVICES | 4,645.76 | |
| | | | 01 | 07/31/2009 | 110-6046-418.60-69 | PROFESSIONAL SERVICES | 33.44 | |
| | | | | | | VENDOR TOTAL * | 8,643.62 | |
| 0018038 07/30/09 | KLAUBA, DOUGLAS 004648 | | 01 | 07/14/2009 | 110-7060-451.60-65 | ARTIST/LECTURER FEE | | CHECK #: 127342 100.00 |
| | | | | | | VENDOR TOTAL * | .00 | 100.00 |
| 0000331 45000-112M | KUBIESA, SPIROFF, GOSSELAR, 005181 | | 01 | 07/31/2009 | 110-0081-415.30-36 | PROFESSIONAL SVCS | 355.74 | |
| | | | | | | VENDOR TOTAL * | 355.74 | |
| 0007611 MR Refund | KURT D PALMER MR | | 01 | 07/31/2009 | 110-0000-115.07-01 | 323775 | 25.00 | |
| | | | | | | VENDOR TOTAL * | 25.00 | |
| 0013313 890587 890826 890978 | LEACH ENTERPRISES, INC 004809 005124 005197 | | 01 | 07/31/2009 | 110-6047-512.50-16 | FILTERS | 41.92 | |
| | | | 01 | 07/31/2009 | 110-6047-512.50-16 | PARTS/SUPPLIES | 128.92 | |
| | | | 01 | 07/31/2009 | 110-6047-512.50-16 | FILTERS | 33.93 | |
| | | | | | | VENDOR TOTAL * | 204.77 | |
| 0000509 07/01-07/17/09 | LILJEBERG, GLEN R. 005028 | | 01 | 07/31/2009 | 110-0086-453.30-52 | CATV PROF SVCS | 26.00 | |
| | | | | | | VENDOR TOTAL * | 26.00 | |
| 0000617 44537 44578 | M & M REPORTING, INC 005097 005098 | | 01 | 07/31/2009 | 110-3015-414.30-13 | 09 ZBA-04 COURT REPORTING | 398.50 | |
| | | | 01 | 07/31/2009 | 110-3015-414.30-13 | 09 ZBA-05 COURT REPORTING | 406.75 | |
| | | | | | | VENDOR TOTAL * | 805.25 | |
| 0000352 | MAGID GLOVE | | | | | | | |

PREPARED 07/27/2009, 10:50:31
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 07/31/2009 CHECK DATE: 08/06/2009

BANK: 01

| VEND NO | VENDOR NAME | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT OR HAND-ISSUED AMOUNT |
|----------------|--------------------------|---------|-----|----------------|--------------------|---------------------------|--------------|---------------------------|
| 0000352 | MAGID GLOVE | | | | | | | |
| 44535 | 004986 | | 01 | 07/31/2009 | 110-6041-432.40-98 | OTHER SUPPLIES | 22.29 | |
| 44535 | 004987 | | 01 | 07/31/2009 | 110-6043-434.40-98 | OTHER SUPPLIES | 22.29 | |
| 44535 | 004988 | | 01 | 07/31/2009 | 110-6044-435.40-98 | OTHER SUPPLIES | 22.29 | |
| 44535 | 004989 | | 01 | 07/31/2009 | 110-6046-418.40-98 | OTHER SUPPLIES | 22.29 | |
| 44535 | 004991 | | 01 | 07/31/2009 | 510-6052-501.40-98 | OTHER SUPPLIES | 111.46 | |
| 44535 | 004990 | | 01 | 07/31/2009 | 510-6057-502.40-98 | OTHER SUPPLIES | 22.30 | |
| VENDOR TOTAL * | | | | | | | 222.92 | |
| 0007259 | MARCOTT ENTERPRISES, INC | | | | | | | |
| 15797 | 005135 | | 01 | 07/31/2009 | 510-6057-502.30-58 | DRYING BED SAND | 1,113.06 | |
| VENDOR TOTAL * | | | | | | | 1,113.06 | |
| 0010780 | MASTERS, KEN | | | | | | | |
| 07/01-07/17/09 | 005030 | | 01 | 07/31/2009 | 110-0086-453.30-52 | CATV PROF SVCS | 144.00 | |
| VENDOR TOTAL * | | | | | | | 144.00 | |
| 0017918 | MAXIM CONST CORP | | | | | | | |
| 915800002 | 004899 | | 01 | 07/31/2009 | 510-6057-502.80-20 | BERKLEY/ADAMS GRINDER RPL | 57,172.50 | |
| VENDOR TOTAL * | | | | | | | 57,172.50 | |
| 0017232 | MCHUGH CONST, JAMES | | | | | | | |
| 450 | 004704 | | 01 | 07/31/2009 | 382-0000-463.80-35 | FIRE STATION CONSTRUCTION | 555,354.33 | |
| VENDOR TOTAL * | | | | | | | 555,354.33 | |
| 0001049 | MCI | | | | | | | |
| 08611797999 | 004686 | | 01 | 07/31/2009 | 110-1001-411.30-75 | MONTHLY PHONE | 26.81 | |
| 08611797999 | 004687 | | 01 | 07/31/2009 | 110-2006-413.30-75 | MONTHLY PHONE | 7.84 | |
| 08611797999 | 004694 | | 01 | 07/31/2009 | 110-2007-413.30-75 | MONTHLY PHONE | 3.12 | |
| 08611797999 | 004695 | | 01 | 07/31/2009 | 110-2008-413.30-75 | MONTHLY PHONE | 28.75 | |
| 08611797999 | 004688 | | 01 | 07/31/2009 | 110-3015-414.30-75 | MONTHLY PHONE | 20.18 | |
| 08611797999 | 004689 | | 01 | 07/31/2009 | 110-4020-422.30-75 | MONTHLY PHONE | 7.33 | |
| 08611797999 | 004690 | | 01 | 07/31/2009 | 110-5030-421.30-75 | MONTHLY PHONE | 67.39 | |
| 08611797999 | 004691 | | 01 | 07/31/2009 | 110-6040-431.30-75 | MONTHLY PHONE | 13.85 | |
| 08611797999 | 004692 | | 01 | 07/31/2009 | 110-7060-451.30-75 | MONTHLY PHONE | 18.81 | |
| 08611797999 | 004693 | | 01 | 07/31/2009 | 510-6055-502.30-75 | MONTHLY PHONE | 20.48 | |
| VENDOR TOTAL * | | | | | | | 214.56 | |
| 0002941 | MCMaster-CARR SUPPLY CO | | | | | | | |
| 32994570 | 004974 | | 01 | 07/31/2009 | 110-6041-432.40-98 | OTHER SUPPLIES | 13.90 | |
| 32994570 | 004975 | | 01 | 07/31/2009 | 110-6043-434.40-98 | OTHER SUPPLIES | 13.90 | |
| 32994570 | 004976 | | 01 | 07/31/2009 | 110-6044-435.40-98 | OTHER SUPPLIES | 13.90 | |
| 32994570 | 004977 | | 01 | 07/31/2009 | 110-6046-418.40-98 | OTHER SUPPLIES | 13.90 | |
| 32994570 | 004979 | | 01 | 07/31/2009 | 110-6047-512.40-98 | OTHER SUPPLIES | 13.89 | |
| 32994570 | 004980 | | 01 | 07/31/2009 | 510-6052-501.40-98 | OTHER SUPPLIES | 13.89 | |
| 32994570 | 004981 | | 01 | 07/31/2009 | 510-6057-502.40-98 | OTHER SUPPLIES | 13.89 | |
| 32871246 | 005126 | | 01 | 07/31/2009 | 510-6057-502.50-08 | EFFL PUMP #1 BEARING REPR | 84.70 | |
| 32726299 | 005129 | | 01 | 07/31/2009 | 510-6057-502.50-08 | DAF AIR TANK GAUGE REPL | 36.02 | |
| 33113738 | 005134 | | 01 | 07/31/2009 | 510-6057-502.50-08 | 2NDARY #6 REPAIRS | 387.14 | |

BANK: 01

| VEND NO INVOICE NO | VENDOR NAME VOUCHER NO | P.O. NO | BNK NO | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT OR HAND-ISSUED AMOUNT |
|---|--|------------|-----------|--|--|--|--|---------------------------------|
| 0002941 32807558 | MCMASTER-CARR SUPPLY CO 005136 | | | 01 07/31/2009 | 510-6057-502.40-31 | REPL LEVER HOIST | 380.06 | |
| VENDOR TOTAL * | | | | | | | 985.19 | |
| 0014509 41028573 41028573 41028573 41028573 41028573 41028573 41028573 41028573 | MEDCO SUPPLY CO 004992 004993 004994 004995 004997 004998 004999 005000 | | | 01 07/31/2009 01 07/31/2009 01 07/31/2009 01 07/31/2009 01 07/31/2009 01 07/31/2009 01 07/31/2009 01 07/31/2009 01 07/31/2009 | 110-5030-421.40-98 110-6041-432.40-98 110-6043-434.40-98 110-6044-435.40-98 110-6046-418.40-98 110-6047-512.40-98 510-6052-501.40-98 510-6057-502.40-98 | OTHER SUPPLIES OTHER SUPPLIES OTHER SUPPLIES OTHER SUPPLIES OTHER SUPPLIES OTHER SUPPLIES OTHER SUPPLIES OTHER SUPPLIES | 8.06 8.07 8.07 8.07 8.07 8.07 8.07 8.07 | |
| VENDOR TOTAL * | | | | | | | 64.55 | |
| 0000366 410259/4 410208/4 410042/4 409954/4 | MEL'S ACE HARDWARE 005004 004844 004845 004802 | | | 01 07/31/2009 01 07/31/2009 01 07/31/2009 01 07/31/2009 | 110-6041-432.40-09 110-6046-418.40-98 110-6046-418.50-08 110-7060-451.50-01 | PROPANE FOR TACKCOAT SAND PAPER PRESSURE WASHER REPAIR SPRAY PAINT | 17.09 9.89 15.28 8.62 | |
| VENDOR TOTAL * | | | | | | | 50.88 | |
| 0000368 278-000285 | METRO PARAMEDIC SERVICES, INC 004696 | | | 01 07/31/2009 | 110-0084-442.30-01 | AMBULANCE SVC/AUG 2009 | 21,483.87 | |
| VENDOR TOTAL * | | | | | | | 21,483.87 | |
| 0002641 JUNE 2009 | METROPOLITAN FAMILY SVCS DUPAGE 005182 | | | 01 07/31/2009 | 110-0083-443.60-48 | SENIOR SVCS | 5,710.78 | |
| VENDOR TOTAL * | | | | | | | 5,710.78 | |
| 0007364 00103 00103 00103 00103 00103 00103 00103 00103 00103 00103 00103 00103 00103 00103 00103 00103 00103 00103 | METROPOLITAN LIFE INSURANCE CO 004876 004877 004878 004879 004880 004881 004882 004883 004884 004885 004886 004887 004888 | | | 01 07/31/2009 01 07/31/2009 | 110-1001-411.20-05 110-2006-413.20-05 110-2007-413.20-05 110-3015-414.20-05 110-4020-422.20-05 110-4025-424.20-05 110-5030-421.20-05 110-6040-431.20-05 110-7060-451.20-05 210-8070-452.20-05 510-6050-501.20-05 510-6055-502.20-05 530-0088-503.20-05 | AUG DENTAL INS AUG DENTAL INS | 279.68 1,273.05 220.21 229.86 3,807.90 271.65 6,206.11 1,861.35 329.51 933.89 298.97 208.96 152.71 | |
| VENDOR TOTAL * | | | | | | | 16,073.85 | |
| 0009371 2032937 2026725 | MICRO CENTER A/R 004836 004837 | | | 01 07/31/2009 01 07/31/2009 | 110-2008-413.40-73 110-2008-413.40-72 | PD DVD-R LCD/HARD DRIVE/CABLES | 41.97 560.95 | |

PREPARED 07/27/2009, 10:50:31
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 07/31/2009 CHECK DATE: 08/06/2009

BANK: 01

| VEND NO | VENDOR NAME | P.O. NO | BNK CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT OR HAND-ISSUED AMOUNT |
|---------------|-------------------------------|---------|--------------------|--------------------|-------------------------|--------------|---------------------------|
| 0009371 | MICRO CENTER A/R | | | | | | |
| | | | | | VENDOR TOTAL * | 602.92 | |
| 0008503 | MIDWAY TRUCK PARTS | | | | | | |
| 700668 | 004810 | 01 | 07/31/2009 | 110-6047-512.50-16 | WIPER | 167.77 | |
| 700721 | 005019 | 01 | 07/31/2009 | 110-6047-512.50-16 | PARTS/SUPPLIES | 100.13 | |
| | | | | | VENDOR TOTAL * | 267.90 | |
| 0017125 | MIDWEST OPERATING ENGRS H & W | | | | | | |
| SEPT 2009 | 005051 | 01 | 07/31/2009 | 110-6040-431.20-04 | HEALTH INS | 41,134.50 | |
| SEPT 2009 | 005053 | 01 | 07/31/2009 | 510-6050-501.20-04 | HEALTH INS | 21,136.50 | |
| SEPT 2009 | 005052 | 01 | 07/31/2009 | 510-6055-502.20-04 | HEALTH INS | 13,761.00 | |
| | | | | | VENDOR TOTAL * | 76,032.00 | |
| 0016423 | MLRP 388 CAROL LLC | | | | | | |
| #8/09 RENT | 004697 | 01 | 07/31/2009 | 110-7060-451.60-47 | MONTHLY RENT/AUG 2009 | 3,507.29 | |
| | | | | | VENDOR TOTAL * | 3,507.29 | |
| 0004998 | MONTGOMERY MARK R & ANNE | | | | | | |
| 000014269 | UT | 01 | 07/31/2009 | 510-0000-113.02-00 | UB CR REFUND | 132.96 | |
| | | | | | VENDOR TOTAL * | 132.96 | |
| 0004998 | MURPHY FRANK L | | | | | | |
| 000017593 | UT | 01 | 07/31/2009 | 510-0000-113.02-00 | UB CR REFUND | 39.48 | |
| | | | | | VENDOR TOTAL * | 39.48 | |
| 0000383 | NAFISCO, INC | | | | | | |
| 92455 | 005023 | 01 | 07/31/2009 | 110-6041-432.30-06 | TRAFFICE CONTROL BARRIC | 444.00 | |
| | | | | | VENDOR TOTAL * | 444.00 | |
| 0000392 | NCL EQPT SPECIALTIES INC | | | | | | |
| 9432 | 005013 | 01 | 07/31/2009 | 110-6041-432.40-52 | SIGNS/POSTS/PAINT | 292.80 | |
| | | | | | VENDOR TOTAL * | 292.80 | |
| 0011644 | NEPTUNE TECHNOLOGY GROUP INC | | | | | | |
| N216908 | 005095 | 01 | 07/31/2009 | 510-6052-501.50-08 | SERVICE CONTRACT | 5,622.00 | |
| | | | | | VENDOR TOTAL * | 5,622.00 | |
| 0009496 | NEXTEL COMMUNICATIONS | | | | | | |
| 162511511-089 | 004909 | 01 | 07/31/2009 | 110-2007-413.30-75 | MONTHLY PHONE SERVICE | 203.85 | |
| 162511511-089 | 004910 | 01 | 07/31/2009 | 110-2008-413.30-75 | MONTHLY PHONE SERVICE | 413.88 | |
| 162511511-089 | 005027 | 01 | 07/31/2009 | 110-2008-413.50-25 | MONTHLY PHONE SERVICE | 1.79 | |
| 162511511-089 | 004912 | 01 | 07/31/2009 | 110-3015-414.30-75 | MONTHLY PHONE SERVICE | 276.50 | |
| 162511511-089 | 004907 | 01 | 07/31/2009 | 110-4020-422.30-75 | MONTHLY PHONE SERVICE | 364.74 | |
| 162511511-089 | 004908 | 01 | 07/31/2009 | 110-4022-423.30-75 | MONTHLY PHONE SERVICE | 52.11 | |
| 162511511-089 | 004911 | 01 | 07/31/2009 | 110-5030-421.30-75 | MONTHLY PHONE SERVICE | 1,407.20 | |
| 162511511-089 | 004904 | 01 | 07/31/2009 | 110-6040-431.30-75 | MONTHLY PHONE SERVICE | 1,285.42 | |
| 162511511-089 | 004905 | 01 | 07/31/2009 | 510-6050-501.30-75 | MONTHLY PHONE SERVICE | 411.33 | |
| 162511511-089 | 004906 | 01 | 07/31/2009 | 510-6055-502.30-75 | MONTHLY PHONE SERVICE | 874.09 | |

PREPARED 07/27/2009, 10:50:31
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 07/31/2009 CHECK DATE: 08/06/2009

PAGE 17

BANK: 01

| VEND NO INVOICE NO | VENDOR NAME VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT OR HAND-ISSUED AMOUNT |
|--------------------------|------------------------------------|------------|-----|-------------------|--------------------|---------------------------|-----------------|---------------------------------|
| 0009496 | NEXTEL COMMUNICATIONS | | | | | | | |
| | | | | | | VENDOR TOTAL * | 5,287.33 | |
| 0005845 | NICOR GAS | | | | | | | |
| 26-13-75-0650 | 2004705 | | 01 | 07/31/2009 | 110-4020-422.30-29 | MONTHLY GAS | 98.38 | |
| 5209073557 | 3 004764 | | 01 | 07/31/2009 | 110-4020-422.30-29 | MONTHLY GAS | 103.99 | |
| 54-23-78-0000 | 5005040 | | 01 | 07/31/2009 | 110-4020-422.30-29 | MONTHLY GAS | 118.38 | |
| 91-69-58-0000 | 2005041 | | 01 | 07/31/2009 | 110-4020-422.30-29 | MONTHLY GAS | 877.94 | |
| 91-69-58-0000 | 2005042 | | 01 | 07/31/2009 | 110-4020-422.30-29 | MONTHLY GAS | 110.41 | |
| 1200340000 | 4 004712 | | 01 | 07/31/2009 | 110-5030-421.30-29 | MONTHLY GAS | 340.49 | |
| 02-25-68-0000 | 0004708 | | 01 | 07/31/2009 | 110-6046-418.30-29 | MONTHLY GAS | 111.61 | |
| 1428340000 | 1 004713 | | 01 | 07/31/2009 | 110-6046-418.30-29 | MONTHLY GAS | 245.59 | |
| 7816640000 | 8 004763 | | 01 | 07/31/2009 | 110-6046-418.30-29 | MONTHLY GAS | 2,110.50 | |
| 39-23-24-0000 | 0004762 | | 01 | 07/31/2009 | 110-7060-451.30-29 | MONTHLY GAS | 25.50 | |
| 7763000144 | 2 004711 | | 01 | 07/31/2009 | 210-8070-452.30-29 | MONTHLY GAS | 961.28 | |
| 43-64-24-0000 | 6004706 | | 01 | 07/31/2009 | 510-6056-502.30-29 | MONTHLY GAS | 79.79 | |
| 75-23-24-0000 | 4004707 | | 01 | 07/31/2009 | 510-6056-502.30-29 | MONTHLY GAS | 79.79 | |
| 52-71-78-0000 | 8004709 | | 01 | 07/31/2009 | 510-6056-502.30-29 | MONTHLY GAS | 30.80 | |
| 99-81-68-0000 | 9004710 | | 01 | 07/31/2009 | 510-6056-502.30-29 | MONTHLY GAS | 88.13 | |
| 53-33-68-0000 | 7005081 | | 01 | 07/31/2009 | 510-6057-502.30-29 | MONTHLY SERVICE | 5,317.33 | |
| | | | | | | VENDOR TOTAL * | 10,699.91 | |
| 0000401 | NORTH EAST MULTI-REGIONAL TRAINING | | | | | | | |
| 123540 | 005195 | | 01 | 07/31/2009 | 110-5030-421.60-11 | TRAINING CLASS | 500.00 | |
| | | | | | | VENDOR TOTAL * | 500.00 | |
| 0017990 | NOZZTEQ | | | | | | | |
| NT-06-1838 | 005211 | | 01 | 07/31/2009 | 510-6056-502.40-31 | SEWER NOZZLE | 266.56 | |
| | | | | | | VENDOR TOTAL * | 266.56 | |
| 0002470 | O'HARE TOWING SERVICE | | | | | | | |
| 56965 | 004742 | | 01 | 07/31/2009 | 110-5030-421.60-27 | TOWING SVCS/CASE#08-14930 | 192.50 | |
| 354022 | 004892 | | 01 | 07/31/2009 | 110-5030-421.30-76 | TOW REQ BY WATER DEPT | 100.00 | |
| | | | | | | VENDOR TOTAL * | 292.50 | |
| 0018045 | O'NEILL, KELLY | | | | | | | |
| 406 | 004750 | | 01 | 07/31/2009 | 530-0000-341.50-00 | PARKING PASS REFUND | 75.00 | |
| | | | | | | VENDOR TOTAL * | 75.00 | |
| 0008640 | OFFICE DEPOT | | | | | | | |
| 480581782001 | 004823 | | 01 | 07/31/2009 | 110-2006-413.40-33 | OFFICE SUPPLIES | 52.51 | |
| 480925470001 | 004825 | | 01 | 07/31/2009 | 110-2006-413.40-33 | OFFICE SUPPLIES | 54.62 | |
| 480928594001 | 005020 | | 01 | 07/31/2009 | 110-2006-413.40-33 | OFFICE SUPPLIES | 295.16 | |
| 481415103001 | 005188 | | 01 | 07/31/2009 | 110-2006-413.40-33 | SUPPLIES | 55.87 | |
| 481415103001 | 005189 | | 01 | 07/31/2009 | 110-2007-413.40-33 | SUPPLIES | 26.20 | |
| 480581782001 | 004822 | | 01 | 07/31/2009 | 110-4025-424.40-33 | OFFICE SUPPLIES | 29.28 | |
| 480925470001 | 004824 | | 01 | 07/31/2009 | 110-6040-431.40-33 | OFFICE SUPPLIES | 36.96 | |
| | | | | | | VENDOR TOTAL * | 550.60 | |
| 0008045 | ORIENTAL TRADING CO INC | | | | | | | |

PREPARED 07/27/2009, 10:50:31
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 07/31/2009 CHECK DATE: 08/06/2009

BANK: 01

| VEND NO INVOICE NO | VENDOR NAME VOUCHER NO | P.O. NO | BNK CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT OR HAND-ISSUED AMOUNT |
|-------------------------------------|---|------------|--------------------------------|--|--|-----------------|---------------------------------|
| 0008045 632735855-01 | ORIENTAL TRADING CO INC 004770 | | 01 07/31/2009 | 110-7060-451.60-65 | EDUCATION SUPPLIES | 240.58 | |
| | | | | | VENDOR TOTAL * | 240.58 | |
| 0006695 38096 | OTTOSEN BRITZ KELLY COOPER & 004747 | | 01 07/31/2009 | 110-0081-415.30-36 | PROFESSIONAL SVCS | 90.00 | |
| | | | | | VENDOR TOTAL * | 90.00 | |
| 0006090 7/6-10/09 7/6-10/09 | PACEWIC, JOHN 005086 005087 | | 01 07/31/2009 01 07/31/2009 | 110-5030-421.60-05 110-5030-421.60-11 | TRAVEL EXPENSE REIMBURSMT TRAVEL EXPENSE REIMBURSMT | 253.00 30.31 | |
| | | | | | VENDOR TOTAL * | 283.31 | |
| 0016401 0254382-IN | PAUL CONWAY SHIELDS 005106 | | 01 07/31/2009 | 110-4020-422.60-98 | FLASHLIGHT | 127.00 | |
| | | | | | VENDOR TOTAL * | 127.00 | |
| 0006912 07/01-07/17/09 | PETRICIG, PHILIP J 005034 | | 01 07/31/2009 | 110-0086-453.30-52 | CATV PROF SVCS | 156.00 | |
| | | | | | VENDOR TOTAL * | 156.00 | |
| 0018044 100430 | PHOENIX BAT CO 004774 | | 01 07/31/2009 | 110-7060-451.60-98 | LEATHER BASEBALLS/VINTAGE | 102.20 | |
| | | | | | VENDOR TOTAL * | 102.20 | |
| 0001467 07/01-07/17/09 | PINE, JOE 005031 | | 01 07/31/2009 | 110-0086-453.30-52 | CATV PROF SVCS | 150.00 | |
| | | | | | VENDOR TOTAL * | 150.00 | |
| 0018036 24978 | PURDY, ROBIN/EMILY 004751 | | 01 07/31/2009 | 110-0000-316.00-00 | TRANSFER STAMP REFUND | 420.00 | |
| | | | | | VENDOR TOTAL * | 420.00 | |
| 0010118 41992627 | REMINGTON ARMS CO, INC 004782 | | 01 07/31/2009 | 110-5030-421.40-98 | RIFLE SIGHTS | 40.86 | |
| | | | | | VENDOR TOTAL * | 40.86 | |
| 0018050 2739905 | RITRON WIRELESS SOLUTIONS 004838 | | 01 07/31/2009 | 110-2008-413.50-22 | RADIO REPAIR | 94.00 | |
| | | | | | VENDOR TOTAL * | 94.00 | |
| 0008861 09-03591 | ROYAL RECOGNITION 005044 | | 01 07/31/2009 | 110-2007-413.60-23 | SERVICE AWARD | 78.56 | |
| | | | | | VENDOR TOTAL * | 78.56 | |
| 0001751 3061924 RI 3061925 RI | S & S INDUSTRIAL SUPPLY 005122 005121 | | 01 07/31/2009 01 07/31/2009 | 110-6046-418.40-24 110-6047-512.50-16 | JANITORIAL SUPPLIES PARTS/SUPPLIES | 200.41 40.80 | |
| | | | | | VENDOR TOTAL * | 241.21 | |
| 0008163 | S & S WORLDWIDE, INC | | | | | | |

BANK: 01

| VEND NO INVOICE NO | VENDOR NAME VOUCHER NO | P.O. NO | BNK CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT OR HAND-ISSUED AMOUNT |
|---|---|------------|--|--|--|---|---------------------------------|
| 0008163 6318950 | S & S WORLDWIDE, INC 004775 | | 01 07/31/2009 | 110-7060-451.60-65 | EDUCATION/PROGRAM SUPPLY | 61.77 | |
| | | | | | VENDOR TOTAL * | 61.77 | |
| 0001298 1162113-01 1162113-01 | SAFETY SUPPLY ILLINOIS 005016 005217 | | 01 07/31/2009 01 07/31/2009 | 510-6052-501.40-98 510-6057-502.40-98 | OTHER SUPPLIES OTHER SUPPLIES | 101.90 101.90 | |
| | | | | | VENDOR TOTAL * | 203.80 | |
| 0010169 61138 61263 | SEAWAY SUPPLY 004727 004870 | | 01 07/31/2009 01 07/31/2009 | 110-6046-418.40-24 110-6046-418.40-24 | SUPPLIES JANITORIAL SUPPLIES | 360.00 367.50 | |
| | | | | | VENDOR TOTAL * | 727.50 | |
| 0018033 450 N ELM | SEBEK, GARY 004714 | | 01 07/31/2009 | 110-6041-432.30-55 | REAR YARD DRAIN PROGRAM | 1,000.00 | |
| | | | | | VENDOR TOTAL * | 1,000.00 | |
| 0014665 7/20/09 | ST JOHN, MICHAEL 005123 | | 01 07/31/2009 | 110-6040-431.60-37 | CDL REIMBURSEMENT | 50.00 | |
| | | | | | VENDOR TOTAL * | 50.00 | |
| 0004546 94258194 | STATE INDUSTRIAL PRODUCTS 005021 | | 01 07/31/2009 | 110-6046-418.40-24 | JANITORIAL SUPPLIES | 415.94 | |
| | | | | | VENDOR TOTAL * | 415.94 | |
| 0012387 753 FAIRVIEW | STEPHAN, DEBRA 005103 | | 01 07/31/2009 | 110-6041-432.30-55 | YARD DRAIN REIMBURSEMENT | 1,000.00 | |
| | | | | | VENDOR TOTAL * | 1,000.00 | |
| 0008126 4000953420 | STERICYCLE INC 004745 | | 01 07/31/2009 | 110-5030-421.30-98 | HAZARDOUS WASTE DISPOSAL | 309.69 | |
| | | | | | VENDOR TOTAL * | 309.69 | |
| 0017966 47906 47905 47839 47838 47902 47901 47904 47903 | STORINO, RAMELLO & DURKIN 005067 005068 005069 005070 005073 005074 005071 005072 | | 01 07/31/2009 01 07/31/2009 01 07/31/2009 01 07/31/2009 01 07/31/2009 01 07/31/2009 01 07/31/2009 01 07/31/2009 | 110-0081-415.30-36 110-0081-415.30-36 110-0081-415.30-36 110-0081-415.30-36 110-0081-415.30-36 110-0081-415.30-36 310-0089-461.30-52 310-0089-461.30-52 | PROFESSIONAL SVCS PROFESSIONAL SVCS PROFESSIONAL SVCS PROFESSIONAL SVCS PROFESSIONAL SVCS PROFESSIONAL SVCS PROFESSIONAL SVCS PROFESSIONAL SVCS | 350.00 87.50 393.75 700.00 1,443.75 36,677.90 11,392.65 2,733.51 | |
| | | | | | VENDOR TOTAL * | 53,779.06 | |
| 0008443 1645380 | STREICHER'S 004863 | | 01 07/31/2009 | 110-5030-421.40-11 | UNIFORMS | 94.97 | |
| | | | | | VENDOR TOTAL * | 94.97 | |
| 0018043 | SUAREZ, MARY | | | | | | |

PREPARED 07/27/2009, 10:50:31
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 07/31/2009 CHECK DATE: 08/06/2009

BANK: 01

| VEND NO INVOICE NO | VENDOR NAME VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT OR HAND-ISSUED AMOUNT |
|---|--|------------|-----|--|--|--|--|---------------------------------|
| 0018043 217 | SUAREZ, MARY KENMORE | 004799 | 01 | 07/31/2009 | 110-6043-434.40-39 | TREE PLANTING REIMBURSE | 200.00 | |
| | | | | | | VENDOR TOTAL * | 200.00 | |
| 0008228 96320 96389 | SUBURBAN LABORATORIES INC 005132 005133 | | 01 | 07/31/2009 07/31/2009 | 510-6057-502.30-33 510-6057-502.30-33 | NPDES EFFL TESTING NPDES EFFL TESTING | 390.00 847.50 | |
| | | | | | | VENDOR TOTAL * | 1,237.50 | |
| 0007885 6286 6565 6062 6286 6565 | SUBURBAN LIFE PUBLICATIONS 004737 004894 004739 004738 004895 | | 01 | 07/31/2009 07/31/2009 07/31/2009 07/31/2009 07/31/2009 | 110-6040-431.30-54 110-6040-431.30-54 110-7060-451.80-23 510-6050-501.30-54 510-6050-501.30-54 | LEGAL NOTICE LEGAL NOTICE LEGAL NOTICE LEGAL NOTICE LEGAL NOTICE | 86.58 93.17 311.55 86.58 93.17 | |
| | | | | | | VENDOR TOTAL * | 671.05 | |
| 0002854 1973 1971 1978 | SUNRISE COMMUNICATIONS, INC 005043 005222 005223 | | 01 | 07/31/2009 07/31/2009 07/31/2009 | 110-0086-453.30-52 110-0086-453.30-52 110-0086-453.30-52 | DVD DUPLICATION VIDDLER MONTHLY HOSTING MISC WIRING | 730.00 50.00 82.65 | |
| | | | | | | VENDOR TOTAL * | 862.65 | |
| 0009845 29796 | SYNAGRO CENTRAL 005130 | | 01 | 07/31/2009 | 510-6057-502.30-58 | SLUDGE HAULING/APPLICTN | 7,588.00 | |
| | | | | | | VENDOR TOTAL * | 7,588.00 | |
| 0018067 2009-859 | THE GROUP TRAVEL LEADER INC 005218 | | 01 | 07/31/2009 | 110-0094-454.60-45 | MAGAZINE AD | 1,632.00 | |
| | | | | | | VENDOR TOTAL * | 1,632.00 | |
| 0000528 09-2086 | THOMPSON ELEVATOR INSPECTION SVC 004855 | | 01 | 07/31/2009 | 110-5030-421.30-98 | INSPECTION FEE | 55.00 | |
| | | | | | | VENDOR TOTAL * | 55.00 | |
| 0000533 64038 64142 | TRAFFIC CONTROL & PROTECTION 005015 005200 | | 01 | 07/31/2009 07/31/2009 | 110-6041-432.40-52 110-6041-432.40-52 | SIGNS/POSTS/PAINT ALUMINUM BLANK/VALUSTRAP | 300.00 421.01 | |
| | | | | | | VENDOR TOTAL * | 721.01 | |
| 0000403 6090990 | TRANSCHICAGO TRUCK GROUP AND 004806 | | 01 | 07/31/2009 | 110-6047-512.50-16 | FILTERS | 42.18 | |
| | | | | | | VENDOR TOTAL * | 42.18 | |
| 0003709 190784 | UNIQUE PRODUCTS & SERV CORP 004803 | | 01 | 07/31/2009 | 110-6046-418.40-24 | SUPPLIES | 455.40 | |
| | | | | | | VENDOR TOTAL * | 455.40 | |
| 0005115 | UNIVERSAL TAXI DISPATCH, INC | | | | | | | |

PREPARED 07/27/2009, 10:50:31
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 07/31/2009 CHECK DATE: 08/06/2009

BANK: 01

| VEND NO INVOICE NO | VENDOR NAME VOUCHER NO | P.O. NO | BNK CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT OR HAND-ISSUED AMOUNT | |
|---|--|------------|--|--|---|---|--|---|
| 0005115 4441 4441 | UNIVERSAL TAXI DISPATCH, INC 004872 004873 | | 01 07/31/2009 01 07/31/2009 | 110-0083-443.60-49 110-0083-443.60-19 | SENIOR CITIZEN TAXI SVC DISABLED CITIZEN SVC | 372.30 104.80 | | |
| VENDOR TOTAL * | | | | | | 477.10 | | |
| 0017465 00005A30E3279 00005A30E3289 00005A30E3289 00005A30E3279 | UPS SHIPPER 5A30E3 004728 004868 004869 004729 | | 01 07/31/2009 01 07/31/2009 01 07/31/2009 01 07/31/2009 | 110-2008-413.30-49 110-2008-413.40-98 110-4020-422.30-49 110-5030-421.30-49 | SHIPPING FEES POSTAGE POSTAGE SHIPPING FEES | 5.64 6.00 6.00 5.15 | | |
| VENDOR TOTAL * | | | | | | 22.79 | | |
| 0000550 07/01-07/17/09 | URICK, EUGENIE 005036 | | 01 07/31/2009 | 110-0086-453.30-52 | CATV PROF SVCS | 780.00 | | |
| VENDOR TOTAL * | | | | | | 780.00 | | |
| 0000555 JUNE 2009 JUNE 2009 JUNE 2009 JUNE 2009 JUNE 2009 | VAN SLYKE ENTERPRISES 005108 005112 005109 005110 005111 | | 01 07/23/2009 01 07/23/2009 01 07/23/2009 01 07/23/2009 01 07/23/2009 | 110-3015-414.30-12 110-3015-414.30-12 310-0089-461.30-52 320-0090-462.30-52 325-0092-465.30-12 | CITY PROPERTY PLANNING METRA STATION TIF I TIF II TIF III | CHECK #: CHECK #: CHECK #: CHECK #: CHECK #: | 127338 127338 127338 127338 127338 | 2,316.67 366.66 3,650.00 241.67 33.33 |
| VENDOR TOTAL * | | | | | | 15.00 | 6,608.33 | |
| 0014788 2258265573 | VERIZON WIRELESS 004903 | | 01 07/31/2009 | 110-2008-413.30-98 | MONTHLY SERVICE | 1,505.93 | | |
| VENDOR TOTAL * | | | | | | 1,505.93 | | |
| 0001816 07/23/2009 | WALL STREET JOURNAL 005139 | | 01 07/31/2009 | 110-2006-413.60-51 | SUBSCRIPTION | 363.48 | | |
| VENDOR TOTAL * | | | | | | 363.48 | | |
| 0018037 419 | WANGLER, MARGARET E 004749 | | 01 07/31/2009 | 530-0000-341.50-00 | PARKING PASS REFUND | 15.00 | | |
| VENDOR TOTAL * | | | | | | 15.00 | | |
| 0013079 818686289 | WEST PAYMENT CENTER 004783 | | 01 07/31/2009 | 110-5030-421.40-33 | BOOK/UPDATES | 69.00 | | |
| VENDOR TOTAL * | | | | | | 69.00 | | |
| 0000576 88745 88744 88812 88522 88368 88414 88368.1 88441 | WEST SUBURBAN OP, INC. 005093 005094 005085 004765 004766 004767 004768 004769 | | 01 07/31/2009 01 07/31/2009 01 07/31/2009 01 07/31/2009 01 07/31/2009 01 07/31/2009 01 07/31/2009 01 07/31/2009 | 110-4020-422.40-98 110-4020-422.40-98 110-5030-421.40-33 110-7060-451.40-33 110-7060-451.40-33 110-7060-451.40-33 110-7060-451.60-65 110-7060-451.60-44 | OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES BINDER CLIPS BINDER/MARKERS/ERASER REGISTER BOOK PERMANENT MARKER WHITE CARD STOCK | 22.94 51.27 73.72 3.54 64.04 44.26 12.64 22.98 | | |

PREPARED 07/27/2009, 10:50:31
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 07/31/2009 CHECK DATE: 08/06/2009

BANK: 01

| VEND NO INVOICE NO | VENDOR NAME VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT OR HAND-ISSUED AMOUNT |
|--------------------------|--------------------------------|------------|-----|-------------------|--------------------|--------------------------|-----------------|---------------------------------|
| 0000576 | WEST SUBURBAN OP, INC. | | | | | | | |
| | | | | | | VENDOR TOTAL * | 295.39 | |
| 0004668 | WEST TOWN REFRIGERATION | | | | | | | |
| 182445 | 005196 | 01 | | 07/31/2009 | 110-5030-421.30-98 | MONTHLY MAINT FEE | 500.00 | |
| 182190 | 004856 | 01 | | 07/31/2009 | 110-7060-451.50-01 | HVAC CONDENSOR REPAIR | 732.50 | |
| | | | | | | VENDOR TOTAL * | 1,232.50 | |
| 0005674 | WINKLER'S TREE SERVICE INC | | | | | | | |
| 38656 | 004730 | 01 | | 07/31/2009 | 110-6043-434.30-88 | DED TREE REMOVAL | 22,042.17 | |
| 38657 | 004731 | 01 | | 07/31/2009 | 110-6043-434.30-22 | DED TREE REMOVAL | 5,228.99 | |
| 38748 | 004732 | 01 | | 07/31/2009 | 110-6043-434.30-88 | DED TREE REMOVAL | 17,048.49 | |
| 38796 | 004733 | 01 | | 07/31/2009 | 110-6043-434.30-88 | DED TREE REMOVAL | 777.37 | |
| 38776 | 004734 | 01 | | 07/31/2009 | 110-6043-434.30-91 | DED INJECTION PROGRAM | 5,359.52 | |
| 38804 | 004735 | 01 | | 07/31/2009 | 110-6043-434.30-91 | DED INJECTION PROGRAM | 4,355.04 | |
| 38805 | 004736 | 01 | | 07/31/2009 | 110-6043-434.30-91 | DED INJECTION PROGRAM | 2,022.72 | |
| 38929 | 005088 | 01 | | 07/31/2009 | 110-6043-434.30-88 | PUBLIC DED TREE REMOVAL | 21,011.13 | |
| 38859 | 005089 | 01 | | 07/31/2009 | 110-6043-434.30-88 | NON-DED TREE REMOVAL | 1,468.02 | |
| 38930 | 005090 | 01 | | 07/31/2009 | 110-6043-434.30-22 | PRIVATE DED TREE REMOVAL | 8,793.68 | |
| 38923 | 005091 | 01 | | 07/31/2009 | 110-6043-434.30-91 | DED INJECTION PROGRAM | 14,289.76 | |
| 38922 | 005092 | 01 | | 07/31/2009 | 110-6043-434.30-91 | DED INJECTION PROGRAM | 1,444.80 | |
| | | | | | | VENDOR TOTAL * | 103,841.69 | |
| 0010931 | WORLD FUEL SERVICES | | | | | | | |
| 246849-1 | 004700 | 01 | | 07/31/2009 | 110-6047-512.40-19 | GASOLINE | 15,388.60 | |
| 248799 | 005224 | 01 | | 07/31/2009 | 110-6047-512.40-18 | DIESEL FUEL | 13,708.78 | |
| | | | | | | VENDOR TOTAL * | 29,097.38 | |
| 0016234 | XSPORT FITNESS-NAPERVILLE | | | | | | | |
| 08/09-08/10 | 005183 | 01 | | 07/31/2009 | 110-4020-422.60-98 | MEMBERSHIP | 178.78 | |
| | | | | | | VENDOR TOTAL * | 178.78 | |
| 0000583 | ZEP SALES & SERVICE | | | | | | | |
| 30391057 | 005014 | 01 | | 07/31/2009 | 110-6046-418.40-24 | JANITORIAL SUPPLIES | 171.04 | |
| | | | | | | VENDOR TOTAL * | 171.04 | |
| 0000585 | ZIEBELL WATER SERVICE PRODUCTS | | | | | | | |
| 205142-000 | 005210 | 01 | | 07/31/2009 | 510-6052-501.40-07 | B-BOX REPAIR | 949.00 | |
| | | | | | | VENDOR TOTAL * | 949.00 | |
| 0007113 | 1ST AYD CORP | | | | | | | |
| 399498 | 004965 | 01 | | 07/31/2009 | 110-6041-432.40-98 | OTHER SUPPLIES | 48.56 | |
| 399498 | 004966 | 01 | | 07/31/2009 | 110-6043-434.40-98 | OTHER SUPPLIES | 48.56 | |
| 399498 | 004967 | 01 | | 07/31/2009 | 110-6044-435.40-98 | OTHER SUPPLIES | 48.56 | |
| 399498 | 004970 | 01 | | 07/31/2009 | 110-6047-512.40-24 | OTHER SUPPLIES | 145.68 | |
| 399498 | 004969 | 01 | | 07/31/2009 | 510-6052-501.40-98 | OTHER SUPPLIES | 48.56 | |
| 399498 | 004971 | 01 | | 07/31/2009 | 510-6057-502.40-24 | OTHER SUPPLIES | 145.68 | |
| | | | | | | VENDOR TOTAL * | 485.60 | |

PREPARED 07/27/2009, 10:50:31
PROGRAM: GM339L
CITY OF ELMHURST, ILLINOIS
CITY

EXPENDITURE APPROVAL LIST
AS OF: 07/31/2009 CHECK DATE: 08/06/2009

BANK: 01

| VEND NO | VENDOR NAME | P.O. | BNK CHECK/DUE | ACCOUNT | ITEM | CHECK | EFT OR |
|---------|-------------|------|---------------|-------------------|-------------------------|--------------|--------------|
| INVOICE | VOUCHER | NO | DATE | NO | DESCRIPTION | AMOUNT | HAND-ISSUED |
| NO | NO | | | | | | AMOUNT |
| 0007113 | | | | | | | |
| | | | | | HAND ISSUED TOTAL *** | | 22,935.74 |
| | | | | | TOTAL EXPENDITURES **** | 1,725,450.97 | 22,935.74 |
| | | | | GRAND TOTAL ***** | | | 1,748,386.71 |



CITY OF ELMHURST

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

Epin
PETER "PETE" DICIANNI
MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

July 16, 2009

To: Members of the City Council

Re: Appointment to the Zoning and Planning Commission – Brendan J. Hill

With your advice and consent, I will appoint Mr. Brendan J. Hill (see attached application) to the Zoning and Planning Commission for a term to expire on February 20, 2014. He will be replacing Mr. Jeff T. Ernst whose term expired on February 20, 2009.

Respectfully submitted,


Peter P. DiCianni III
Mayor

PPD/ds
Attachment

Copies To All
Elected Officials

07-16-09
07-30-09

CITY OF ELMHURST APPOINTED OFFICIALS APPLICATION

PLEASE COMPLETE THE FOLLOWING. ATTACH RESUME OR ADDITIONAL SHEETS IF NECESSARY.

NAME: Brendan J. Hill DATE: 6/1/09

ADDRESS: 233 Niagra Avenue, Elmhurst

HOME PHONE: 630-993-9223 BUSINESS PHONE: 847-698-7400

E-MAIL ADDRESS: bhill@nplchicago.com

LENGTH OF RESIDENCY IN ELMHURST: 34 years

EDUCATIONAL BACKGROUND: University of Dayton
Bachelor of Science - Finance
School of Business Administration

EMPLOYMENT FIRM AND POSITION: Nicolson, Porter & List, Inc., Park Ridge, Illinois
Associate

OTHER CIVIC ACTIVITIES: Elmhurst YMCA Volunteer
Elmhurst Baseball League Manager

POSITION APPLIED FOR: Zoning & Planning Commissioner

Why are you interested in serving on this board or commission? Desire to serve the community that

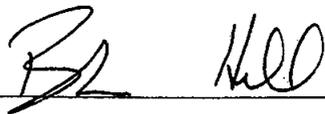
I grew up in and in which I am now raising my children.

What skills would you bring to this position? Level-headed, open minded thinking, real estate

development experience, knowledge of current/past projects in Elmhurst.

Please list any previous city positions you have held, if any: None

Applications will be considered for one year from the date of submittal. If openings become available, would you object to consideration by the Mayor for appointment to a different board or commission? No

SIGNATURE: 

Brendan J. Hill
Associate
Nicolson Porter & List, Inc.

Mr. Brendan J. Hill is an Associate with Nicolson Porter and List (NPL), a highly respected industrial/commercial real estate brokerage, development, management and investment firm located in Park Ridge, IL. Mr. Hill joined NPL in 2004 and has been a licensed real estate professional since 1998. Over the past 11 years he has advised hundreds of clients in connection with the development, acquisition, disposition, leasing and management of industrial, commercial and residential property throughout the Chicago metropolitan area. He is also an equity partner in several industrial/commercial real estate ventures. Mr. Hill graduated in 1994 from the University of Dayton where he earned a Bachelor of Science Degree in Finance from the School of Business Administration. Mr. Hill is an active member of the Association of Industrial Real Estate Brokers (AIRE) and is currently working toward his Certified Commercial Investment Member (CCIM) designation. Mr. Hill is a lifelong resident of Elmhurst, Illinois where he lives with his wife Angela and their five children.

RECEIVED

JUN 18 2009

CITY OF ELMHURST



CITY OF ELMHURST

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

V. Di
PETER "PETE" DICIANNI
MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

July 22, 2009

TO: Mayor DiCianni and Members of the City Council

RE: Bids, 2009 Fire Hydrant and Watermain Valve Repair Program

In response to an invitation to bid for the 2009 Fire Hydrant and Watermain Valve Repair Program advertised in the Elmhurst Press on Friday, July 3, 2009, bids were received from eleven area contractors.

Bids were opened at 10:00 a.m. on Tuesday, July 21, 2009, and following is a summary of the bids received:

| <u>Contractor</u> | <u>Total Cost</u> |
|--|-------------------|
| Kings Point General Cement, Inc. (Bensenville, IL) | \$107,817.00 |
| Mauro Sewer Construction, Inc. (Des Plaines, IL) | \$109,973.00 |
| Suburban General Construction, Inc. (LaGrange Park, IL) | \$124,386.00 |
| Gerardi Sewer and Water Company (Norridge, IL) | \$134,299.00 |
| Brothers Asphalt Paving, Inc. (Addison, IL) | \$148,705.00 |
| Cerniglia Company, Inc. (Melrose Park, IL) | \$149,807.00 |
| Swallow Construction Corporation (Downers Grove, IL) | \$157,000.00 |

Copies To All
Elected Officials

7-30-09

Page 2

TO: Mayor DiCianni and Members of the City Council

RE: **Bids, 2009 Fire Hydrant and Watermain Valve Repair**

| <u>Contractor</u> | <u>Total Cost</u> |
|--|-------------------|
| Riccio Construction Corporation (Palos Park, IL) | \$167,171.00 |
| L.M. Johnson & Sons Services, Inc. (Maple Park, IL) | \$167,800.50 |
| Vian Construction Company, Inc. (Elk Grove Village, IL) | \$170,933.00 |
| Dawn Companies, Inc. (Joliet, IL) | \$192,213.25 |

Respectfully submitted,

Patty Spencer

Patty Spencer
City Clerk



CITY OF ELMHURST

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

UDW
PETER "PETE" DICIANNI
MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

July 21, 2009

TO: Mayor DiCianni and Members of the City Council

RE: **Bids, 2009 Sidewalk Replacement Program**

In response to an invitation to bid for the 2009 Sidewalk Replacement Program advertised in the Elmhurst Press on Friday, June 19, 2009, bids were received from ten area contractors.

Bids were opened at 10:00 a.m. on Tuesday, July 7, 2009, and following is a summary of the bids received:

| <u>Contractor</u> | <u>Total Cost</u> |
|---|-------------------|
| Strada Construction Company. (Addison, IL) | \$70,330.00 |
| G & M Cement Construction (Addison, IL) | \$70,510.00 |
| D'Land Construction, LLC (Bensenville, IL) | \$71,198.00 |
| Acura, Inc. (Bensenville, IL) | \$72,360.00 |
| Lorusso Cement Constructors, Inc. (West Chicago, IL) | \$77,050.00 |
| Kings Point General Cement, Inc. (Bensenville, IL) | \$87,600.00 |
| Schroeder and Schroeder, Inc. (Addison, IL) | \$95,300.00 |
| Copenhaver Concrete, Inc. (Gilberts, IL) | \$98,600.00 |

Copies To All
Elected Officials
7-30-09

Page 2

TO: Mayor DiCianni and Members of the City Council

RE: **Bids, 2009 Sidewalk Replacement Program**

| <u>Contractor</u> | <u>Total Cost</u> |
|---|-------------------|
| Globe Construction, Inc. (Addison, IL) | \$126,400.00 |
| Alliance Contractors, Inc. (Woodstock, IL) | \$166,140.00 |

Respectfully submitted,

Patty Spencer

Patty Spencer
City Clerk



CITY OF ELMHURST

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

P.D.W.
PETER "PETE" DICIANNI
MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

July 27, 2009

TO: Mayor DiCianni and Members of the City Council

RE: 2009 Water Meter Purchase

The Public Works and Buildings Committee met on Monday, July 27, 2009 to discuss the purchase of Automated Meter Reading (AMR) units necessary for new construction, water meter upgrades, replacement of existing water meters AMR units, and to continue our radio AMR system integration project.

The City standard, Neptune Water meters, are purchased directly from Neptune Technologies Corporation and although not competitively bid, receive no intermediary vendor mark-up. The City has standardized purchasing Neptune meters for many years because it is compatible with the current Automatic Meter Reading (AMR) system/equipment, reduces unnecessary inventory supplies, and is a quality tested product. Neptune Technologies has agreed to maintain their pricing for this year's purchase at last year's same level.

City staff has checked with other nearby municipalities to inquire as to their Neptune pricing under term contracts. In all cases, staff found pricing for Elmhurst to be very competitive and inline with other municipalities of similar size.

The current pricing and quantities to be ordered are summarized as follows:

| Quantity | Meter Type | Unit Price | Total Cost |
|----------|---------------|------------|--------------|
| 2250 | R900 AMR Unit | \$82.00 | \$184,500.00 |

cc: P.W. and
Bldg. Comm.

Mayor TPB
Hughie Strachan
7-2309

Copies To All
Elected Officials

7-30-09

Page 2

TO: Mayor DiCianni and Members of the City Council

RE: **2009 Water Meter Purchase**

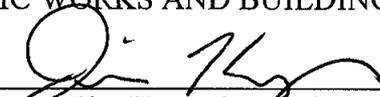
The AMR unit is an outside remote radio frequency device attached for the ease of recording the customer's water consumption. The meter reading is accomplished by simply walking or driving by the customer home and collecting the reads through the radio receiving handheld unit.

Funds have been provided in the 2009/2010 budget, Municipal Utility Fund, account number 510-6052-501-40-68 (Water Meters), in the amount of \$350,000 for the purchase of water meters and AMR units.

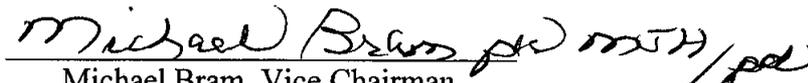
It is, therefore, the recommendation of the Public Works and Buildings Committee that the purchase of AMR units from Neptune Technologies for the 2009/2010 budget year, in a total amount not to exceed \$184,500.00, be accepted and that a resolution be prepared authorizing this purchase.

Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE



Jim Kennedy, Chairman



Michael Bram, Vice Chairman



Pat Shea



Chris Healy



CITY OF ELMHURST

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

VOW
PETER "PETE" DICIANNI
MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

July 27, 2009

TO: Mayor DiCianni and Members of the City Council

RE: 2009 Sidewalk Replacement Program

The Public Works and Buildings Committee met on Monday, July 27, 2009 to review bids for the 2009 Sidewalk Replacement Program. The bids received are summarized on Attachment "A".

The work in general consists of the removal and replacement of existing sidewalk and curb and gutter and the installation of new sidewalk at various locations throughout the City. This is a program where the City is responsible for 100% of the expense to replace hazardous public sidewalk.

Strada Construction Company of Addison, Illinois submitted the lowest responsible bid meeting all of the bidding requirements. Strada's bid was \$70,330.00. Strada Construction Company has completed similar work previously for the City of Park Ridge, the Village of North Riverside and the City of West Chicago. All communities report that the work was completed in a satisfactory manner.

Monies have been provided in the FY 2009/10 budget in the amount of \$ 75,000.00 in account number 110-6041-432-30-70.

cc: P.W. and
Bldg. Comm.

Copies To All
Elected Officials

7-3009

*Mayor TPB
Hughes Strickland
7-23-09*

Page 2

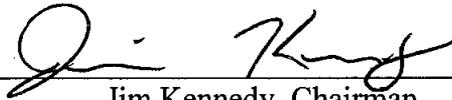
TO: Mayor DiCianni and Members of the City Council

RE: **Bids, 2009 Sidewalk Replacement Program**

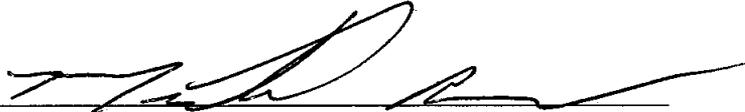
It is, therefore, the recommendation of the Public Works and Buildings Committee that the bid from the lowest responsible bidder, Strada Construction Company, in the amount of \$70,330.00 be accepted and that a resolution be prepared approving this program.

Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE



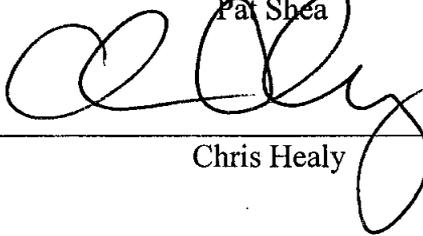
Jim Kennedy, Chairman



Michael Bram, Vice Chairman



Pat Shea



Chris Healy

Attachment 'A'

2009 Sidewalk Replacement Program

| <u>Contractor</u> | <u>Total Cost</u> |
|---|-------------------|
| Strada Construction Company (Addison, IL) | \$ 70,330.00 |
| G & M Cement Construction (Addison, IL) | \$ 70,510.00 |
| D'Land Construction, LLC (Bensenville, IL) | \$ 71,198.00 |
| Acura, Inc. (Bensenville, IL) | \$ 72,360.00 |
| Lorusso Cement Contractors, Inc (West Chicago, IL) | \$ 77,050.00 |
| Kings Point General Cement, Inc. (Bensenville, IL) | \$ 87,600.00 |
| Schroeder and Schroeder, Inc. (Addison, IL) | \$ 95,300.00 |
| Copenhaver Concrete, Inc. (Gilberts, IL) | \$ 98,600.00 |
| Globe Construction, Inc. (Addison, IL) | \$126,400.00 |
| Alliance Contractors, Inc. (Woodstock, IL) | \$166,140.00 |



CITY OF ELMHURST

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

VOW
PETER "PETE" DICIANNI
MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

July 27, 2009

TO: Mayor DiCianni and Members of the City Council

RE: **2009 Fire Hydrant and Watermain Valve Repair Project**

The Public Works and Buildings Committee met on Monday, July 27, 2009 to review bids received for the 2009 Fire Hydrant and Watermain Valve Repair Project. The bids are summarized on Attachment "A".

The work includes the removal and replacement of 14 fire hydrants and 4 water main valves, and related restoration work at various locations throughout the City including work in the Yorkfield area south of Butterfield Road where the City owns the water system.

Kings Point General Cement, Inc. of Bensenville, IL, submitted the lowest responsible bid meeting all of the bidding requirements. Kings Point's bid was \$107,847.00. Kings Point General Cement, Inc has worked for the City in the past and completed similar work for Elmhurst, and other municipalities in a satisfactory manner.

Monies have been provided in the FY 2009/10 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 the lowest responsible bidder, Kings Point General Cement, Inc., in the amount of \$107,847.00, be accepted, and that a resolution be prepared approving this project.

Respectfully Submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE

Jim Kennedy per MSH/pd
Jim Kennedy, Chairman

Michael Bram per MSH/pd
Michael Bram, Vice Chairman

Pat Shea per MSH/pd
Pat Shea

Chris Healy per MSH/pd
Chris Healy

Copies To All
Elected Officials

7-30-09

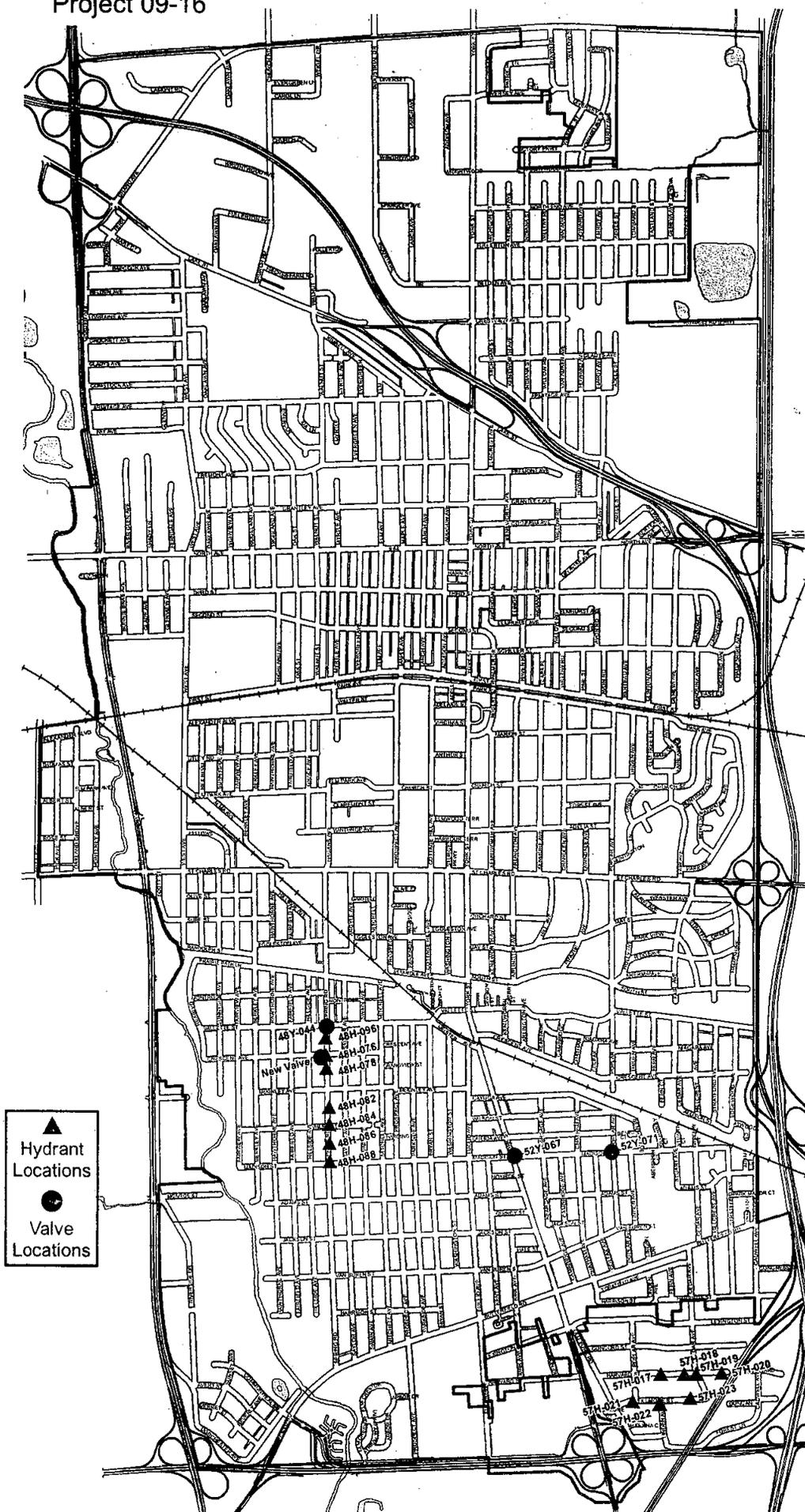
2009 FIRE HYDRANT AND WATERMAIN VALVE REPAIR PROJECT

ATTACHMENT "A"

| <u>Contractor</u> | <u>Total Price</u> |
|---|--------------------|
| Kings Point General Cement, Inc. Bensenville, IL | \$107,847.00 |
| Mauro Sewer Construction, Inc. Des Plaines, IL | \$109,973.00 |
| Suburban General Construction La Grange Park, IL | \$124,386.00 |
| Gerardi Sewer and Water Company Norridge, IL | \$134,299.00 |
| Brothers Asphalt Paving, Inc. Addison, IL | \$148,705.00 |
| Cerniglia Company, Inc. Melrose Park, IL | \$149,807.00 |
| Swallow Construction Corporation Downers Grove, IL | \$157,000.00 |
| Riccio Construction Corporation Palos Park, IL | \$167,171.00 |
| L.M. Johnson & Sons Services Maple Park, IL | \$167,800.50 |
| Vian Construction Co., Inc. Elk Grove Village, IL | \$170,933.00 |
| Dawn Companies, Inc. Joliet, IL | \$192,213.25 |

Fire Hydrant and Watermain Valve Repair Program

Project 09-16





CITY OF ELMHURST

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

PDW
PETER "PETE" DICIANNI
MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

July 27, 2009

TO: Mayor DiCianni and Members of the City Council

RE: **Fuel Island Management and Inventory System Purchase**

The Public Works and Buildings Committee met on Monday, July 27, 2009 to discuss the purchase of a Fuel Island Management and Inventory System. This is an automated system used to capture the quantity of fuel dispensed, vehicle and equipment I.D., driver I.D. odometer reading, time and date of transaction, type of product dispensed and department usage. This system is also used for billing the Park District and School District 205 for fuel supplied from the Public Works fuel island.

A Request for Proposals (RFP) was sent to four (4) qualified vendors which are listed as follows:

| <u>Vendor</u> | <u>Total Price</u> |
|-------------------------------------|--------------------|
| Accurate Tank of N. Aurora, IL | \$25,376.00 |
| Trax Engineering of Tallahassee, FL | \$35,100.00 |
| Fuel Force of Princeton, NJ | Declined |
| Superior Petroleum of Wheaton, IL | Declined |

In accordance with the City of Elmhurst and Elmhurst Park District Intergovernmental Agreement, the Park District will pay 25 percent (\$6,344.00) of the price of the installation of the fuel island management and inventory system.

The bid includes the provision of a manual entry fueling system similar to what the City has today, with current software and hardware. It also includes a fully automated RFID system which automatically activates the appropriate dispenser and records information such as mileage, hours of use, and engine trouble items. This includes the reader at the pump and 30 Smart Tag units which are to be installed in police and fire vehicles.

The RFP requested vendors to supply and install a complete Automated Fuel Management System that will control and record the individual dispensing of fuel and provide accurate and timely equipment data while accounting for all the fuel that is dispensed. The vendor is to supply all necessary computer hardware/software for interface with City's vehicle management system.

As part of the RFP, demonstrations of the proposed system and site reviews were performed at the Public Works Garage. Various tasks were demonstrated in order to see how well each vendor's system performed. The demonstrations allowed staff to evaluate each unit's performance in terms of operation; data stream transfer, data storage and durability while operating under outside environmental conditions.

Copies To All
Elected Officials
7-30-09

Page 2

TO: Mayor DiCianni and Members of the City Council
RE: Fuel Island Management and Inventory Systems Purchase

After all the demonstrations were completed a final selection was made. City staff found the Fuel Master System with Aim 2 technology from Accurate Tank of North Aurora, IL, the best selection. The performance of the Fuel Master System was superior. The City currently has a Petrovend System which was purchased 15 years ago, the software and hardware for this system is no-longer supported.

Funds have been provided in the FY2009/2010 under account 110-6047-512-80-98, in the amount of \$32,000 for the purchase of this system.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the proposal from Accurate Tank of North Aurora, Illinois for the Fuel Master System with Aim 2 technology be accepted in the amount of \$25,376.00 and that a resolution be drafted approving this purchase.

Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE

Jim Kennedy per M.J.H./EKNDW
Jim Kennedy, Chairman

Michael Bram per M.J.H./EKNDW
Michael Bram, Vice Chairman

Pat Shea per M.J.H./EKNDW
Pat Shea

Chris Healy per M.J.H./EKNDW
Chris Healy



CITY OF ELMHURST

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

VOW
PETER "PETE" DICIANNI
MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

July 27, 2009

To: Mayor DiCianni and Members of the City Council

Re: **Liquor License Request: Finn McCool's**

The Public Affairs and Safety Committee met on July 27, 2009 to discuss the liquor license request by Finn McCool's. A representative from Finn McCool's was present to explain their business plan and answer the Committee's questions.

Finn McCool's will be located at 122 S. York Street; they will be an Irish Pub themed food and drink establishment including a fenced beer garden and private party facilities. Finn McCool's will feature sports viewing, serving lunch and dinner of reasonably priced appetizers, burgers, soups, salads and sandwiches, with daily specials. Food will be available for take-out as well as dine-in. The hours of operation will be 11:00 a.m. to 12:45 a.m. (the next day) Sunday through Thursday and 11:00 a.m. to 1:45 a.m. (the next day) Friday and Saturday. The sale of alcohol will start at 12:00 noon on Sundays. On various nights they will feature DJ's, karaoke or live acoustical bands. The goal will be to create a relaxing and fun atmosphere for Elmhurst to enjoy.

There are currently three Finn McCool's operating in Schaumburg, Crystal Lake and downtown Chicago. They have been well received by all of the communities and are very successful. The Elmhurst location will employ a staff of approximately 50 people.

All state and local laws and ordinances will be enforced and followed. The floor and business plans has been reviewed and the Committee agreed with all aspects of the business plan and concurred that a Class "RL" liquor license would be appropriate.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Attorney be authorized to prepare the appropriate ordinance to provide the availability of a Class "RL" liquor license for Finn McCool's.

Respectfully submitted,
Public Affairs and Safety Committee

[Signature]
Patrick Wagner, Chairman

[Signature]

Chris Nybo, Vice Chairman

[Signature]
Paula Pezza

Agenda/pa&s/2009 Reports/Liquor Licence for Finn McCools

**PUBLIC AFFAIRS &
SAFETY COMMITTEE**

Copies To All
Elected Officials
7-30-09

*Mayor TPB ATTY
1 copy Newbauer Spencer
7-23-09*



ALA CARTE ENTERTAINMENT

CORPORATE OFFICES

2330 HAMMOND DR. SUITE G
SCHAUMBURG, IL 60173
TEL: (847) 303-4400 FAX: (847) 303-0112

ALUMNI CLUB

1 E. ALGONQUIN RD, SCHAUMBURG, IL 60173
TEL: (847) 397-3100 FAX: (847) 397-3259

CADILLAC RANCH

1175 W. LAKE ST, BARTLETT, IL 60103
TEL: (630) 830-7200 FAX: (630) 830-7297

CELTIC CROWN

4301 N. WESTERN BLVD, CHICAGO, IL 60618
TEL: (773) 588-1110 FAX: (773) 588-1115

CHANDLER'S

101 N. ROSELLER RD, SCHAUMBURG, IL 60194
TEL: (847) 885-9009 FAX: (847) 490-8789
BANQUETS: (847) 490-7074

CRYSTAL'S PARTY BAR

800 S. ROUTE 31, CRYSTAL LAKE, IL 60014
TEL: (815) 356-6000 FAX: (815) 356-8840

ICK'S RIVER ROADHOUSE

02 N. RIVER RD, MOUNT PROSPECT, IL 60056
TEL: (847) 298-7200 FAX: (847) 298-7210

EXCALIBUR

632 N. DEARBORN ST, CHICAGO, IL 60654
TEL: (312) 266-1944 FAX: (312) 266-8591
BANQUETS: (312) 337-3836

**FAMOUS FREDDIE'S
ROADHOUSE**

510 S. PARK AVE, FOX LAKE, IL 60020
TEL: (847) 587-8677 FAX: (847) 587-5683

**FINN McCOOL'S
IRISH SPORTS PUB
TWO LOCATIONS**

72 N. WILLIAMS ST, CRYSTAL LAKE, IL 60014
TEL: (815) 356-1155 FAX: (815) 356-5101

41 E. ALGONQUIN RD, SCHAUMBURG, IL 60173
TEL: (847) 303-5100 FAX: (847) 303-5200

FINN McCOOL'S & THE LOFT

15 W. DIVISION ST, CHICAGO, IL 60610
TEL: (312) 337-4349 FAX: (312) 337-0667

THE FULL SHILLING

3724 N. CLARK ST, CHICAGO, IL 60613
TEL: (773) 248-3330 FAX: (773) 248-5091

THE LEG ROOM

7 W. DIVISION ST, CHICAGO, IL 60610
TEL: (312) 337-2583 FAX: (312) 787-9721

**THE LION HEAD PUB &
THE APARTMENT**

2251 N. LINCOLN AVE, CHICAGO, IL 60614
TEL: (773) 348-5100 FAX: (773) 348-1186

THE ROCKHOUSE

2624 N. LINCOLN AVE, CHICAGO, IL 60614
TEL: (773) 871-0205 FAX: (773) 529-6442

**METRO DELI & CAFÉ
INSIDE UNION STATION**

CANAL & ADAMS ST, CHICAGO, IL 60606
TEL: (312) 655-0600 FAX: (312) 655-8646

MORETTI'S

SEVEN LOCATIONS

1175 W. LAKE ST, BARTLETT, IL 60103
TEL: (630) 837-4992 FAX: (630) 830-7297
MORETTI'S FOR BANQUETS: (630) 830-3900

6727 N. OLMSTED, CHICAGO, IL 60631
TEL: (773) 631-1223 FAX: (773) 631-1205

164 S. ROUTE 12, FOX LAKE, IL 60020
TEL: (847) 973-1800 FAX: (847) 973-9822

1893 WALDEN OFFICE SQUARE
SCHAUMBURG, IL 60173
TEL: (847) 397-4200 FAX: (847) 397-0249

1645 W. JACKSON ST, CHICAGO, IL 60612
TEL: (312) 850-0208 FAX: (312) 850-0153

39 S. BUSSE RD, MOUNT PROSPECT, IL 60056
TEL: (847) 593-2200 FAX: (847) 593-1486

1 N. RANDALL RD, LAKE IN THE HILLS, IL 60156
TEL: (847) 854-7220 FAX: (847) 854-4130

SNUG HARBOR

801 N. RIVER RD, McHENRY, IL 60050
TEL: (815) 578-9600 FAX: (815) 578-9601

SNUGGERY

INSIDE UNION STATION

CANAL & ADAMS ST, CHICAGO, IL 60606
TEL: (312) 441-9334 FAX: (312) 441-9366

VISION

632 N. DEARBORN ST, CHICAGO, IL 60654

July 22, 2009

Honorable Mayor DiCianni
City of Elmhurst
209 N. York Street
Elmhurst, IL 60126

Dear Mayor DiCianni,

My company, Ala Carte Entertainment, would like to expand to Elmhurst. I would like to formally request your approval of a class RL liquor license for my new venture "Finn McCool's" located at 122 S. York Street.

My plans include an Irish Pub themed food and drink establishment including a fenced beer garden and private party facilities. We will be featuring sports viewing, serving lunch and dinner, between the hours of 11:00 am to 12:45 am Sunday through Thursday and 11:00 am to 1:45 am Friday and Saturday, the sale of alcohol will start at 12:00 noon on Sunday's. On various nights we will feature Dj's, karaoke or a live acoustical band. The goal of Finn McCool's will be to create a relaxing and fun atmosphere for the community of Elmhurst to enjoy. I expect to employ a staff of approximately 50.

There are currently three Finn McCool's operating, in Schaumburg, Crystal Lake and downtown Chicago. They have been well received by all the communities and are very successful.

The menu will consist of reasonably priced casual favorites, such as steaks, burgers, sandwiches, salads and daily specials. Food will be available for take-out as well as dine-in.

Thank you for considering my request. I am at your disposal to personally meet regarding my request and look forward to being an asset to your fine City of Elmhurst.

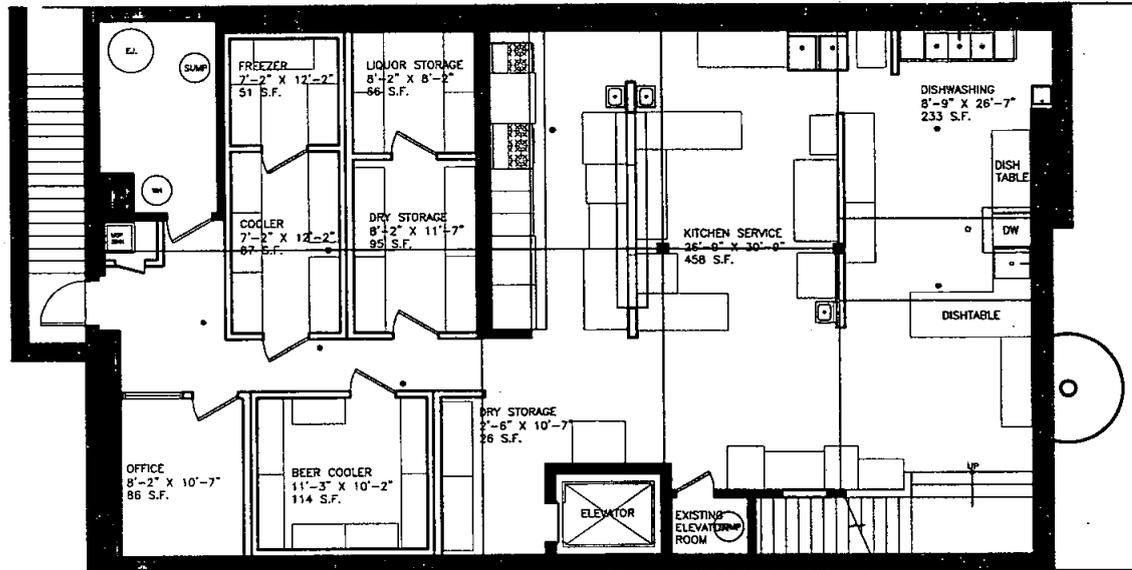
Sincerely,

Fred R. Hoffmann
President
Ala Carte Entertainment

PROPOSED
RENOVATION OF:

**FINN MCCOOL'S
IRISH PUB**

122 S YORK STREET
ELMHURST, ILLINOIS 60126



1 PROPOSED LOWER LEVEL PLAN
SCALE: 1/8" = 1'-0"



architecture

135 S. Palmer Drive, Suite 200
Elmhurst, Illinois 60126
Tel: 630-279-9900 - Fax: 630-279-6991

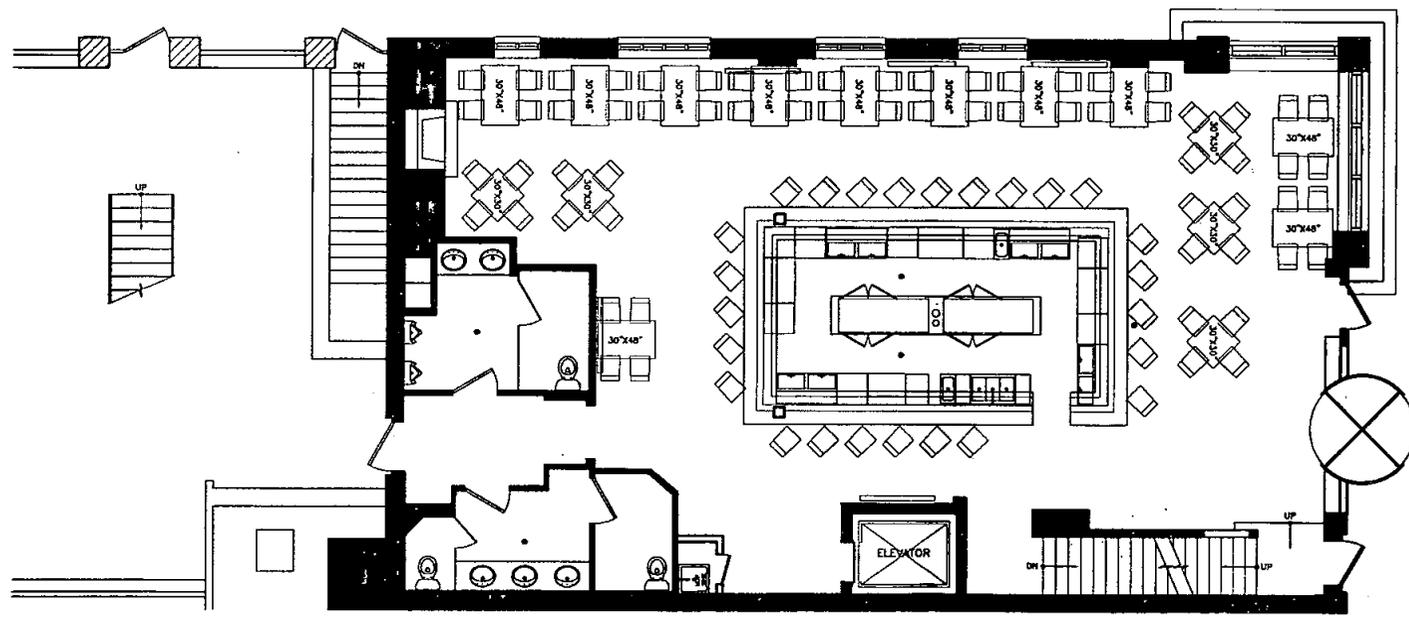
SHEET NO:

A10

PROPOSED
RENOVATION OF:

**FINN MCCOOL'S
IRISH PUB**

122 S YORK STREET
ELMHURST, ILLINOIS 60126



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



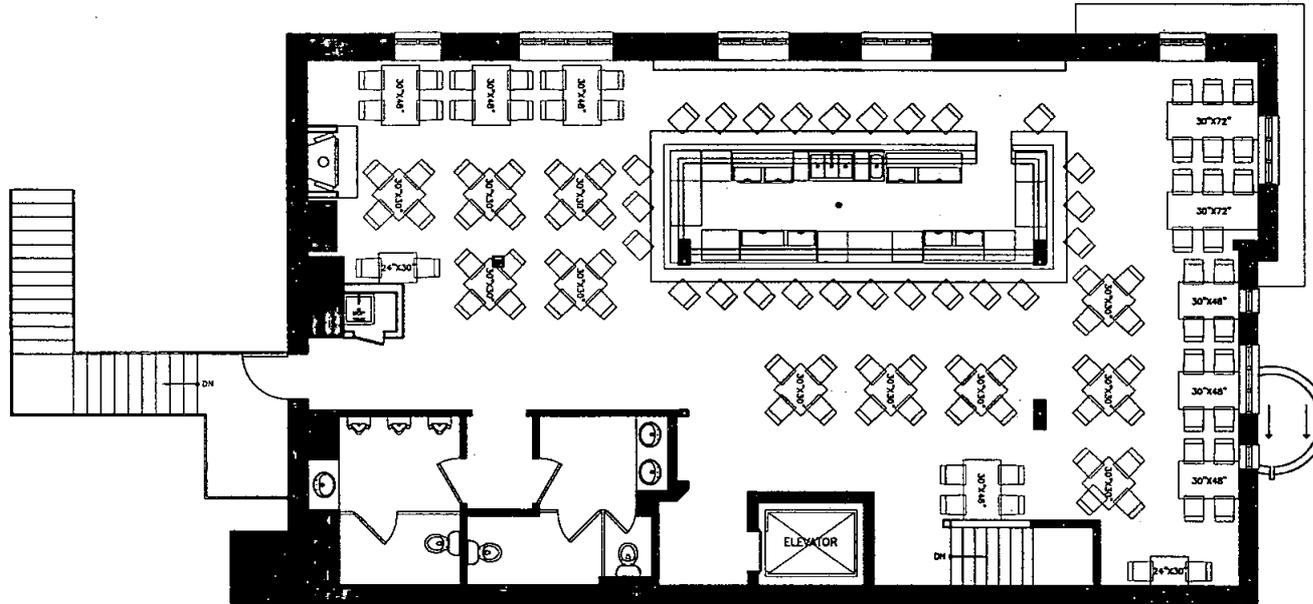
architecture

135 S. Palmer Drive, Suite 210
Elmhurst, Illinois 60126
Tel: 630-279-0930 - Fax: 630-279-6997

SHEET NO:

A11

PROPOSED
RENOVATION OF:
**FINN MCCOOL'S
IRISH PUB**
122 S YORK STREET
ELMHURST, ILLINOIS 60128



1 PROPOSED SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"



135 S. Palmer Drive, Suite 200
Elmhurst, Illinois 60128
Tel: 630-279-8890 - Fax: 630-279-8891

SHEET NO:

A12

steak burgers

All steak burgers served with coleslaw, fries or homemade potato chips.

finn McCools Steak Burger Bill of Rights

1. You have the right to eat meat, never frozen, hand formed, cooked to order on a bun.
2. You have the right to a minimum burger weight of at least a 1/2 lb.
3. You have the right to order your burger "any" but you have no responsibility for your strange behavior.

PHATTY MELT

Premium burger nestled in between two thin grilled cheese sandwiches on rye with extra wide bacon, lettuce and tomato on the side. 7.50

PEPPER JACK BURGER

Topped with hot sauce, pepper Jack cheese, pico de gallo and jalapeños. 6.99

ST. PATTY MELT

Premium patty on grilled rye bread with butter grilled onions and choice of cheese. 6.79

CLASSIC STEAK BURGER

Premium patty on our classic bun with your choice of cheese, lettuce, tomato and pickle chips. 6.29
Add .60 for grilled-in-butter onions, mushrooms, bacon or extra cheese.

HICKORY BURGER

With bacon, Cheddar, BBQ sauce, crisp onion straws, lettuce, tomato, pickles and ranch dressing. 7.29

"BLACK & BLEU" BURGER

Blackened patty with bleu cheese melted on top with lettuce, tomato, onion straws and pickle chips. 7.29

SIRLOIN SLIDERS

Topped with American cheese and pickles. 6.99

daily specials

(Dine-In Only)

MONDAY

STUFFED STEAK BURGER

Premium ground Angus chuck stuffed with Cheddar and pepper Jack cheese, topped with pickled jalapeños on a bun with lettuce, tomato, pickle chips and fries. 6.99

WEDNESDAY

CHICKEN TENDER BASKET

Chicken tenders with fries and coleslaw. Available Harp battered with honey mustard or Buffalo style with bleu cheese dressing. 5.99

FRIDAY

LAKE PERCH FISH FRY

Lake perch fried golden crisp with coleslaw, fries, tartar sauce and lemon. 9.99

finn's favorites

Cup of soup or salad add 1.99

POT ROAST & VEGETABLES

Fork tender pot roast with red boiled potatoes, carrots, celery, pan sauce and rye bread. 9.49

SKIRT STEAK DINNER

Center cut skirt steak topped with mushrooms and au jus with mashed potatoes and garlic bread. 12.99

SHRIMP & CHIPS

6 hand breaded jumbo shrimp with fries, coleslaw and lemon with cocktail sauce. 7.99

CHICKEN & BISCUITS

All white meat chicken simmered in a creamy chicken gravy with celery, carrots, peas and fresh baked buttermilk biscuits. 8.49

Mrs. McCOOL'S BONELESS COUNTRY FRIED CHICKEN DINNER

Flaky crust, all white chicken, mashed potatoes and chicken gravy with corn kernels, coleslaw and a biscuit. 8.99

CHICKEN MADEIRA

Chicken tenderloins sautéed with Madeira wine, mushrooms and onions baked with Swiss cheese and served with mashed potatoes. 9.99

LAKE PERCH FISH FRY

Lake perch fried golden crisp with coleslaw, fries, tartar sauce and lemon. 10.99

ANYTIME BREAKFAST PLATTER

3 eggs cooked any way with double wide bacon, home style potatoes and toast. Available anytime for 5.99

STEAK & EGGS

2 eggs cooked any way with skirt steak, cooked-to-order, home style potatoes and toast. 8.99

SATURDAY

Mrs. McCOOL'S BONELESS COUNTRY FRIED CHICKEN DINNER

Flaky crust, all white chicken, mashed potatoes and chicken gravy with corn kernels, coleslaw and a biscuit. 6.99

SUNDAY

SHRIMP & CHIPS

6 hand breaded jumbo shrimp with fries, coleslaw and lemon with cocktail sauce. 6.99

appetizers

HARP BATTERED CHICKEN TENDERS

Served with a honey mustard dipping sauce. 5.99

IRISH CHIPS

Homemade cottage fries with hot Cheddar bacon dipping sauce. 4.50

PRETZEL STICKS

Soft pretzel sticks brushed with butter and coarse salt baked and served with honey mustard and Cheddar cheese sauce. 4.99

FINN'S SHRIMP

Hand breaded shrimp fried crisp and served with cocktail sauce and lemon. .99 each (min. 4)

ONACHOS

Fresh tortilla chips topped with firehouse chili, Cheddar cheese, pico de gallo, shredded lettuce, pickled jalapeños and sour cream. 7.99

TENDERSWEET FRIED CLAMS

Served with tartar sauce and lemon. 6.99

PARMESAN CRUSTED ZUCCHINI

Fresh zucchini spears hand breaded lightly, fried and tossed with Parmesan cheese and garlic served with a side of ranch dressing. 5.99

COCONUT ONION TOWER

Sweet coconut onion rings crispy fried and piled high served with sweet chili sauce. 4.99

SKIRT STEAK ON A STICK

Brushed with a teriyaki glaze on a bed of crisp onions. 6.99

BUFFALO STYLE CHICKEN FINGERS

Served with carrot and celery sticks with bleu cheese dressing. 6.49 (Available without sauce)

JUMBO BUFFALO WINGS

Available hot, mild or extra spicy. 6.49

WONTON WRAPPED MOZZARELLA STICKS

Wisconsin mozzarella, crispy on the outside and stringy on the inside. Served with marinara. 5.99

FINN'S FAVORITES

Grilled Skirt Steak On A Stick, Finn's Shrimp, Irish Chips, Parmesan Zucchini and Wings. Enough for a party!

12.99

sandwiches

All sandwiches served with dill pickle chips and choice of fries, coleslaw or homemade potato chips.

GRILLED REUBEN

Hot corned beef on grilled rye with Swiss, Thousand Island and sauerkraut. 8.99 Corned Beef on Rye 7.99

STEAK AVOCADO WRAP

Grilled skirt steak, melted Cheddar and Jack cheese, pico de gallo, chopped lettuce and cilantro ranch in a wrap. 8.49

HEARTLAND CHICKEN SALAD

All white meat chicken salad on toasted 7-grain bread with lettuce and tomato. 6.99

BIG COUNTRY B.L.T.

Extra wide thick brown sugar bacon on thick toast with beefsteak tomato and black pepper mayonnaise. 6.99

SHORT RIB CHEDDAR DIP

Grilled Cheddar on white bread loaded with fork tender boneless beef short ribs with a side of au jus. 7.99

CHICKEN COBB ON FLAT BREAD SANDWICH

Chicken breast, avocado, bleu cheese, bacon, tomato, lettuce and cilantro ranch on grilled flat bread. 7.99

CRISPY CHICKEN

With peppered mayo and pickle chips available Buffalo style. 6.99

SHARON'S WRAP

Avocado, baby spinach, warmed goat cheese, roasted red pepper, cucumber, tomatoes and Balsamic dressing in a spinach tortilla. 7.49

TURKEY SANDWICH

99% Fat free turkey breast, peppered mayo, crisp leaf lettuce and tomato on 7-grain wheat bread. 6.99

SKIRT STEAK SANDWICH

Center cut skirt steak on a toasted steak roll with lettuce and tomato. 9.99 Try it with mushrooms or melted cheese!

INSIDE OUT GRILLED CHEESE

White bread grilled with Asiago cheese on the outside with chicken salad, lettuce and tomato on the inside. 7.50

BLACKENED CHICKEN ON FLAT BREAD

Blackened chicken and pepper Jack cheese on warm flat bread with avocado, pico de gallo, shredded lettuce and cilantro ranch. 7.99

soup & salads

CHICAGO FIREHOUSE CHILI OR HOMEMADE SOUP O' THE DAY.

Cup 1.99 or Bowl 2.99

SOUP + HALF A SANDWICH

Homemade cup of soup or chili with your choice of half corned beef, turkey or chicken salad sandwich. 6.99

BAKED GOAT CHEESE SALAD

Candied walnuts, crusted goat cheese on mixed greens with warm pita crisps, roasted red pepper, marinated red onion and cucumber with balsamic vinaigrette. 7.99

FINN'S SKIRT STEAK SALAD

Grilled skirt steak, mixed lettuce, corn, tortilla strips, avocado, pico de gallo, egg and pepper Jack cheese with cilantro ranch dressing. 9.99

CHOPPED SALAD

A whirlwind of chopped lettuce mixed with creamy lemon basil dressing with sliced mushrooms, hearts of palm, egg, bacon, bleu cheese, croutons and red onion topped with an onion haystack. 7.99 With chicken breast add 2.00

GRILLED CHICKEN TAVERN SALAD

Mixed lettuce topped with grilled chicken, shredded Cheddar and Jack cheese, bacon, cucumber, tomato, egg halves and roasted peppers with cilantro ranch dressing. 7.99

DINNER SALAD

Thousand Island Dressing, Balsamic Vinaigrette or Blue Cheese 1.00



ALA CARTE ENTERTAINMENT

CORPORATE OFFICES

2330 HAMMOND DR. SUITE G
SCHAUMBURG, IL 60173
TEL: (847) 303-4400 FAX: (847) 303-0112

ALUMNI CLUB

71 E. ALGONQUIN RD, SCHAUMBURG, IL 60173
TEL: (847) 397-3100 FAX: (847) 397-3259

CADILLAC RANCH

1175 W. LAKE ST, BARTLETT, IL 60103
TEL: (630) 830-7200 FAX: (630) 830-7297

CELTIC CROWN

4301 N. WESTERN BLVD, CHICAGO, IL 60618
TEL: (773) 588-1110 FAX: (773) 588-1115

CHANDLER'S

401 N. ROSELLE RD, SCHAUMBURG, IL 60194
TEL: (847) 885-9009 FAX: (847) 490-8789
BANQUETS: (847) 490-7074

CRYSTAL'S PARTY BAR

800 S. ROUTE 31, CRYSTAL LAKE, IL 60014
TEL: (815) 355-6000 FAX: (815) 356-8840

HICK'S RIVER ROADHOUSE

102 N. RIVER RD, MOUNT PROSPECT, IL 60056
TEL: (847) 298-7200 FAX: (847) 298-7210

EXCALIBUR

632 N. DEARBORN ST, CHICAGO, IL 60654
TEL: (312) 266-1944 FAX: (312) 266-8591
BANQUETS: (312) 337-3836

**FAMOUS FREDDIE'S
ROADHOUSE**

510 S. PARK AVE, FOX LAKE, IL 60020
TEL: (847) 587-9677 FAX: (847) 587-5683

**FINN McCOOL'S
IRISH SPORTS PUB
TWO LOCATIONS**

72 N. WILLIAMS ST, CRYSTAL LAKE, IL 60014
TEL: (815) 356-1155 FAX: (815) 358-5101

341 E. ALGONQUIN RD, SCHAUMBURG, IL 60173
TEL: (847) 303-5100 FAX: (847) 303-6200

FINN McCOOL'S & THE LOFT

15 W. DIVISION ST, CHICAGO, IL 60610
TEL: (312) 337-4349 FAX: (312) 337-0667

THE FULL SHILLING

3724 N. CLARK ST, CHICAGO, IL 60613
TEL: (773) 248-3330 FAX: (773) 248-5091

THE LEG ROOM

7 W. DIVISION ST, CHICAGO, IL 60610
TEL: (312) 337-2583 FAX: (312) 787-9721

**THE LION HEAD PUB &
THE APARTMENT**

2251 N. LINCOLN AVE, CHICAGO, IL 60614
TEL: (773) 348-5100 FAX: (773) 348-1186

THE ROCKHOUSE

2624 N. LINCOLN AVE, CHICAGO, IL 60614
TEL: (773) 871-0205 FAX: (773) 529-6442

METRO DELI & CAFÉ

INSIDE UNION STATION
CANAL & ADAMS ST, CHICAGO, IL 60606
TEL: (312) 655-0600 FAX: (312) 655-8646

MORETTI'S

SEVEN LOCATIONS

1175 W. LAKE ST, BARTLETT, IL 60103
TEL: (630) 837-4992 FAX: (630) 830-7297
MORETTI'S FOR BANQUETS: (630) 830-3900

6727 N. DLMSTED, CHICAGO, IL 60631
TEL: (773) 631-1223 FAX: (773) 631-1205

164 S. ROUTE 12, FOX LAKE, IL 60020
TEL: (847) 973-1600 FAX: (847) 973-9622

1893 WALDEN OFFICE SQUARE
SCHAUMBURG, IL 60173
TEL: (847) 397-4200 FAX: (847) 397-0249

1845 W. JACKSON ST, CHICAGO, IL 60612
TEL: (312) 850-0208 FAX: (312) 850-0153

99 S. BLISSERD, MOUNT PROSPECT, IL 60056
TEL: (847) 593-2200 FAX: (847) 593-1486

J N. RANDALL RD, LAKE IN THE HILLS, IL 60156
TEL: (847) 854-7220 FAX: (847) 854-4130

SNUG HARBOR

801 N. RIVER RD, McHENRY, IL 60050
TEL: (815) 578-9600 FAX: (815) 578-8601

SNUGGERY

INSIDE UNION STATION
CANAL & ADAMS ST, CHICAGO, IL 60606
TEL: (312) 441-9334 FAX: (312) 441-9366

VISION

632 N. DEARBORN ST, CHICAGO, IL 60654
TEL: (312) 266-1944 FAX: (312) 266-8591

July 22, 2009

Liquor Commissioner
City of Elmhurst
209 N. York Street
Elmhurst, Il 60126

Dear Liquor Commissioner,

I am applying for a liquor license for new venture Finn McCool's at 122 S. York Rd. My plans include a beer garden which would be an extension of the Pub featuring the same food and beverage service. The garden will be fenced in and patrons will enter the garden through the Pub.

Thank you for considering my request.

Sincerely,

Fred R. Hoffmann
President
Ala Carte Entertainment



CITY OF ELMHURST

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

VOW
PETER "PETE" DICIANNI
MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

July 27, 2009

To: Mayor DiCianni and Members of the City Council

Re: **Melrose Avenue – North Avenue to Willow Road
Parking Restrictions**

The Public Affairs and Safety Committee met on July 27, 2009 to discuss a request from the area residents to prohibit parking on the north side of Melrose Avenue, from North Avenue to Willow Road during drop-off and pick-up periods at Field School. Neighborhood concerns include difficulty with driveway access, street congestion, and issues with school bus and emergency vehicle access.

Survey results show 67% indicate support to restrict parking on the north side of Melrose Avenue, from North Avenue to Willow Road during drop-off and pick-up periods at Field School.

It is therefore, the recommendation of the Public Affairs and Safety Committee that the appropriate ordinance be drafted and adopted by the City Council to restrict parking on the north side of Melrose Avenue, from North Avenue to Willow Road during drop-off and pick-up periods at Field School.

Respectfully submitted,
Public Affairs and Safety Committee

Patrick Wagner, Chairman

Chris Nybo, Vice Chairman

Paula Pezza

**PUBLIC AFFAIRS &
SAFETY COMMITTEE**

Mayor TDB Ally
Kopp Naudauer Spencer
7-23-09



CITY OF ELMHURST

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

W.D.W.
PETER "PETE" DICIANNI
MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

July 27, 2009

To: Mayor DiCianni and members of the City Council

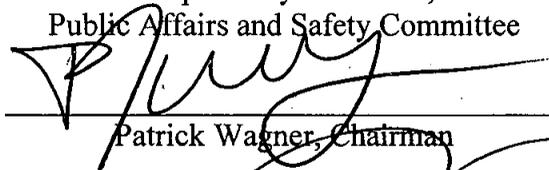
Re: **Hillside Avenue – Eldridge Park to Van Buren Street
Parking Restrictions**

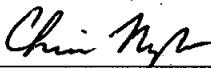
The Public Affairs and Safety Committee met on July 27, 2009 to discuss a request from the area residents to prohibit parking at all times on the west side of Hillside Avenue from Eldridge Park to Van Buren Street. The request is in response to the parking situation created by the use of Eldridge Park during various sporting events.

Survey results show 88% indicate support to prohibit parking on the west side of Hillside Avenue from Eldridge Park to Van Buren Street.

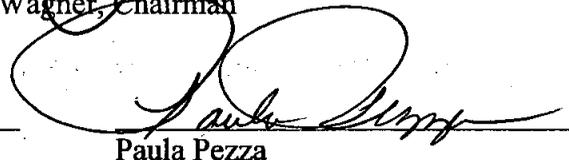
It is therefore, the recommendation of the Public Affairs and Safety Committee that the appropriate ordinance be drafted and adopted by the City Council to restrict parking on the west side of Hillside Avenue from Eldridge Park to Van Buren.

Respectfully submitted,
Public Affairs and Safety Committee


Patrick Wagner, Chairman



Chris Nybo, Vice Chairman


Paula Pezza

**PUBLIC AFFAIRS &
SAFETY COMMITTEE**

*Mayor TPB A City
Cory Henderson
Spencer
7-23-09*

Copies To All
Elected Officials
7-30-09



CITY OF ELMHURST

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

WOW
PETER "PETE" DICIANNI
MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

July 27, 2009

To: Mayor DiCianni and Members of the City Council

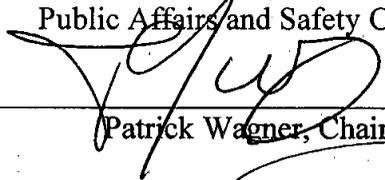
Re: **Howard Avenue – North of Melrose Avenue
Parking Restrictions**

The Public Affairs and Safety Committee met on July 27, 2009 to discuss a request from the area residents to prohibit parking on both sides of Howard Avenue – north of Melrose Avenue during drop-off and pick up periods at Field School. Neighborhood concerns include difficulty with driveway access, street congestion, and issues with school bus and emergency vehicle access.

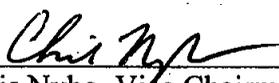
Survey results show 67% indicate support to restrict parking on both sides of Howard Avenue – north of Melrose Avenue during drop-off and pick-up periods at Field School.

It is therefore, the recommendation of the Public Affairs and Safety Committee that the appropriate ordinance be drafted and adopted by the City Council to restrict parking on both sides of Howard Avenue – north of Melrose Avenue during drop-off and pick up periods at Field School.

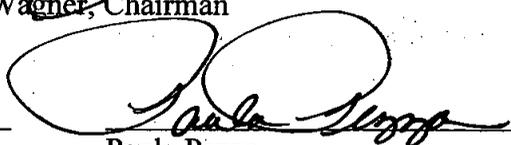
Respectfully submitted,
Public Affairs and Safety Committee



Patrick Wagner, Chairman



Chris Nybo, Vice Chairman



Paula Pezza

**PUBLIC AFFAIRS &
SAFETY COMMITTEE**

Copies To All
Elected Officials
7-30-09

*Mayor TPB ATU
Koff Neubauer Spencer
7-23-09*



CITY OF ELMHURST

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

VOW
PETER "PETE" DICIANNI
MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

June 23, 2009

To: Mayor DiCianni and Members of the City Council

Re: Water and Sewer Rates for Elmhurst Residents on Wrightwood Avenue

The Finance, Council Affairs and Administrative Services Committee met twice, most recently June 22, 2009, to consider the referral from Alderman Bram to review water and sewer rates for Elmhurst residents on Wrightwood Avenue.

In 1990, a voluntary annexation petition was filed with the City of Elmhurst for seven parcels of land on the north side of Wrightwood Avenue (277-301 E. Wrightwood Avenue), which were located in unincorporated Country Club Highlands, abutting the City's northeast corner. The attorney for the property owners stated in documents submitted to the City that the owners recognized that they would be serviced by Citizens Utility (now Illinois American Water Company) for water and sewer. The committee report recommending the voluntary annexation, which was approved August 6, 1990, also stated that these properties are serviced by Citizens Utility for water and sewer. The annexation ordinance O-01-91 was approved by the City Council on February 19, 1991.

Illinois American Water Company (IAWC) provides water distribution and wastewater collection services for several Facility Planning Areas (FPA) in Illinois, including the FPA commonly known as Country Club Highlands, which includes the properties on Wrightwood Avenue. The City has two contracts with IAWC with regard to the Country Club Highlands FPA. One contract is a wheeling agreement to "wheel" Lake Michigan water from DuPage Water Commission through Elmhurst to IAWC's water pumping station for the Country Club Highlands area. The second contract is for wastewater treatment. The IAWC infrastructure collects wastewater and delivers it through a metering station to the City's sewer infrastructure for treatment at the City's wastewater treatment plant. The IAWC is invoiced monthly for both services provided by Elmhurst.

IAWC is a private for-profit utility company, and its water and sewer rates are regulated and approved by the Illinois Commerce Commission (ICC). The rates for service to the Country Club Highlands customers are higher than the City's water and sewer rates, and the residents on Wrightwood Avenue would like to either receive water and sewer service from the City of Elmhurst or be charged the City's water and sewer rates. The City has discussed removing the

Copies To All
Elected Officials
07-02-09
07-30-09

Page 2

June 23, 2009

To: Mayor DiCianni and Members of the City Council

Re: Water and Sewer Rates for Elmhurst Residents on Wrightwood Avenue

seven parcels on Wrightwood Avenue from their system with IAWC more than once, and IAWC has responded that they are not interested in releasing those parcels. Even if the properties were released by IAWC, the residents are aware that they would bear the expense of the infrastructure needed to connect to the City water and sewer systems, which is estimated to be about \$400,000 for the seven parcels. The City also discussed with IAWC the possibility of IAWC charging different rates for the Wrightwood Avenue customers. IAWC said that a different rate structure for Wrightwood Avenue residents is not possible due to ICC regulations.

Staff noted that not all Elmhurst residents receive water and sewer service from the City. There are approximately thirty properties in the south section of the City that receive water service from the City but receive sewer service from the Flagg Creek Facility Planning Area, including the Elmhurst Center for Health and the new Elmhurst Memorial Hospital.

After discussion, it was the consensus of the Finance Committee that the City of Elmhurst has neither jurisdiction nor authority regarding the water and sewer service provided by IAWC to the Country Club Highlands FPA, which includes the seven parcels on Wrightwood Avenue in Elmhurst. Until such time as IAWC would consider a change in the FPA boundaries as they relate to the Country Club Highlands FPA, the City has no course of action.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council take no action at this time regarding the water and sewer rates for Elmhurst residents on Wrightwood Avenue.

Respectfully submitted,
FINANCE, COUNCIL AFFAIRS AND
ADMINISTRATIVE SERVICES
COMMITTEE

Stephen W. Hipskind /wcc
Stephen W. Hipskind, Chairman

Mark A. Mulliner /wcc
Mark A. Mulliner

Kevin L. York /wcc
Kevin L. York, Vice Chairman

Diane Gutenkauf /wcc
Diane Gutenkauf



CITY OF ELMHURST

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

VDDW
PETER "PETE" DICIANNI
MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

July 28, 2009

To: Mayor DiCianni and Members of the City Council

Re: Illinois Municipal Retirement Fund Contribution Rate for Calendar Year 2010

The Finance, Council Affairs and Administrative Services Committee met July 27, 2009, to review the Illinois Municipal Retirement Fund (IMRF) contribution rate for calendar year 2010.

IMRF is a pension program that covers employees who work more than 1,000 hours annually, and who are not covered by the police pension or firefighter pension programs. Employees covered by IMRF contribute 4.5% of salary to the plan, as determined by state statute. Employers, i.e. City of Elmhurst, each pay their own unique rate determined by outside actuaries. The rate is based on the employer's member demographics and the individual funded status of the employer's plan. Economic events in 2008 impacted the asset base of IMRF; the estimated 2008 return is -24.8%. While recent investment losses will not impact IMRF's ability to continue paying benefits to retirees, there will be an impact on the contribution rate for employers.

The IMRF Board of Trustees recognizes the budget challenges that employers are facing, and the Board has adopted a plan to phase in 2010 employer rate increases. An employer can choose the actuarial required contribution rate (ARC) which was calculated by IMRF's actuaries and reflects the recovery of the employer's actuarial accrued unfunded liability, or the optional phase-in plan rate which is capped at a 10% increase over the 2009 rate. On an ongoing basis, if an employer chooses the optional phase-in plan, the employer's phase-in rate would be increased by 10% annually until the rate reached the employer's ARC rate. For the City, the ARC for calendar year 2010 is 12.70% and the optional phase-in rate is 10.73%. The City's current calendar year 2009 ARC rate is 9.75%.

The approximately 2% difference between the City's ARC and optional phase-in rate equates to an estimated \$140,000 impact on the General Fund and Motor Fuel Tax Fund. Staff noted that an even greater increase in the ARC had been anticipated and budgeted. Calendar year 2010 straddles two budget years; a 12% ARC rate was budgeted in fiscal 2010 and a 14% ARC rate was budgeted in 2011. Assuming the 2010 ARC rate of 12.70%, the actual rate for fiscal 2010 will be 10.73% (eight months at 9.75% and four months at 12.70%), which is within the budgeted 12%. The actual rate for fiscal 2011 cannot yet be determined. Staff also

Copies To All
Elected Officials

7-30-09

Page 2

July 28, 2009

To: Mayor DiCianni and Members of the City Council

Re: Illinois Municipal Retirement Fund Contribution Rate for Calendar Year 2010

noted that it has been the City Council's practice to annually fund all pension funds at the actuarially determined contribution levels. Using a phase-in rate will result in higher contributions over the long term due to the additional carrying costs on the resulting higher unfunded liability. Given that there is sufficient budget to cover the 12.7% ARC rate, that the phase-in option will result in greater costs in the future, and the City Council's practice of funding pension obligations today rather than push the obligation to some future year, staff recommends funding IMRF at the ARC rate of 12.70% for calendar year 2010. After discussion, the Finance Committee concurred with staff recommendation.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council approve the actuarial required contribution rate of 12.70% for the City of Elmhurst's calendar year 2010 contribution to the Illinois Municipal Retirement Fund.

Respectfully submitted,
FINANCE, COUNCIL AFFAIRS AND
ADMINISTRATIVE SERVICES
COMMITTEE

Stephen W. Hipskind / mcco
Stephen W. Hipskind, Chairman

Mark A. Mulliner / mcco
Mark A. Mulliner

Kevin L. York / mcco
Kevin L. York, Vice Chairman

Diane Gutenkauf / mcco
Diane Gutenkauf



CITY OF ELMHURST

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

VOW
PETER "PETE" DICIANNI
MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

July 27, 2009

TO: Mayor DiCianni and Members of the City Council

RE: **Timothy Christian Schools – Request for Extension**

Request for a six month extension of the Conditional Use approved by Ordinance ZO-01-2009, for the property known as 188 W. Butterfield Road.

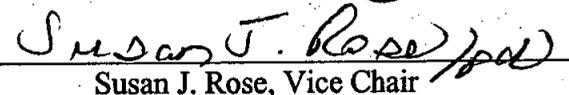
The Development, Planning and Zoning Committee met on July 27, 2009 and discussed this item under other business. The Committee reviewed the letter dated July 20, 2009 from the applicant requesting a 6-month extension. The letter indicates that the Timothy Christian School additions (approved by Ordinance ZO-01-2009) are not substantially underway at this time due to economic conditions.

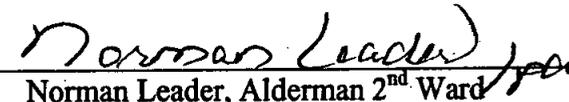
The Committee discussed this matter and the conditions associated with the request. There were no serious questions or issues during review of the original application, and the Committee does not anticipate any problems with providing the requested extension. The Committee supports the request and has no objections to the requested extension.

Therefore, it is the recommendation of the Development, Planning and Zoning Committee that this request be approved. The City Attorney is hereby directed to prepare the necessary documents for City Council approval.

Respectfully submitted,
DEVELOPMENT PLANNING AND ZONING COMMITTEE


Steven Morley, Chairman


Susan J. Rose, Vice Chair


Norman Leader, Alderman 2nd Ward

Copies To All
Elected Officials

7-30-09



CITY OF ELMHURST

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

VOW
PETER "PETE" DICIANNI
MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

July 28, 2009

TO: Mayor DiCianni and Members of the City Council

RE: Proposed Zoning Ordinance Amendment - Pawn Shops

The Development, Planning and Zoning Committee met on July 27, 2009 and discussed this item under other business. The Committee reviewed the Zoning Ordinance that identifies pawn shops as permitted uses in all commercial districts except C4A.

The Committee discussed public safety issues involving pawn shops and noted that these uses should be reevaluated as to whether they should remain permitted uses in the C4 Central Business District, or in the C1 or C2 districts which are generally near and abutting single family residential properties.

Therefore, it is the recommendation of the Development, Planning and Zoning Committee that City Council authorize the Zoning & Planning Commission to hold a public hearing to discuss proposed Zoning Ordinance text amendments as they relate to pawn shops.

Respectfully submitted,
DEVELOPMENT PLANNING AND ZONING COMMITTEE

Steven Morley

Steven Morley, Chair

Susan J. Rose

Susan J. Rose, Vice-Chair

Norman Leader

Norman Leader, Alderman 2nd Ward

Copies To All
Elected Officials

7-30-09



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

VOW
PETER "PETE" DICIANNI
MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

July 28, 2009

TO: Mayor DiCianni and Members of the City Council

RE: Review of Proposed Zoning Ordinance Amendments - Signs

The Development, Planning and Zoning Committee discussed the topic of real estate "open house" signs under Other Business on July 13, 2009, and as an agenda item on July 27, 2009. The Committee and Staff discussed current Zoning Ordinance regulations applicable to real estate 'open house' signs and residential 'garage sale' signs. The Committee also discussed alternative methods for handling these signs.

The DPZ Committee and Staff noted that such signs are typically placed on a temporary basis only, primarily on weekends. These signs are usually placed in parkways, at or near street intersections, to make them most visible to motorists. However, current Zoning Ordinance regulations prohibit signs (other than government/traffic signs) from being placed in right-of-ways, which includes parkways, so technically such signs are not permitted.

The Committee then discussed enforcement priorities of City Staff, as well as the visual and physical impact of open house and garage sale signs. They concluded that:

- These signs are typically small and unobtrusive, and are usually removed promptly by those parties (residents or real estate agents) that first placed them.
- Zoning Ordinance amendments should be reviewed and amended to allow real estate open house and garage sale signs in parkways (right-of-ways) on a limited basis, primarily during weekend periods corresponding to such events.

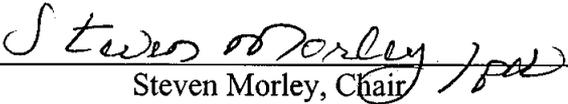
On July 27, 2009 the Committee also discussed commercial real estate signs noting that the Zoning Ordinance limits these signs to sixteen (16) square feet. The I1 Restricted Industrial and C3 General Commercial districts are comprised of larger lots that do not have properties that front single family residential lots. Because the industry standard is 32 square feet (a typical 4 by 8 sheet of plywood or other material), the Committee agreed that the issue of allowing these larger commercial real estate signs should be considered. They further supported providing an opportunity for input from all concerned stakeholders in a public hearing as a part of this process.

The Committee also discussed development ('coming soon') signs which are erected on a temporary basis during site development. The Committee agreed that the Zoning Ordinance should be reviewed to consider allowing the use of these signs.

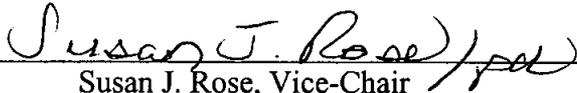
Copies To All
Elected Officials
7-30-09

It is therefore, the recommendation of the Development, Planning and Zoning Committee that the City Council authorize the Zoning & Planning Commission to hold a public hearing on proposed text amendments to the Zoning Ordinance for open house, garage sale, commercial real estate and site development signs.

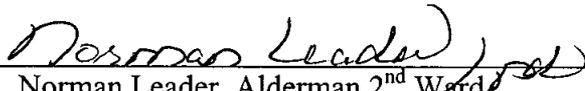
Respectfully submitted,
DEVELOPMENT PLANNING AND ZONING COMMITTEE



Steven Morley, Chair



Susan J. Rose, Vice-Chair



Norman Leader, Alderman 2nd Ward

Elin

ZO- 06- 2009

**AN ORDINANCE TO APPROVE AND AUTHORIZE THE EXECUTION OF
A CORRECTIVE ACTION RIGHT-OF WAY AGREEMENT
BY AND BETWEEN
THOMAS LEACH, SR.
AND
THE CITY OF ELMHURST
FOR THE PROPERTY COMMONLY KNOWN AS
575 SOUTH YORK ROAD**

WHEREAS, Thomas Leach, Sr. (hereinafter "Owner/Operator") is the owner of the real estate commonly known as 575 South York Road, Elmhurst, Illinois, (hereinafter the "Subject Property"), legally described on Exhibit "A" attached hereto and made a part hereof, and is the operator of the Gas Stop at the Subject Property; and

WHEREAS, there has been a confirmed release of petroleum from an underground storage tank at the Subject Property; and

WHEREAS, the soil and/or ground water contaminants exceed the Tier 1 residential remediation objectives under the Illinois Environmental Protection Act (hereinafter the "Act"); and

WHEREAS, the soil and/or ground water contaminants have spread to the right-of-way on York Road and Crescent Street; and

WHEREAS, the Illinois Environmental Protection Agency (hereinafter the "Illinois EPA") requires the Owner/Operator to pursue corrective action at the Subject Property; and

WHEREAS, under 35 Ill. Admin. 742.1020, the use of risk-based, site-specific remediation objectives in the right-of-way requires a Tiered-Approach to Corrective Action Right-of-Way Agreement (hereinafter "TACO Agreement"); and

WHEREAS, it is in the City's best interests to execute said TACO Agreement.

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

Section 1: That the recitals hereto are incorporated as part of this ordinance.

Section 2: That the TACO Agreement with Thomas Leach, Sr., a copy of which is attached hereto as Exhibit "B" and made a part hereof, is hereby approved.

**Copies To All
Elected Officials**

7-30-09

Section 3: That the Mayor and the City Clerk are hereby authorized to execute said TACO Agreement on behalf of the City of Elmhurst and to take all necessary steps to effectuate the terms thereof.

Section 4: This ordinance shall be in full force and effect after passage and publication according to law.

Approved this _____ day of _____, 2009.

Peter P. DiCianni III, Mayor

Passed this _____ day of _____, 2009.

Ayes: _____ Nays: _____

Patty Spencer, City Clerk

COUNCIL ACTION SUMMARY

SUBJECT: Ordinance Authorizing to Approve and Authorize the Execution of a Tiered Approach to Corrective Action Right-of-Way Agreement for 575 South York Road, Elmhurst, Illinois

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Attached for Council consideration is an ordinance which would approve the Tiered Approach Corrective Action Right-of Way Agreement for the property commonly known 575 South York Road, Elmhurst, Illinois.

Exhibit "A"

Legal Description of the Subject Property
Commonly known as 575 South York Road,
Elmhurst, Illinois

**LEGAL NOT AVAILABLE AT THIS TIME
IT WILL BE DISTRIBUTED TO COUNCIL AT A LATER DATE**

Exhibit "B"

**Tiered Approach to Corrective Action
Right-of Way Agreement**

**TIERED APPROACH TO CORRECTIVE ACTION RIGHT-OF-WAY
AGREEMENT**

This Agreement is entered into this ____ day of _____, 2009 pursuant to the Environmental Protection Act ("Act"), 35 IL Admin. Code Section 742.1020 and the Municipal Code of the City of Elmhurst Section 5.19 ("Code", except as the requirements of such section may have been or may be modified under a franchises granted to various utility companies) by and among Thomas Leach, Sr. ("Owner") and ("Operator"), together referred to herein as "Owner/Operator", and the City of Elmhurst ("City"), as follows:

1. This Agreement is not binding on the City until it is executed by a duly authorized representative of the City, and prior to execution, this Agreement constitutes an offer by Owner/Operator. The duly authorized representatives of Owner and Operator have signed this Agreement, and this Agreement is binding upon them, their successors and assigns.
2. Owner/Operator stipulates:
 - a. Owner/Operator is pursuing corrective action at a Site and in the right-of-way adjacent to the Site located at 575 South York Road, Elmhurst, IL ("Site"). Site is legally described in Attachment A.
 - b. The right-of-way adjacent to the Site, described or depicted in Attachment B, is subject to this Agreement and is possibly impacted with contaminants from a release at the Site.
 - c. Attached as Attachment C is a site map showing the known and probable area(s) of contaminant impacted soil and groundwater in the right-of-way where, at the time of this Agreement, contaminants exceed the Tier 1 residential remediation objectives under the Act and 35 Ill. Admin. Code Section 742. Also attached as Attachment D is a table showing the concentration of contaminants in soil and/or groundwater within the area described in Attachment B and showing the applicable Tier 1 soil and groundwater remediation objectives for residential property that are exceeded.
 - d. The corrective action is for a confirmed release of petroleum from an underground storage tank at the Site.
 - e. The Illinois Emergency Management Agency has assigned incident numbers 912432 & 941534 to the Site.

- f. Owner/Operator has requested risk-based, site-specific soil and/or groundwater remediation objectives from the Illinois Environmental Protection Agency ("Illinois EPA") under the Act and 35 Ill. Admin. Code Section 742.
 - g. Under 35 Ill. Admin. 742.1020, the use of risk-based, site-specific remediation objectives in the right-of-way requires this Agreement, in lieu of active remediation of the contaminant-impacted soil and groundwater.
3. The City stipulates that it holds the right-of-way described in Attachment B in trust for the public and has jurisdiction over the right-of-way.
4. The parties stipulate that:
 - a. This Agreement is intended to meet the requirements of the Illinois Pollution Control Board ("Board") regulations for such Agreements.
 - b. Before the Owner/Operator records the Illinois EPA's "No Further Remediation" determination with DuPage County Recorder of Deeds, the Owner/Operator shall, at its own expense, record this Agreement with the DuPage County Recorder of Deeds. The Owner/Operator will similarly record any attachments, addendums, or alterations to this Agreement. Within thirty (30) days of such recording with the DuPage County Recorder of Deeds, the Owner/Operator shall provide the City, at the address listed in Paragraph 14 below, a copy of the Agreement that has been stamped by the DuPage County Recorder of Deeds to indicate that it has been recorded with that office.
 - c. This Agreement shall be null and void should the Illinois EPA not approve it, or should it not be recorded with the DuPage County Recorder of Deeds before the Owner/Operator records the Illinois EPA's "No Further Action/Remediation" determination.
 - d. The Owner/Operator shall, at its expense, record the Illinois EPA's "No Further Action/Remediation" determination for the Site with the DuPage County Recorder of Deeds within forty-five (45) days of the Illinois EPA's issuance of the "No Further Action/Remediation" determination. The Owner/Operator shall provide the City, at the address listed in Paragraph 14 below, a copy of the "No Further Action/Remediation" determination as stamped by the DuPage County Recorder.
5. The City has heretofore pass Ordinance No. MCO-1-2003 entitled "An Ordinance Amending the Elmhurst Municipal Code by Adding Provisions to Chapter 7 Thereof Prohibiting the Use of Groundwater as a Potable Water Supply by the

Installation or Use of Potable Water Supply Wells or by Any Other Method dated January 20, 2002 that prohibits the installation of potable water wells anywhere in the City except if installed by the City. The City agrees that it will not use the groundwater that is contaminated at a level above Tier 1 Residential Remediation Objectives located beneath the right-of-way identified in Attachment B as a potable or other domestic supply of water.

- a. Where the pavement in the right-of-way is to be considered an engineered barrier, the Owner/Operator agrees to reimburse the City for maintenance activities requested by Owner/Operator. Except for ordinary maintenance performed on City roadways, the City does not agree to maintain the right-of-way, nor does it guarantee that the right-of-way will continue as a roadway or that the right-of-way will always be maintained as an engineered barrier.
- b. This agreement does not in any way limit the City's authority to construct, reconstruct, repair or maintain and operate a right-of-way upon the property identified in Attachment B or to allow others to do the same. To that extent, the City reserves the right to identify, investigate, and remove contaminated soil and/or groundwater above Tier 1 residential remediation objectives from the right-of-way identified in Attachment B and to dispose of them as it deems appropriate in accordance with applicable environmental regulations so as to avoid causing a further release of the contaminants and to protect human health and the environment. The Owner/Operator shall reimburse the actual costs incurred by the City or others in so identifying, investigating, removing, storing, handling or disposing of contaminated soil and/or groundwater, and it shall not be a defense for Owner/Operator that those costs were not consistent with or required by Board or United States Environmental Protection Agency regulations, guidelines or policies. Prior to incurring any such costs, and unless there is an urgent reason otherwise, the City shall first give Owner/Operator thirty (30) days notice and an opportunity to remove or dispose of contaminated soil and/or groundwater, at Owner/Operator's cost, to the extent necessary for the City's work. Such removal and disposal shall be in accordance with all applicable laws and regulations. Failure to give this opportunity to Owner/Operator shall not be a defense to a claim for reimbursement or that the work should not be done, provided the City has shown good faith efforts to mitigate the costs with the Owner/Operator. There is a rebuttable presumption that the contamination found in the right-of-way described in Attachment B arose from the release of contaminants at the Site. Should Owner/Operator not reimburse the costs identified here, this Agreement shall be null and void in addition to such other remedies as may be available to the City by law.

6. The Owner/Operator agrees to indemnify and hold harmless the City, its agents, officials, employees and other firms or entities using the right-of-way and the City's contractors and/or employees of such contractors for all obligations asserted against or costs incurred by them, including attorney's fees and court costs associated with the release of contaminants from the site by the Owner/Operator. The City shall exercise due diligence to provide Owner/Operator with notice within thirty (30) working days of receiving a claim, provided however, that the City's failure to do so will not invalidate this Section. The City will provide the Owner/Operator an opportunity to defend such claim(s) provided that both the City and Owner/Operator shall have the right to approve legal counsel for such defense.
7. As additional consideration, Owner/Operator agrees to reimburse the City for funds expended to have its outside counsel review the related documentation and to review and revise this Agreement. Owner/Operator agrees to pay the City within thirty (30) days of the effective date of this Agreement, the actual fees, expenses and costs the City has incurred to date, limited to a total amount not to exceed \$2,500.00, based on the actual invoices for professional services that are received from Kubiesa, Spiroff, Gosselar & Acker, P.C. in regard to this Agreement. The City shall provide the Owner/Operator true and correct copies of the aforementioned invoice(s) at or after the time it delivers to the Owner/Operator a fully executed original of this Agreement.
8. No violation of a permit by a third party shall constitute a breach of this Agreement by the City. Owner/Operator also agrees that its personnel, if any, at the Site will exercise due diligence in notifying those accessing contaminated soil in the right-of-way of their rights and responsibilities under this Agreement.
9. Should the City breach this Agreement, Owner/Operator's sole remedy is for an action for damages in the Circuit Court of DuPage County. Any and all claims for damages against the City, its agents, contractors, employees or its successors in interest or others under permit from the City arising at any time are limited to an aggregate maximum of \$5,000.00. No other breach by the City, its successors in interest or others under permit, of a provision of this Agreement is actionable in either law or equity by Owner/Operator against the City or them and Owner/Operator hereby release the City, its agents, contractors, employees and its successors in interest, or others under permit from the City for any cause of action it may have against them, other than as allowed in this paragraph, arising under this Agreement or environmental laws, regulations or common law governing the contaminated soil and/or groundwater in the right-of-way. Should the City convey, vacate or transfer jurisdiction of that right-of-way, Owner/Operator may pursue an action under this Agreement against the successors in interest, other than the City, or any if its departments, or State agency, in a Court of Law.
10. This Agreement is entered into by the City in recognition of laws passed by the General Assembly and regulations adopted by the Board, which encourage a

tiered-approach to remediating environmental contamination. This Agreement is entered into by the City in the spirit of those laws. Should any provision of this Agreement be determined to exceed the authority of the City, however, this Agreement shall be null and void.

11. This Agreement (including attachments, addendums, and amendments) shall run with the land and be binding upon all assigns and successors in interest to the Owner/Operator of the Site.

12. The City will limit access to the Site and rights-of-way as follows:

a. Normal Access: The City will limit access to the Site and rights-of-way via the City's Department of Public Works or its successor agency, by which persons seeking authorization to perform subsurface work in a City right-of-way will be informed of the nature and extent of the contamination, and will be informed that they should take appropriate steps to ensure the health and safety of people working at the Site and rights-of-way.

b. Emergency Access: The City's Building, Fire and Public Works Department or their successors agencies will be notified of the contamination at this Site and adjacent rights-of-way and will be provided with all available environmental data regarding the Site and adjacent rights-of-way. Such information will be provided to utilities in the area.

13. This Agreement shall continue in effect from the date of the Agreement until contaminant concentrations in the soil and/or groundwater are subsequently reduced through active remediation or through natural attenuation to Tier 1 residential levels as approved by the Illinois EPA and Board regulations, such that, the right-of-way identified in Attachment B is demonstrated to be suitable for Tier 1 residential use and there is no longer a need for this Agreement, and the Illinois EPA has, upon written request to the Illinois EPA and notice to the City, amended the "No Further Action/Remediation" determination for the Site to reflect Tier 1 residential use (and/or contamination levels) of that right-of way.

14. Written notice and other communications relating to this Agreement directed to the City shall be sent to:

City Engineer
Attn: Cori Keating
Elmhurst Public Works
209 North York Street
Elmhurst, IL 60126

15. Written notice and other communications relating to this Agreement directed to Owner/Operator shall be sent to:

**Mr. Thomas Leach, Sr.
575 South York Road
Elmhurst, IL 60124**

With a Copy to:

**AIF Engineering
1128 Olympus Drive
Naperville, IL 60540**

IN WITNESS WHEREOF, the City of Elmhurst has caused this Agreement to be signed by it's duly authorized representative:

By: _____ Date: _____
City of Elmhurst Representative

IN WITNESS WHEREOF, Owner/Operator, Mr. Thomas Leach, Sr., has caused this Agreement to be signed by it's duly authorized representative:

By: _____ Date: _____
Thomas Leach, Sr.

Please Note – All Attachments are not available at this time.
The attachments will be made available to Council as soon as possible.

Attachment A

**Plat of Survey for 575 South York Road, Elmhurst, Illinois
Site Property Identification Number #06-12-300-025**

Attachment B

The Adjoining Right-of-Way – South York Road and Crescent Avenue

Attachment C

Scaled Maps that show the Site and surrounding area and delineates the past and estimated future extent of Soil and Groundwater contamination above the applicable Tier 1 Residential Remediation Objectives

Attachment D

Tables that lists each contaminant of concern that exceeds the Tier 1 Residential Remediation Objective

1128 Olympus Drive
Naperville, IL 60540
(630) 357-7780

All Engineering

June 18, 2009

City of Elmhurst
Attn: Mr. Cori Keating
Elmhurst Public Works
209 North York Street
Elmhurst, IL 60126

Re: Seeking the City of Elmhurst Approval
Tiered Approach to Right-of-Way Agreement
Behalf of Mr. Tom Leach, Sr.
575 South York Road, Elmhurst

Dear Mr. Keating,

Please find this enclosed three (3) copies of a Tiered Approach to Corrective Action Right-of-Way Agreement for consideration and approval by the City of Elmhurst and Mr. Thomas Leach, Sr. for the property at 575 S. York Road, Elmhurst, Illinois. The purpose for the execution of the Tiered Approach to Right-of-Way Agreement is part of the requirements for obtaining an Illinois Environmental Protection Agency (IEPA) "No Further Remediation" determination with regards to the LUST incident #912432. This Agreement has been drafted to a previous Tiered Approach to Corrective Action Right-of-Way Agreement with a property on Spring Road and the City of Elmhurst.

Upon approval and signature of the Tiered Approach to Corrective Action Right-of-Way Agreement by the City of Elmhurst, please return a signed original for filing with the DuPage County Recorder of Deeds. If you have any questions, please feel free to contact me at (630) 951-1128.

Sincerely,
AIF ENGINEERING

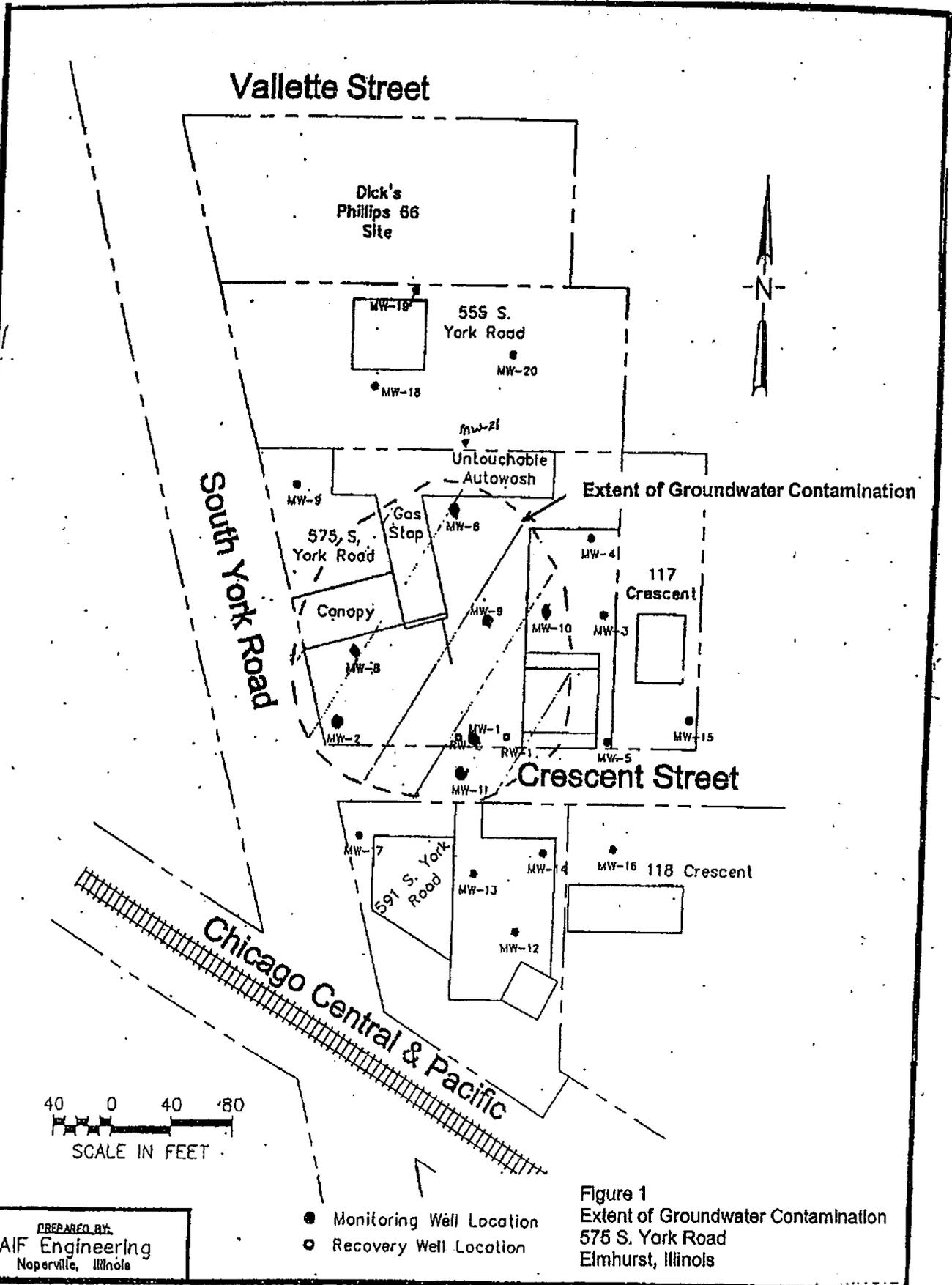
Mark M. Frueh, P.E.
Principal

CC: Thomas Leach, Sr.

Kubisa, Spiroff, Gosselar & Acker, P.C. - Attn. Mr. Andrew Acker



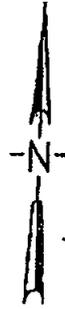
.....



Vallette Street

Dick's
Phillips 66
Site

555 S.
York Road



South York Road

Extent of Groundwater Contamination

Unlouchable
Autowash

Gas Stop

575 S.
York Road

117
Crescent

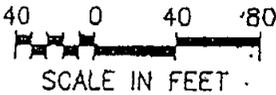
Conopy

Crescent Street

Chicago Central & Pacific

591 S. York
Road

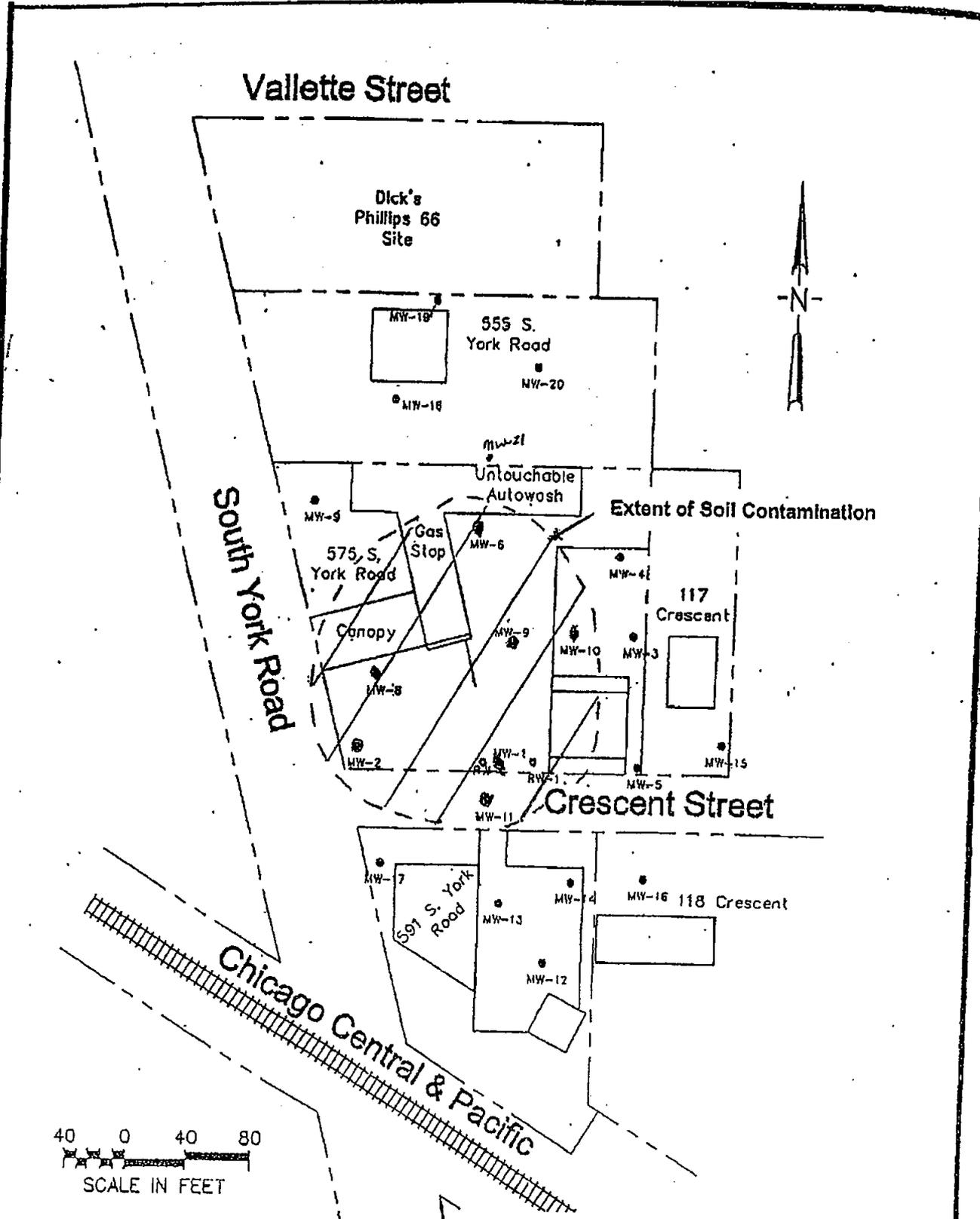
118 Crescent



PREPARED BY:
AIF Engineering
Naperville, Illinois

- Monitoring Well Location
- Recovery Well Location

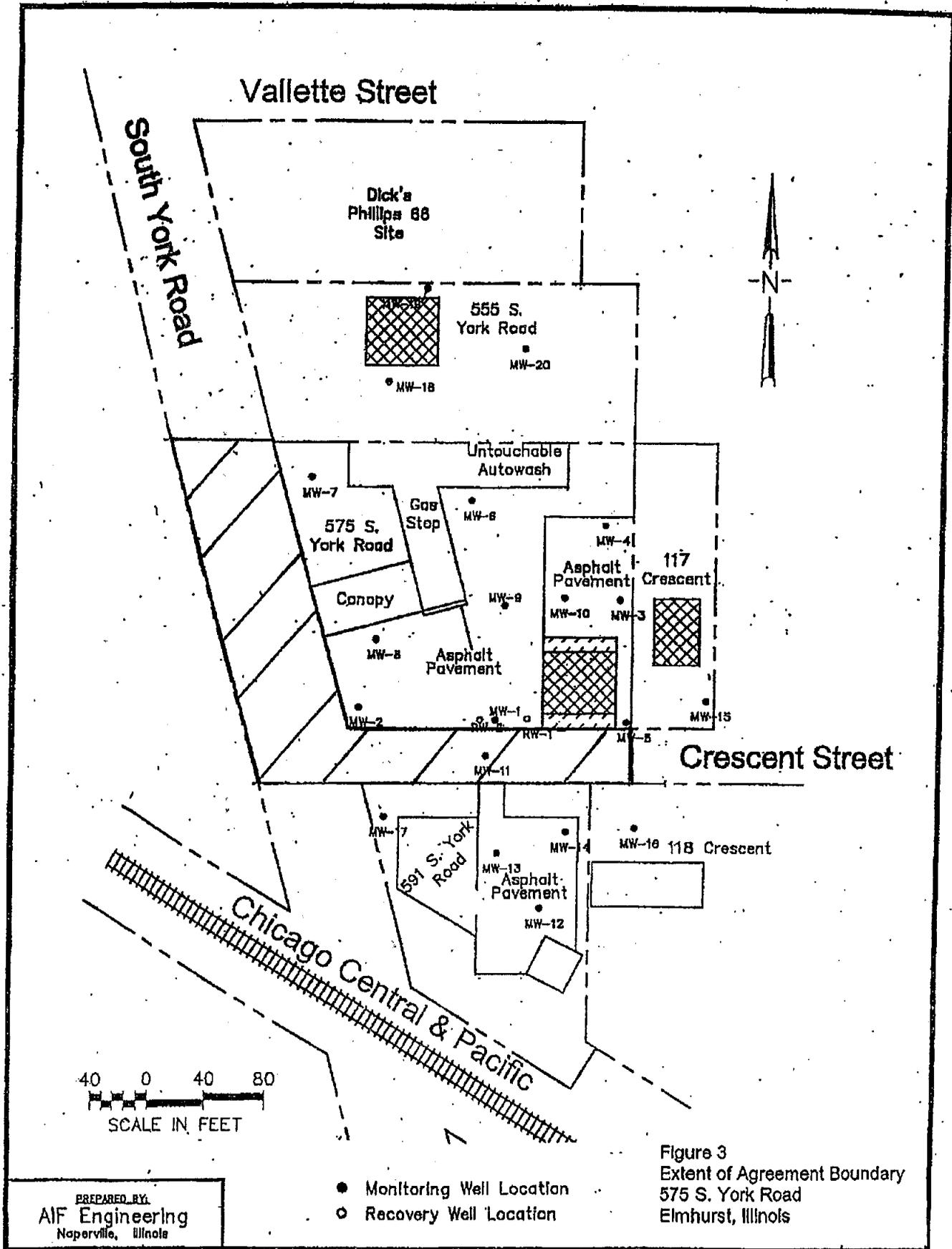
Figure 1
Extent of Groundwater Contamination
575 S. York Road
Elmhurst, Illinois



- Monitoring Well Location
- Recovery Well Location

Figure 2
 Extent of Soil Contamination
 575 S. York Road
 Elmhurst, Illinois

PREPARED BY
AIF Engineering
 Naperville, Illinois



PREPARED BY
AIF Engineering
 Naperville, Illinois

- Monitoring Well Location
- Recovery Well Location

Figure 3
 Extent of Agreement Boundary
 575 S. York Road
 Elmhurst, Illinois

Soil Sample Analytical Results

575 S. York Rd. Elmhurst, IL

Sample Date - October 1991

| Parameter | Class I-Cleanup (ug/kg) | MW-1 (ug/kg) | MW-2 (ug/kg) | MW-3 (ug/kg) | MW-4 (ug/kg) | MW-5 (ug/kg) | MW-6 (ug/kg) | MW-7 (ug/kg) | MW-8 (ug/kg) | MW-9 (ug/kg) | MW-10 (ug/kg) | MW-11 (ug/kg) |
|-----------------------------------|----------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|------------------|------------------|------------------|
| Volatile Organic Compounds | | | | | | | | | | | | |
| Benzene | 30 | 11,000 | 3,700 | 20 | NS | ND | 37,000 | ND | ND | 100,000 | 60,000 | 900 |
| Ethylbenzene | 13,000 | 51,000 | ND | ND | NS | ND | 26,000 | ND | ND | 660,000 | 5,500 | 5,000 |
| Toluene | 12,000 | 50,000 | ND | 26 | NS | ND | 100,000 | ND | ND | 1,500,000 | 5,600 | 2,300 |
| Xylene (total) | 150,000 | 270,000 | 600 | 13 | NS | ND | 130,000 | ND | ND | 2,100,000 | 20,000 | 16,000 |

Bold = Result greater than TACO Remediation Objective

NS = Not Sampled

RCRA - Resource Conservation and Recovery Act

ND = Compound not detected at or above the reporting limit

J = Estimated result

R - 16 - 2009

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A CONTRACT BETWEEN THE CITY OF ELMHURST, ILLINOIS,
AND NERI BROTHERS CONSTRUCTION, FOR THE
PROSPECT AVENUE PUBLIC UTILITY IMPROVEMENT**

PASSED AND APPROVED BY
THE MAYOR AND CITY COUNCIL
THE 3rd DAY OF AUGUST, 2009

Copies To All
Elected Officials

7-30-09

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A CONTRACT BETWEEN THE CITY OF ELMHURST, ILLINOIS,
AND NERI BROTHERS CONSTRUCTION FOR THE
PROSPECT AVENUE PUBLIC UTILITY IMPROVEMENT**

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 engage in the Prospect Avenue Public Utility Improvement; and

WHEREAS, the City has solicited proposals and has received a satisfactory proposal for a contract for the Prospect Avenue Public Utility Improvement with Neri Brothers Construction, (the "Contractor"); and

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 the Contractor for the Prospect Avenue Public Utility Improvement.

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

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

Section 2. It is hereby determined that it is advisable, necessary and in the public interest that the City enter into the Contract with the Contractor, which Contract is attached hereto marked as Exhibit "A", for the Prospect Avenue Public Utility Improvement.

Section 3: The corporate authorities of the City hereby approve the Contract and the Mayor be and is hereby authorized and directed to execute, and the City Clerk be and is hereby authorized and directed to attest, on behalf of the City, the Contract by and

between the City and the Contractor in substantially the form attached hereto as Exhibit "A", with such changes therein as may be approved by the officials executing the same, their execution thereof shall constitute conclusive evidence of their approval of the same.

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

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

APPROVED this 3rd day of August, 2009, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me the _____ day of August, 2009.

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

ATTESTED and filed in my office,
this _____ day of August, 2009.

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

Exhibit A

**CONTRACT BETWEEN THE CITY OF ELMHURST, ILLINOIS,
AND NERI BROTHERS CONSTRUCTION, FOR THE
PROSPECT AVENUE PUBLIC UTILITY IMPROVEMENT**

FORM OF CONTRACT

THIS CONTRACT, made the 16th day of July, 2009, by and between Neri Brothers Construction Inc. (hereinafter referred to as the "Contractor"), and the City of Elmhurst, DuPage County, Illinois (hereinafter referred to as the "City"),

WITNESSETH:

The Contractor and the City, for the consideration stated herein, agree as follows:

ARTICLE I: SCOPE OF WORK

The Contractor shall perform everything required to be performed, and shall provide and furnish all labor, materials, plant, tools, equipment, and other necessary apparatus and all transportation services required to complete all the work required for the Prospect Avenue Public Utility Improvement, 09-07 in the City of Elmhurst, DuPage County, Illinois, all in strict accordance with the contract documents, which contract documents are made a part of this contract; and the Contractor shall do everything required by this contract and other documents constituting a part thereof.

ARTICLE II: TIME OF COMMENCEMENT AND COMPLETION

The work to be performed under this contract shall be commenced within (10) calendar days after the date the City gives the Contractor written notice to proceed. The work shall be substantially completed within fifty-five (55) calendar days after the date of such notice, with such extensions of time as are provided for in the General Requirements and Covenants set forth as Section 100 of the current edition of the "Illinois Department of Transportation Standard Specifications for Road and Bridge Construction" (hereinafter referred to as the "Standard Specifications").

ARTICLE III: THE CONTRACT PRICE

The City will pay and said Contractor agrees to accept the unit prices provided 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 hereof, which time is hereby declared to be of the essence of this contract.

The total contract price is two hundred ninety seven thousand Dollars (\$297,096.70)
ninety six dollars and 70/100

ARTICLE IV: PAYMENT

Partial payment, acceptance, and final payment is to be made to the Contractor in accordance with and subject to the provisions embodied in the Special Provisions, which are made a part of this Contract.

ARTICLE V: COMPONENT PARTS OF THE 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:

1. Addenda, if any (none unless indicated here) 2
2. Request for Proposals
3. Instructions to Contractors
4. Proposal
5. Form of Contract
6. Contract Bond
7. Certificate of Compliance, Drug Free Workplace Act
8. Special Provisions
9. Plans and Drawings
10. The Standard Specifications and the current edition of the "Illinois Department of Transportation, Supplemental Specifications and Recurring Special Provisions", (hereinafter referred to as the "Supplemental Specifications").
11. Standard Specifications for Water and Sewer Main Construction in Illinois (hereinafter referred to as the "Water and Sewer Main Specifications").

Note: (Component 10 is comprised of two separate books that will not be furnished by the City but shall be the responsibility of the Contractor to obtain at its own expense.) (Component 11 is a separate publication that will not be furnished by the City but shall be the responsibility of the Contractor to obtain at its own expense.)

If there is any conflict between component parts 1-9 hereof and the Standard Specifications and Supplemental Specifications, parts 1-9 shall control.

If there are any inconsistencies in the contract documents which are not clarified by an Addendum, the better quality or greater quantity shall be provided in accordance with the City's interpretation thereof.

ARTICLE VI: COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall comply with all applicable laws, regulations and rules promulgated by a Federal, State, County, Municipal or other governmental unit or regulatory body which are now in effect or which may be in effect during the performance of the work. Included with the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act and regulations, EEOC

statutory provisions and rules and regulations, OSHA statutory provisions and rules and regulations, and State and Federal EPA statutory provisions and rules and regulations.

ARTICLE VII: MISCELLANEOUS PROVISIONS

The Contractor shall have full control of the ways and means of performing the work which is the subject of this contract and the Contractor, its employees, representatives or subcontractors shall, in no sense, be deemed employees of the City, it being specifically agreed that with respect to the City, the Contractor and any party employed by the Contractor bears the relationship of an independent contractor.

The Contractor shall not assign, sublet or transfer any interest in this contract without written consent of the City. The City shall be entitled to approve all subcontractors.

Nothing contained in the contract documents shall create a contractual relationship between the City and any third party; however, it is understood and agreed that the City is an intended third-party beneficiary of all contracts, subcontracts, purchase orders and other agreements between the Contractor and third parties. The Contractor shall incorporate the obligations of this contract in its respective subcontracts, supply agreements and purchase orders.

The Contractor shall furnish any required affidavit or certificate, in connection with work covered by this contract as provided by law.

The parties hereto agree that the governing law for this contract shall be the laws of the State of Illinois, and that venue for any disputes between them shall be proper only in the Circuit Court for the 18th Judicial Circuit, DuPage County, Illinois.

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

CONTRACTOR:

By: *Peter P. DiCianni III*
Its PRESIDENT
Title

Attest: *Patty Spencer*
Its _____
Title

CITY OF ELMHURST

By: _____
Peter P. DiCianni III
Mayor

Attest: _____
Patty Spencer
City Clerk

CONTRACT BOND

Bond# 712847

KNOW ALL MEN BY THESE PRESENTS that we Neri Brothers Construction Inc.
Principal (hereinafter referred to as the "Contractor"), and
Nationwide Mutual Insurance Company, (hereinafter referred to as the
"Surety"), are held and firmly bound unto the City of Elmhurst, DuPage and Cook Counties, Illinois
(hereinafter referred to as the "City"), in the penal sum of Two Hundred Ninety-Six Thousand
(\$297,096.70) lawful money of the United States, for the payment of which sum of money,
well and truly to be made, we bond ourselves, our heirs, executors, administrators, successors, and
assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH, that whereas the
Contractor has entered into a contract with the City, bearing a date of July 16th A.D. 2009 for the Propsect Avenue Public Utility Improvement,
Project No. 09-07, in the City of Elmhurst, DuPage and Cook Counties, Illinois, which said contract
is made a part of this bond the same as though set forth herein,

NOW, THEREFORE, if the Contractor shall well and faithfully do and perform the things
agreed by it to be done and performed according to the terms of said contract; and shall pay all
lawful claims of subcontractors, material men, and laborers for labor performed and materials
furnished in the carrying forward, performing or completing of said contract; we agreeing that this
undertaking shall be for the benefit of any subcontractor, material men or a laborer having a just
claim, as well as for the City herein, then this obligation shall be void; otherwise the same shall
remain in full force and effect; it being expressly understood and agreed that the liability of the
Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation
as stated herein.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of
time, alteration, or addition to the terms of any contract documents comprising said contract, or to
the work to be performed thereunder, shall in any wise affect its obligations on this bond, and it does
hereby waive notice of any such change, extension of time, alteration or addition to the work or to
the terms of said contract documents comprising said contract.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation this 24th day of July, 2009.

CONTRACTOR: Neri Brothers Construction, Inc.

By: [Signature]
Its President, Nicholas A. Neri

Attest: [Signature]
Its Secretary, Anthony Neri

State of Illinois)

SS

County of DuPage)

I, Marsha H. Patterson, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Nicholas A. Neri and Anthony Neri personally known to be President and Secretary respectively of Neri Brothers Construction, Inc., a corporation and also known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President and Secretary respectively they signed, sealed and delivered, the said instrument as the free and voluntary act of said corporation, for the uses and purposes therein set forth, and that they were duly authorized to execute the same by the Board of Directors of said corporation.

Given under my hand and Notarial Seal this 24th day of July A.D., 2009.

[Signature]
Notary Public



SURETY: Nationwide Mutual Insurance Company

By: [Signature]
Its Attorney in Fact, James W. Tragos

State of Illinois)

SS

County of DuPage)

I, Marsha H. Patterson, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James W. Tragos, who is personally known to me to be the same person who signed the above and foregoing instrument as the Attorney In Fact for Nationwide Mutual Insurance Company, appeared before me this day in person.

person and acknowledged that he/she signed the name of James W. Tragos, thereto, as its Principal, and his/her name as Attorney In Fact, as the free and voluntary act of said Principal for the uses and purposes therein set forth, and that he/she executed the said instrument under authority given to him/her by said Principal.

Given under my hand and Notarial Seal this 24th day of July, A.D., 2009.

Marsha H. Patterson
Notary Public



APPROVED THIS 6th day of July A.D., 20 09
CITY OF ELMHURST

By: _____
Its Mayor, Peter P. DiCianni III

Attest: _____
Its City Clerk, Patty Spencer

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, _____, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Peter P. DiCianni III, Mayor of the City of Elmhurst, and Patty Spencer, its City Clerk, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and City Clerk, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as such Mayor and City Clerk, respectively, and as the free and voluntary and act of the City of Elmhurst for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 20__.

Notary Public

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT Nationwide Mutual Insurance Company, a corporation organized under the laws of the State of Ohio, with its principal office in the City of Columbus, Ohio, hereinafter called "Company", does hereby make, constitute and appoint JAMES W. TRAGOS, FRANK R. CERNIGLIA, MARSHA H. PATTERSON, GREG R. CERNIGLIA, CHERYL L. WHITTEN

ARLINGTON HTS IL

each in their individual capacity, its true and lawful Attorney-In-Fact with full power and authority to sign, seal, and execute in its behalf any and all bonds and undertakings and other obligatory instruments of similar nature in penalties not exceeding the sum of TWO MILLION AND NO/100 DOLLARS \$ 2,000,000.00 and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company.

"RESOLVED, that the President, or any Senior Vice President, Resident Vice President or Second Vice President by, and the same hereby is, authorized and empowered to appoint Attorneys-In-Fact of the Company and to authorized them to execute any and all bonds, undertakings, recognizances, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature which the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority. The authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such Attorneys-In-Fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company, subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto, provided, however, that said seal shall not be necessary for the validity of any such documents."

This Power of Attorney is signed and sealed by facsimile under and by the following By-Laws duly adopted by the Board of Directors of the Company.

ARTICLE VIII

"Section 10. Execution of instruments . Any Vice President and any Assistant Secretary or Assistant Treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts or other papers in connection with the operation of the business of the company in addition to the Chairman and Chief Executive Officer, President, Treasurer and Secretary; provided, however, the signature of any of them may be printed, engraved or stamped on any approved document, contract, instrument or other papers of the Company.

IN WITNESS WHEREOF, the said Nationwide Mutual Insurance Company has caused this instrument to be sealed and duly attested by the signature of its Vice President the 28th day of April, 1999.

ACKNOWLEDGMENT

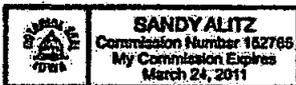
STATE OF IOWA
COUNTY OF POLK SS



By:

Signature of Stephen S. Rasmussen, President

On this 28th day of April, 1999, before me came the above named Vice President for Nationwide Mutual Insurance Company, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed thereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Signature of Sandy Alitz

Notary Public
My Commission expires March 24, 2011

CERTIFICATE

I, John F. Delaloye, Assistant Secretary of Nationwide Mutual Insurance Company, do hereby certify that the Resolution included herein is a true and correct transcript from the minutes of the meeting of the Board of Directors duly called and held on the 6th day of September, 1967, and the same has not been revoked or amended in any manner; that said Stephen S. Rasmussen was on the date of the execution of the foregoing Power of Attorney the duly elected Vice President of Nationwide Mutual Insurance Company and the corporate seal and his signature as Vice President were duly affixed and subscribed to the said instrument by the authority of said Board of Directors.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 29th day of July, 2009



Signature of John F. Delaloye, Assistant Secretary

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, NICK A. NERI, hereby certify that I am the PRESIDENT,
(Name of Person Certifying) (Office of Person Certifying)
of the Contractor, and as such hereby represent and warrant to the City, that Contractor, and if it is a partnership, its general partners and if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

(A) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

(B) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

(C) not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;

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

(A) the Contractor has and will comply with all laws relating to the payment of general prevailing wages in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*);

(B) the Contractor has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);

(C) the Contractor has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 *et seq.*);

(D) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), will provide a drug-free workplace by:

(1) Publishing a statement:

- a. **Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;**
 - b. **Specifying the actions that will be taken against employees for violations of such prohibition;**
 - c. **Notifying the employee that, as a condition of employment on such Contract, the employee will;**
 - i. **Abide by the terms of the statement;**
 - ii. **Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;**
- (2) **Establishing a drug-free awareness program to inform employees about:**
- a. **the dangers of drug abuse in the workplace;**
 - b. **the Contractor's policy of maintaining a drug-free workplace;**
 - c. **any available drug counseling, rehabilitation, and employee assistance program; and**
 - d. **the penalties that may be imposed upon employees for drug violations;**
- (3) **Making it a requirement to give a copy of the statement required by Subsection (D)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;**
- (4) **Notifying the City within ten (10) days after receiving notice under paragraph(D)(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;

(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.

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR MP
NERIB-1

DATE (MM/DD/YYYY)
07/24/09

PRODUCER
S & C Insurance Center, Inc.
Suite 302W
1655 N. Arlington Heights Road
Arlington Heights IL 60004-3900
Phone: 847-398-3131 Fax: 847-398-8345

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Neri Brothers Construction Inc
7N480 Garden Avenue
Roselle IL 60172

| INSURERS AFFORDING COVERAGE | | NAIC # |
|-----------------------------|--------------------------------|--------|
| INSURER A: | Grange Mutual Casualty Company | 14060 |
| INSURER B: | New Hampshire Insurance Compan | |
| INSURER C: | | |
| INSURER D: | | |
| INSURER E: | | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------------------|--|----------------|----------------------------------|-----------------------------------|---|
| A | GENERAL LIABILITY | CPP 2214195 | 10/01/08 | 10/01/09 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 |
| | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | | | | MED EXP (Any one person) \$ 5,000 |
| | <input checked="" type="checkbox"/> XCU Included | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | <input checked="" type="checkbox"/> Blkt Addl Insured | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | |
| A | AUTOMOBILE LIABILITY | CPP 2214195 | 10/01/08 | 10/01/09 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | |
| | <input checked="" type="checkbox"/> HIRED AUTOS | CPP 2214195 | 10/01/08 | 10/01/09 | BODILY INJURY (Per accident) \$ |
| A | <input checked="" type="checkbox"/> NON-OWNED AUTOS | CPP 2214195 | 10/01/08 | 10/01/09 | PROPERTY DAMAGE (Per accident) \$ |
| | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT \$ |
| | <input type="checkbox"/> ANY AUTO | | | | OTHER THAN EA ACC \$ |
| | | | | | AUTO ONLY: AGG \$ |
| A | EXCESS/UMBRELLA LIABILITY | CUP 2214197 | 10/01/08 | 10/01/09 | EACH OCCURRENCE \$ 6,000,000 |
| | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE | | | | AGGREGATE \$ 6,000,000 |
| | <input type="checkbox"/> DEDUCTIBLE | | | | \$ |
| | <input checked="" type="checkbox"/> RETENTION \$10,000 | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | WC 001-09-6076 | 10/01/08 | 10/01/09 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | If yes, describe under SPECIAL PROVISIONS below | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| A | OTHER | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Leased & Rented Equipment | CPP 2214195 | 10/01/08 | 10/01/09 | Equipment \$275,000 Deductibl \$500 |

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

PROJECT: PROSPECT AVENUE PUBLIC UTILITY IMPROVEMENT PROJECT #09-07
The City of Elmhurst, its officers, agents and employees are added as additional insured with respect to any and all work performed by the named insured for the above referenced project.
THE COVERAGE AFFORDED IS PRIMARY/NON CONTRIBUTORY

CERTIFICATE HOLDER

ELMHU-1

Village Of Elmhurst
209 N. York Road
Elmhurst IL 60126

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE
Marsha Patterson

R - 17 - 2009

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A CONTRACT BETWEEN THE CITY OF ELMHURST, ILLINOIS,
AND ADVANTAGE 2 CONCRETE RAISING, FOR THE
2009 SIDEWALK REPAIR PROGRAM (SLABJACKING)**

**PASSED AND APPROVED BY
THE MAYOR AND CITY COUNCIL
THE 3rd DAY OF AUGUST, 2009**

**Copies To All
Elected Officials**

7-30-09

R - 17 - 2009

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A CONTRACT BETWEEN THE CITY OF ELMHURST, ILLINOIS,
AND ADVANTAGE 2 CONCRETE RAISING FOR THE
2009 SIDEWALK REPAIR PROGRAM (SLABJACKING)**

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 engage in the 2009 Sidewalk Repair Program (Slabjacking); and

WHEREAS, the City has solicited proposals and has received a satisfactory proposal for a contract for the 2009 Sidewalk Repair Program (Slabjacking) with Advantage 2 Concrete Raising, (the "Contractor"); and

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 the Contractor for the 2009 Sidewalk Repair Program (Slabjacking).

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

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

Section 2. It is hereby determined that it is advisable, necessary and in the public interest that the City enter into the Contract with the Contractor, which Contract is attached hereto marked as Exhibit "A", for the 2009 Sidewalk Repair Program (Slabjacking).

Section 3: The corporate authorities of the City hereby approve the Contract and the Mayor be and is hereby authorized and directed to execute, and the City Clerk be and is hereby authorized and directed to attest, on behalf of the City, the Contract by and

between the City and the Contractor in substantially the form attached hereto as Exhibit "A", with such changes therein as may be approved by the officials executing the same, their execution thereof shall constitute conclusive evidence of their approval of the same.

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

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

APPROVED this 3rd day of August, 2009, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me the _____ day of August, 2009.

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

ATTESTED and filed in my office,
this _____ day of August, 2009.

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

Exhibit A

**CONTRACT BETWEEN THE CITY OF ELMHURST, ILLINOIS,
AND ADVANTAGE 2 CONCRETE RAISING, FOR THE
2009 SIDEWALK REPAIR PROGRAM**

FORM OF CONTRACT

THIS CONTRACT, made the 20th day of July, 2009, by and between Advantage 2 Concrete Raising (hereinafter referred to as the "Contractor"), and the City of Elmhurst, DuPage County, Illinois (hereinafter referred to as the "City"),

WITNESSETH:

The Contractor and the City, for the consideration stated herein, agree as follows:

ARTICLE I: SCOPE OF WORK

The Contractor shall perform everything required to be performed, and shall provide and furnish all labor, materials, plant, tools, equipment, and other necessary apparatus and all transportation services required to complete all the work required for the 2009 Sidewalk Repair Program (Slab Jacking), Project No. 09-08, in the City of Elmhurst, DuPage County, Illinois, all in strict accordance with the contract documents, which contract documents are made a part of this contract; and the Contractor shall do everything required by this contract and other documents constituting a part thereof.

ARTICLE II: TIME OF COMMENCEMENT AND COMPLETION

The work to be performed under this contract shall be commenced within (10) calendar days after the date the City gives the Contractor written notice to proceed. The work shall be substantially completed within sixty (60) calendar days after the date of such notice, with such extensions of time as are provided for in the General Requirements and Covenants set forth as Section 100 of the current edition of the "Illinois Department of Transportation Standard Specifications for Road and Bridge Construction" (hereinafter referred to as the "Standard Specifications").

ARTICLE III: THE CONTRACT PRICE

The City will pay and said Contractor agrees to accept the unit prices provided 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 hereof, which time is hereby declared to be of the essence of this contract.

The total contract price is \$1.40 per square foot Dollars (\$1.40 SF).

ARTICLE IV: PAYMENT

Partial payment, acceptance, and final payment is to be made to the Contractor in accordance with and subject to the provisions embodied in the Special Provisions, which are made a part of this Contract.

ARTICLE V: COMPONENT PARTS OF THE 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:

1. Addenda, if any (none unless indicated here) _____
2. Request for Proposals
3. Instructions to Contractors
4. Proposal
5. Form of Contract
6. Contract Bond
7. Certificate of Compliance, Drug Free Workplace Act
8. Special Provisions
9. Plans and Drawings
10. The Standard Specifications and the current edition of the "Illinois Department of Transportation, Supplemental Specifications and Recurring Special Provisions", (hereinafter referred to as the "Supplemental Specifications").

Note: (Component 10 is comprised of two separate books that will not be furnished by the City but shall be the responsibility of the Contractor to obtain at its own expense.)

If there is any conflict between component parts 1-9 hereof and the Standard Specifications and Supplemental Specifications, parts 1-9 shall control.

If there are any inconsistencies in the contract documents which are not clarified by an Addendum, the better quality or greater quantity shall be provided in accordance with the City's interpretation thereof.

ARTICLE VI: COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall comply with all applicable laws, regulations and rules promulgated by a Federal, State, County, Municipal or other governmental unit or regulatory body which are now in Effect or which may be in effect during the performance of the work. Included with the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act and regulations, EEOC statutory provisions and rules and regulations, OSHA statutory provisions and rules and regulations, and State and Federal EPA statutory provisions and rules and regulations.

ARTICLE VII: MISCELLANEOUS PROVISIONS

The Contractor shall have full control of the ways and means of performing the work which is the subject of this contract and the Contractor, its employees, representatives or subcontractors shall, in no sense, be deemed employees of the City, it being specifically agreed that with respect to the City, the Contractor and any party employed by the Contractor bears the relationship of an independent contractor.

The Contractor shall not assign, sublet or transfer any interest in this contract without written consent of the City. The City shall be entitled to approve all subcontractors.

Nothing contained in the contract documents shall create a contractual relationship between the City and any third party; however, it is understood and agreed that the City is an intended third-party beneficiary of all contracts, subcontracts, purchase orders and other agreements between the Contractor and third parties. The Contractor shall incorporate the obligations of this contract in its respective subcontracts, supply agreements and purchase orders.

The Contractor shall furnish any required affidavit or certificate, in connection with work covered by this contract as provided by law.

The parties hereto agree that the governing law for this contract shall be the laws of the State of Illinois, and that venue for any disputes between them shall be proper only in the Circuit Court for the 18th Judicial Circuit, DuPage County, Illinois.

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

CONTRACTOR:

By: _____
Its _____
Title

Attest: _____
Its _____
Title

CITY OF ELMHURST

By: _____
Peter P. DiCianni, III
Mayor

Attest: _____
Patti Spencer
City Clerk

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS that we Advantage 2 Concrete Raising
Principal (hereinafter referred to as the "Contractor"), and
_____, (hereinafter referred to as the
"Surety"), are held and firmly bound unto the City of Elmhurst, DuPage and Cook Counties, Illinois
(hereinafter referred to as the "City"), in the penal sum of _____
(\$ _____) lawful money of the United States, for the payment of which sum of money,
well and truly to be made, we bond ourselves, our heirs, executors, administrators, successors, and
assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH, that whereas the
Contractor has entered into a contract with the City, bearing a date of _____
July 20, A.D. 2009, for the 2009 Sidewalk Repair Program (Slab Jacking),
Project No. 09-08, in the City of Elmhurst, DuPage and Cook Counties, Illinois, which said contract
is made a part of this bond the same as though set forth herein,

NOW, THEREFORE, if the Contractor shall well and faithfully do and perform the things
agreed by it to be done and performed according to the terms of said contract; and shall pay all
lawful claims of subcontractors, material men, and laborers for labor performed and materials
furnished in the carrying forward, performing or completing of said contract; we agreeing that this
undertaking shall be for the benefit of any subcontractor, material men or a laborer having a just
claim, as well as for the City herein, then this obligation shall be void; otherwise the same shall
remain in full force and effect; it being expressly understood and agreed that the liability of the
Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation
as stated herein.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of
time, alteration, or addition to the terms of any contract documents comprising said contract, or to
the work to be performed thereunder, shall in any wise affect its obligations on this bond, and it does
hereby waive notice of any such change, extension of time, alteration or addition to the work or to
the terms of said contract documents comprising said contract.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation this ____ day of _____, 2009.

CONTRACTOR:

By: _____
It's President

Attest: _____
It's Secretary

State of _____)
County of _____) SS

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, and _____ personally known to be President and Secretary respectively of _____, a corporation and also known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President and Secretary respectively they signed, sealed and delivered, the said instrument as the free and voluntary act of said corporation, for the uses and purposes therein set forth, and that they were duly authorized to execute the same by the Board of Directors of said corporation.

Given under my hand and Notarial Seal this _____ day of _____ A.D., 2009.

Notary Public

SURETY:

By: _____
It's Attorney in Fact

State of _____)
County of _____) SS

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, Who is personally known to me to be the same person who signed the above and foregoing instrument as the Attorney In Fact for _____, appeared before me this day in

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 _____,
(Name of Person Certifying) (Office of Person Certifying)
of the Contractor, and as such hereby represent and warrant to the City, that Contractor, and if it is a partnership, its general partners and if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

(A) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

(B) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

(C) not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;

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

(A) the Contractor has and will comply with all laws relating to the payment of general prevailing wages in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*);

(B) the Contractor has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);

(C) the Contractor has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 *et seq.*);

(D) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), will provide a drug-free workplace by:

(1) Publishing a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
 - b. Specifying the actions that will be taken against employees for violations of such prohibition;
 - c. Notifying the employee that, as a condition of employment on such Contract, the employee will;
 - i. Abide by the terms of the statement;
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (2) Establishing a drug-free awareness program to inform employees about:
- a. the dangers of drug abuse in the workplace;
 - b. the Contractor's policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance program; and
 - d. the penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement to give a copy of the statement required by Subsection (D)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
- (4) Notifying the City within ten (10) days after receiving notice under paragraph(D)(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;

(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 Designed 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: _____, 2009 Contractor: **Advantage 2 Concrete Raising**

By: _____
Title

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____, known to me to be the _____ of **Advantage 2 Concrete Raising**, appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed.

Dated: _____, 2009 _____
Notary Public

R - 18 - 2009

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A CONTRACT BETWEEN THE CITY OF ELMHURST, ILLINOIS,
AND ALPHA PAINTWORKS, FOR THE
STREETLIGHT POLE PAINTING PROJECT**

**PASSED AND APPROVED BY
THE MAYOR AND CITY COUNCIL
THE 3rd DAY OF AUGUST, 2009**

**Copies To All
Elected Officials
7-30-09**

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A CONTRACT BETWEEN THE CITY OF ELMHURST, ILLINOIS,
AND ALPHA PAINTWORKS FOR THE
STREETLIGHT POLE PAINTING PROJECT**

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 engage in the Streetlight Pole Painting Project; and

WHEREAS, the City has solicited proposals and has received a satisfactory proposal for a contract for the Streetlight Pole Painting Project with Alpha Paintworks, (the "Contractor"); and

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 the Contractor for the Streetlight Pole Painting Project.

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

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

Section 2. It is hereby determined that it is advisable, necessary and in the public interest that the City enter into the Contract with the Contractor, which Contract is attached hereto marked as Exhibit "A", for the Streetlight Pole Painting Project.

Section 3: The corporate authorities of the City hereby approve the Contract and the Mayor be and is hereby authorized and directed to execute, and the City Clerk be and is hereby authorized and directed to attest, on behalf of the City, the Contract by and between the City and the Contractor in substantially the form attached hereto as Exhibit

“A”, with such changes therein as may be approved by the officials executing the same, their execution thereof shall constitute conclusive evidence of their approval of the same.

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

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

APPROVED this 3rd day of August, 2009, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me the _____ day of August, 2009.

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

ATTESTED and filed in my office,
this _____ day of August, 2009.

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

Exhibit A

**CONTRACT BETWEEN THE CITY OF ELMHURST, ILLINOIS,
AND ALPHA PAINTWORKS, FOR THE
STREETLIGHT POLE PAINTING PROJECT**

FORM OF CONTRACT

THIS CONTRACT, made the 4th day of August, 2009 by and between Alpha Paintworks (hereinafter referred to as the "Contractor"), and the City of Elmhurst, DuPage County, Illinois (hereinafter referred to as the "City"),

WITNESSETH:

The Contractor and the City, for the consideration stated herein, agree as follows:

ARTICLE I: SCOPE OF WORK

The Contractor shall perform everything required to be performed, and shall provide and furnish all labor, materials, plant, tools, equipment, and other necessary apparatus and all transportation services required to complete all the work required for the Streetlight Pole Painting, Project Number 09-19, in the City of Elmhurst, DuPage County, Illinois, all in strict accordance with the contract documents, which contract documents are made a part of this contract; and the Contractor shall do everything required by this contract and other documents constituting a part thereof.

ARTICLE II: TIME OF COMMENCEMENT AND COMPLETION

The work to be performed under this contract shall be commenced within (10) calendar days after the date the City gives the Contractor written notice to proceed. The work shall be substantially completed within Ninety (90) calendar days after the date of such notice.

ARTICLE III: THE CONTRACT PRICE

The City will pay and said Contractor agrees to accept the unit prices provided in the Contractor's bid as full compensation for furnishing all the materials, for doing all work contemplated and specified in this contract, for all loss or damage arising out of the nature of the work or from any action of the elements or from any unforeseen difficulties which may be encountered in the prosecution of the same, for all risks of every description connected with the work, and for well and faithfully completing the work, and the whole thereof, in full compliance with the plans and contract documents, and within the time stated in the bid hereby made a part hereof, which time is hereby declared to be of the essence of this contract.

The total contract price is thirty two thousand six hundred fifty Dollars (\$32,650.00
and 00/100)

ARTICLE IV: PAYMENT

Partial payment, acceptance, and final payment is to be made to the Contractor in accordance with and subject to the provisions embodied in the Special Provisions, which are made a part of this Contract.

ARTICLE V: COMPONENT PARTS OF THE 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:

1. Addenda, if any (none unless indicated here) _____
2. Request for Bids
3. Instructions to Contractors
4. Bid
5. Form of Contract
6. Contract Bond
7. Certificate of Compliance, Drug Free Workplace Act
8. Special Provisions
9. Plans and Specifications

If there are any inconsistencies in the contract documents which are not clarified by an Addendum, the better quality or greater quantity shall be provided in accordance with the City's interpretation thereof.

ARTICLE VI: COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall comply with all applicable laws, regulations and rules promulgated by a Federal, State, County, Municipal or other governmental unit or regulatory body which are now in effect or which may be in effect during the performance of the work. Included with the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act and regulations, EEOC statutory provisions and rules and regulations, OSHA statutory provisions and rules and regulations, and State and Federal EPA statutory provisions and rules and regulations.

ARTICLE VII: MISCELLANEOUS PROVISIONS

The Contractor shall have full control of the ways and means of performing the work which is the subject of this contract and the Contractor, its employees, representatives or subcontractors shall, in no sense, be deemed employees of the City, it being specifically agreed that with respect to the City, the Contractor and any party employed by the Contractor bears the relationship of an independent contractor.

The Contractor shall not assign, sublet or transfer any interest in this contract without written consent of the City. The City shall be entitled to approve all subcontractors.

Nothing contained in the contract documents shall create a contractual relationship between the City and any third party; however, it is understood and agreed that the City is an intended third-party beneficiary of all contracts, subcontracts, purchase orders and other agreements between the Contractor and third parties. The Contractor shall incorporate the obligations of this contract in its respective subcontracts, supply agreements and purchase orders.

The Contractor shall furnish any required affidavit or certificate, in connection with work covered by this contract as provided by law.

The parties hereto agree that the governing law for this contract shall be the laws of the State of Illinois, and that venue for any disputes between them shall be proper only in the Circuit Court for the 18th Judicial Circuit, DuPage County, Illinois.

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

CONTRACTOR:

By: _____
Its _____
Title _____

Attest: _____
Its _____
Title _____

CITY OF ELMHURST

By: _____
Peter P. DiCianni III
Mayor

Attest: _____
Patty Spencer
City Clerk

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS that we Alpha Paintworks
Principal (hereinafter referred to as the "Contractor"), and
_____, (hereinafter referred to as the
"Surety"), are held and firmly bound unto the City of Elmhurst, DuPage and Cook Counties, Illinois
(hereinafter referred to as the "City"), in the penal sum of _____
(\$ _____) lawful money of the United States, for the payment of which sum of money,
well and truly to be made, we bond ourselves, our heirs, executors, administrators, successors, and
assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH, that whereas the
Contractor has entered into a contract with the City, bearing a date of _____
August 4th A.D. 2009 for the Streetlight Pole Painting, Project No. 09-19, in the
City of Elmhurst, DuPage and Cook Counties, Illinois, which said contract is made a part of this
bond the same as though set forth herein,

NOW, THEREFORE, if the Contractor shall well and faithfully do and perform the things
agreed by it to be done and performed according to the terms of said contract; and shall pay all
lawful claims of subcontractors, material men, and laborers for labor performed and materials
furnished in the carrying forward, performing or completing of said contract; we agreeing that this
undertaking shall be for the benefit of any subcontractor, material men or a laborer having a just
claim, as well as for the City herein, then this obligation shall be void; otherwise the same shall
remain in full force and effect; it being expressly understood and agreed that the liability of the
Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation
as stated herein.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of
time, alteration, or addition to the terms of any contract documents comprising said contract, or to
the work to be performed thereunder, shall in any wise affect its obligations on this bond, and it does
hereby waive notice of any such change, extension of time, alteration or addition to the work or to
the terms of said contract documents comprising said contract.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation this ____ day of _____, 20__.

CONTRACTOR:

By: _____
Its President

Attest: _____
Its Secretary

State of _____)
County of _____) SS

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, and _____ personally known to be President and Secretary respectively of _____, a corporation and also known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President and Secretary respectively they signed, sealed and delivered, the said instrument as the free and voluntary act of said corporation, for the uses and purposes therein set forth, and that they were duly authorized to execute the same by the Board of Directors of said corporation.

Given under my hand and Notarial Seal this _____ day of _____ A.D., 20__.

Notary Public

SURETY:

By: _____
Its Attorney in Fact

State of _____)
County of _____) SS

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, who is personally known to me to be the same person who signed the above and foregoing instrument as the Attorney In Fact for _____, appeared before me this day in

person and acknowledged that he/she signed the name of _____, thereto, as its Principal, and his/her name as Attorney In Fact, as the free and voluntary act of said Principal for the uses and purposes therein set forth, and that he/she executed the said instrument under authority given to him/her by said Principal.

Given under my hand and Notarial Seal this _____ day of _____, A.D., 20__.

Notary Public

APPROVED THIS 3rd day of August A.D., 2009
CITY OF ELMHURST

By: _____
Its Mayor, **Peter P. DiCianni III**

Attest: _____
Its City Clerk, **Patty Spencer**

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, _____, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Peter P. DiCianni III, Mayor of the City of Elmhurst, and Patty Spencer, its City Clerk, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and City Clerk, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as such Mayor and City Clerk, respectively, and as the free and voluntary and act of the City of Elmhurst for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 20__.

Notary Public

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 Contract Bond shall be responsible for the completion of the contract.

I, _____, hereby certify that I am
(Name of Person Certifying)
the _____,
(Office of Person Certifying)
of Alpha Paintworks, and as such hereby represent and warrant to the City of Elmhurst, a
(Name of Contractor)
municipal corporation, that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

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

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

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

- (1) Publishing a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
 - b. Specifying the actions that will be taken against employees for violations of such prohibition;
 - c. Notifying the employee that, as a condition of employment on such Contract, the employee will:
 - i. Abide by the terms of the statement;
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (2) Establishing a drug-free awareness program to inform employees about:
- a. the dangers of drug abuse in the workplace;
 - b. the Contractor's policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance program; and
 - d. the penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement to give a copy of the statement required by Subsection (D)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
- (4) Notifying the City 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: _____, 2009

Contractor: Alpha Paintworks

By: _____
(Authorized Agent of CONTRACTOR)

Title: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____, known to me to be the
(Name of Signatory)

(Office)

of the Contractor, appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: _____, 2009

Notary Public

(K) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designed 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: _____, 2009 Contractor: **Alpha Paintworks**

By: _____
Title

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____, known to me to be the _____ of **Alpha Paintworks**, appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed.

Dated: _____, 2009 _____
Notary Public

R - 19 - 2009

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A CONTRACT BETWEEN THE CITY OF ELMHURST, ILLINOIS,
AND G & M CEMENT CONSTRUCTION, INC., FOR THE 2009
CONCRETE PAVEMENT PATCHING PROJECT**

**PASSED AND APPROVED BY
THE MAYOR AND CITY COUNCIL
THE 3rd DAY OF AUGUST, 2009**

**Copies To All
Elected Officials**

7-30-09

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A CONTRACT BETWEEN THE CITY OF ELMHURST, ILLINOIS,
AND G & M CEMENT CONSTRUCTION, INC., FOR THE 2009
CONCRETE PAVEMENT PATCHING PROJECT**

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 engage in the 2009 concrete pavement patching project; and

WHEREAS, the City has solicited proposals and has received a satisfactory proposal for a contract for the 2009 concrete pavement patching project with G & M Cement Construction, Inc., (the “Contractor”); and

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 the Contractor for the 2009 concrete pavement patching project.

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

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

Section 2. It is hereby determined that it is advisable, necessary and in the public interest that the City enter into the Contract with the Contractor, which Contract is attached hereto marked as Exhibit “A”, for the 2009 concrete pavement patching project.

Section 3: The corporate authorities of the City hereby approve the Contract and the Mayor be and is hereby authorized and directed to execute, and the City Clerk be and is hereby authorized and directed to attest, on behalf of the City, the Contract by and between the City and the Contractor in substantially the form attached hereto as Exhibit

“A”, with such changes therein as may be approved by the officials executing the same, their execution thereof shall constitute conclusive evidence of their approval of the same.

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

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

APPROVED this 3rd day of August, 2009, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me the _____ day of August, 2009.

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

ATTESTED and filed in my office,
this _____ day of August, 2009.

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

Exhibit A

**CONTRACT BETWEEN THE CITY OF ELMHURST, ILLINOIS,
AND G & M CEMENT CONSTRUCTION, INC., FOR THE
2009 CONCRETE PAVEMENT PATCHING PROJECT**

FORM OF CONTRACT

THIS CONTRACT, made the 4th day of August, 2009, by and between G & M Cement Construction, Inc. (hereinafter referred to as the "Contractor"), and the City of Elmhurst, DuPage County, Illinois (hereinafter referred to as the "City"),

WITNESSETH:

The Contractor and the City, for the consideration stated herein, agree as follows:

ARTICLE I: SCOPE OF WORK

The Contractor shall perform everything required to be performed, and shall provide and furnish all labor, materials, plant, tools, equipment, and other necessary apparatus and all transportation services required to complete all the work required for the 2009 Concrete Pavement Patching Contract, Project No. 09-09 in the City of Elmhurst, DuPage County, Illinois, all in strict accordance with the contract documents, which contract documents are made a part of this contract; and the Contractor shall do everything required by this contract and other documents constituting a part thereof.

ARTICLE II: TIME OF COMMENCEMENT AND COMPLETION

The work to be performed under this contract shall be commenced expeditiously after the date the City gives the Contractor written notice to proceed. The work shall be substantially completed within ninety (90) calendar days after the date of such notice, with such extensions of time as are provided for in the General Requirements and Covenants set forth as Section 100 of the current edition of the "Illinois Department of Transportation Standard Specifications for Road and Bridge Construction" (hereinafter referred to as the "Standard Specifications").

ARTICLE III: THE CONTRACT PRICE

The City will pay and said Contractor agrees to accept the unit prices provided in the Contractor's bid as full compensation for furnishing all the materials, for doing all work contemplated and specified in this contract, for all loss or damage arising out of the nature of the work or from any action of the elements or from any unforeseen difficulties which may be encountered in the prosecution of the same, for all risks of every description connected with the work, and for well and faithfully completing the work, and the whole thereof, in full compliance with the plans and contract documents, and within the time stated in the bid hereby made a part hereof, which time is hereby declared to be of the essence of this contract.

The total contract price is 'not to exceed' one hundred thousand Dollars (\$100,000.00).
and 00/100

ARTICLE IV: PAYMENT

Partial payment, acceptance, and final payment is to be made to the Contractor in accordance with and subject to the provisions embodied in the Special Provisions, which are made a part of this Contract.

ARTICLE V: COMPONENT PARTS OF THE 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:

1. Addenda, if any (none unless indicated here) _____
2. Request for Bids
3. Instructions to Contractors
4. Bid
5. Form of Contract
6. Contract Bond
7. Certificate of Compliance, Drug Free Workplace Act
8. Special Provisions
9. IDOT Standard Drawings for Class B and C Patches
10. The current editions of both the "Illinois Department of Transportation Standard Specifications for Road and Bridge Construction" and "Illinois Department of Transportation Supplemental Specifications and Recurring Special Provisions".
11. DuPage County Prevailing Wages

Note: Component 10 is comprised of two separate books that will not be furnished by the City but shall be the responsibility of the Contractor to obtain at its own expense.

If there is any conflict between component parts 1-9 hereof and the Standard Specifications and Supplemental Specifications, parts 1-9 shall control.

If there are any inconsistencies in the contract documents which are not clarified by an Addendum, the better quality or greater quantity shall be provided in accordance with the City's interpretation thereof.

ARTICLE VI: COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall comply with all applicable laws, regulations and rules promulgated by a Federal, State, County, Municipal or other governmental unit or regulatory body which are now in effect or which may be in effect during the performance of the work. Included with the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act and regulations, EEOC statutory provisions and rules and regulations, OSHA statutory provisions and rules and regulations, and State and Federal EPA statutory provisions and rules and regulations.

ARTICLE VII: MISCELLANEOUS PROVISIONS

The Contractor shall have full control of the ways and means of performing the work which is the subject of this contract and the Contractor, its employees, representatives or subcontractors shall, in no sense, be deemed employees of the City, it being specifically agreed that with respect to the City, the Contractor and any party employed by the Contractor bears the relationship of an independent contractor.

The Contractor shall not assign, sublet or transfer any interest in this contract without written consent of the City. The City shall be entitled to approve all subcontractors.

Nothing contained in the contract documents shall create a contractual relationship between the City and any third party; however, it is understood and agreed that the City is an intended third-party beneficiary of all contracts, subcontracts, purchase orders and other agreements between the Contractor and third parties. The Contractor shall incorporate the obligations of this contract in its respective subcontracts, supply agreements and purchase orders.

The Contractor shall furnish any required affidavit or certificate, in connection with work covered by this contract as provided by law.

The parties hereto agree that the governing law for this contract shall be the laws of the State of Illinois, and that venue for any disputes between them shall be proper only in the Circuit Court for the 18th Judicial Circuit, DuPage County, Illinois.

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

CONTRACTOR:

By: _____
Its _____
Title

Attest: _____
Its _____
Title

CITY OF ELMHURST

By: _____
Peter P. DiCianni, III
Mayor

Attest: _____
Patty Spencer
City Clerk

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS that we G & M Cement Construction, Inc. Principal (hereinafter referred to as the "Contractor"), and _____, (hereinafter referred to as the "Surety"), are held and firmly bound unto the City of Elmhurst, DuPage and Cook Counties, Illinois (hereinafter referred to as the "City"), in the penal sum of _____ (\$ _____) lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bond ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH, that whereas the Contractor has entered into a contract with the City, bearing a date of August 4th A.D. 2009, for the 2009 Concrete Pavement Patching Contract, Project No. 09-09, in the City of Elmhurst, DuPage and Cook Counties, Illinois, which said contract is made a part of this bond the same as though set forth herein,

NOW, THEREFORE, if the Contractor shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, material men, and laborers for labor performed and materials furnished in the carrying forward, performing or completing of said contract; we agreeing that this undertaking shall be for the benefit of any subcontractor, material men or a laborer having a just claim, as well as for the City herein, then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as stated herein.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of any contract documents comprising said contract, or to the work to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the work or to the terms of said contract documents comprising said contract.

person and acknowledged that he/she signed the name of _____, thereto, as its Principal, and his/her name as Attorney In Fact, as the free and voluntary act of said Principal for the uses and purposes therein set forth, and that he/she executed the said instrument under authority given to him/her by said Principal.

Given under my hand and Notarial Seal this _____ day of _____, A.D., 2009.

Notary Public

APPROVED THIS 3rd day of August A.D., 2009.
CITY OF ELMHURST

By: _____
Its Mayor, **Peter P. DiCianni III**

Attest: _____
Its City Clerk, **Patty Spencer**

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, _____, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Peter P. DiCianni, III, Mayor of the City of Elmhurst, and Patty Spencer, its City Clerk, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and City Clerk, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as such Mayor and City Clerk, respectively, and as the free and voluntary and act of the City of Elmhurst for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 2009.

Notary Public

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 _____,
(Name of Person Certifying) (Office of Person Certifying)
of the Contractor, and as such hereby represent and warrant to the City, that Contractor, and if it is a partnership, its general partners and if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

(A) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

(B) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

(C) not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;

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

(A) the Contractor has and will comply with all laws relating to the payment of general prevailing wages in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*);

(B) the Contractor has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);

(C) the Contractor has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 *et seq.*);

(D) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), will provide a drug-free workplace by:

(1) Publishing a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
 - b. Specifying the actions that will be taken against employees for violations of such prohibition;
 - c. Notifying the employee that, as a condition of employment on such Contract, the employee will:
 - i. Abide by the terms of the statement;
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (2) Establishing a drug-free awareness program to inform employees about:
- a. the dangers of drug abuse in the workplace;
 - b. the Contractor's policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance program; and
 - d. the penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement to give a copy of the statement required by Subsection (D)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
- (4) Notifying the City within ten (10) days after receiving notice under paragraph(D)(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;

(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.

R - 20 - 2009

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A CONTRACT BETWEEN THE CITY OF ELMHURST, ILLINOIS,
AND STRADA CONSTRUCTION COMPANY, FOR THE
2009 SIDEWALK REPLACEMENT PROGRAM**

**PASSED AND APPROVED BY
THE MAYOR AND CITY COUNCIL
THE 3rd DAY OF AUGUST, 2009**

**Copies To All
Elected Officials
7-30-09**

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A CONTRACT BETWEEN THE CITY OF ELMHURST, ILLINOIS,
AND STRADA CONSTRUCTION COMPANY FOR THE
2009 SIDEWALK REPLACEMENT PROGRAM**

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 engage in the 2009 Sidewalk Replacement Program; and

WHEREAS, the City has solicited proposals and has received a satisfactory proposal for a contract for the 2009 Sidewalk Replacement Program with Strada Construction Company, (the "Contractor"); and

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 the Contractor for the 2009 Sidewalk Replacement Program.

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

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

Section 2. It is hereby determined that it is advisable, necessary and in the public interest that the City enter into the Contract with the Contractor, which Contract is attached hereto marked as Exhibit "A", for the 2009 Sidewalk Replacement Program.

Section 3: The corporate authorities of the City hereby approve the Contract and the Mayor be and is hereby authorized and directed to execute, and the City Clerk be and is hereby authorized and directed to attest, on behalf of the City, the Contract by and between the City and the Contractor in substantially the form attached hereto as Exhibit

“A”, with such changes therein as may be approved by the officials executing the same, their execution thereof shall constitute conclusive evidence of their approval of the same.

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

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

APPROVED this 3rd day of August, 2009, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me the _____ day of August, 2009.

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

ATTESTED and filed in my office,
this _____ day of August, 2009.

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

Exhibit A

**CONTRACT BETWEEN THE CITY OF ELMHURST, ILLINOIS,
AND STRADA CONSTRUCTION COMPANY, FOR THE
2009 SIDEWALK REPLACEMENT PROGRAM**

FORM OF CONTRACT

THIS CONTRACT, made the 4th day of August, 2009 by and between Strada Construction Company (hereinafter referred to as the "Contractor"), and the City of Elmhurst, DuPage County, Illinois (hereinafter referred to as the "City"),

WITNESSETH:

The Contractor and the City, for the consideration stated herein, agree as follows:

ARTICLE I: SCOPE OF WORK

The Contractor shall perform everything required to be performed, and shall provide and furnish all labor, materials, plant, tools, equipment, and other necessary apparatus and all transportation services required to complete all the work required for the 2009 Sidewalk Replacement Program, Project No. 09-04 in the City of Elmhurst, DuPage County, Illinois, all in strict accordance with the contract documents, which contract documents are made a part of this contract; and the Contractor shall do everything required by this contract and other documents constituting a part thereof.

ARTICLE II: TIME OF COMMENCEMENT AND COMPLETION

The work to be performed under this contract shall be commenced within (10) calendar days after the date the City gives the Contractor written notice to proceed. The work shall be substantially completed within sixty (60) calendar days after the date of such notice, with such extensions of time as are provided for in the General Requirements and Covenants set forth as Section 100 of the current edition of the "Illinois Department of Transportation Standard Specifications for Road and Bridge Construction" (hereinafter referred to as the "Standard Specifications").

ARTICLE III: THE CONTRACT PRICE

The City will pay and said Contractor agrees to accept the unit prices provided 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 hereof, which time is hereby declared to be of the essence of this contract.

The total contract price is seventy thousand three hundred Dollars (\$ 70,330.00)
thirty and 00/100

ARTICLE IV: PAYMENT

Partial payment, acceptance, and final payment is to be made to the Contractor in accordance with and subject to the provisions embodied in the Special Provisions, which are made a part of this Contract.

ARTICLE V: COMPONENT PARTS OF THE 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:

1. Addenda, if any (none unless indicated here) _____
- ~~2. Request for Proposals~~
3. Instructions to Contractors
4. Proposal
5. Form of Contract
6. Contract Bond
7. Certificate of Compliance, Drug Free Workplace Act
8. Special Provisions
9. Plans and Drawings
10. The Standard Specifications and the current edition of the "Illinois Department of Transportation, Supplemental Specifications and Recurring Special Provisions", (hereinafter referred to as the "Supplemental Specifications").

Note: (Component 10 is comprised of two separate books that will not be furnished by the City but shall be the responsibility of the Contractor to obtain at its own expense.)

If there is any conflict between component parts 1-9 hereof and the Standard Specifications and Supplemental Specifications, parts 1-9 shall control.

If there are any inconsistencies in the contract documents which are not clarified by an Addendum, the better quality or greater quantity shall be provided in accordance with the City's interpretation thereof.

ARTICLE VI: COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall comply with all applicable laws, regulations and rules promulgated by a Federal, State, County, Municipal or other governmental unit or regulatory body which are now in effect or which may be in effect during the performance of the work. Included with the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act and regulations, EEOC statutory provisions and rules and regulations, OSHA statutory provisions and rules and regulations, and State and Federal EPA statutory provisions and rules and regulations.

ARTICLE VII: MISCELLANEOUS PROVISIONS

The Contractor shall have full control of the ways and means of performing the work which is the subject of this contract and the Contractor, its employees, representatives or subcontractors shall, in no sense, be deemed employees of the City, it being specifically agreed that with respect to the City, the Contractor and any party employed by the Contractor bears the relationship of an independent contractor.

The Contractor shall not assign, sublet or transfer any interest in this contract without written consent of the City. The City shall be entitled to approve all subcontractors.

Nothing contained in the contract documents shall create a contractual relationship between the City ~~and any third party; however, it is understood and agreed that the City is an intended third-party~~ beneficiary of all contracts, subcontracts, purchase orders and other agreements between the Contractor and third parties. The Contractor shall incorporate the obligations of this contract in its respective subcontracts, supply agreements and purchase orders.

The Contractor shall furnish any required affidavit or certificate, in connection with work covered by this contract as provided by law.

The parties hereto agree that the governing law for this contract shall be the laws of the State of Illinois, and that venue for any disputes between them shall be proper only in the Circuit Court for the 18th Judicial Circuit, DuPage County, Illinois.

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

CONTRACTOR:

By: _____
Its _____
Title

Attest: _____
Its _____
Title

CITY OF ELMHURST

By: _____
Peter P. DiCianni III
Mayor

Attest: _____
Patty Spencer
City Clerk

IN WITNESS WHEREOF, we have duly executed the foregoing obligation this _____ day of _____, 20__.

CONTRACTOR:

By: _____
Its President

Attest: _____
Its Secretary

State of _____)
County of _____) SS

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ and _____ personally known to be President and Secretary respectively of _____, a corporation and also known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President and Secretary respectively they signed, sealed and delivered, the said instrument as the free and voluntary act of said corporation, for the uses and purposes therein set forth, and that they were duly authorized to execute the same by the Board of Directors of said corporation.

Given under my hand and Notarial Seal this _____ day of _____ A.D., 20__.

Notary Public

SURETY:

By: _____
Its Attorney in Fact

State of _____)
County of _____) SS

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, who is personally known to me to be the same person who signed the above and foregoing instrument as the Attorney In Fact for _____, appeared before me this day in

person and acknowledged that he/she signed the name of _____, thereto, as its Principal, and his/her name as Attorney In Fact, as the free and voluntary act of said Principal for the uses and purposes therein set forth, and that he/she executed the said instrument under authority given to him/her by said Principal.

Given under my hand and Notarial Seal this _____ day of _____, A.D., 20__.

Notary Public

~~APPROVED THIS 3rd day of August A.D., 2009.~~

~~CITY OF ELMHURST~~

By: _____
Its Mayor, Peter P. DiCianni III

Attest: _____
Its City Clerk, Patty Spencer

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, _____, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Peter P. DiCianni, Mayor of the City of Elmhurst, and Patti Spencer, its City Clerk, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and City Clerk, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as such Mayor and City Clerk, respectively, and as the free and voluntary and act of the City of Elmhurst for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 20__.

Notary Public

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 Contract Bond shall be responsible for the completion of the contract.

I, _____, hereby certify that I am
(Name of Person Certifying)
the _____,
(Office of Person Certifying)
of Strada Construction Company, and as such hereby represent and warrant to the City of
(Name of Contractor)
Elmhurst, a municipal corporation, that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

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

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

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

- (1) Publishing a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
 - b. Specifying the actions that will be taken against employees for violations of such prohibition;
 - c. Notifying the employee that, as a condition of employment on such Contract, the employee will:
 - i. Abide by the terms of the statement;
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (2) Establishing a drug-free awareness program to inform employees about:
- a. the dangers of drug abuse in the workplace;
 - b. the Contractor's policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance program; and
 - d. the penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement to give a copy of the statement required by Subsection (D)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
- (4) Notifying the City 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: _____, 2009 Contractor: Strada Construction Company

By: _____
(Authorized Agent of CONTRACTOR)

Title: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____, known to me to be the
(Name of Signatory)

(Office)
of the Contractor, appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: _____, 2009

Notary Public

(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: _____, 2009 Contractor: **Strada Construction Company**

By: _____
Title

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____, known to me to be the _____ of **Strada Construction Company**, appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed.

Dated: _____, 2009 _____
Notary Public

R - 21 - 2009

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A CONTRACT BETWEEN THE CITY OF ELMHURST, ILLINOIS,
AND SWALLOW CONSTRUCTION CORPORATION, FOR THE
2009 FIRE HYDRANT AND WATERMAIN VALVE REPAIR PROJECT**

**PASSED AND APPROVED BY
THE MAYOR AND CITY COUNCIL
THE 3rd DAY OF AUGUST, 2009**

**Copies To All
Elected Officials**

7-30-09

R - 21 - 2009

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A CONTRACT BETWEEN THE CITY OF ELMHURST, ILLINOIS,
AND SWALLOW CONSTRUCTION CORPORATION FOR THE
2009 FIRE HYDRANT AND WATERMAIN VALVE REPAIR PROJECT**

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 engage in the 2009 Fire Hydrant and Watermain Valve Repair Project; and

WHEREAS, the City has solicited proposals and has received a satisfactory proposal for a contract for the 2009 Fire Hydrant and Watermain Valve Repair Project with Swallow Construction Corporation, (the "Contractor"); and

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 the Contractor for the 2009 Fire Hydrant and Watermain Valve Repair Project.

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

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

Section 2. It is hereby determined that it is advisable, necessary and in the public interest that the City enter into the Contract with the Contractor, which Contract is attached hereto marked as Exhibit "A", for the 2009 Fire Hydrant and Watermain Valve Repair Project.

Section 3: The corporate authorities of the City hereby approve the Contract and the Mayor be and is hereby authorized and directed to execute, and the City Clerk be and is hereby authorized and directed to attest, on behalf of the City, the Contract by and between the City and the Contractor in substantially the form attached hereto as Exhibit "A", with such changes therein as may be approved by the officials executing the same, their execution thereof shall constitute conclusive evidence of their approval of the same.

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

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

APPROVED this 3rd day of August, 2009, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me the _____ day of August, 2009.

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

ATTESTED and filed in my office,
this _____ day of August, 2009.

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

Exhibit A

**CONTRACT BETWEEN THE CITY OF ELMHURST, ILLINOIS,
AND SWALLOW CONSTRUCTION CORPORATION, FOR THE
2009 FIRE HYDRANT AND WATERMAIN VALVE REPAIR PROJECT**

CONTRACT

THIS CONTRACT, made the 4th day of August, 2009, by and between Swallow Construction Corporation (hereinafter referred to as the "Contractor"), and the City of Elmhurst, DuPage County, Illinois (hereinafter referred to as the "City"),

WITNESSETH:

The Contractor and the City, for and in consideration of the payments to be made by the City and the agreements set forth in the Proposal hereto attached, 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, furnish all materials and labor necessary to complete the Work and in full compliance with all of the terms of this contract and the requirements of the City under it.

ARTICLE I: SCOPE OF WORK

The Contractor shall perform everything required to be performed, and shall provide and furnish all labor, materials, plant, tools, equipment, and other necessary apparatus and all transportation services required to complete all the work required for the Fire Hydrant and Watermain Valve Repair Program, Project No. 09-16 in the City of Elmhurst, DuPage County, Illinois, all in strict accordance with the contract documents, which contract documents are made a part of this contract; and the Contractor shall do everything required by this contract and other documents constituting a part thereof all in strict compliance with Notice to Bidders and Invitation for Bids, the Specifications, Special Provisions, Proposal and Contract Bond which are essential documents of and made a part of this Contract.

ARTICLE II: TIME OF COMMENCEMENT AND COMPLETION

The work to be performed under this contract shall be commenced within (10) calendar days after the date the City gives the Contractor written notice to proceed. The work shall be substantially completed within thirty -five (35) calendar days after the date of such notice, with such extensions of time as are provided for in the General Requirements and Covenants set forth as Section 100 of the current edition of the "Illinois Department of Transportation Standard Specifications for Road and Bridge Construction" (hereinafter referred to as the "Standard Specifications").

ARTICLE III: THE CONTRACT PRICE

The City will pay the Contractor at the unit prices provided 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 hereof, which time is hereby declared to be of the essence of this contract.

The total contract price is ninety four thousand and 00/100 Dollars (~~\$94,000.00~~)

ARTICLE IV: PAYMENT

Partial payment, acceptance, and final payment is to be made to the Contractor in accordance with and subject to the provisions embodied in the Special Provisions, which are made a part of this Contract.

Final Payment

Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by the Department to the Contractor as follows:

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

ARTICLE V: COMPONENT PARTS OF THE 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 and are collectively referred to as the contract documents:

1. Addenda, if any (none unless indicated here) _____
2. Request for Proposals
3. Instructions to Bidders
4. Proposal
5. Contract
6. Contract Bond
7. Bidder's Certification
8. Special Provisions
9. Plans and Drawings
10. The "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, 2009 (hereinafter referred to as the "Standard Specifications for Road and Bridge Construction") issued by the Illinois Department of Transportation. (Note: Not furnished by the City, but available from the Illinois Department of Transportation. See <http://www.dot.state.il.us>).

11. 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. (Note: Not furnished by the City, but available from the Illinois Department of Transportation. See <http://www.dot.state.il.us>).
12. All of the Supplemental Specifications listed herein and those Recurring Special Provisions and Recurring Local Roads and Streets Special Provisions, adopted January 1, 2009, indicated on the Check Sheet included herein supplement the Standard Specifications for Road and Bridge Construction, the Bureau of Design and Environment (BDE) Special Provisions, indicated on the Check Sheet included herein, 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. (Note: Not furnished by the City, but available from the Illinois Department of Transportation. See <http://www.dot.state.il.us>).
13. The "Standard Specifications for Sewer and Water Main Construction in Illinois" Fifth Edition, May 1996 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").(Note: Not furnished by the City, but available from the Illinois Department of Transportation. See <http://www.dot.state.il.us>).

If there are any inconsistencies in the contract documents which are not clarified by an Addendum, the better quality or greater quantity shall be provided in accordance with the City's interpretation thereof.

ARTICLE VI: COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall comply with all applicable laws, regulations and rules promulgated by a Federal, State, County, Municipal or other governmental unit or regulatory body which are now in effect or which may be in effect during the performance of the work. Included with the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act and regulations, EEOC statutory provisions and rules and regulations, OSHA statutory provisions and rules and regulations, and State and Federal EPA statutory provisions and rules and regulations.

ARTICLE VII: MISCELLANEOUS PROVISIONS

Independent Contractor. The Contractor shall have full control of the means and methods of performing the work which is the subject of this contract and the Contractor, its employees, representatives or subcontractors shall, in no sense, be deemed employees of the City, it being specifically agreed that with respect to the

City, the Contractor and any party employed by the Contractor bears the relationship of an independent contractor.

No Third Party Rights. Nothing contained in the contract documents shall create a contractual relationship between the City and any third party; however, it is understood and agreed that the City is an intended third-party beneficiary of all contracts, subcontracts, purchase orders and other agreements between the Contractor and third parties. The Contractor shall incorporate the obligations of this contract in its respective subcontracts, supply agreements and purchase orders.

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.

Notices. Written notices between the City and the 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 the City

City of Elmhurst
209 North York Road
Elmhurst, Illinois 60126
Attn: Mr. Thomas P. Borchert, City Manager

b. If to Contractor:

Attn: _____

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

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 Department and Contractor. This Contract is executed that day and year first written above.

Additional Documents. The Contractor shall furnish any required affidavit or certificate, in connection with work covered by this contract as provided by law.

Governing Law. This contract shall be governed by the laws of the State of Illinois. Venue for any disputes between the parties shall be proper only in the Circuit Court for the 18th Judicial Circuit, DuPage County, Illinois.

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

CONTRACTOR:

By: _____
Its _____
President

Attest: _____
Its _____
Secretary

CITY OF ELMHURST

By: _____
Peter "Pete" Dicianni
Mayor

Attest: _____
Patty Spencer
City Clerk

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS that we Swallow Construction Corporation Principal (hereinafter referred to as the "Contractor"), and _____, (hereinafter referred to as the "Surety"), are held and firmly bound unto the City of Elmhurst, DuPage and Cook Counties, Illinois (hereinafter referred to as the "City"), in the penal sum of _____ (\$ _____) lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bond ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH, that whereas the Contractor has entered into a contract with the City, bearing a date of _____ August 4th A.D. 2009, for the Fire Hydrant and Watermain Valve Repair Program, 09-16, in the City of Elmhurst, DuPage and Cook Counties, Illinois, which said contract is made a part of this bond the same as though set forth herein,

NOW, THEREFORE, if the Contractor shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, material men, and laborers for labor performed and materials furnished in the carrying forward, performing or completing of said contract; we agreeing that this undertaking shall be for the benefit of any subcontractor, material men or a laborer having a just claim, as well as for the City herein, then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as stated herein.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of any contract documents comprising said contract, or to the work to be performed thereunder, shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the work or to the terms of said contract documents comprising said contract.

person and acknowledged that he/she signed the name of _____, thereto, as its Principal, and his/her name as Attorney In Fact, as the free and voluntary act of said Principal for the uses and purposes therein set forth, and that he/she executed the said instrument under authority given to him/her by said Principal.

Given under my hand and Notarial Seal this _____ day of _____, A.D., 20__.

Notary Public

**APPROVED THIS 3rd day of August A.D., 20 09
CITY OF ELMHURST**

By: _____
Its Mayor , Peter P. DiCianni III

Attest: _____
Its City Clerk, Patty Spencer

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, _____, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Peter "Pete" Dicianni, Mayor of the City of Elmhurst, and Patty Spencer, its City Clerk, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and City Clerk, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as such Mayor and City Clerk, respectively, and as the free and voluntary and act of the City of Elmhurst for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 20__.

Notary Public

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 Contract Bond shall be responsible for the completion of the contract.

I, _____, hereby certify that I am
(Name of Person Certifying)
the _____,
(Office of Person Certifying)
of Swallow Construction Corp., and as such hereby represent and warrant to the City of
(Name of Contractor)
Elmhurst, a municipal corporation, that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

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

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

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

- (1) Publishing a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
 - b. Specifying the actions that will be taken against employees for violations of such prohibition;
 - c. Notifying the employee that, as a condition of employment on such Contract, the employee will:
 - i. Abide by the terms of the statement;
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (2) Establishing a drug-free awareness program to inform employees about:
- a. the dangers of drug abuse in the workplace;
 - b. the Contractor's policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance program; and
 - d. the penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement to give a copy of the statement required by Subsection (D)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
- (4) Notifying the City 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: _____, 2009 Contractor: Swallow Construction Corporation

By: _____
(Authorized Agent of CONTRACTOR)

Title: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____, known to me to be the
(Name of Signatory)

(Office)
of the Contractor, appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: _____, 2009

Notary Public

R - 22 - 2009

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A CONTRACT BETWEEN THE CITY OF ELMHURST, ILLINOIS,
AND C-A CEMENT COMPANY, FOR THE 2009
CONTRACT PAVING PROGRAM**

**PASSED AND APPROVED BY
THE MAYOR AND CITY COUNCIL
THE 3rd DAY OF AUGUST, 2009**

**Copies To All
Elected Officials**

7-30-09

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A CONTRACT BETWEEN THE CITY OF ELMHURST, ILLINOIS,
AND C-A CEMENT COMPANY FOR THE 2009
CONTRACT PAVING PROGRAM**

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 engage in the 2009 Contract Paving Program; and

WHEREAS, the City has solicited proposals and has received a satisfactory proposal for a contract for the 2009 Contract Paving Program with C-A Cement Company, (the “Contractor”); and

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 the Contractor for the 2009 Contract Paving Program.

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

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

Section 2. It is hereby determined that it is advisable, necessary and in the public interest that the City enter into the Contract with the Contractor, which Contract is attached hereto marked as Exhibit “A”, for the 2009 Contract Paving Program.

Section 3: The corporate authorities of the City hereby approve the Contract and the Mayor be and is hereby authorized and directed to execute, and the City Clerk be and is hereby authorized and directed to attest, on behalf of the City, the Contract by and between the City and the Contractor in substantially the form attached hereto as Exhibit

“A”, with such changes therein as may be approved by the officials executing the same, their execution thereof shall constitute conclusive evidence of their approval of the same.

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

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

APPROVED this 3rd day of August, 2009, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me the _____ day of August, 2009.

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

ATTESTED and filed in my office,
this _____ day of August, 2009.

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

Exhibit A

**CONTRACT BETWEEN THE CITY OF ELMHURST, ILLINOIS,
AND C-A CEMENT COMPANY, FOR THE 2009
CONTRACT PAVING PROGRAM**

R-22-09

CONTRACT

THIS CONTRACT made this 22ND day of June, 2009, by and between C-A Cement Company (hereinafter referred to as the "Contractor"), and the City of Elmhurst, DuPage County, Illinois (hereinafter referred to as the "City").

WITNESSETH:

The Contractor and the City, for the consideration stated herein, agree as follows:

ARTICLE I: SCOPE OF WORK

The Contractor shall perform everything required to be performed, and shall provide and furnish all labor, materials, tools, equipment, and other necessary apparatus and all transportation services required to complete all the work required for the 2009 Contract Paving Program, Project No. 09-02 in the City of Elmhurst, DuPage county, Illinois, all in strict accordance with the contract documents, which contract documents are made a part of this contract; and the Contractor shall do everything required by this contract and other documents constituting a part thereof.

ARTICLE II: TIME OF COMMENCEMENT AND COMPLETION

The work to be performed under this contact shall be commenced within ten (10) calendar days after the date the City gives the Contractor written notice to proceed. Work in the vicinity of Elmhurst schools, as determined by the Engineer, shall be complete by **August 21, 2009**. All work shall be complete by **September 4, 2009**, with such extensions of time as are provided for in the General Requirements and Covenants set forth as Section 100 of the current edition of the "Illinois Department of Transportation Standard Specifications for Road and Bridge Construction" (hereinafter referred to as the "Standard Specifications"). **Bituminous pavement patches shall also be complete by September 4, 2009.**

ARTICLE III: THE CONTRACT PRICE

The City will pay and said Contractor agrees to accept the unit prices provided 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 hereof, which time is hereby declared to be of the essence of this contract.

The total contract price is One Million Four Hundred Eighty-Six Thousand Five Hundred Four and 12/100ths (\$1,486,504.12) Dollars.

ARTICLE IV: PAYMENT

Partial payment, acceptance, and final payment is to be made to the Contractor in accordance with and subject to the provisions embodied in the Special Provisions, which are made a part of this Contract.

ARTICLE V: COMPONENT PARTS OF THE CONTRACT

The 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:

1. Addenda A, attached hereto.
2. Request for Proposals.
3. Instructions to Contractors.
4. Proposal.
5. Form of Contract.
6. Contract Bond.
7. Certificate of Compliance, Drug Free Workplace Act.
8. Qualification Forms.
9. Special Provisions.
10. Plans and Drawings.
11. The current editions of both the "Illinois Department of Transportation Standard Specifications for Road and Bridge Construction" and "Illinois Department of Transportation Supplemental Specifications and Recurring Special Provisions".

Note: Component 11 is comprised of two separate books that will not be furnished by the City but shall be the responsibility of the Contractor to obtain at its own expense.

If there is any conflict between component parts 1-10 hereof and the Standard Specifications and Supplemental Specifications, parts 1-10 shall control.

If there are any inconsistencies in the contract documents which are not clarified by an Addendum, the better quality or greater quantity shall be provided in accordance with the City's interpretation thereof.

ARTICLE VI: COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall comply with all applicable laws, regulations and rules promulgated by a Federal, State, County, Municipal or other governmental unit or regulatory body which are now in effect or which may be in effect during the performance of the work. Included with the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate and Interstate commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act and regulations, EEOC statutory provisions and rules and regulations, OSHA statutory provisions and rules and regulations; and State and Federal EPA statutory provisions and rules and regulations.

ARTICLE VII: MISCELLANEOUS PROVISIONS

The Contractor shall have full control of the ways and means of performing the work which is the subject of this contract and the Contractor, its employees, representatives or subcontractors shall, in no sense, be deemed employees of the City, it being specifically agreed that with respect to the City, the Contractor and any party employed by the Contractor bears the relationship of an independent Contractor.

The Contractor shall not assign or transfer any interest in this contract without written consent of the City. The City shall be entitled to approve all subcontractors.

Nothing contained in the contract documents shall create a contractual relationship between the City and any third party; however, it is understood and agreed that the City is an intended third-party beneficiary of all contracts, subcontracts, purchase orders and other agreements between the Contractor and third parties. The Contractor shall incorporate the obligations of this contract in its respective subcontracts, supply agreements and purchase orders.

The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed Thirty Thousand (\$30,000.00) Dollars to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

The Contractor shall notify the city, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see Federal Acquisition Regulations, FAR 9.404 for information on the Excluded Parties List System.)

The Contractor shall furnish any required affidavit or certificate, in connection with work covered by this contract as provided by law.

The parties hereto agree that the governing law for this contract shall be the laws of the State of Illinois, and that venue for any disputes between them shall be proper only in the circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

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

CONTRACTOR:

C-A CEMENT COMPANY

By: Anna Caputo
Its President

ATTEST:

[Signature]
Secretary

CITY:

CITY OF ELMHURST

By: [Signature]
Peter P. DiCianni III, Mayor

ATTEST:

[Signature]
Patty Spencer, City Clerk

ADDENDA "A"
TO THE CONTRACT
BETWEEN THE CITY OF ELMHURST AND
C-A CEMENT COMPANY FOR THE
2009 CONTRACT PAVING PROGRAM, PROJECT NO. 09-02

THIS INSTRUMENT, is made this ND 22 day of June, 2009, by and between the City of Elmhurst, an Illinois municipal corporation (the "City"), and C-A Cement Company ("Contractor").

WHEREAS, The City and Contractor desire to enter into this Addendum to the Contract for the 2009 Contract Paving Program, Project No. 2009-02.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein set forth, and other good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, it is agreed as follows:

1. The foregoing recitals are hereby incorporated into this agreement and made a part hereof.
2. The Certification Form attached hereto as Exhibit A shall be executed by Contractor and it is agreed among the parties that the assurances contained in Exhibit A are each a material representation of fact upon which reliance is placed by the City in entering into the Contract and this agreement with Contractor.
3. Nothing contained herein shall be construed to give rights or benefits to anyone other than the parties hereto.
4. The relationship of the parties hereto shall be as provided for in this agreement, and neither Contractor nor any of its agents, employees or sub-contractors are the City's employees. Contractor shall have the sole responsibility to pay to or for its agents, employees and sub-contractors all statutory, contractual and other benefits and/or obligations as they become due. Contractor hereby warrants and indemnifies the City for and from any and all costs, fees, expenses and/or damages incurred by the City as result of any claim for wages, benefits or otherwise by any agent, employee or sub-contractor of Contractor regarding or related to the subject matter of this agreement. This indemnification obligation shall survive the termination this agreement.
5. Contractor shall not cause or permit the filing of any liens on any of the City's property. In the event such a lien is filed and Contractor fails to remove it within ten

(10) days after the date of filing, the City shall have the right to pay or bond over such lien at Contractor's sole cost and expense.

6. If any provision of this agreement is found to be invalid or unenforceable, the remaining provision of this agreement will remain in full force and effect, and such invalid or unenforceable provision will be limited and curtailed only to the extent necessary for it to be valid and enforceable.
7. For purposes of this agreement, the effective date ("Effective Date") shall be the date this agreement is executed by the City.
8. This agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The parties expressly agree that any action brought to enforce the terms of this agreement or arising out of the parties relationship shall be brought in the Circuit Court of DuPage County, Illinois, and hereby waive and arguments concerning jurisdiction or forum non conveniens. In any action brought by a party hereto under this agreement, the prevailing party is entitled to recover its reasonable attorney's fees, costs, and expenses of suit.
9. No term of this agreement shall be deemed waived, nor shall any breach be deemed excused unless the waiver is in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.
10. This agreement shall be binding on the parties and their respective successors and assigns. Neither party shall assign this agreement nor delegate its obligations hereunder without the prior written consent of the other party, such consent not to be unreasonably withheld.
11. Each party hereto represents and warrants that it is authorized to enter into this agreement and that any person or entity executing this agreement on behalf of such party has the authority to bind such party or the party which they represent, as the case may be.
12. This agreement shall not be amended or modified other than in writing, signed by both parties.
13. This agreement, and/or all incorporated references herein, shall be governed and construed in accordance with the laws of the State of Illinois. If any provision hereof shall be held to contravene any applicable law, such provision shall be deemed reformed to the extent of conforming to said law, and all other respects the terms hereof shall remain in full force and effect.

14. If any terms of this Addendum and any terms of the Contract are in conflict, the terms of this Addendum shall control.

ACCEPTED:
C-A CEMENT COMPANY

By: X Anna Caputo
Print Name: By: ANNA CAPUTO
Its: PRESIDENT
Date: 6-22-09

EXECUTED by CONTRACTOR in the presence of:

Print Name: ANTONIO CAPUTO
Witness: [Signature]

ACCEPTED:
CITY OF ELMHURST

By: [Signature]
Peter P. DiCianni III, Mayor
Date: _____

ATTEST:

[Signature]
Patty Spencer, City Clerk

EXHIBIT A
CONTRACTOR'S CERTIFICATION FORM

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

I, ANNA COBERTINO, hereby certify that I am the PRESIDENT
(Name of Person Certifying) (Office of Person Certifying)

of C-A Cement Company, and as such hereby represent and warrant to the City of Elmhurst, an Illinois municipal corporation, that Contractor, and if it is a partnership, its general partners and if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

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

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

- (A) 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) 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) 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) 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 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 the 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. 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 Department 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) 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) at the time 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) has not and no employee of or person on behalf of Contractor given any gift prohibited by any State law or City ordinance to any officer, employee of the City or spouse or immediate family member living with any officer or employee of the City in violation of any State law or City ordinance.
- (H) in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635) 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.

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

Dated: 6-24-09

C-A CEMENT COMPANY

By: X Anna Copertino
(Authorized Agent of CONTRACTOR)

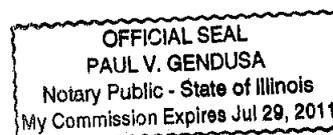
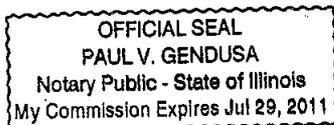
Title: President

STATE OF ILLINOIS)
) SS.
COUNTY OF DuPage)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Anna Copertino, known to me to be the President of Contractor, appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: 6/24/09

Paul V. Gendusa
Notary Public



R - 23 - 2009

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A PURCHASE ORDER BETWEEN THE CITY OF ELMHURST, ILLINOIS,
AND ACCURATE TANK OF NORTH AURORA, ILLINOIS, FOR THE
FUEL ISLAND MANAGEMENT AND INVENTORY SYSTEMS PURCHASE**

**PASSED AND APPROVED BY
THE MAYOR AND CITY COUNCIL
THE 3rd DAY OF AUGUST, 2009**

**Copies To All
Elected Officials**

7-30-09

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A PURCHASE ORDER BETWEEN THE CITY OF ELMHURST, ILLINOIS,
AND ACCURATE TANK OF NORTH AURORA, ILLINOIS FOR THE
FUEL ISLAND MANAGEMENT AND INVENTORY SYSTEM PURCHASE**

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 engage in the Fuel Island Management and Inventory System Purchase; and

WHEREAS, the City has solicited proposals and has received a satisfactory proposal for a purchase order for the Fuel Island Management and Inventory System Purchase with Accurate Tank of North Aurora, Illinois, (the "Contractor"); and

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 purchase order with the Contractor for the Fuel Island Management and Inventory System Purchase.

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

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

Section 2. It is hereby determined that it is advisable, necessary and in the public interest that the City enter into the purchase order with the Contractor, which proposal is attached hereto marked as Exhibit "A", for the Fuel Island Management and Inventory System Purchase.

Section 3: The corporate authorities of the City hereby approve the proposal and the Mayor be and is hereby authorized and directed to execute, and the City Clerk be and is hereby authorized and directed to attest, on behalf of the City, the proposal by and between the City and the Contractor in substantially the form attached hereto as Exhibit "A", with such changes therein as may be approved by the officials executing the same, their execution thereof shall constitute conclusive evidence of their approval of the same.

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

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

APPROVED this 3rd day of August, 2009, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me the _____ day of August, 2009.

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

ATTESTED and filed in my office,
this _____ day of August, 2009.

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

Exhibit A

**PROPOSAL BETWEEN THE CITY OF ELMHURST, ILLINOIS,
AND ACCURATE TANK OF NORTH AURORA, ILLINOIS, FOR THE
FUEL ISLAND MANAGEMENT AND INVENTORY SYSTEM PURCHASE**



CITY OF ELMHURST

209 NORTH YORK STREET
ELMHURST, ILLINOIS 60126-2755
(630) 530-3000
FAX (630) 530-3014
www.elmhurst.org

THOMAS D. MARCUCCI
MAYOR
PATTY SPENCER
CITY CLERK
CHARITY PIGONI
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

REQUEST FOR PROPOSAL
FUEL TRACKING MONITORING SYSTEM
CITY OF ELMHURST
DU PAGE COUNTY, ILLINOIS

Proposals will be received by the City of Elmhurst, Public Works Dept DuPage County, Illinois until 10:00 a.m., Tuesday, March, 24, 2009 for the following:

FUEL TRACKING MONITORING SYSTEM

Proposals shall be addressed to the City Of Elmhurst, Public Works Garage, 985 South Riverside Drive, Elmhurst, IL 60126, C/O: Chanel F. Caron, Fleet Manager and shall be marked " **Proposal, Fuel Tracking Monitoring System** " Proposals shall be prepared in accordance with the specification, copies of which are on file in, and available at the Department of Public Works, Elmhurst Illinois. Proposals to be submitted on the forms included with specifications.

All Items shall be paid at the unit price for item specified. The proposal price shall include delivery installation, configuration and training to the Elmhurst Municipal Garage, 985 Riverside Drive, Elmhurst, IL 60126

The City of Elmhurst reserves the right to reject any and all proposals or to waive or not waive any informalities in as it is deemed most advantageous and favorable to the City.

All exceptions to this proposal shall be explained and listed in order of specifications.

If you have any questions regarding the specifications, Please contact Chanel F. Caron at (630) 530-3316.

Thomas D. Marcucci
Mayor

Patty Spencer
City Clerk

REQUEST FOR PROPOSAL
FUEL TRACKING MONITORING SYSTEM
CITY OF ELMHURST

The following specifications is for the installation and construction of one (1) Fuel Tracking and Monitoring System for the City of Elmhurst. It is not the intent of the City of Elmhurst to write out any vendor of similar or equal equipment to the type specified. The proposals for equipment that will accomplish the same performance specifications and meet the same standards will be given careful consideration. The City of Elmhurst shall be the sole judge of which equipment is most advantageous to the City and the decision of the City shall be final.

COMPLIANCE:

All proposals submitted shall be itemized, presented in the same order as the City specifications, showing individual prices for all standard and optional equipment to be included in the Fuel Tracking Monitoring System. This provision of the specifications shall be strictly adhered to by the vendor in order to allow the City to compare proposals and to add or delete individual items from the final contract. Proposal not itemized shall be considered non-compliant and be rejected. Any exceptions to the specifications shall be clearly stated in the proposal and any substitutions shall be clearly explained. Vendors shall supply supporting evidence that the material substituted is of equal or superior quality. The City of Elmhurst shall be the sole judge as to the compliance of any provisions of the manufacturer's proposal. A complete copy of the specifications of the City showing areas of compliance checked in ink shall be returned with the Vendors proposal.

QUALIFICATION:

All Vendors shall provide documentation with their proposal showing that they are in a position to provide the equipment specified. All Vendors shall include a current statement of financial condition of the manufacturer of the completed system. It is desired that the Vendors furnishing the proposal in order to protect the City from disputes and problems arising out of divided responsibility for the completed Fuel Tracking Monitoring System.

A Certificate of Liability Insurance will be required by the Installer.

INTENT OF SPECIFICATIONS:

It is the intent of these specifications to clearly describe the furnishing and delivery to the City of Elmhurst (herein after referred to as City"), a complete Fuel Tracking Monitoring System as specified. The primary objective of these specifications is to obtain the most acceptable Fuel Tracking Monitoring System for the City of Elmhurst.

The design of the Fuel Tracking Monitoring System must embody the latest approved design practices. The workmanship must be of the highest quality in its

respective field. Special consideration shall be given to service areas needing periodic maintenance, ease of operation. Construction must be heavy duty and ample safety factors must be provided to carry data loads as specified. The construction method employed will be in such a manner as to allow ready removal of any component for service or repair.

Each proposal must be accompanied by a set of detailed contractor's specifications consisting of a detailed description of the Fuel Tracking Monitoring System and equipment proposed. All proposal specifications must be in the same sequence as the advertised specifications for ease of comparison. These specifications shall include size, type and model of all component parts being furnished. Detailed information shall be provided on materials used to construct all facets of the Fuel Tracking Monitoring System, etc. If a specification item or feature of the Fuel Tracking Monitoring System specified by the City is not contained in the Vendors proposed specifications, it shall be taken as evidence by the City that the Vendor is not furnishing the item in question.

Proposals will be addressed and submitted in accordance with the instructions provided on the cover sheet. The words "**Proposal, Fuel Tracking Monitoring System**" The date and opening time shall be stated on the front of the envelope. It shall be the responsibility of the Vendors to insure that their proposal arrives at the location and time indicated. Late proposals, telegrams facsimiles or telephone proposals will not be considered. No exception.

All Vendors are required to detail the payment terms for the Fuel Tracking Monitoring System on the manufacturers proposal page. Any required prepayments or progress payments must be explained in detail. The City does not desire to make any pre-payments or progress payments on the contract. Payment will be made upon acceptance of the completed Fuel Tracking Monitoring System.

The City of Elmhurst is exempt from all State and Federal taxes.

INSTALLATION

The Vendors shall state the time required for delivery and installation of the completed system on the proposal page. The completed system shall be delivered to the City with full instructions provided to Equipment Maintenance department and IT personnel on operation, care and maintenance of the Fuel Tracking Monitoring System at the Public Works Maintenance Division.

EXCEPTIONS

The following Fuel Tracking Monitoring System specifications are considered minimum design and construction standards. It is the intent to receive proposals on equipment meeting or exceeding the attached detailed specifications. Any proposal being submitted without "Full Compliance" with these specifications shall so state on the proposal page, followed by a detailed "Letter of Exceptions" listing the areas of non-compliance. The letter must include page number and exact nature of exception. Failure to follow this format, provided for the convenience of the City, will render the vendor's proposal non-responsive and ineligible for award of contract.

Vendors shall submit a copy of the City specifications with the compliance to each section of the specification indicated at the end of each section by marking either "COMPLIES" or "DOES NOT COMPLY" option is selected, a detailed explanation shall be provided in the specification AND on separate "Letter of Exceptions" sheet.

The City may add the statement "No Exception" to a component or design feature in these specifications. In the interest of conformity or specific performance requirements, the City does not, in any way, obligate itself to accept the lowest or any proposal. Any Vendor taking total exception to the complete specification or major element will result in immediate rejection of the proposal.

PROPOSAL PRICE:

Each Vendors proposal must include all items required in the specifications unless a specific exception is taken. Any manufacturer who option prices an item included in these specifications that does not specifically require option pricing will have their proposal rejected without further cause.

FUEL TRACKING MONITORING SYSTEM

DETAILED SPECIFICATIONS

DEPARTMENT: Public Works

Vendors shall complete every space in Section I column with either a **check mark**, or a **description** to indicate any deviation of item being bid from the specifications. Bidders should attach explanations of any variations to the requested bid proposal.

The City of Elmhurst, Department of Public Works, reserves the right to accept or reject any or all bids or to waive any informalities in bidding as it deems most advantageous and favorable. This included accepting or rejecting any option pricing for additional items.

EQUIPMENT:

These specifications for the Fuel Tracking Monitoring System and equipment listed in section (I) meet the following minimum specifications. Any deletions or variations from the following specifications must be noted. Any items appearing in the published specifications furnished by Vendors submitting a proposal are assumed to be included in the Proposal. Any additions or deletions to manufacturer regular published specifications must be outlined in an attached letter.

PROPOSAL PRICE

Each Vendors proposal must include all items required in the specifications unless a specific exception is taken. Option pricing for equipment specific will be listed on the manufacturer's proposal (Section II.)

Complies Does Not Comply

Explanation:

SPECIFICATIONS

INTRODUCTION

This document and its attachments comprise a statement of specifications and recommendations for a fully automated fuel dispensing and accounting system for The CITY OF ELMHURST.

A. HISTORY

| Fuel Site Name and Address | Total Number of Dispensers and Hoses | Type of Tank Monitor System |
|---|--|-----------------------------|
| Public Works Garage 985 South Riverside Drive. Elmhurst, IL 60126 | 3 Unleaded Dispenser with 2 hoses Each 1 Diesel Dispensers with 2 hose each | Veeder-Root TLS300-C |

A. GENERAL DESCRIPTION

Furnish and install a complete Automated Fuel Management System that will control and record the individual dispensing of fuel. The system shall provide accurate and timely equipment data while accounting for all the fuel and related products being dispensed. It shall be a stand alone, dial-up and/or network connected, user oriented, fully automated system able to operate completely unattended 24 hours a day, 7 days a week. Access to products shall be restricted to operators with a valid Chip Key, Proximity Key FOB and equipment with valid SmartTags.

Complies Does Not Comply

Explanation: To clarify, proximity key fobs can capture a user ID (up to 9 digit) but requires another access device to begin a transaction.

B. SYSTEM CONFIGURATION

The system shall be composed of three hierarchical levels of processing. The general description of each of these levels is as follows:

Complies Does Not Comply

Explanation:

Level 1 - Central Controller (CC)

1. Network controller (PC) for polling of data from each island monitor device.
2. Accumulation of daily fuel issue data received from each island monitor device.
3. Passing updated system files to each island monitor device to reflect new system parameters.
4. Entry of manual fueling data and maintenance of the vehicle database.
5. Generation of daily and monthly fuel reports.
6. Export fueling transaction to other computers or fleet management software.

Complies Does Not Comply

Explanation:

Level 2 - Island Monitor Device

1. Verification of SmartTag and Proximity Key FOB.
2. Automatically records vehicle identification, odometer reading, and engine hours from the SmartTag.
3. Allow entry of odometer reading when Chip Key or Proximity Key FOB is used.
4. Activates all products at the fuel station that are controlled by the island monitor.
5. Record quantity of fuel dispensed.
6. Retain fuel transactions until polled by the CC processor.

Complies Does Not Comply

Explanation: _____

Level 3 - SmartTag

1. Store vehicle identification, fuel type, limit, & system number.
2. Accurately accumulate mileage and engine hours.
3. Communicate with island monitor device at time of fueling.
4. If Vehicle is equipped with an On Board Diagnostic computer (OBDII), SmartTag should connect directly to the OBDII connector and allow interface to Engine and Trouble Codes.
5. Transmit all stored data to island monitor device.

Complies Does Not Comply

Explanation: _____

2. HARDWARE DETAIL SPECIFICATIONS

A. CENTRAL CONTROLLER (CC) MICROCOMPUTER

The CC microcomputer, installed at a central location, will control polling of each island monitor device for fuel usage data collection. It will also contain software that will be used to maintain the vehicle database as well as generate all required reports. The Vendor (will not) supply the microcomputer for the system's Central Controller.

The CC shall have the capabilities to communicate with another computer or another software package (fleet maintenance). The CC will download all transaction file information to the external computer.

Complies Does Not Comply

Explanation: Communication to other software packages is done by exporting an ASCII file.

B. ISLAND MONITOR DEVICE

For the purpose of this document, the term "island monitor device" will be defined as the fuel island terminal controlling fuel dispensed from one or more pumps.

The island monitor devices will be unattended, 24 hour, fully automated units shall not require a card, key or key-pad entry to activate the fueling procedure, however must allow for use of memory key, card or key-pad entry if desired. A particular fueling site may require one or more island monitor devices depending on the physical site layout. There also may be sites remotely located from the CC. These would require one or more island monitor devices tied to the CC via standard dial up phone lines or network connection via Ethernet.

The fueling lane shall be equipped with one or more island monitor devices. They shall be the main access point through which the user shall obtain fuel. They will be mounted on the service island and shall control the operation of the dispensers. Each island monitor devices shall have the following capabilities:

1. Control simultaneous access to a maximum of 12 hoses and 8 products.
2. The system shall be capable of handling an unlimited number of active vehicles.
3. Reliably accept all data from the SmartTag.
4. Read fuel quantity from each dispenser in 1\10 gallon increments.
5. Capable of storing up to 100,000 transactions.
6. Communicate with the CC.
7. Island monitor device shall read the vehicle data from the SmartTag, which is mounted near the vehicle fill pipe, via RF and received via an RF enabled hose mounted reader. The SmartTag is connected to either the Vehicle Sensor Signal (VSS) or if available the On Board Diagnostic computer (OBDII).
8. Contain manual override switches for each pump in the event of system failure.
9. Be able to survive indefinitely during power failure without loss of data and automatically reset all system parameters upon resumption of power. All transactions must be stored in non-volatile flash memory or equivalent. No batteries are allowed.
10. Be constructed to withstand extended normal use and discourage vandalism and be capable of sustaining operation in local ambient conditions.
11. The terminal will incorporate a keypad through which data such as odometer, security and pump selection can be entered as a backup measure.
12. A secure method (chip key/pin number) must be available to allow authorization of larger trucks that do not have a SmartTag installed.
13. Ability to read Proximity Cards for personnel.
14. It shall contain a full color graphics display with touch screen access (preferred). This display is used to inform the user of all information.
15. It shall run the Windows XP operating system with a minimum of 64 MB.
16. It shall automatically close and be covered when not in use.
17. It should have the ability to open when either a button is pushed or a chip key is entered.
18. All prompts must be customizable including the ability to enter bi-lingual prompts.
19. Shall be resistant to RF interference by use of state-of-the-art components and installation. Fiber optic and/or radio transmission for information is mandatory for interference resistance.
20. Indicate type of control and communications used in the installation.
21. A wire in the dispenser's hose is not acceptable for SmartTag information transmission.
22. Must be designed to use components that will protect the unit from power surges and dips.
23. Must be listed by an independent testing laboratory and designed to meet the following specifications:
 - National Electric Code, NFPA #70-1987
 - Uniform Fire Code
 - Underwriters Laboratories 1238 specifications

24. Be designed so that in case of failure, components can be replaced easily (thumbscrew and plug-in technology) by the user in order to make the user independent of the Vendor.

Complies Does Not Comply

Explanation: #1- Maximum 8 hoses per Island Terminal; #5- Can store 4000 transactions; #14- color graphics touch display not available. The system uses a monochrome text display with alphanumeric keypad; #18- key prompts are customizable but not all;

Products

The island monitor devices must have the ability to control many different types of products for future upgrades. These products must include, but not be limited to:

- Unleaded
- Diesel – both on-road and off-road
- Automatic Transmission oil
- Anti-freeze
- Motor Oils (multi-grades)

Complies Does Not Comply

Explanation:

Bulk Fluid Controls

Bulk fluid controls, if required, must be combined units that incorporate a pulser and solenoid valve in one enclosure. These units must be pre-wired for both electrical on/off control and for pulse signal control back to the island terminal. All units must be capable of withstanding without fluid leaking all pressures normally present in bulk fluid delivery systems up to 1,500 psi. The following specifications are the minimum necessary for each bulk oil control:

- 1 / 10 Quart increments
- .25 to 8 gpm flow rate
- 5 psi – 1500 psi
- 380 Pulses/gal

2) HID Proximity KEY FOB

- Be a device that is specifically designed for use in commercial fuel management systems.
- Be capable of recording and maintaining vehicle identification number, mileage, fuel type, fuel limit, system number, and engine hours.
- Can withstand severe mechanical abuse.
- Compatible with HID II standards and with organization's Personnel HID Cards.
- Key must have an integral eyelet for attachment to a key ring.

Complies Does Not Comply

Explanation: Only reads 9 digit user ID. No read/write capability

3) Chip Key

The following specifications indicate the minimum data contained in each vehicle device that can be customized to meet our needs:

- System Identification Number (3 digits) - A unique code assigned to identify this system as unique so no outsiders can access it.
- Unit Number (10 characters) - This number will be used to identify the vehicle. It will be an alpha-numeric data field.
- Current mileage reading.
- Current hour reading.

Complies Does Not Comply

Explanation: _____

B. ISLAND MONITOR DEVICE SOFTWARE

The following is the minimum software requirements for the island monitor device:

- Be able to communicate with the CC over standard dial up phone lines or IP Device without interfering with fueling activity. Fueling must not be disrupted during communications.
- Must be able to automatically reset all system parameters upon resumption of power after a power failure.
- Fueling transaction must terminate when nozzle is removed from vehicle.
- In the event of CC failure, system should be capable of being polled by another computer (Vendor's).
- Perform all software functions required under section 2. B.
- System must be compatible with memory key or keypad entry activation.

Complies X Does Not Comply

Explanation: Fueling transaction auto-terminates only with Smart Tag

4. FUELING PROCEDURES

The system must have two options for authorization of fueling. The following general sequence of actions will occur during each fueling transaction:

Option 1 – Fully Automated RF ID

- Vehicle enters fueling lane and stops at fuel location.
- The fueller swipes the Personnel HID Card into the Island Controller for personnel identification.
- Fuel nozzle pick-up is inserted into the vehicle fill pipe and commences communication with the SmartTag via the Vehicle RF tag. Island monitor will activate the appropriate dispensers once the vehicle is determined by the Island Monitor to have authorization.
- The Island Monitor Device records the transactional information.
- Island monitor device deactivates the dispenser hose at that fueling location when the fuel nozzle is removed from the vehicle.

- 115VAC@10 watts Reed Switching Rate
- 115 VAC Supply Voltage
- Fiber Optic Signal lines

Complies **X** Does Not Comply

Explanation: Complies in all aspects except does not use fiber optic signal lines.

C. SMARTTAG AND SMARTTAG PROGRAMMER

Vehicle Device – two options needed:

1) The SmartTag shall have the following characteristics:

- Be a device that is specifically designed for use in commercial fuel management systems.
- Be capable of recording and maintaining vehicle identification number, mileage, fuel type, fuel limit, system number, and engine hours.
- Can withstand severe mechanical abuse.
- Be capable of interface to any Vehicle Speed Sensor (VSS) for tracking vehicle mileage.
- If Vehicle is equipped with an On Board Diagnostic computer (OBDII), be capable of connecting directly to the OBDII connector and allow interface to Engine and Trouble Codes.
- Be capable of accepting any number of pulses per mile from 1 to 200,000.
- Operate from 12VDC.
- Be able to track engine on-time via an ignition sensor.
- Be able to terminate the fuel transaction upon detection of engine start.

Complies **X** Does Not Comply

Explanation: Rather than terminate transaction on engine start, system will prevent engine start.

D. SmartTag Programmer

The SmartTags shall be programmed via a handheld programmer. The programmer shall be a battery powered handheld with the following specifications:

- Portable and capable of easily being used as a handheld device
- Incorporate a 5.7" or larger VGA screen that serves dual purpose as a touch-screen
- Stores a minimum of 500 SMARTTAG programmings before downloading
- Allow direct and/or RF connection to a SmartTag
- Shall be downloaded via a serial port

A SmartTag Programmer will be supplied with the system.

Complies Does Not Comply

Explanation: The system requires no programmer. Vehicle information is downloaded from the PC software and is programmed into the vehicle at the fuel island. This is a much better solution.

3. SOFTWARE SPECIFICATIONS

The software must be divided into two separate sections. The software for the CC must be able to support a full range of reporting functions. The software for the island monitor device must be capable of supporting items such as inventory, communication and storage of transaction data. Please state vendor's policy as to software updates, maintenance fees and costs for software changes.

Complies Does Not Comply

Explanation: Updates are included under the warranty period and optional extended maintenance agreements. Otherwise, updates are available at additional cost.

A. FUEL MANAGEMENT SOFTWARE (FMS)

The FMS running on the CC shall be menu driven and almost entirely automated. It shall direct the operator through the few daily functions – with polling available on a scheduled (unattended) basis. The FMS shall manage all of the database functions of the system, including the storing of transaction, inventory, and vehicle information. All data shall be maintained in a Microsoft compatible database format, accessible to other programs. All files –both data and control – shall be easily edited through the program. Custom reports can be designed for each user, with latitude in the order of sorting and the range of sites, dates, vehicles and other variables. The FMS shall not require full time use of the microcomputer.

The following specifications are the minimum required for the FMS:

- Initiate polling and support communication to each island monitor device.
- Manage a minimum of 10 fueling islands.
- Report tank dipping and flag for reorder.
- Be able to sort the daily transaction listing by date and time, vehicle number, fuel site location, fuel type, fuel lane.
- Be able to print daily a list of each individual department's fueling record and a total fuel use of each type fuel for each department.
- Be able to store and use a list of a minimum of 100 individual departments along with complete alphanumeric labels for each department.
- Be able to print on request a total vehicle list and fueling history.
- Be able to set polling times and have the CC poll each island monitor device without operator assistance.
- Change, enter, create or eliminate information pertaining to vehicle information. Add, delete or lockout vehicles.
- Set per gallon prices by tank and assign to the quantity of fuel dispensed to show price per transaction.

Complies X

Does Not Comply

Explanation:

Complies Does Not Comply

Explanation: _____

Option 2 – HID Proximity KEY FOB

- Fueler is requested to enter mileage.
- The fueler swipes Weigand Compatible HID Key FOB into the Island Controller.
- The fueler swipes the Personnel HID Card into the Island Controller for personnel identification.
- The fueler will then be shown which hoses are available for use, based on type of fuel, and be told to make a selection.
- The system will inform the fueler to start fueling.

Complies Does Not Comply

Explanation: Assumes personal proximity fob and vehicle chip key rather than 2 proximity fobs

5. GENERAL SYSTEM PARAMETERS

A. SITE DESCRIPTION

The following information is a description of the fuel lane.

1. Site Address
2. Number of fueling lanes/islands
3. Quantity and type of dispensers per fueling lane/fuel island (single or dual)
4. Products dispensed from each pump
5. Number of transit fuel lane monitoring devices needed for each site.
6. Type and quantity of fluid reels, if any.
7. Address where the CC shall be located
8. Number of Fuel Island Monitoring Devices that will be connected directly to the CC.

There will be 330 vehicles using the system. The system must be able to handle a linear growth of these numbers.

B. GENERAL EQUIPMENT REQUIREMENTS

- _____ SmartTag (s) must be included in the system price.
- _____ SmartTag programmer (s) must be included in the system price.
- _____ Proximity Key FOB(s) Weigand Compatible HID Reader must be included in the system price.
- _____ Fuel Management Software programs must be included in the system price.

C. WARRANTY AND MAINTENANCE

The contractor will warrant the system to be free from defects during the warranty period and assume sole responsibility for the performance of all equipment, materials, labor, software and programs supplied by subcontractors during this period. The contractor must certify that an engineer or electronics technician trained in the operation and repair of the system is employed by the contractor for warranty work. Contractor must maintain a 24 hour per day, 365 day per week emergency phone support service that can provide technical telephonic support for any problems.

Maintenance costs, terms and conditions (that apply after the warranty period) must be stated by the bidder with the proposal. Warranty period shall be for a period of one (1) year after acceptance.

Complies Does Not Comply

Explanation: _____

D. TRAINING

Included in this specification is the education of personnel who will operate, maintain and enhance the system at the end of the contract period. Training will be provided for:

Operation of the island monitor devices.

Installation of SmartTags.

Preventative maintenance of the island monitor devices

Operation of any external devices including SmartTag Programmer, computer interfaces and any other computer equipment.

Documentation will cover all facets of the system including the various manuals or discs provided by the manufacturer. Training for Six (6) employees shall be provided for a minimum of a period of one (1) week.

Complies Does Not Comply

Explanation:

E. INSTALLATION CRITERIA

Installation shall include all cost necessary to make the entire system fully functional as described in these specifications. All control lines shall utilize fiber optics for opening of valves and sending pulse data back to the Island Controller.

1. Island Monitor Device

All wiring and construction must conform to all applicable Federal, State and Local laws and regulations. All 110-volt power lines from the key readers to the pumps must be enclosed in steel conduit. Care must be taken to install all components in a manner that will protect them from the environmental conditions of heat, dust and water. Additionally, they will be installed so as not to impede equipment traffic and will be reasonably protected from damage by moving equipment or high winds.

2. Central Controller

All cables connecting any auxiliary equipment will be placed neatly and protected from wear and damage.

3. SmartTags

Vendor shall not be required to install the vehicle units. Please give approximate time per vehicle required to install the vehicle unit.

Complies X Does Not Comply

Explanation: Typically, vehicle units take 1 – 1.5 hours to install.

Base Bid

Item 1. Fuel Management Fuel System

Includes Fuel Island Terminal, Software, Key Encoder
and Training: Chip key only. 1 day of training is

\$ 8550

Included. Additional training is \$800/day.

Installation Of Fuel Management System:

\$ 1600

Cost of Chip Key's for 280 Key's: \$4.20 each

\$ 1176

Total Cost for a Fully Operational System:

\$ 11,326

Option 1. To Be include with above Fuel System:

Fully Automated RF ID System

\$ 7250

Includes additional training for vehicle unit installation

Cost for OBDII Smart Tags for 30 Vehicles:

\$ 6900

Unit cost is \$230 for single tank, \$295 for dual tank

Cost for RF ID Only for 8 Heavy Duty Vehicles:

\$??

Option 2. To be included with above Fuel System:

HID Proximity Key Fob System

\$ 795

Cost for HID Proximity Key Fobs

\$ 12 ea

Number of Days Installation to begin after Receipt of Order: 8 weeks

Vendors Name:

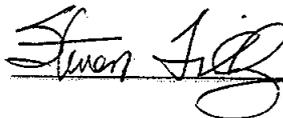
Accurate Tank Technologies, Inc.

Address

204 Poplar Place

North Aurora, IL 60542

Authorized Representative Signature



Authorized Representative Printed Name:

Steven Trabilisy

Authorized Representative Title:

President

Date:

March 23, 2009

Phone:

630.375.6121

Award will be on Base Proposal Total. All Optional Items will be included as Funding Permits



March 23, 2009

Mr. Chanel F. Caron
Fleet Manager
City of Elmhurst
Public Works Garage
985 S. Riverside Dr
Elmhurst, IL 60126

RE: Proposal, Fuel Tracking Monitor System

Mr. Caron:

We are please to submit our proposal for the Fuel Tracking Monitor System project.

Accurate Tank Technologies is known throughout Northern Illinois as a leading provider of services and equipment to municipalities and private fleet operations. We have twenty years of experience with all aspects of fleet fueling operations, including Fuel Management Systems. We are proposing a system from Syntech-FuelMaster, which is capable of meeting the requirements for all three levels contained in the specification. The Syntech-FuelMaster company is located in Florida and has installations in thousands of fueling operations throughout the United States. Syntech has been in business since 1970 and has been manufacturing FuelMaster systems since 1988. More information about Syntech-FuelMaster can be obtained at www.syntech-fuelmaster.com. We have enclosed literature and a CD-ROM with further product information.

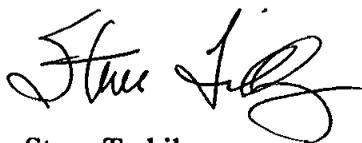
As requested, we have enclosed a copy of the specification provided by the City of Elmhurst marked with the compliance status and any explanations for each section. Please refer to the separate, enclosed Scope of Work that we have prepared to further clarify our interpretation of the provided specification.

Though we have had some discussion about the bulk fluid controls, no definitive solution has been provided for in this proposal. The FuelMaster system is capable of authorizing multiple hoses simultaneously and recording separate transactions for each product. We have not included the cost of that additional equipment in this proposal.

Delivery and installation times are approximately 8 weeks from placement of order. Scheduling of vehicle equipment installation training should be done immediately, as this becomes a critical path item. Payment terms are: 1/3 down payment with order; the final payment net 30 days after completion of the installation. Please note that quoted prices do not include any state or local taxes or the cost of any permits.

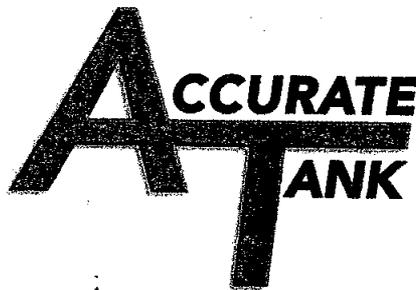
We look forward to serving the City of Elmhurst and thank you for the opportunity to participate on this project.

Regards,

A handwritten signature in black ink, appearing to read "Steve Trabilsy". The signature is fluid and cursive, with the first name "Steve" written in a larger, more prominent script than the last name "Trabilsy".

Steve Trabilsy
President

Enclosures



SCOPE OF WORK

Customer

Mr. Chanel F. Caron
Fleet Manager
City of Elmhurst
Public Works Garage
985 S. Riverside Dr
Elmhurst, IL 60126

March 23, 2009

RE: Proposal, Fuel Tracking Monitor System

Scope of Work

The following is included in the cost for the installation of FuelMaster fuel management system at the City of Elmhurst Public Works facility.

-Remove existing Petro Vend fuel management system

Level 1

- Supply and install (1) FuelMaster FMU fuel island master terminal to control 6 hoses, with Prokee reader, pedestal and modem
- New FuelMaster fuel island terminal is to use existing conduits and wiring from Petro Vend system currently in place. Accurate Tank to provide direct connection from island terminal to PC using existing Petro Vend communications wiring to FSC site controller. Does not include any additional wiring.
- Supply FuelMaster PLUS PC software (owner to supply PC running Windows XP)
- Supply 280 Prokees and Prokee encoder (USB interface to PC)
- Provide basic training on system and PC software.

Level 2

- Supply and install (1) FuelMaster FMU fuel island master terminal to control 6 hoses, with RF Tag interface, Prokee reader, pedestal and modem
- Supply and install (6) RF Nozzle Tags to facilitate automated fueling
- Supply 30 Smart Tags (AIM2) vehicle units for single tank vehicles

-On site factory training for installation and use of vehicle units and AIM2 fueling system. Consists of minimum 2 days training for mechanics.

Level 3

- Add proximity card reader to Level 2 system.

Assumptions

-Installation of fuel management system assumes existing electrical supply and wiring is adequate and reusable. Any additional conduits or wiring are at additional cost.

-Assumes existing pulsers and dispensers are functioning properly.

-Owner to provide the PC and any computer hardware needed for the FuelMaster Plus software.

TERMS:

1/3 PAYMENT REQUIRED WITH ORDER. BALANCE DUE 30 DAYS AFTER COMPLETION OF INSTALLATION. ALL OUTSTANDING BALANCES REMAINING UNPAID TEN (10) DAYS AFTER THE INVOICE DATE SHALL BE SUBJECT TO INTEREST AT THE RATE OF 1.5 PERCENT PER MONTH, OR THE MAXIMUM PERMISSIBLE UNDER APPLICABLE LAW, WHICHEVER IS LESS, STARTING FROM THE INVOICE DATE AND CONTINUING UNTIL PAID IN FULL. IN THE EVENT CUSTOMER FAILS TO PAY ANY OUTSTANDING BALANCE, CUSTOMER SHALL BE RESPONSIBLE TO PAY FOR ACCURATE TANK TECHNOLOGIES COLLECTION COSTS (INCLUDING REASONABLE ATTORNEY FEES AND COURT COSTS). PAYMENTS RECEIVED WILL BE APPLIED FIRST TO COLLECTION COSTS, IF ANY, SECOND TO ACCRUED INTEREST, AND THE BALANCE OF THE PAYMENT TO ANY UNPAID FEES FOR CONTRACT SERVICES

INSURANCE, LIABILITY AND INDEMNITY:

ACCURATE TANK CARRIES WORKER'S COMPENSATION INSURANCE AND SUCH COVERAGE UNDER PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE POLICIES THAT ACCURATE TANK DEEMS TO BE ADEQUATE. CERTIFICATES FOR ALL SUCH POLICIES OF INSURANCE SHALL BE PROVIDED TO CUSTOMER UPON WRITTEN REQUEST.

CUSTOMER AGREES THAT ACCURATE TANK'S TOTAL LIABILITY TO CUSTOMER FOR ANY LOSSES OR DAMAGES ARISING OUT OF THIS CONTRACT FROM ANY CAUSE INCLUDING ACCURATE TANK'S STRICT LIABILITY, BREACH OF CONTRACT OR NEGLIGENCE, ERRORS OR OMISSIONS SHALL NOT EXCEED ACCURATE TANK'S TOTAL FEE FOR THE SERVICES RENDERED UNDER THIS CONTRACT.

CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS ACCURATE TANK AND ITS SUBCONTRACTORS AND AGENTS, OFFICERS, DIRECTORS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE SERVICES OR WORK OF ACCURATE TANK UNDER THIS CONTRACT. TO THE FULLEST EXTENT PERMITTED BY LAW, SUCH INDEMNIFICATION SHALL APPLY REGARDLESS OF BREACH OF CONTRACT OR STRICT LIABILITY OF ACCURATE TANK. SUCH INDEMNIFICATION SHALL NOT APPLY TO THE EXTENT SUCH CLAIMS, DAMAGES, LOSSES OR EXPENSES ARE FINALLY DETERMINED TO RESULT FROM ACCURATE TANK'S SOLE NEGLIGENCE.

VOW

R - 24 - 2009

**A RESOLUTION AUTHORIZING THE EXECUTION
OF AN AGREEMENT BETWEEN THE CITY OF ELMHURST, ILLINOIS,
AND NOVAPRO RISK SOLUTIONS, LP, FOR CLAIMS MANAGEMENT AND
RELATED SERVICES FOR SELF-INSURED LIABILITY RISKS**

PASSED AND APPROVED BY
THE MAYOR AND CITY COUNCIL
THE ___ DAY OF AUGUST, 2009

**A RESOLUTION AUTHORIZING THE EXECUTION
OF AN AGREEMENT BETWEEN THE CITY OF ELMHURST, ILLINOIS,
AND NOVAPRO RISK SOLUTIONS, LP, FOR CLAIMS MANAGEMENT AND
RELATED SERVICES FOR SELF-INSURED LIABILITY RISKS**

WHEREAS, the City of Elmhurst, DuPage County, Illinois, (hereinafter referred to as the "City"), desires to engage NovaPro Risk Solutions, LP, (hereinafter referred to as "NovaPro"), for claims management and related services for self-insured liability risks; and

WHEREAS, it is advisable, necessary and in the public interest that the City of Elmhurst enter into an agreement with NovaPro for claims management and related services for self-insured liability risks.

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

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

Section 2. It is hereby determined that it is advisable, necessary and in the public interest that the City enter into the Agreement with NovaPro, which Agreement is attached hereto marked as Exhibit "A", for claims management and related services for self-insured liability risks.

Section 3: The corporate authorities of the City hereby approve the Agreement and the Mayor be and is hereby authorized and directed to execute, and the City Clerk be and is hereby authorized and directed to attest, on behalf of the City, the Agreement by and between the City and NovaPro in substantially the form attached hereto as Exhibit "A", with such changes therein as may be approved by the officials

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

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

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

APPROVED this _____ day of August, 2009, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me the _____ day of August, 2009.

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

ATTESTED and filed in my office,
this _____ day of August, 2009.

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

Exhibit A

**AGREEMENT BETWEEN THE CITY OF ELMHURST, ILLINOIS, AND
NOVAPRO RISK SOLUTIONS, LP, FOR CLAIMS MANAGEMENT AND
RELATED SERVICES FOR SELF-INSURED LIABILITY RISKS**

CLAIMS SERVICE AGREEMENT
Self Insured/Two Party

This CLAIMS SERVICE AGREEMENT ("Agreement") is made by and between NovaPro Risk Solutions, LP, a Georgia limited partnership with its principal office located at 401 West A Street, Suite 1400, San Diego, CA 92101 ("NovaPro"), and the City of Elmhurst, IL, an Illinois municipal corporation, with its principal office located at 209 N. York Street, Elmhurst, IL 60126, ("Client").

W I T N E S S E T H

WHEREAS, the Client wishes to retain the services of NovaPro to provide Claims Management and related services as defined in Section 3, for its Self-Insured Liability risks and desires to have NovaPro provide specific services in connection with such claims program, and

WHEREAS, NovaPro is willing to provide such services on the terms and conditions hereinafter stated, and

NOW THEREFORE, in consideration of the promises and the mutual covenants contained herein, the parties agree as follows:

Section 1. Definitions

As used in this Agreement, the following terms shall have the meanings ascribed to them in this Section 1.

1.1 Allocated Loss Adjustment Expenses. Customary and usual costs and expenses incurred and/or paid by NovaPro on Client's behalf in connection with the investigation, adjustment, settlement or defense of a particular Claim. Such costs and expenses shall include, but shall not be limited to: Field Claims Services performed by NovaPro field office personnel or other third-parties, attorneys fees, court costs, and service of process expenses; charges for copies of police reports and other public records; medical evaluation fees; laboratory fees; expert witness fees; certified mail and courier expenses; subrogation and collection expenses; charges for credit bureau reports; photograph costs; costs for providing filing with Index Bureau, NATB or PILR, or other regulatory filing; charges for bank service fees, check stock printing costs; charges and fees for medical cost containment services such as utilization review, pre-admission authorization, hospital and provider bill audits and medical case management; travel costs and associated service fees for off-site meetings, settlement conferences, depositions, hearings and similar appearances necessary or appropriate to protect the interests of Client. Allocated Loss Adjustment Expenses shall not include Claims Management Fees payable to NovaPro as described in Section 2 nor the salaries, wages, or benefits paid to NovaPro's employees or offices and other overhead expenses associated with the performance of Claims Management Services by NovaPro hereunder.

1.2 Authority Limit. The term "Authority Limit" shall mean the limit of NovaPro's authority established by Client for the administration, settlement, reserving and payment of Claims as described in Section 3.1.

1.3 Claim Loss and Expense Payment Account. A separate bank account is to be established for the purposes of paying Claims and related loss adjustment and other expenses.

1.4 Claims Management Services. Shall mean those services described in Section 3 herein.

1.5 Inception Date. The Inception date of this Agreement shall be 12:01 AM August 1, 2009.

1.6 Claim. Shall mean an occurrence or event reported to NovaPro where reserves are established or where payment is requested.

1.7 Incident. Shall mean an occurrence or event reported to NovaPro for database entry only and where no claim technical activity is incurred.

1.8 Term of Agreement. The term of the Agreement shall commence on the Inception Date and continue until 12:01 AM August 1, 2010 or amended or terminated earlier as provided in Section 10 herein.

Section 2. Scope & Terms of NovaPro Service Obligations

2.1 Scope and Term of Service Obligations. Commencing on the Inception Date, Claims Management Services, Field Claims Services (as defined in 4.1) and other services as specified shall be performed by NovaPro hereunder with respect to all Claims with dates of loss falling under the effective dates of this Agreement. In addition, NovaPro will assume responsibility for pending claims being transferred from the former Third Party Administrator on the Inception Date. NovaPro shall have no obligation whatsoever to perform any services hereunder other than as specifically set forth herein.

2.2 Claims Management and Field Claim Fees – Claims. Client agrees to pay NovaPro service fees as set forth in Schedule 1 ("Fee Schedule") for Claims Management and related Services provided by NovaPro. Fees shall be payable to NovaPro in accordance with the terms set forth in Section 2.3 and Schedule 1 attached herein.

2.3 Payment Terms. All sums due hereunder shall be paid by delivery of Client's check, or wire transfer to NovaPro's offices located at the address set forth herein within thirty (30) days following the invoice date. The Client shall approve payment of and pay to NovaPro any and all fees, charges and amounts due to NovaPro for services performed under this Agreement consistent with the requirements of the Local Government Prompt Payment Act (50ILCS 505/4 et seq.). NovaPro also agrees to

comply with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/4 et seq.).

Section 3. Claims Management Services

3.1 Authority Limit. NovaPro will promptly notify Client in writing of any Claim which, in NovaPro's opinion, is reasonably expected to result in total settlement payments of \$5,000.00 or more to claimant, excluding administration, adjusting, defense and other costs and expenses.

3.2. Claims Management Services - Defined. NovaPro shall perform the following services ("Claims Management Services") in compliance with applicable law and in accordance with industry standard practices and procedures with respect to serviced Claims during the Term hereof:

- (a) Record, examine and report each Claim to Client, as well as any reserve established therefore by NovaPro.
- (b) Maintain a Claim file for each Claim containing, among other things, documentation, which shall clearly show all file activity.
- (c) Perform reasonable and necessary adjusting and clerical work in connection with Claims, including, without limitation, the following:
 - (i) Investigate all Claims to the extent NovaPro deems reasonably necessary (including the engagement of NovaPro branch office personnel to perform Field Claims Services as defined in Section 4).
 - (ii) Evaluate any coverage issues in connection with the Claims and refer same to Client or counsel designated by Client with NovaPro's preliminary coverage assessment. Unless NovaPro is expressly directed by Client to do so, Client shall have the sole authority to issue written communications to third parties reserving Client's rights or denying coverage for any Claim.
 - (iii) Establish appropriate reserves for all Claims with Client's consent.
 - (iv) Incur and pay Allocated Loss Adjustment Expenses and other loss payments on behalf of Client according to approval and payment procedures to be established with NovaPro's concurrence. Claims for less than \$5,000.00 may be paid without Client's written prior consent. Claims for more than \$5,000.00 may only be paid upon Client's prior written consent.

(v) Adjust, handle, or settle Claims in accordance with applicable law, the terms of this Agreement, and industry standards.

(vi) Prepare and transmit checks, vouchers, and appropriate compromise agreements, releases, and other documents necessary or desirable to settle or otherwise close out Claims, as necessary, utilizing mutually agreed upon Claim disbursement, checking and coding procedures. Check registers shall be transmitted monthly to Client; however, Client may require check registers more frequently as necessary for payments of Claims and funding of the Claim Loss and Expense Payment Account. Client shall disperse funds via wire transfer to NovaPro.

(vii) Provide monthly account reconciliation to the Client, along with a copy of the bank statement.

(viii) Provide Client with periodic reports reflecting Claims activity as more specifically set forth in Section 5.1 herein.

(ix) Record and report to Client all indemnity, Allocated Loss Adjustment Expenses, and other charges and expenses paid or incurred.

(d) Where NovaPro has issued payments, prepare and forward Client's required federal and state 1099 filings and prepare and distribute 1099 Forms to all applicable payees pertaining to Claims administered by NovaPro under this Agreement.

(e) Provide excess insurers such reports as they may reasonably require within specific excess coverage reporting requirements. In order to accomplish such reporting, Client agrees to advise NovaPro on a timely basis of all pertinent excess insurance reporting requirements and/or reporting modifications for all annual periods for which claim administration services are provided.

(f) Report suspected fraud as required by any applicable statute or regulation.

(g) Report and account for any such salvage, subrogation, special or second injury fund recovery and contribution collection.

(h) Promptly notify and consult with Client with respect to the following:

(i) Any Claim resulting in a lawsuit being instituted against NovaPro, or Client.

(ii) Any complaint being filed with, or any inquiry from, any insurance department or other regulatory authority relating to any Claim.

(iii) Any Claim within which NovaPro has identified potential grounds for denial of coverage or liability.

(iv) Any Claim NovaPro anticipates will result in loss payments in excess of threshold amounts established by Client by written notice to NovaPro.

(v) Any Claim that is open longer than a threshold period established by Client from time to time in writing or which involves allegations or injuries of a type or nature specified by Client, in writing.

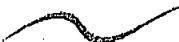
Section 4. Field Claims Services

4.1 Field Claims Services - Defined. NovaPro may engage, upon the written authorization of Client, its own branch office staff and/or other qualified entities to perform the following services (hereinafter "Field Claims Services") with respect to Claims. Such services shall include, but shall not be limited to: field investigations; witness interviews and summaries; appearance at hearings, administrative proceedings, depositions, settlement conferences and similar proceedings, and the preparation and transmittal of written reports and other functions related thereto. All such services shall be performed in compliance with applicable law and in accordance with industry practices and procedures.

Section 5. Reporting

5.1 Standard Claims Reports. NovaPro shall provide monthly and/or other periodic Claims reports as described in Schedule 2 ("Standard Claims Reporting"), attached herein.

5.2 Custom Claims Reports. If requested by Client, NovaPro shall exert its best efforts to develop custom Claims reports in accordance with written specifications provided by Client. Custom report development and programming shall be performed by NovaPro at its then current hourly billing rate for such services. Fees for such services shall be invoiced to Client upon completion and delivery to Client of each requested custom report. Invoices shall be due and payable in full within thirty (30) days following the invoice date. Each special or custom report developed by NovaPro hereunder may be added to Client's Standard Claims Reports for the payment of an additional fee to be negotiated between the parties.



Section 6. Claims Files

6.1 Claims Files Retention. Closed files retained by NovaPro shall be preserved from the date of the last file activity for not more than the period of time required by the applicable insurance department or other regulatory body, or returned to owner at an earlier date at owner request. At the end of such period, NovaPro, at the expense of Client, shall return the closed file to owner in accordance with reasonable written instructions provided by owner.

6.2 File Audit Rights. All Claims files and records regarding the administration of Claims pursuant to this Agreement, including the financial records relating to the Claim Loss and Expense Payment Account and the payment of Claims and Allocated Loss Adjustment Expenses may be audited, examined, and copied by Client, or its' representatives, or any state insurance department or other regulatory body that so requires, during normal business hours and upon reasonable notice. Client Agrees to provide to NovaPro the source documents, reports, memos and all other results of any and all audits, quality reviews or other performance assessments as soon as prepared or within one month of audit or assessment dates, whichever is sooner.

6.3 Confidentiality. NovaPro shall take reasonable measures to maintain the confidentiality of the contents of Claims files and all data supplied to or developed by NovaPro relating to the Claims administered under this Agreement. NovaPro agrees it shall not disclose such data without the prior written consent of Client, or as otherwise expressly permitted by the terms of this Agreement except as may be required by any rule, regulation or authority. The City must comply with the requirements of the Illinois Freedom of Information Act.

Section 7. Claim Loss and Expense Payment Account

7.1 Claim Loss and Expense Payment Account. As soon as possible following the Inception Date, a Claim Loss and Expense Payment Account shall be established by Client for the purpose of making Claims indemnity and Allocated Loss Adjustment Expense Payments. Unless otherwise agreed in writing by NovaPro, Client shall solely, and timely, fund the Claim Loss and Expense Payment Account in an amount equal to three (3) months estimated Claims payments and shall continue to maintain such funding level during the term of this Agreement. NovaPro shall regularly provide information and estimates to Client to enable Client to adequately fund the Claim Loss and Expense Payment Account.

7.2 Recoveries. Any sums collected by NovaPro for salvage, subrogation, second or special injury fund recovery, deductible payment or contribution shall be deposited in the Claim Loss and Expense Payment Account (if such an account has been established) or returned directly to Client as desired.

Section 8. Insurance, Licensing and Regulatory Matters

8.1 Insurance. At all times during the Term of Agreement, NovaPro shall maintain the following insurance coverages.

- a) Commercial General Liability Insurance in the amount of One Million Dollars (\$1,000,000.00).
- b) Professional Liability Errors and Omissions Insurance in the amount of Five Million Dollars (\$5,000,000).
- c) Workers' Compensation Insurance covering NovaPro employees as required by law.
- d) Umbrella insurance in the amount of Five Million Dollars (\$5,000,000.00).

8.2 Licensing. NovaPro agrees at all times during the Term of Agreement, NovaPro, or its approved subcontractors engaged to perform services hereunder, shall maintain all requisite licenses and permits to perform the Claims Management Services in the jurisdiction(s) in which such services are to be performed under this Agreement.

8.3 Compliance. NovaPro shall at all times during the Term comply with all laws and regulations applicable to the performance of its obligations hereunder.

Section 9. Indemnification

9.1 Client's Indemnification Obligation. Client agrees it will indemnify, defend and hold harmless NovaPro and its affiliates, and their respective officers, directors, employees, agents, attorneys, shareholders, and their successors and assigns, (collectively "NovaPro Indemnitees") from and against any loss, claim, damage, cost or expense, including but not limited to reasonable attorney's fees and costs, that such NovaPro Indemnitees may incur arising out of, in connection with, or in any way related to the performance of NovaPro's duties and obligations under this Agreement except claims solely resulting from or arising out of:

- a) acts of NovaPro performed in bad faith or failures to act occurring as a result of NovaPro's negligence resulting in a breach of NovaPro's duties and obligations under this Agreement; or
- b) acts of NovaPro which exceed the authority granted to it by Client under this Agreement; or
- c) acts or failures to act of NovaPro which are not in compliance with lawful written instructions issued by Client to NovaPro provided such

instructions are consistent with the scope, objectives and terms of this Agreement.

9.2 NovaPro's Indemnification Obligation. NovaPro agrees it will indemnify, defend and hold harmless Client and its respective affiliates, and their respective officers, directors, employees, agents, attorneys, shareholders, and their successors and assigns, (collectively "Client Indemnitees") from and against any loss, claim, damage, cost or expense, including but not limited to reasonable attorney's fees and costs, that such Client Indemnitees may incur arising out of, in connection with, or in any way related to the performance of NovaPro's duties and obligations under this Agreement, except claims resulting from or arising out of the breach of this Agreement by Client, and except those claims arising out of the sole legal cause of such Client Indemnitees.

9.3 Survival of Obligations. The obligations of the parties set forth in this Section 9 shall survive termination of this Agreement.

Section 10. Term of Agreement

10.1 Voluntary Termination. This Agreement may be terminated at any time by either party, without cause, by giving the other party not less than sixty (60) days prior written notice of such termination.

10.2 Termination for Cause. This Agreement shall terminate at the election of Client or NovaPro if the other party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) business days after written notice thereof is given to the party, or in the event the breach is not capable of being cured within such thirty (30) business day period, the breaching party has not commenced good faith efforts to cure such default within thirty (30) business days and continued thereafter in good faith to diligently pursue the completion of such cure. Failure of Client to comply with Section 2.3 Payment Terms shall qualify as cause under this Section.

10.3 Procedures Upon Termination. Client shall, upon written notice to NovaPro, have the option to transfer control of all open and closed Claims. In such event, NovaPro shall cooperate fully with Client to effect an orderly transfer of Claim files, at Client's expense, to new third party adjuster, the owner or its representative. Upon transfer of the files, NovaPro shall be relieved from any further obligation to provide services hereunder. The Client shall pay full fees to NovaPro for claims administered up to the date of Termination.

Section 11. Notices

All notices, requests, demands and other communications hereunder must be in writing (including email or facsimile transmission) and shall be deemed to have been duly given when received if delivered by hand, sent by email or facsimile transmission or by overnight courier providing delivery confirmation or mailed by first-class, registered

or certified mail, return receipt requested, postage and fees prepaid, and addressed as follows: (or to such other address as any party shall designate in a written notice to the other parties hereto):

If to NovaPro: NovaPro Risk Solutions, LP
Attention: Russell Whitmarsh
Chief Operating Officer
401 West A Street, Suite 1400
San Diego, California 92101
Tel: 619-557-2777
Fax: 619-557-2767
Email: Rwhitmarsh@novaprorisk.com

With copy to: NovaPro Risk Solutions, LP
Attention: Nancy W. Faber
Vice President
20 N. Wacker Drive, Suite 3000
Chicago, Illinois 60606
Tel: 312-960-9273
Fax: 312-960-9280
Email: Nfaber@novaprorisk.com

If to Client: City of Elmhurst
Attention: Valerie Johnson
Human Resources Manager
209 N. York Street
Elmhurst, Illinois 60126
Tel: 630-530-3770
Fax: 630-530-3311
Email: Valerie.Johnson@elmhurst.org

If to Broker: Arthur J. Gallagher Risk Management Services, Inc.
Attention: Sandra L. Hannon, CIC
Two Pierce Place
Itasca, Illinois 60143
Tel: 630-285-4124
Fax: 630-285-4062
Email: Sandra.Hannon@ajg.com

Section 12. Miscellaneous

12.1 Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Illinois.

12.2 Amendments, Etc. Neither this Agreement nor any of the terms hereof may be amended, changed, waived, discharged or terminated except by an instrument in writing signed by both of the parties hereto.

12.3 No Waiver. No delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any waiver on the part of any party hereto of any such right, power or privilege, or any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other right, power or privilege.

12.4 Severability. If any part of this Agreement is contrary to, prohibited by or deemed invalid under, any applicable law of any jurisdiction, then such provision shall, as to such jurisdiction, be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, without invalidating the remainder hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

12.5 Independent Contractor. At all times during the term of this Agreement, NovaPro shall be deemed to be an independent contractor to Client acting in the capacity as Client's agent subject to the limited authority granted herein. Nothing contained in this Agreement shall be deemed to create the relationship of employer and employee, partners, or joint ventures between Client and NovaPro. NovaPro shall not act as an insurer, nor shall it be ultimately financially responsible for payment or satisfaction of Claims or causes of action against Client.

12.6 Current Law & Regulation. This Agreement is entered into with the understanding that existing Federal, State or other jurisdictional regulations will remain in effect for the duration of this Agreement. Client agrees that should administrative or other costs of service provided hereunder be substantially increased as a result of modifications in existing law, enactment of new legislation, or promulgation of new administrative guidelines, NovaPro service fees may be renegotiated during the Agreement term. If revised fee agreements cannot be reached; NovaPro may terminate this Agreement, at its option, after thirty (30) days written notice to Client.

The Certification Form attached hereto marked as Exhibit A shall be executed by NovaPro, and it is agreed among the parties that the assurances contained in Exhibit A are each a material representation of fact upon which reliance is placed by the Client in entering into this Agreement with NovaPro.

12.7 Counterparts. This Agreement may be executed simultaneously in two counterparts, each of which when so executed and delivered shall be deemed an original, but both of which together shall constitute one and the same instrument, and all signatures need not appear on any one counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

"NovaPro"
NovaPro Risk Solutions, LP, a Georgia limited partnership

By:  Date: 7-23-09
Printed Name: Russ A. Whitmarsh
Title: CW

"Client"
City of Elmhurst, IL, a Illinois Municipal Corporation

By: _____ Date: _____
Printed Name: _____
Title: _____

**SCHEDULE 1
Fee Schedule**

I. CLAIMS ADMINISTRATION – LIFE OF CONTRACT:

| | |
|---|-----------------------------|
| <u>Annual Account Administration Fee:</u> | \$1200.00 |
| | <u>Per Claim Fee</u> |
| <u>General Liability and Auto Liability:</u> | |
| Property Damage | \$ 300.00 |
| Each additional suffix | \$ 125.00 |
| Bodily Injury | \$ 550.00 |
| Each additional suffix | \$ 125.00 |
| First Party Auto (Including Subrogation) | \$ 300.00 |
| Law Enforcement Liability | \$ 550.00 |
| Public Officials Liability | \$ 550.00 |
| Employment-Related Practices Liability (EPLI) | \$ 550.00 |
| Takeover – Property Damage | \$ 150.00 |
| Take Over – Liability | \$ 300.00 |
| Takeover – Bodily Injury | \$ 300.00 |
| Take Over – First Party Auto (Including Subro) | \$ 150.00 |
| Record Only | \$ 35.00 |
| Auto Appraisals – Flat Fee (Outsourced to Reeder Claim Services) | \$ 125.00 |

Pricing does not include:

- RMIS as noted below.
- Field Investigations
- Allocated Loss Adjustment Expenses (ALAE)
- Bill Review and Medical Cost Containment
- Handling of potential bad faith and coverage disputes. The Client shall pay NovaPro for time and expense on file handling related to bad faith and coverage disputes. It is understood that NovaPro's activities are limited to assisting Client in the defense of these disputes

II. RISK MANAGEMENT INFORMATION SYSTEMS (RMIS):

| | |
|---|-----------|
| Initial Account Set Up | \$1500.00 |
| Standard Monthly Loss Reports (via email) | No Charge |
| On-Line Web Access | No Charge |
| Data Conversion | \$2500.00 |

III. FIELD INVESTIGATION SERVICES:

Time and Expense Fee Schedule

| | |
|-----------------------------|----------------------|
| Adjusting/Clerical Services | \$95 per hour |
| Mileage | 70¢ per mile |
| Photographs | \$2.00 per photo |
| Audio Cassettes | \$2.50 per cassette |
| Video Cassettes | \$10.00 per cassette |
| Outside Expenses | Actual Cost |

IV. ALLOCATED LOSS ADJUSTMENT EXPENSES:

The fee proposal submitted does not include allocated expenses, which are paid off the claim file. Examples include, but are not limited to, the following.

- fees to attorneys for claims in suit and for representation at hearings or pre-trial conferences, all court costs, court fees and court expenses; fees for service of process;
- costs of undercover operative and detective services;
- costs for employing experts for the preparation of maps, professional photographs, accounting, chemical or physical analysis, diagrams and any other type of expert used in the preparation of litigation and used on a one-time basis to resolve disputes;
- costs for employing experts for their advice, opinions, or testimony concerning claims under investigation or in litigation;
- costs for independent medical examinations and bill review, evaluations for rehabilitation (vocational or physical), pre-certification activities, utilization reviews and other medical cost containment measures to determine the extent of the client's liability;
- costs of legal transcripts of testimony taken at coroner's inquests, criminal or civil proceedings, including court reporter fees;
- costs for copies of any public records and medical records;
- costs and expenses of subrogation when referred to outside attorneys;
- bank service fees, check stock printing costs, and any other related fees to any fund account utilized for the payment of claims for the client;
- costs for certified mail, special delivery charges, or other extraordinary expenses when requested by the client or justified by circumstances beyond our control;
- any and all sales or similar taxes to which our services are subject under any and all existing or future tax laws;
- fees for individual index searches;
- any other similar cost, fee or expense, including outside field investigation or hearing attendance, which serves to protect the interests of the client.

SCHEDULE 2
Standard Claims Reporting

Monthly detailed loss runs will be issued to the following via email:

- (1) Ann M. Lerosé
Human Resource Specialist
City of Elmhurst
209 N. York Street
Elmhurst, Illinois 60126
ann.lerose@elmhurst.org

- (2) Sandra L. Hannon, CIC
Senior Account Executive
Arthur J. Gallagher Risk Management Services, Inc.
Two Pierce Place
Itasca, IL 60143
sandra_hannon@ajg.com

- (3) Bob Valentino
Apex Insurance Agency of Illinois
111 West Jackson Blvd.
Suite 1502
Chicago, IL 60604
valentino@apexinsurance.com

- (4) Nancy Faber
NovaPro Risk Solutions, LP - Chicago
nfaber@novaprорisk.com

- (5) Al Choe
NovaPro Risk Solutions, LP - Chicago
achoe@novaprорisk.com

-End-

EXHIBIT A

CERTIFICATION FORM

The assurances hereinafter made by NovaPro Risk Solutions, LP, ("NovaPro"), are each a material representation of fact upon which reliance is placed by the City of Elmhurst, Illinois, ("City") in entering into the Agreement with NovaPro. The City may terminate the Agreement if it is later determined that NovaPro rendered a false or erroneous assurance.

I, RUSS WHITMARSH, hereby certify that I am the CHIEF OPERATING OFFICER
 (Name of Person Certifying) (Office of Person Certifying)

of NovaPro Risk Solutions, LP, and as such hereby represent and warrant to the City of Elmhurst, an Illinois municipal corporation, that NovaPro, and if it is a partnership, its general partners and if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, 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-roffing) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- (C) not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

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

- (A) 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) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that NovaPro will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization;
- (C) will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are utilized meaning any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. NovaPro (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), shall 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 NovaPro will retain such certifications in its files;
- (D) has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4);
- (E) 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 NovaPro'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 the Agreement, the employee will:
 - i. Abide by the terms of the statement;
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(2) Establishing a drug-free awareness program to inform employees about:

- a. the dangers of drug abuse in the workplace;
- b. NovaPro's policy of maintaining a drug-free workplace;
- c. any available drug counseling, rehabilitation, and employee assistance program;
- 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 (E)(1) to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace;**(4) Notifying the Department within ten (10) days after receiving notice under paragraph(E)(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;**

(F) recognizes that no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of any interest in NovaPro; or, if NovaPro'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 NovaPro, 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 NovaPro, NovaPro has disclosed to the City in writing the name(s) of the holder(s) of such interest;

(G) has not and no employee of or person on behalf of NovaPro has given any gift prohibited by any State law or City ordinance to any officer, employee of the City or spouse or immediate family member living with any officer or employee of the City in violation of any State law or City ordinance;

(H) 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. NovaPro further represents and warrants to the City that NovaPro 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. NovaPro hereby agrees to defend, indemnify and hold harmless the City, the corporate authorities, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, 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.

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

Dated: 7-23-09

NovaPro Risk Solutions, LP
By: [Signature]
(Authorized Agent of NovaPro Risk Solutions, LP)

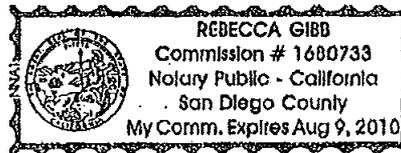
Title: CWO

CALIFORNIA
STATE OF ILLINOIS)
COUNTY OF SAN DIEGO) SS.

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Russ Whitmarsh, known to me to be the Chief Operating Officer (Name of Signatory) (Office) of NovaPro Risk Solutions, LP, appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/hor free act and deed.

Dated: 7/23/09

[Signature]
Notary Public



R - 25 - 2009

**A RESOLUTION AUTHORIZING THE EXECUTION
OF AN AGREEMENT BETWEEN THE CITY OF ELMHURST, ILLINOIS,
AND EMPLOYER'S CLAIM SERVICE, INC., FOR THE ADMINISTRATION
OF ILLINOIS WORKERS' COMPENSATION CLAIMS**

PASSED AND APPROVED BY
THE MAYOR AND CITY COUNCIL
THE ___ DAY OF AUGUST, 2009

Copies To All
Elected Officials
7-30-09

**A RESOLUTION AUTHORIZING THE EXECUTION
OF AN AGREEMENT BETWEEN THE CITY OF ELMHURST, ILLINOIS,
AND EMPLOYER'S CLAIM SERVICE, INC., FOR THE ADMINISTRATION
OF ILLINOIS WORKERS' COMPENSATION CLAIMS**

WHEREAS, the City of Elmhurst, DuPage County, Illinois, (hereinafter referred to as the "City"), desires to engage Employer's Claim Service, Inc., (hereinafter referred to as "ECS"), for the administration of Illinois Workers' Compensation claims; and

WHEREAS, the City has engaged ECS to perform the same services in the past, and ECS is known to the City to be trustworthy and capable of performing the services required for the administration of Illinois Worker's Compensation claims; and

WHEREAS, it is advisable, necessary and in the public interest that the City of Elmhurst enter into an agreement with ECS for the administration of Illinois Worker's Compensation claims.

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

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

Section 2. It is hereby determined that it is advisable, necessary and in the public interest that the City enter into the Agreement with ECS, which Agreement is attached hereto marked as Exhibit "A", for the administration of Illinois Worker's Compensation claims.

Section 3: The corporate authorities of the City hereby approve the Agreement and the Mayor be and is hereby authorized and directed to execute, and the City Clerk be and is hereby authorized and directed to attest, on behalf of the City, the

Agreement by and between the City and ECS in substantially the form attached hereto as Exhibit "A", with such changes therein as may be approved by the officials executing the same, their execution thereof shall constitute conclusive evidence of their approval of the same.

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

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

APPROVED this _____ day of August, 2009, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me the _____ day of August, 2009.

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

ATTESTED and filed in my office,
this _____ day of August, 2009.

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

Exhibit A

**AGREEMENT BETWEEN THE CITY OF ELMHURST, ILLINOIS, AND
EMPLOYER'S CLAIM SERVICE, INC., FOR THE ADMINISTRATION OF
ILLINOIS WORKERS' COMPENSATION CLAIMS**

AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2009, by and between Employer's Claim Service, Inc., ("ECS"), an Illinois corporation, and the City of Elmhurst, ("Client"), an Illinois municipal corporation. It is hereby agreed by the parties as follows:

1. Client hereby appoints ECS and ECS hereby agrees to serve as Client's Third Party Administrator for Illinois worker's compensation claims.

2. The term of this Agreement shall be for one (1) year beginning on the date this Agreement is executed. Unless this Agreement is terminated as set forth in paragraph 14 of this Agreement below, this Agreement shall renew for four (4) successive one (1)-year terms. At least sixty (60) days prior to the expiration of the term or any renewal term of this Agreement, the parties shall enter into good-faith negotiations regarding any proposed change in Agreement terms or fees. If there are no changes requested by either party, then the Agreement will automatically renew under the same terms and fee arrangement as the prior term. ECS may require an annual fee increase for each year this Agreement is effective, however, in no event shall any such increase exceed a three and a half percent (3.5%) total increase in the original fee.

3. The fee for this service is one of the following two options:

Option #1. \$18,000.00 per year. Is to be paid quarterly in advance at \$4,500.00 per quarter. This fee includes up to 40 claims per year. Claims in excess of 40 will be billed at \$225.00 per claim.

Option 2
selected

→ Option #2. \$725.00 per indemnity claim. Indemnity claim is defined as a claim with; involving a dispute or denial, lost time and/or where permanency is expected or subrogation. An indemnity reserve will be created pursuant to industry and IWCC standards. \$130.00 per medical only claim.

4. Claims will be administered to conclusion.

5. With option #2, there will be a monthly administration fee of \$183.00. This covers the cost of licensing for the right to access the dedicated server of ECS (where Client can view adjuster notes, all file correspondence by category and generate any of the same reports ECS is capable of generating), the cost of claim checks written from the imprest fund account and any banking fees associated with that account.

With either option, if a claim remains open longer than five (5) years from when it was received, there will be a fee of \$150.00 per year for each additional year it continues to remain open.

6. Pursuant to this Agreement, ECS agrees to:

A. Assign one account representative to Client's account and this individual will confer with and instruct the designated person/persons within Client's organization regarding:

(1) Compliance with the relevant Illinois Workers' Compensation laws, procedures, rules and regulations concerning injuries and occupational diseases incurred by Client's employees.

(2) The proper administration of Workers' Compensation claims reported and received.

B. Engage in prompt, personal contact with employees and any witness, when necessary, to determine; compensability, exposure, and to establish control of the claim.

(1) Approval will be obtained from Client prior to any employee being contacted.

(2) Approval will be obtained from Client on all claim denials.

(3) No settlement offers will be made without Client's approval.

- C. Recommend medical providers and other providers, (rehabilitation specialists, individual experts, investigators, and attorneys), when necessary and obtain approval from Client before utilizing such providers
- D. Maintain detailed records of claims and payments. Copies of all file activity will be provided to Client, including, but not limited to checks issued, bills received directly, initial reserve sheet and any changes, account representative's memos to file, and correspondence sent and received. All records shall remain the sole property of Client at all times. In the event this Agreement is terminated or non-renewed, all records belonging to Client will be turned over to Client or a successor administrator designated by Client.

On non-litigated claims with obvious exposure, Client will be provided with the claim exposure and be asked whether or not the employee is to be approached with any type of settlement offer.

A closure notice will be sent when the file has been closed indicating payment totals.

- E. Provide Client computer summaries/loss runs monthly and check registers on a weekly and monthly basis. Any reasonable request for additional reports will be honored at no extra cost.

Loss runs will be provided to the broker monthly and the excess carrier quarterly, unless otherwise directed.
 - F. Provide Client with recommendations for claims administration. However, Client will have the final authority on all claim issues.
 - G. Review, process and record each claim received from Client's organization during the period covered by this Agreement in order to:
 - (1) Facilitate the prompt and proper determination of compensability on questionable claims based upon the information received (within 3 to 5 days of receipt). If Client telephones with a compensability scenario, immediate impressions will be provided.
 - (2) Prompt payment of benefits by check on compensable claims (within 5 days of receipt). TTD will be paid at the proper rate and for the correct dates. All TTD checks will be sent to the Client unless otherwise directed. Client will be e-mailed a list of employees who are to receive TTD prior to the checks being issued.
 - (3) Payment of usual and customary charges for medical bills received (within 5 days of receipt).
 - (4) All medical bills will be sent to ECS's PPO (Preferred Provider Organization) unless otherwise directed. AMCC (Aggressive Medical Cost Containment) processes claims on-site and have 3 pricing options, which are attached hereto marked as Exhibit A. We also use CorVel Corporation and Genex Services, Inc. The PPO fees are charged back to a single PPO claim.
- A. When available, Client will be able to report claims via the Internet.
- 7. Client will have access to ECS's system and will be able to view file activity by fourteen (14) categories on individual claims. In addition, Client will be able to generate any of the same reports ECS is capable of producing.
 - 8. ECS will participate in quarterly claim review meetings.
 - 9. ECS will comply with items A thru K under "III. Scope of Work" as noted in the Request for Proposal, attached hereto marked as Exhibit B and made a part hereof.

10. ECS will assist in completing workers' compensation forms required by the State of Illinois.
11. ECS will assist with locating Safety/Loss Control Consultants, best qualified for the area of expertise needed.
12. Client may download ECS's database information for Client's use. The fee for such downloads is to be determined by Client's needs.
13. It is understood that ECS will not engage in the practice of law before the Industrial Commission.
14. This Agreement may be terminated upon sixty (60)-days written notice by either party.
15. Should this Agreement be terminated or non-renewed, ECS will cease providing services, and turn over to Client all Client files in ECS's possession, which shall include all open and closed files. Upon Client's request, and subject to agreement by ECS, ECS, for a reasonable, negotiated fee, will: (a) provide continued administration of open claim files; (b) cooperate with any successor administrator in the orderly transfer of all functions, including providing a runoff listing of open claim files if desired by the Client and any other records reasonable and necessary for a successor administrator; and (c) provide an electronic transfer of data where feasible.
16. ECS shall be deemed to be for all purposes an independent contractor and shall not at any time directly or indirectly act as agent, servant, or employee of Client.
17. To the fullest extent permitted by law, ECS hereby agrees to defend, indemnify and hold harmless Client, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against Client, its officials, agents and employees, arising in whole or in part or in consequence of the breach of this Agreement by ECS or its employees, or the misconduct, errors or omissions of ECS, or which may in any way result therefore, except that arising out of the sole legal cause of Client, its agents or employees. ECS shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith; and, if any judgment shall be rendered against Client its officials, agents and employees, in any such action, ECS shall, at its own expense, satisfy and discharge the same. Any insurance required by this Agreement or otherwise provided by ECS, shall in no way limit the responsibility to indemnify, keep and save harmless and defend Client, its officials, agents and employees as herein provided.

To the fullest extent permitted by law, Client hereby agrees to defend, indemnify and hold harmless ECS, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against ECS, its officials, agents and employees, arising in whole or in part or in consequence of the breach of this Agreement by Client or its employees, or the misconduct, errors or omissions of Client, or which may in any way result therefore, except that arising out of the sole legal cause of ECS, its agents or employees. Client shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith; and, if any judgment shall be rendered against ECS its officials, agents and employees, in any such action, Client shall, at its own expense, satisfy and discharge the same. Any insurance required by this Agreement or otherwise provided by ECS, shall in no way limit the responsibility to indemnify, keep and save harmless and defend ECS, its officials, agents and employees as herein provided.

18. This Agreement shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce any item of this Agreement shall be so brought in the State of Illinois.
19. ECS may exercise its own reasonable judgment, within parameters set forth herein and in compliance with State regulations, as to the time and manner in which it performs the services required hereunder. Additionally, ECS will be held to a standard of like administrators performing like services for customers

such as Client.

20. This Agreement shall be binding upon, and inure to the benefit of the successors in interest and permitted assigns hereto.
21. 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 or such other documents, or the applications of such term, covenant or condition, to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby; and each term, covenant or condition of this Agreement or such other document shall be valid and shall be enforced to the fullest extent permitted by law.
22. A failure of either party at any time to enforce any right or remedy available to it under this Agreement or otherwise with respect to any breach or failure by the other party shall not be construed as a waiver of such right or remedy with respect to any other breach or failure.
23. Written notices between Client and ECS 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:

If to Client:

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

If to ECS:

Employer's Claim Service, Inc.
119 E. Cook Avenue
Libertyville, IL 60048

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.

24. ECS will purchase and maintain insurance coverage for its performance of the services contemplated in this Agreement. Minimum policy limits are as follows:

Workers Compensation - Statutory
Professional - \$5,000,000
General Liability - \$2,000,000
Umbrella - \$5,000,000
25. The Certification Form attached hereto as Exhibit C shall be executed by ECS and it is agreed among the parties that the assurances contained in Exhibit C are each a material representation of fact upon which reliance is placed by the City in entering into this Agreement with ECS.

EXHIBIT A

Products

Option #1

- 1) Full PPO networks
- 2) A.M.C.C. negotiated contracts
- 3) State fee schedules

Fees: 25% of network/negotiated savings.

All bills are repriced against the A.M.C.C. network, local PPO network, national PPO network and then against the State fee schedule. A.M.C.C. flags all bills above a certain dollar amount (determined by the client) these bills are reviewed by a RN for appropriateness of charges then negotiated and signed off by provider. If there are no savings, there are no fees.

Signature:

Date:

Option #2

- 1) Full PPO networks
- 2) State fee schedules

Fees: 25% of network/negotiated savings or Per Bill/Lines charges: \$2.00 per bill \$1.50 per line

All bills are repriced against local PPO network, national PPO network and then against the State fee schedule. Bill review by skilled "repricers" and licensed nursing staff. Your choice of billing options.

Signature:

Date:

Option #3*

- 1) State fee schedules

Fees: 15% of savings or Per Bill/Lines charges: \$2.00 per bill \$1.50 per line.

All bills are repriced against the Illinois state fee schedule. Your choice of billing options.

Signature:

Date:

* All bills are "repriced" using only the Illinois state fee schedule

EXHIBIT B

- A. Investigate and adjust all claims and incidents which may be the subject of a liability claim against the City.
- B. Assume all open claims existing at the beginning of the contract term.
- C. Provide an analysis of City liability and establish claim reserves accordingly.
- D. Appraise and evaluate damages and establish claim reserves accordingly.
- E. Attend meetings with City personnel as requested.
- F. Be available for spot audit checks by the City when requested.
- G. Settle claims and monitor litigation activity.
- H. Review medical and other bills for appropriateness and issue checks for payment.
- I. Provide initial handling of auto subrogation claims.
- J. Provide City with all claim openings, closings, and status changes within five working days of recording.
- K. Provide monthly summary reports, within the first 10 days of each month, to include but not be limited to:
 - 1. Loss Information
 - 2. Claims paid and reserves established
 - 3. Departmental claims experience summaries
 - 4. Aggregate claims payment summary

IV. Schedule

The following is the proposal schedule:

| | |
|----------------|--|
| March 16, 2009 | Solicit proposals |
| April 6, 2009 | Submission of proposals to the City — deadline |
| April 20, 2009 | Award of contract |
| May 1, 2009 | Effective date of contract |

V. Contact Person

For further information regarding this Request for Proposals, please contact:

Sandra L. Hannon, CIO
Senior Account Executive
Arthur J. Gallagher & Co.
Two Pierce Place
Itasca, IL 60143
(630) 285-4124 (Phone)

EXHIBIT C

CERTIFICATION FORM

The assurances hereinafter made by Employer's Claim Service, Inc., ("ECS"), are each a material representation of fact upon which reliance is placed by the City in entering into the Agreement with ECS. The City may terminate the Agreement if it is later determined that ECS rendered a false or erroneous assurance.

I, STEVEN L. BAGSTAD, hereby certify that I am the PRESIDENT,
(Name of Person Certifying) (Office of Person Certifying)

of Employer's Claim Service, Inc., and as such hereby represent and warrant to the City of Elmhurst, an Illinois municipal corporation, that ECS, and if it is a partnership, its general partners and if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

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

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

- (A) 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) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that ECS will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization;
- (C) will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. ECS (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), shall 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 ECS will retain such certifications in its files;
- (D) has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4);
- (E) 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 ECS'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 the Agreement, the employee will;
 - i. Abide by the terms of the statement;
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(2) Establishing a drug-free awareness program to inform employees about:

- a. the dangers of drug abuse in the workplace;
- b. ECS'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 (E)(1) to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace;

(4) Notifying the Department within ten (10) days after receiving notice under paragraph(E)(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;

(F) recognizes that no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of any interest in ECS; or, if ECS'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 ECS, 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 ECS, ECS has disclosed to the City in writing the name(s) of the holder(s) of such interest.

- (G) has not and no employee of or person on behalf of ECS has given any gift prohibited by any State law or City ordinance to any officer, employee of the City or spouse or immediate family member living with any officer or employee of the City in violation of any State law or City ordinance.
- (H) 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. ECS further represents and warrants to the City that ECS 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. ECS hereby agrees to defend, indemnify and hold harmless the City, the corporate authorities, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, 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.

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

Dated: 07/21/09

Employer's Claim Service, Inc.

By: [Signature]
(Authorized Agent of Employer's Claim Service, Inc.)

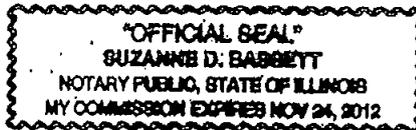
Title: President

STATE OF ILLINOIS)
COUNTY OF Lake) SS.

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Suzanne D. Bissett, known to me to be the _____ (Name of Signatory) _____ (Office) of Employer's Claim Service, Inc., appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: 7-21-09

[Signature]
Notary Public





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

Erin
PETER "PETE" DICIANNI
MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

July 13, 2009

TO: Mayor DiCianni and Members of the City Council

RE: **Bids for Interior Renovations and Washroom Facilities - One Room School**

The Public Works and Buildings Committee met on Monday, July 13, 2009 to review bids for the renovation of the One Room Schoolhouse (see attached summary).

The work for which bids were received includes restoration of the interior of the schoolhouse, the addition of ADA accessible restrooms, a new electrical service, a new water service, and landscaping.

Bids were advertised in the local newspaper by McHugh Construction and received at City Hall and opened by the City Clerk.

The Churchville One Room Schoolhouse is a historically significant building listed on the National Register of Historical Places as a well-preserved example of a one-room schoolhouse. The building dates back to 1846 and was utilized as a school up until 1930. The City of Elmhurst acquired the schoolhouse from Elmhurst Community Unit District 205 in 2001. Today it is one of very few one-room schoolhouses that survive with historic integrity.

The City has requested McHugh Construction to perform construction management services for this project. McHugh's fees for their services are also listed on the attached bid summary and outlined in a letter to City Manager Borchert dated May 8, 2009, also attached. Utilizing a construction manager in combination with the state mandated open bid process maximizes the City's opportunity to complete the project on time and under budget and for obtaining the best pricing from quality subcontractors.

The Committee felt that the fees for service and the bids received for the work were reasonable and competitive with other work the City has had done. Funds for this project are in the FY 09/10 budget in account number 110-7060-451-80-23 in the amount of \$440,000. Funds for this work include three state grants totaling \$298,466.

**Copies To All
Elected Officials**

7-30-09

Page 2

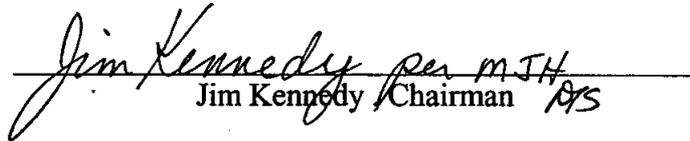
TO: Mayor DiCianni and Members of the City Council

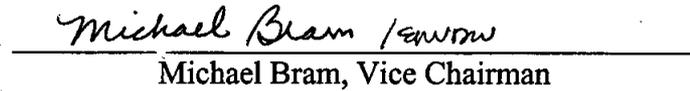
RE: **Bids for Interior Renovations and Washroom Facilities - One Room School**

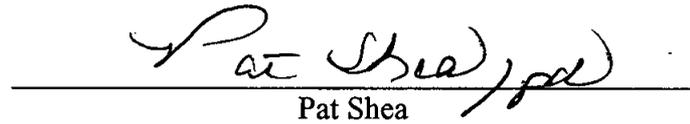
It is, therefore, the recommendation of the Public Works and Buildings Committee that the bid from McHugh Construction for the interior renovations washroom facilities including construction management services in the amount of \$417,019 be accepted.

Respectfully Submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE


Jim Kennedy, Chairman *MS*


Michael Bram, Vice Chairman


Pat Shea

Chris Healy

Budget Summary

| Description | Extension | Alternate | Comment |
|--|-------------------|------------------|--|
| General Conditions | 54,035 | - | Assumes a portion of GC's allocated via Station 2 Budget |
| Landscaping | 11,800 | - | Pending Low Bid - Copenhaver Construction |
| Excavation & Site Utilities | 39,535 | 1,550 | Pending Low Bid - McNally Construction |
| Concrete | 27,900 | 406 | Pending Low Bid - O'Connor Concrete |
| Masonry | 5,000 | - | Not Publicly Bid - A. Horn Quotation |
| Ornamental Metals | 10,000 | - | Not Bid - American Steelworks Quotation |
| General Trades | 88,550 | 7,890 | Pending Low Bid - RB Construction |
| Plaster Patching Allowance | 5,000 | - | Allowance |
| Ceramic Tile | 2,800 | - | Not Publicly Bid - Johnson Flooring Quotation |
| Painting | 43,727 | 5,000 | Probable Re-Bid - Ascher Brothers Bid |
| HVAC | 32,000 | - | Pending Low Bid - DeKalb Mech. |
| Plumbing | 15,497 | - | Pending Low Bid - US Plumbing |
| Electrical | 33,000 | - | Pending Low Bid - Repking Electric |
| Subtotal Direct Construction Cost | 368,844 | 14,846 | |
| CM Fee | \$ 15,123 | \$ 609 | \$ - |
| CM Insurance | \$ 4,611 | \$ 186 | \$ - |
| Subtotal Direct Construction Cost w/ Fees | 388,577 | 15,640 | |
| Wood Floor Refinishing Allowance | 10,000 | - | City of Elmhurst to Contract - JMCC to Manage |
| Contingency | \$ 18,442 | \$ 742 | \$ - |
| TOTAL CONSTRUCTION BUDGET | \$ 417,019 | \$ 16,383 | \$ - |



May 8, 2009

Mr. Thomas Borchert
City of Elmhurst
209 N. York Road
Elmhurst, IL 60126

Re: Construction Management Services - Elmhurst Schoolhouse Expansion / Renovation

Mr. Borchert,

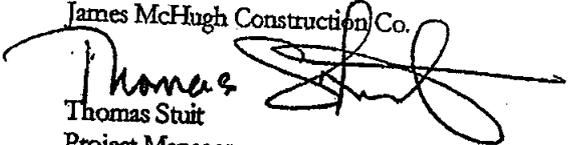
McHugh understands that the City of Elmhurst intends to receive lump sum bids from general contractors for the above mentioned project. Before the City of Elmhurst finalizes this decision, McHugh would like to take this opportunity to demonstrate why the City of Elmhurst could be better served by allowing McHugh to provide construction management services on its behalf. Potential advantages to the City are:

- A professional services construction management contract is in place and has already been negotiated, saving time and legal cost.
- The existing arrangement follows the Illinois Procurement Code, and all trades will be put out to competitive bid. McHugh will not be self-performing any trade work, and only providing construction management services.
- The agreed upon construction management fee for the \$6MM Firehouse is 4.1%. Smaller scale projects such as the schoolhouse project would typically earn a much higher fee.
- Current construction team can handle the workload without additional staff.
- Current construction team costs are programmed through mid-October for the Firehouse. This means that the team is essentially available without any additional cost to the city from now until Mid-October resulting in a projected project savings of \$30,000 to \$40,000.
- If the City elects to use McHugh as a construction manager next week, on-site work could commence by mid-June, nearly a month ahead of the currently programmed schedule.
- Project insurance requirements are already in-place.
- Less burden to city staff as payment procedures are already in-place.

In addition to the above, McHugh has recently worked with Williams Architects on two successful projects in Elmhurst, the East End Pool Facility and the Wilder Mansion Renovation project. We look forward to continuing that success on the Elmhurst Schoolhouse Renovation project.

As always, should you have questions or desire additional information, do not hesitate to contact me at the number indicated below.

Sincerely,
James McHugh Construction Co.


Thomas Stuit
Project Manager

James McHugh Construction Co.
111 W. Butterfield Rd.
PH: 630-279-1975 FX: 630-279-1902

| BID #09-001-04 Landscaping | | | | | | |
|----------------------------|-----------|----------|-----------|------------|-----------|--|
| | Landworks | George's | Sebert | Copenhaver | Twin Oaks | |
| BID BOND | | | Yes | Yes | | |
| ADDENDUM #1 | | | No | Yes | | |
| BASE BID | NO BID | NO BID | \$ 15,566 | \$ 11,800 | NO BID | |
| ALTERNATE#1 | | | \$ - | \$ - | | |

| BID #09-001-08 Painting | | | | | | |
|-------------------------|-----------|-----------|--------|--|--|--|
| | Ascher | McGinness | Nedrow | | | |
| BID BOND | YES | | | | | |
| ADDENDUM #1 | YES | | | | | |
| BASE BID | \$ 43,727 | NO BID | NO BID | | | |
| ALTERNATE #1 | NO BID | | | | | |

| BID #09-001-05 Excavation & Site Utilities | | | | | | |
|--|------------|-----------|--------|--------|--|--|
| | McNally | Riemer | TBS | Vegter | | |
| BID BOND | YES | YES | | | | |
| ADDENDUM #1 | YES | YES | | | | |
| BASE BID | \$ 49,275 | \$ 79,500 | NO BID | NO BID | | |
| ALTERNATE#1 | \$ 1,550 | NO BID | | | | |
| ALTERNATE#2 | \$ (9,740) | NO BID | | | | |

| BID #09-001-09 Plumbing | | | | | | |
|-------------------------|-----------|-----------|-----------|-------------|----------|--------|
| | Adler | CW Burns | Capitol | US Plumbing | St. John | Unique |
| BID BOND | YES | YES | YES | YES | | |
| ADDENDUM #1 | NO | YES | YES | YES | | |
| BASE BID | \$ 27,500 | \$ 24,280 | \$ 46,600 | \$ 15,497 | NO BID | NO BID |
| ALTERNATE #1 | N/A | N/A | N/A | N/A | | |

| BID #09-001-06 Concrete | | | | | | |
|-------------------------|-----------|-----------|---------|-----------|--------|--------|
| | TBS | Martin | Manusos | Elliot | Tricon | DeGraf |
| BID BOND | | YES | | YES | | |
| ADDENDUM #1 | | YES | | YES | | |
| BASE BID | NO BID | \$ 29,729 | NO BID | \$ 47,600 | NO BID | NO BID |
| ALTERNATE #1 | | \$ 2,222 | | \$ 1,550 | | |
| | O'Connor | EAGLE | | | | |
| BID BOND | YES | YES | | | | |
| ADDENDUM #1 | YES | YES | | | | |
| BASE BID | \$ 27,900 | \$ 28,500 | | | | |
| ALTERNATE #1 | \$ 406 | NO BID | | | | |

| BID #09-001-10 HVAC | | | | | | |
|---------------------|--------|-----------|-----------|-----------|--|--|
| | ECI | Amber | DeKalb | Stern | | |
| BID BOND | | YES | YES | YES | | |
| ADDENDUM #1 | | YES | YES | YES | | |
| BASE BID | NO BID | \$ 35,250 | \$ 32,000 | \$ 39,570 | | |
| ALTERNATE #1 | | | | | | |

| BID #09-001-07 General Trades | | | | | | |
|-------------------------------|-----------|----------|-------------|------------|--|--|
| | RB Const | Frontier | E. Anderson | Manusos | | |
| BID BOND | YES | | YES | YES | | |
| ADDENDUM #1 | YES | | YES | YES | | |
| BASE BID | \$ 88,550 | NO BID | \$ 92,700 | \$ 151,000 | | |
| ALTERNATE#1 | \$ 7,890 | | \$ 10,200 | \$ 15,721 | | |

| BID #09-001-11 Electrical | | | | | | |
|---------------------------|-----------|-----------|-----------|-----------|-----------|--|
| | Mayer | Lyons | Repking | Ridgewood | Connolly | |
| BID BOND | YES | YES | YES | YES | YES | |
| ADDENDUM #1 | NO | YES | YES | YES | YES | |
| BASE BID | \$ 42,330 | \$ 43,800 | \$ 33,100 | \$ 34,310 | \$ 39,984 | |
| ALTERNATE #1 | N/A | N/A | N/A | N/A | N/A | |

Bid Tabulation

June 19, 2009 10:00AM CST

ELMHURST SCHOOLHOUSE

General Conditions

| Spec | Description | Qty Unit | Schedule | Pre-Con | Const | Closeout | #wks PM/PX | # wks Field Supervision | Total |
|-------|-------------------------------|----------|------------|---------------------|------------|---------------------|------------|-------------------------|---------------------|
| | | | | N/A | 7/15-11/15 | 11/15-11/30 | 30 | 28 | |
| | | | Material | | Labor | | | | |
| | | | Unit Price | Material | Unit Cost | Labor | | | |
| 01010 | Operation Manager | 1 wk | | - | 500.00 | 500.00 | | | 500.00 |
| 01020 | Superintendent | 6 wk | | - | 2,000.00 | 12,000.00 | | | 12,000.00 |
| 01080 | Detailing & Prints | 1 ls | 2,500.00 | 2,500.00 | | | | | 2,500.00 |
| 01100 | Surveying | 1 ls | 1,200.00 | 1,200.00 | | | | | 1,200.00 |
| 01110 | Project Manager | 8 wk | | - | 1,000.00 | 8,000.00 | | | 8,000.00 |
| 01270 | Office Supplies & Telephones | 1 mo | 400.00 | 400.00 | | | | | 400.00 |
| 01290 | Temporary Water & Sanitation | 4 mo | 100.00 | 400.00 | | | | | 400.00 |
| 01310 | Fence | 800 lf | 4.50 | 3,600.00 | | | | | 3,600.00 |
| 01340 | Street Cleaning | ea | 250.00 | - | | | | | - |
| 01357 | Safety Equipment | 1 ls | 200.00 | 200.00 | | | | | 200.00 |
| 01530 | Small Tools | 1 ls | 500.00 | 500.00 | | | | | 500.00 |
| 01560 | Gas/Oil/Fuel | 6 mo | 200.00 | 1,200.00 | | | | | 1,200.00 |
| 01610 | Daily Job Clean-up | 2 wk | | - | 1,600.00 | 3,200.00 | | | 3,200.00 |
| 01611 | Daily Job Clean-up: Dumpsters | 1 ls | 5,000.00 | 5,000.00 | | | | | 5,000.00 |
| 01670 | Final Job Clean-up | 1 ls | 1,600.00 | 1,600.00 | | | | | 1,600.00 |
| 01750 | Project Signs | 1 ea | 500.00 | 500.00 | | | | | 500.00 |
| 01770 | Fire Protection | 1 ls | 200.00 | 200.00 | | | | | 200.00 |
| | Subtotal | | | 17,300.00 | | 23,700.00 | | | 41,000.00 |
| 01850 | Labor Burden | 55.00% | | | | 13,035.00 | | | 13,035.00 |
| | TOTAL | | | \$ 17,300.00 | | \$ 36,735.00 | | | \$ 54,035.00 |





CITY OF ELMHURST

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

PETER "PETE" DICIANNI
MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

MEMORANDUM

TO: Members of the Elmhurst City Council

FROM: Peter P. DiCianni, III
Mayor

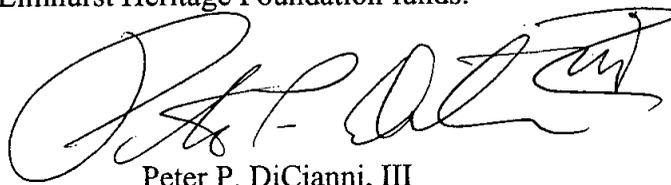
DATE: July 30, 2009

As the City Council is aware, the City has received a letter from State Representative Dennis M. Reboletti informing the City that it shall receive \$951,984 in additional Motor Fuel Tax (MFT) proceeds. These funds will help to offset pressures on the General Fund. The freed up funds in the General Fund will be utilized to pay for the General Fund contribution to the interior renovations and washroom facilities at the One Room Schoolhouse.

This increase in Motor Fuel Tax (MFT) funds reinforces the Public Works and Buildings Committee report approving the bid for the interior renovations and washroom facilities of \$417,019. The \$417,019 amount to be approved serves as a fence of spending on this project. It is the City's intention to seek funding support from the Elmhurst Heritage Foundation in the amount of \$18,553. During construction the City will remove non-essential items from the contract totaling a minimum of \$18,553 unless the necessary amount is provided by the Heritage Foundation. This limits the City's General Fund contribution on this project to \$100,000.

In addition the City has received grants totaling approximately \$298,466 for this project.

To summarize the project shall be paid for with \$298,466 in grant money, \$100,000 in General Fund dollars offset by the Motor Fuel Tax (MFT) increase and the balance – approximately \$18,000 - shall be Elmhurst Heritage Foundation funds.



Peter P. DiCianni, III

VOW

ORDINANCE NUMBER O-30-2009

AN ORDINANCE providing for the issuance of not to exceed \$4,000,000 General Obligation Refunding Bonds, Series 2009A, of the City of Elmhurst, DuPage and Cook Counties, Illinois, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds.

Adopted by the City Council of the City of Elmhurst, DuPage and Cook Counties, Illinois, on the 3rd day of August, 2009.

**Copies To All
Elected Officials**

7-30-09

TABLE OF CONTENTS

| SECTION | HEADING | PAGE |
|-------------|---|------|
| SECTION 1. | DEFINITIONS | 3 |
| SECTION 2. | INCORPORATION OF PREAMBLES..... | 5 |
| SECTION 3. | DETERMINATION TO ISSUE BONDS..... | 5 |
| SECTION 4. | BOND DETAILS..... | 5 |
| SECTION 5. | GLOBAL BOOK-ENTRY SYSTEM..... | 7 |
| SECTION 6. | EXECUTION; AUTHENTICATION | 9 |
| SECTION 7. | TERM BONDS, MANDATORY REDEMPTION AND COVENANTS | 10 |
| SECTION 8. | OPTIONAL REDEMPTION..... | 10 |
| SECTION 9. | TERM BONDS PURCHASE OR REDEMPTION..... | 10 |
| SECTION 10. | REDEMPTION PROCEDURE..... | 11 |
| SECTION 11. | REGISTRATION AND EXCHANGE OR TRANSFER OF BONDS; PERSONS TREATED AS OWNERS..... | 13 |
| SECTION 12. | FORM OF BOND | 15 |
| SECTION 13. | TAX LEVY | 21 |
| SECTION 14. | FILING WITH COUNTY CLERKS..... | 21 |
| SECTION 15. | SALE OF BONDS; BOND NOTIFICATION; BOND SERIES..... | 21 |
| SECTION 16. | CREATION OF FUNDS AND APPROPRIATIONS..... | 21 |
| SECTION 17. | GENERAL ARBITRAGE COVENANTS..... | 21 |

| | |
|--|----|
| SECTION 18. REGISTERED FORM | 21 |
| SECTION 19. BANK QUALIFICATION..... | 21 |
| SECTION 20. RIGHTS AND DUTIES OF BOND REGISTRAR AND PAYING AGENT | 21 |
| SECTION 21. TAXES PREVIOUSLY LEVIED..... | 21 |
| SECTION 22. DEFEASANCE..... | 21 |
| SECTION 23. CONTINUING DISCLOSURE UNDERTAKING | 21 |
| SECTION 24. CALL OF REFUNDED BONDS | 21 |
| SECTION 25. PURCHASE OF THE GOVERNMENT SECURITIES..... | 21 |
| SECTION 26. MUNICIPAL BOND INSURANCE | 21 |
| SECTION 27. PUBLICATION OF ORDINANCE | 21 |
| SECTION 28. SEVERABILITY..... | 21 |
| SECTION 29. SUPERSEDER AND EFFECTIVE DATE | 21 |

This Table of Contents is for convenience only and is not a part of the Ordinance.

O-30-2009

AN ORDINANCE providing for the issuance of not to exceed \$4,000,000 General Obligation Refunding Bonds, Series 2009A, of the City of Elmhurst, DuPage and Cook Counties, Illinois, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds.

WHEREAS by virtue of its population, the City of Elmhurst, DuPage and Cook Counties, Illinois (the "*City*"), and pursuant to the provisions of Section 6 of Article VII of the Constitution of the State of Illinois, the City is a home rule unit and may exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt; and

WHEREAS pursuant to the provisions of said Section 6, the City has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval; and

WHEREAS the City has heretofore issued the following outstanding and validly subsisting and unpaid general obligations:

GENERAL OBLIGATION REFUNDING BONDS, SERIES 2001

Original Principal Amount: \$10,000,000.

Dated December 1, 2001.

Originally Due March 1, 2003-2021.

Amount possibly to be refunded: \$3,670,000.

Refunded Bonds Due March 1 as follows:

| YEAR | AMOUNT (\$) | RATE (%) |
|------|-------------|----------|
| 2011 | 595,000 | 3.95 |
| 2012 | 625,000 | 4.05 |
| 2013 | 655,000 | 4.20 |
| 2014 | 190,000 | 4.20 |
| 2015 | 200,000 | 4.25 |
| 2016 | 205,000 | 4.25 |
| 2017 | 215,000 | 4.25 |
| 2018 | 230,000 | 4.25 |
| 2019 | 240,000 | 4.25 |
| 2020 | 250,000 | 4.25 |
| 2021 | 265,000 | 4.25 |

which bonds (the "*Series 2001 Bonds*") are subject to redemption on any date on or after March 1, 2009, at the redemption price of par plus accrued interest; and

WHEREAS the City Council of the City (the "*Council*") has considered and determined that interest rates available in the bond market are currently more favorable for the City than they were at the time when the Series 2001 Bonds were issued and that it is possible, proper and advisable to provide for the timely refunding, if such favorable rates continue, of the Series 2001 Bonds (the "*Eligible Prior Bonds*" and the bonds actually being refunded being the "*Refunded Bonds*"), and to provide for the payment and redemption thereof as same become due and at the earliest date of redemption, to the end of taking advantage of the debt service savings which may result from such lower interest rates (which refunding may hereinafter be referred to as the "*Refunding*"); and

WHEREAS pursuant to the hereinafter defined Act, the City is authorized to issue general obligation bonds to accomplish the Refunding and it is deemed necessary and desirable to provide for the issuance of not to exceed \$4,000,000 principal amount general obligation bonds for such purpose and for the purpose of realizing such net debt service savings from the Refunding; and

WHEREAS the Council does hereby determine that it is advisable and in the best interests of the City to borrow not to exceed \$4,000,000 at this time pursuant to the Act for the purpose of paying the costs of the Refunding and, in evidence of such borrowing, issue its full faith and credit bonds in the principal amount of not to exceed \$4,000,000;

NOW THEREFORE Be It Ordained by the City Council of the City of Elmhurst, DuPage and Cook Counties, Illinois, in the exercise of its home rule powers, as follows:

Section 1. Definitions. In addition to such other words and terms used and defined in this Ordinance, the following words and terms used in this Ordinance shall have the following meanings, unless, in either case, the context or use clearly indicates another or different meaning is intended:

“Act” means, collectively, the Illinois Municipal Code, as supplemented and amended, the home rule powers of the City under Section 6 of Article VII of the Illinois Constitution of 1970; and, in the event of conflict between the provisions of said code and home rule powers, the home rule powers shall be deemed to supersede the provisions of said code.

“Bond” or *“Bonds”* means one or more, as applicable, of the not to exceed \$4,000,000 General Obligation Refunding Bonds, Series 2009A, authorized to be issued by this Ordinance.

“Bond Fund” means the Bond Fund established and defined in Section 16 of this Ordinance.

“Bond Moneys” means the Pledged Taxes and any other moneys deposited into the Bond Fund and investment income earned in the Bond Fund.

“Bond Notification” means the Bond Notification as authorized to be executed by the Designated Representatives of the City in Section 15 of this Ordinance and by which the final terms of the Bonds will be established.

"Bond Register" means the books of the City kept by the Bond Registrar to evidence the registration and transfer of the Bonds.

"Bond Registrar" means U.S. Bank National Association, Chicago, Illinois, a national banking association having trust powers, or a successor thereto or a successor designated as Bond Registrar hereunder.

"City" means the City of Elmhurst, DuPage and Cook Counties, Illinois.

"Code" means the Internal Revenue Code of 1986, as amended.

"Council" means the City Council of the City.

"County Clerks" means the County Clerks of The Counties of DuPage and Cook, Illinois.

"Designated Officials" means the Mayor, City Clerk, City Treasurer, City Manager and Director of Finance and Administration of the City, acting together.

"Escrow Agent" means U.S. Bank National Association, Chicago, Illinois, a national banking association having trust powers, or a successor thereto or a successor designated as Escrow Agent hereunder.

"Escrow Agreement" means the agreement by and between the City and the Escrow Agent as authorized in Section 16 hereof and set forth as *Exhibit A*.

"Ordinance" means this Ordinance, numbered as set forth on the title page hereof, and passed by the Council on the 3rd day of August, 2009.

"Paying Agent" means U.S. Bank National Association, Chicago, Illinois, a national banking association having trust powers, or a successor thereto or a successor designated as Paying Agent hereunder.

"Pledged Taxes" means the taxes levied on the taxable property within the City to pay principal of and interest on the Bonds as made in Section 13 hereof.

"Purchaser" means Robert W. Baird & Co. Incorporated.

"Refunded Bonds" mean the bonds of the City described and defined as such in the preambles to this Ordinance.

"Refunding" means the refunding of the Refunded Bonds from proceeds of the Bonds and such other lawfully available funds of the City as necessary.

"Tax-exempt" means, with respect to the Bonds, the status of interest paid and received thereon as not includable in the gross income of the owners thereof under the Code for federal income tax purposes except to the extent that such interest will be taken into account in computing an adjustment used in determining the alternative minimum tax for certain corporations.

"Term Bonds" means Bonds subject to mandatory redemption by operation of the Bond Fund and designated as term bonds in the Bond Notification.

Section 2. Incorporation of Preambles. The Council hereby finds that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and does incorporate them into this Ordinance by this reference.

Section 3. Determination to Issue Bonds. It is necessary and in the best interests of the City to provide for the Refunding to achieve a net debt service savings, to pay all related costs and expenses incidental thereto, and to borrow money and issue the Bonds for such purposes. It is hereby found and determined that such borrowing of money is necessary for the welfare of the government and affairs of the City, is for a proper public purpose or purposes and is in the public interest, and is authorized pursuant to the Act; and these findings and determinations shall be deemed conclusive.

Section 4. Bond Details. For the purpose of providing for such costs, there shall be issued and sold the Bonds in the principal amount of not to exceed \$4,000,000. The Bonds shall

each be designated "*General Obligation Refunding Bond, Series 2009A*" or such other name or series designation as may be appropriate and as stated in the Bond Notification. The Bonds, if issued, shall be issued in an amount not to exceed \$4,000,000, shall be dated such date (not prior to August 1, 2009, and not later than December 31, 2009) as set forth in the Bond Notification (the "*Dated Date*"), and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$5,000 each or authorized integral multiples thereof (but no single Bond shall represent installments of principal maturing on more than one date), and shall be numbered 1 and upward. The Bonds shall become due and payable serially or be subject to mandatory redemption (subject to prior redemption as hereinafter described) on March 1 of each of the years (not later than 2021), in the amounts (not exceeding \$750,000 per year) and bearing interest at the rates per annum (not exceeding 5.50% per annum) as set forth in the Bond Notification. Each Bond shall bear interest from the later of its Dated Date as herein provided or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on March 1 and September 1 of each year, commencing on March 1, 2010.

Interest on each Bond shall be paid by check or draft of the Paying Agent, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the applicable Record Date (the "*Record Date*"), and mailed to the registered owner of the Bond as shown in the Bond Registrar or at such other address furnished in writing by such Registered Owner. The Record Date shall be the 15th day of the month next preceding any regular or other interest payment date occurring on the 1st day of any month and 15 days preceding any interest payment date occasioned by the redemption of Bonds on other than the 1st day of a month. The principal of or redemption price

due on the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the principal corporate trust office of the Paying Agent in the City of Chicago, Illinois, or at successor Paying Agent and locality.

Section 5. Global Book-Entry System. The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds as provided in Section 4 hereof, and the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., or any successor thereto ("*Cede*"), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns ("*DTC*"). All of the outstanding Bonds shall be registered in the Bond Register in the name of Cede, as nominee of DTC, except as hereinafter provided. The Mayor, City Treasurer and City Clerk of the City are hereby authorized to execute and deliver on behalf of the City such letters to or agreements with DTC and the Bond Registrar as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the "*Representation Letter*").

With respect to the Bonds registered in the Bond Register in the name of Cede, as nominee of DTC, the City and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "*DTC Participant*") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any

other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds. The City and the Bond Registrar may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as shown in the Bond Register, shall receive a Bond certificate evidencing the obligation of the City to make payments of principal and interest with respect to any Bond. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, the name "*Cede*" in this Ordinance shall refer to such new nominee of DTC.

In the event that (i) the City determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the City, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the City determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the City shall notify DTC and DTC Participants of the availability through DTC of Bond certificates and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede, as nominee of DTC. At the time, the City may determine that the Bonds shall be registered in the name of and

deposited with such other depository operating a global book-entry system, as may be acceptable to the City, or such depository's agent or designee, and if the City does not select such alternate global book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 11 hereof.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

Section 6. Execution; Authentication. The Bonds shall be executed on behalf of the City by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, as they may determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the City. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the City and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed

by it if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 7. Term Bonds, Mandatory Redemption and Covenants. The Bonds may be subject to mandatory redemption (as Term Bonds) as provided in the Bond Notification. Bonds designated as Term Bonds shall be made subject to mandatory redemption by operation of the Bond Fund at a price of not to exceed par and accrued interest, without premium, on a given date of the years and in the amounts as shall be determined in the Bond Notification. The City covenants that it will redeem any Term Bonds pursuant to the mandatory redemption requirement for such Term Bonds and levy taxes accordingly.

Section 8. Optional Redemption. The Bonds may also be subject to redemption prior to maturity at the option of the City, from any available funds, in whole or in part on any date, as provided in the Bond Notification, and if in part, in such Notification of maturities (and, if applicable, Notification of mandatory redemption payments) as shall be specified in the Bond Notification, and if less than an entire maturity, in integral multiples of \$5,000, selected by lot by the Bond Registrar as hereinafter provided, at the redemption price (expressed as a percentage of the principal amount being redeemed) of not to exceed 102% of par plus accrued interest to the date fixed for redemption, as provided in the Bond Notification. Notwithstanding any other provision of this Ordinance, the Bond Notification may provide for non-callable Bonds.

Section 9. Term Bonds Purchase or Redemption. If the City redeems pursuant to optional redemption as hereinabove provided or purchases Term Bonds of any maturity and cancels the same from Bond Moneys as hereinafter described, then an amount equal to the principal amount of Term Bonds so redeemed or purchased shall be deducted from the mandatory redemption requirements provided for Term Bonds of such maturity, first, in the current year of such requirement, until the requirement for the current year has been fully met,

and then in any order of such Term Bonds as due at maturity or subject to mandatory redemption in any year, as the City shall determine. If the City redeems pursuant to optional redemption or purchases Term Bonds of any maturity and cancels the same from moneys other than Bond Moneys, then an amount equal to the principal amount of Term Bonds so redeemed or purchased shall be deducted from the amount of such Term Bonds as due at maturity or subject to mandatory redemption requirement in any year, as the City shall determine.

Section 10. Redemption Procedure. For a mandatory redemption of Term Bonds, the Bond Registrar shall proceed without further authorization or direction to provide for such redemption. For optional redemptions, the City shall, at least 45 days prior to the redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar), notify the Bond Registrar of such redemption date and of the maturities and principal amounts of Bonds to be redeemed. In the event of an optional redemption of less than all of a given maturity of Term Bonds, the City shall also notify the Bond Registrar of the allocation of the amount to be redeemed to the mandatory redemption requirements for such Term Bonds. For purposes of any redemption of less than all of the Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot not more than 60 days prior to the redemption date by the Bond Registrar for the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided, however*, that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion.

The Bond Registrar shall promptly notify the City and the Paying Agent in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Unless waived by any holder of Bonds to be redeemed, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the City by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,
- (4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,
- (5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Bond Registrar, and
- (6) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the City, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Bonds

will not be redeemed. Otherwise, prior to any redemption date, the City shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered holder a new Bond or Bonds of the same maturity in the amount of the unpaid principal.

If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

As part of their respective duties hereunder, the Bond Registrar and Paying Agent shall prepare and forward to the City a statement as to notice given with respect to each redemption together with copies of the notices as mailed and published.

Section 11. Registration and Exchange or Transfer of Bonds; Persons Treated as Owners. The City shall cause books (the "Bond Register") for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the principal corporate trust office of the Bond Registrar in the City of Chicago, Illinois, which is hereby constituted and appointed the registrar of the City for the Bonds. The City is authorized to prepare, and the Bond

Registrar or such other agent as the City may designate shall keep custody of, multiple Bond blanks executed by the City for use in the transfer and exchange of Bonds.

Any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date or during the period of 15 days preceding the giving of notice of redemption of Bonds or to transfer or exchange any Bond all or a portion of which has been called for redemption.

The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; *provided, however*, that the principal amount of Bonds of each maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of Bonds for such maturity less the amount of such Bonds which have been paid.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

Section 12. Form of Bond. The Bonds shall be in substantially the form hereinafter set forth; *provided, however,* that if the text of the Bonds is to be printed in its entirety on the front side of the Bonds, then the second paragraph on the front side and the legend "See Reverse Side for Additional Provisions" shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.

shown on the registration books of the City maintained by U.S. Bank National Association, in the City of Chicago, Illinois, as bond registrar (the "*Bond Registrar*"), at the close of business on the applicable Record Date (the "*Record Date*"). The Record Date shall be the 15th day of the month next preceding any regular or other interest payment date occurring on the 1st day of any month and 15 days preceding any interest payment date occasioned by the redemption of Bonds on other than the 1st day of a month. Interest shall be paid by check or draft of the Paying Agent, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar, or as otherwise agreed by the City and Cede & Co., as nominee, or successor, for so long as this Bond is held by The Depository Trust Company, New York, New York, the depository, or nominee, in book-entry only form as provided for same.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, including the authorizing Act, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the City, represented by the Bonds, and including all other indebtedness of the City, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the City sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF the City of Elmhurst, DuPage and Cook Counties, Illinois, by its City Council, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its Mayor and attested by the manual or duly authorized facsimile signature of its City Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

Mayor, City of Elmhurst
DuPage and Cook Counties, Illinois

ATTEST:

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

[SEAL]

Date of Authentication: _____, _____

CERTIFICATE
OF
AUTHENTICATION

Bond Registrar and Paying Agent:
U.S. Bank National Association
Chicago, Illinois

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the General Obligation Refunding Bonds, Series 2009A, having a Dated Date of _____, 2009, of the City of Elmhurst, DuPage and Cook Counties, Illinois.

U.S. BANK NATIONAL ASSOCIATION,
as Bond Registrar

By _____
Authorized Officer

[FORM OF BOND - REVERSE SIDE]

This bond is one of a series of bonds (the "*Bonds*") in the aggregate principal amount of \$_____ issued by the City for the purpose of paying the costs of refunding certain outstanding bonds of the City, and of paying expenses incidental thereto, all as described and defined in the ordinance authorizing the Bonds (the "*Ordinance*"), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as supplemented and amended, and as further supplemented and, where necessary, superseded, by the powers of the City as a home rule unit under the provisions of Section 6 of Article VII of the Illinois Constitution of 1970 (such code and powers being the "*Act*"), and with the Ordinance, which has been duly passed by the City Council of the City, approved by the Mayor, and published, in all respects as by law required.

Subject to the provisions relating to this Bond remaining in book-entry only form, this Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in the Ordinance. Upon surrender for transfer or exchange of this Bond at the principal corporate trust office of the Bond Registrar in the City of Chicago, Illinois, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the Registered Owner or an attorney for such owner duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the Registered Owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date or during the period of 15 days preceding the giving of

notice of redemption of Bonds or to transfer or exchange any Bond all or a portion of which has been called for redemption.

The Bonds may be subject to optional [and mandatory] redemption, and the holder of this Bond shall refer to the provisions of the Ordinance for the terms and provision for notice of redemption.

The City, the Bond Registrar and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the City, the Bond Registrar and the Paying Agent shall not be affected by any notice to the contrary.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 13. Tax Levy. For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, there is hereby levied upon all of the taxable property within the City, in the years for which any of the Bonds are outstanding, a direct annual tax sufficient for that purpose; and there is hereby levied on all of the taxable property in the City, in addition to all other taxes, the direct annual taxes for the years and in the amounts as follows (the "*Pledged Taxes*"):

| FOR THE YEAR | A TAX SUFFICIENT TO PRODUCE THE DOLLAR SUM OF: | |
|--------------|--|---|
| 2009 | \$ 800,000 | for interest and principal to and including March 1, 2011 |
| 2010 | \$ 800,000 | for principal and interest |
| 2011 | \$ 800,000 | for principal and interest |
| 2012 | \$ 800,000 | for principal and interest |
| 2013 | \$ 800,000 | for principal and interest |
| 2014 | \$ 800,000 | for principal and interest |
| 2015 | \$ 800,000 | for principal and interest |
| 2016 | \$ 800,000 | for principal and interest |
| 2017 | \$ 800,000 | for principal and interest |
| 2018 | \$ 800,000 | for principal and interest |
| 2019 | \$ 800,000 | for principal and interest |

The Pledged Taxes and other moneys (excepting proceeds of the Bonds) on deposit (collectively, the "*Bond Moneys*") in the Bond Fund shall be applied to pay principal of and interest on the Bonds as follows:

A. Bond Moneys shall be applied to the payment of interest when due and principal or redemption price when due at maturity or as redeemed pursuant to mandatory redemption from the Bond Fund, or

B. On or before January 1 in each calendar year preceding a March 1 mandatory redemption date in the successive calendar year, Bond Moneys up to the amount of the redemption requirement on such mandatory redemption date plus interest due on Term Bonds on such date may be applied (1) to the purchase of Term Bonds of the

maturity for which such mandatory redemption requirement was established at prices (including commissions and charges, if any) not exceeding par and accrued interest to such March 1 or (2) to the redemption of such Bonds, without premium, pursuant to optional redemption provisions applicable thereto. Upon the purchase or redemption of Term Bonds of any maturity pursuant to this paragraph (B), an amount equal to the principal amount of such Bonds or applicable portion thereof so purchased or redeemed shall be deducted from the next mandatory redemption requirement thereafter to become due on such Bonds and any excess over the amount of such requirement shall be deducted from the future requirement for such Bonds as the City shall determine.

Interest or principal coming due at any time when there are insufficient funds on hand from the Pledged Taxes to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Pledged Taxes herein levied; and when the Pledged Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced. The City covenants and agrees with the purchasers and registered owners of the Bonds that so long as any of the Bonds remain outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to levy and collect the foregoing tax levy. The City and its officers will comply with all present and future applicable laws in order to assure that the Pledged Taxes may be levied, extended and collected as provided herein and deposited into the Bond Fund.

Whenever other funds from any lawful source are made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the taxes levied herein for the payment of same, the Council shall, by proper proceedings, direct the deposit of such funds into the Bond Fund and further shall direct the abatement of the taxes by the amount

so deposited. A certified copy or other notification of any such proceedings abating taxes may then be filed with the County Clerks in a timely manner to effect such abatement.

To the extent that the taxes levied above exceed the amount necessary to pay debt service on the Bonds as set forth in the Bond Notification, one or more of the Designated Officers are hereby authorized to direct the abatement of such taxes to the extent of the excess of such levy in each year over the amount necessary to pay debt service on the Bonds in the following bond year. Proper notice of such abatement shall be filed with the County Clerks in a timely manner to effect such abatement.

Section 14. Filing with County Clerks. Promptly, as soon as this Ordinance becomes effective, a copy hereof, certified by the City Clerk of the City, shall be filed with the County Clerks; and the County Clerks shall in and for each of the years required ascertain the rate percent required to produce the aggregate tax herein provided to be levied as set forth in a Bond Notification for each of the years; and the County Clerks shall (to the extent said tax has not been abated as provided herein) extend the same for collection on the tax books in connection with other taxes levied in said years in and by the City for general corporate purposes of the City; and in said years such annual tax shall be levied and collected by and for and on behalf of the City in like manner as taxes for general corporate purposes for said years are levied and collected, and in addition to and in excess of all other taxes.

Section 15. Sale of Bonds; Bond Notification; Bond Series. The Mayor and two of the following four individuals: City Treasurer, Finance Committee Chairman, City Manager or Director of Finance and Administration of the City (the "*Designated Representatives*") are hereby authorized to proceed, without any further authorization or direction whatsoever from the Council, to sell and deliver the Bonds upon the terms as prescribed in this Section, pursuant to a Bond Notification. The Bonds shall be sold and delivered to the Purchaser at the price of not less

than 98.5% of the par value of the principal amount thereof, plus accrued interest to the date of delivery. Such sale shall be made upon the advice (in the form of a written certificate or report) of Speer Financial, Inc., the financial advisor to the City ("*Speer*") that the net interest cost rate on the Bonds, calculated in accordance with customary market practice, does not exceed 5.50% and that the terms of the Bonds are fair and reasonable in view of current conditions in the bond markets. As an additional limitation on the sale of the Bonds, the certificate or report of Speer must set forth that the Refunding will provide a present value debt service savings to the City resulting from the issuance of Bonds to refund the Eligible Prior Bonds which are chosen to be refunded, which report shall demonstrate that the City will realize a minimum net present value savings of 3.50% of the debt service on the Eligible Prior Bonds being refunded. The Designated Representatives may choose all or any lesser portion of the Eligible Prior Bonds to be refunded, in such manner as will provide such savings. Nothing in this Section shall require the Designated Representatives to sell any of the Bonds if in their judgment, aided by Speer, the conditions in the bond markets shall have deteriorated from the time of adoption thereof or the sale of all or any portion of the Bonds shall for some other reason not be deemed advisable, but the Designated Representatives shall have the authority to sell the Bonds in any event so long as the limitations set forth in this Ordinance and the conditions of this Section shall have been met. Upon the sale of the Bonds, the Designated Representatives and any other officers of the City as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Bonds as may be necessary, including, without limitation, the Bond Notification, Preliminary Official Statement, Official Statement, Bond Purchase Contract (as hereinafter defined), and closing documents. The Designated Representatives must find and determine in the Bond Notification that no person holding any office of the City either by election or appointment, is in any manner financially interested either directly, in his or her own

name, or indirectly in the name of any other person, association, trust or corporation in said Bond Purchase Contract with the Purchaser for the purchase of the Bonds. The distribution of the Preliminary Official Statement relating to the Bonds is hereby in all respects authorized and approved, and the proposed use by the Purchaser of an Official Statement (in substantially the form of the Preliminary Official Statement but with appropriate variations to reflect the final terms of the Bonds) is hereby approved. One or more of the Designated Officials shall execute a bond purchase contract for the sale of the Bonds to the Purchaser (the "*Bond Purchase Contract*") in the form approved by the corporation counsel of the City. Upon the sale of the Bonds, the Designated Representatives shall prepare the Bond Notification, which shall include the pertinent details of sale as provided herein, and such shall be entered into the records of the City and made available to all Aldermen at the next public meeting thereof. The Designated Representatives shall also file with the County Clerks the Bond Notification or like document including a statement of taxes. The authority granted in this Ordinance to the Designated Representatives to sell Bonds as provided herein shall expire on December 31, 2009.

The Designated Officers are hereby authorized to take any action as may be required on the part of the City to consummate the transactions contemplated by the Purchase Contract, this Ordinance, said Preliminary Official Statement, said final Official Statement and the Bonds.

Section 16. Creation of Funds and Appropriations.

A. There is hereby created the "*General Obligation Refunding Bonds, Series 2009A, Bond Fund*" (the "*Bond Fund*"), which shall be the fund for the payment of principal of and interest on the Bonds. Accrued interest and premium, if any, received upon delivery of the Bonds shall be deposited into the Bond Fund and be applied to pay first interest coming due on the Bonds or be deposited into the Escrow Account as set forth in the Escrow Agreement.

B. The Pledged Taxes shall either be deposited into the Bond Fund and used solely and only for paying the principal of and interest on the Bonds or be used to reimburse a fund or account from which advances to the Bond Fund may have been made to pay principal of or interest on the Bonds prior to receipt of Pledged Taxes. Interest income or investment profit earned in the Bond Fund shall be retained in the Bond Fund for payment of the principal of or interest on the Bonds on the interest payment date next after such interest or profit is received or, to the extent lawful and as determined by the Council, transferred to such other fund as may be determined. The City hereby pledges, as equal and ratable security for the Bonds, all present and future proceeds of the Pledged Taxes for the sole benefit of the registered owners of the Bonds, subject to the reserved right of the Council to transfer certain interest income or investment profit earned in the Bond Fund to other funds of the City, as described in the preceding sentence.

C. The sum of principal proceeds of the Bonds as is necessary, together with such money in the debt service funds for the Refunded Bonds as may be advisable for the purpose, shall be used to provide for the Refunding, and the payment of such expenses as may be designated, pursuant to the provisions of an Escrow Agreement with the Escrow Agent as is designated, all in accordance with the provisions of an Escrow Agreement, substantially in the form attached hereto as *Exhibit A* to this Ordinance, made a part hereof by this reference, and hereby approved; the officers appearing signatory to such Escrow Agreement are hereby

authorized and directed to execute same, their execution to constitute conclusive proof of action in accordance with this Ordinance, and approval of all completions or revisions necessary or appropriate to effect the Refunding. The City expressly authorizes the use of the Government Obligations as set forth in the Escrow Account as set forth in the Escrow Agreement. At the time of the issuance of the Bonds, the costs of issuance of the Bonds may be paid by the Purchaser on behalf of the City from the proceeds of the Bonds.

Section 17. General Arbitrage Covenants. The City hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from Federal income taxation for interest paid on the Bonds, under present rules, the City is treated as the "taxpayer" in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination.

The City also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the Tax-exempt status of the Bonds.

The Council hereby authorizes the officials of the City responsible for issuing the Bonds, the same being the Mayor, City Clerk and City Treasurer of the City, to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the

Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be Tax-exempt. In connection therewith, the City and the Council further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

Section 18. Registered Form. The City recognizes that Section 149(a) of the Code requires the Bonds to be issued and to remain in fully registered form in order to be and remain Tax-exempt. In this connection, the City agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

Section 19. Bank Qualification. The City further recognizes the provisions of Section 265(b)(3) of the Code which provide that a “qualified tax-exempt obligation” as therein defined may be treated by certain financial institutions as if it were acquired on August 7, 1986, as amended, for certain purposes. The City hereby deemed designates each of the Bonds as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Code.

Section 20. Rights and Duties of Bond Registrar and Paying Agent. If requested by the Bond Registrar or the Paying Agent, or both, any officer of the City is authorized to execute standard forms of agreements between the City and the Bond Registrar or Paying Agent with respect to the obligations and duties of the Bond Registrar or Paying Agent hereunder. In

addition to the terms of such agreements and subject to modification thereby, the Bond Registrar and Paying Agent by acceptance of duties hereunder agree:

(a) to act as bond registrar, paying agent, authenticating agent, and transfer agent as provided herein;

(b) as to the Bond Registrar, to maintain a list of Bondholders as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential to the extent permitted by law;

(c) to give notice of redemption of Bonds as provided herein;

(d) as to the Bond Registrar, to cancel and/or destroy Bonds which have been paid at maturity or upon redemption or submitted for exchange or transfer;

(e) as to the Bond Registrar, to furnish the City at least annually a certificate with respect to Bonds cancelled and/or destroyed; and

(f) to furnish the City at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

The City Clerk of the City is hereby directed to file a certified copy of this Ordinance with the Bond Registrar and the Paying Agent.

Section 21. Taxes Previously Levied. The taxes previously levied to pay principal of and interest on the Refunded Bonds, to the extent such principal and interest is provided for from the proceeds of the Bonds or from the Escrow Account under the Escrow Agreement as hereinabove described, shall be abated. The filing of a certificate of abatement with the County Clerks shall constitute authority and direction for the County Clerks to make such abatement.

Section 22. Defeasance. Any Bond or Bonds which (a) are paid and cancelled, (b) which have matured and for which sufficient sums been deposited with the Paying Agent to pay all principal and interest due thereon, or (c) for which sufficient U.S. funds and direct U.S.

Treasury obligations have been deposited with the Paying Agent or similar institution to pay, taking into account investment earnings on such obligations, all principal of and interest on such Bond or Bonds when due at maturity or as called for redemption, pursuant to an irrevocable escrow or trust agreement, shall cease to have any lien on or right to receive or be paid from the Bond Moneys or Pledged Taxes hereunder and shall no longer have the benefits of any covenant for the registered owners of outstanding Bonds as set forth herein as such relates to lien and security of the outstanding Bonds. All covenants relative to the Tax-exempt status of the Bonds; and payment, registration, transfer, and exchange; are expressly continued for all Bonds whether outstanding Bonds or not.

Section 23. Continuing Disclosure Undertaking. The Mayor or City Treasurer of the City is hereby authorized, empowered and directed to execute and deliver the Continuing Disclosure Undertaking (the "*Continuing Disclosure Undertaking*") in substantially the same form as now before the Council, or with such changes therein as the individual executing the Continuing Disclosure Undertaking on behalf of the City shall approve, the official's execution thereof to constitute conclusive evidence of the approval of such changes. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the City as herein provided, the Continuing Disclosure Undertaking will be binding on the City and the officers, employees and agents of the City, and the officers, employees and agents of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

Section 24. Call of Refunded Bonds. In accordance with the redemption provisions of the bond ordinance authorizing the Refunded Bonds, the City by the Council does hereby make provision for the payment of and does hereby call (subject only to the delivery of the Bonds) the Refunded Bonds for redemption and payment prior to maturity on their earliest call date therefor as set forth in the Escrow Agreement.

Section 25. Purchase of the Government Securities. The Escrow Agent, Speer, the Purchaser and Chapman and Cutler LLP, Chicago, Illinois, be and the same are each hereby authorized to act as agent for the City in the purchase of the Government Obligations described and set forth in the Escrow Agreement.

Section 26. Municipal Bond Insurance. In the event the payment of principal and interest on the Bonds is insured pursuant to a municipal bond insurance policy (the "*Municipal Bond Insurance Policy*") issued by a bond insurer (the "*Bond Insurer*"), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the City and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Bonds, subrogation of the rights of the Bondholders to the Bond Insurer when holding Bonds, amendment hereof, or other terms, as approved by the Mayor on advice of counsel, his approval to constitute full and complete acceptance by the City of such terms and provisions under authority of this section.

Section 27. Publication of Ordinance. A full, true and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the Council.

Section 28. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 29. Superseder and Effective Date. All ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage, approval and publication.

AYES: _____

NAYS: _____

ABSENT: _____

ADOPTED: August 3, 2009

APPROVED: August 3, 2009

Mayor, City of Elmhurst
DuPage and Cook Counties, Illinois

Recorded In City Records: August 3, 2009.

Published in pamphlet form by authority of the City Council on August 3, 2009.

ATTEST:

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