

**AGENDA
OF BUSINESS TO BE BROUGHT BEFORE THE MEETING
OF THE CITY COUNCIL OF ELMHURST, ILLINOIS, 209 NORTH YORK
MONDAY, NOVEMBER 16, 2009
7:30 P.M.**

- 1. Call to Order/ Pledge of Allegiance/ Roll Call**
- 2. Public Hearing – Special Service Area 14 (Spring Road Business District)**
- 3. Public Hearing – 2009 Property Tax Levy**
- 4. Recognition of the Timothy Christian State Championship Soccer Team**
- 5. Receipt of Written Communications and Petitions from the Public**
- 6. Public Forum**
- 7. Consent Agenda**
 - a. Minutes of the Regular Meeting Held on Monday, November 2, 2009 (City Clerk Spencer):
Approve as published
 - b. Accounts Payable – November 16, 2009 Total \$ 1,026,359.45
 - c. Reappointment to the Senior Citizens Commission – Anton Debevetz (Mayor DiCianni):
Concur with the Mayor's recommendation
 - d. Off-Site Parking Lot Use (City Manager Borchert): Refer to the Development, Planning and Zoning Committee
 - e. Community Bank of Elmhurst 4 on the 4th – 2010 Run (City Manager Borchert): Refer to the Public Affairs and Safety Committee
 - f. Intergovernmental Agreement Establishing the Northern Illinois Municipal Gas Franchise Consortium (City Manager Borchert): Refer to the Finance, Council Affairs and Administrative Services Committee
 - g. Report – Levee Improvement Project - Proposal for Engineering Services (PW&B)
 - h. Report – Power Mart – Request for Liquor License (PA&S)
 - i. Report – 26th Annual Dan Gibbons Turkey Trot Parade Permit Request (PA&S)
 - j. Report – Sewerage Treatment Rate for Illinois American Water Company (F,CA&AS)
 - k. Report – Case Number 09 P-08/City of Elmhurst Zoning Ordinance Text Amendments (DP&Z)
 - l. O-45-2009 – An Ordinance Authorizing the Sale by Auction of Personal Property Owned By the City of Elmhurst
 - m. O-46-2009 – An Ordinance Approving and Authorizing the Execution of a Non-Exclusive License Agreement By and Between Daniel Gibbons and the City of Elmhurst, DuPage and Cook Counties, Illinois
 - n. O-47-2009 – An Ordinance Approving and Authorizing the Execution of the First Amendment to Agreement for Purchase and Sale of Real Estate Sale, Commonly Known as 149 North Addison, Elmhurst, Illinois
 - o. O-48-2009 – An Ordinance Approving and Authorizing the Execution of an Intergovernmental and Annexation Agreement With the Village of Bensenville (Churchville Schoolhouse Property)
 - p. ZO-11-2009 – An Ordinance Approving a Text Amendment to the City of Elmhurst Zoning Ordinance Regarding Real Estate Signs
 - q. R-49-2009 – A Resolution to Approve and Authorize the Execution of Professional Design and Construction Engineering Services Agreement for the Levee Improvement Project By and Between the Engineering Resources Associates, Inc. (ERA) and the City of Elmhurst

- r. R-50-2009 – A Resolution Determining the Estimated Property Taxes to Be Levied for the 2009 Tax Year of the City of Elmhurst, Illinois

8. Reports and Recommendations of Appointed and Elected Officials

- a. Updates (Mayor DiCianni)
- b. Continuation of Discussion on 2010/11 Budget & Tax Levy (City Manager Borchert)

9. Ordinance

- a. MCO-22-2009 – 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

10. Other Business

11. Announcements

12. 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.

VOW

MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF THE ELMHURST, ILLINOIS
HELD ON MONDAY, NOVEMBER 2, 2009
209 NORTH YORK STREET
ELMHURST, ILLINOIS

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**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF ELMHURST, ILLINOIS
HELD ON MONDAY, NOVEMBER 2, 2009
209 NORTH YORK STREET
ELMHURST, ILLINOIS**

CALL TO ORDER

Attendance: 30

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

PLEDGE OF ALLEGIANCE – CUB SCOUT DEN 1, PACK 15 ELMHURST

2. Cub Scout Den 1, Pack 15 Elmhurst from Jefferson School was present to lead the City Council in the Pledge of Allegiance.

ROLL CALL

3. City Clerk Spencer called the roll.

Present: Diane Gutenkauf, Paula Pezza, Pat Shea, Norman Leader, Susan J. Rose, Michael J. Bram, Stephen Hipskind, Kevin L. York, Chris Nybo (left at 9:10 p.m.), Chris Healy, Steve Morley (left at 8:59 p.m.), Jim Kennedy (left at 9:12 p.m.), Mark A. Mulliner, Patrick Wagner

Absent: None.

Also in Attendance: City Treasurer Dyer, City Attorney Storino, City Manager Borchert, Fire Chief/Acting Assistant City Manager Kopp

RECEIPT OF WRITTEN COMMUNICATIONS AND PETITIONS FROM THE PUBLIC

4. Residents of Avon, Pine and Willow submitted a petition entitled, "Petition to Be Presented at the 11/02/2009 City Council Meeting." The petition requests the Council review the report from MWH dated 09/28/2009 entitled *Pine Street Mitigation Alternatives* and select one of the alternatives to address the inadequate drainage located under First St. between Pine and Avon Streets in the 2010/11 Capital Budget.

PUBLIC FORUM

5. A large number of persons spoke regarding ongoing drainage problems on Pine Street and the results of the MWH study. They asked Council to find the money to fix the inadequate drainage that is affecting their homes.

| Name | Address |
|---------------|--------------|
| Paul Eskenazi | 118 Pine St. |
| Donna Wilbur | 117 Pine St. |
| Pat Corning | 153 Avon Rd. |
| Mark Adams | 132 Pine St. |
| James Joyce | 130 Pine St. |
| Larry Roberts | 120 Avon Rd. |
| Peggy Wilson | 149 Avon Rd. |

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

Thanked the City Manager for the information he requested at the October 16, 2009 meeting. He also spoke regarding his dislike for taxes and asked the City Council to cut taxes.

CONSENT AGENDA

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

- a. MINUTES OF THE REGULAR MEETING HELD ON MONDAY, OCTOBER 19, 2009 (City Clerk Spencer): Approve as published
- b. MINUTES OF THE FIRST EXECUTIVE SESSION HELD ON MONDAY, OCTOBER 19, 2009 (City Clerk Spencer): Receive and place on file
- c. MINUTES OF THE SECOND EXECUTIVE SESSION HELD ON MONDAY, OCTOBER 19, 2009 (City Clerk Spencer): Receive and place on file
- d. ACCOUNTS PAYABLE – OCTOBER 31, 2009 TOTAL \$ 1,876,789.77
- e. REPORT – BIDS, ONE (1) SIX WHEEL TANDEM AXLE LOG LOADER The following report of the Public Works and Buildings Committee was presented for passage:

October 26, 2009

TO: Mayor DiCianni and Members of the City Council
RE: Bids, One (1) Six Wheel Tandem Axle Log Loader

On Monday, October 26, 2009 the Public Works and Buildings Committee met to discuss bids received for One (1) Six Wheel Tandem Axle Log Loader (grapple).

Invitations to bid were sent out to six (6) area dealers. A legal ad appeared in the newspaper and six sets of specifications were picked up. A public bid opening was held on May 12, 2009. The results are listed below:

| <u>Dealer</u> | <u>Base Price</u> (Inc. Trade) | <u>Options</u> | <u>Total</u> |
|--|-----------------------------------|----------------|--------------|
| Chicago International Truck, Chicago, IL | \$135,233.00 | \$18,500.00 | \$153,733.00 |
| Trans Chicago Truck Group, Elmhurst, IL | \$139,668.00 | \$19,800.00 | \$159,468.00 |
| R.G. Smith, Des Plaines, IL | \$141,306.00 | \$21,000.00 | \$162,306.00 |
| Chicago Mack, Summit, IL | Declined to Bid | | |
| City Utility, Chicago, IL | Declined to Bid | | |
| Auto Truck, Bensenville, IL | Declined to Bid | | |

The bids from Chicago International Truck, Trans Chicago Truck Group, and R.G. Smith meet all required bid specifications. No bids were received from Chicago Mack, City Utility and Auto Truck. Chicago International Truck, Chicago, IL is the low bidder.

PW-88 will be used in the Public Works Department, Forestry Division. Funds have been provided in the FY2009/2010 budget under the following account number: \$170,000.00 in 110-6043-434-8006. The total purchase price for the 2009 Six Wheel Tandem Axle Log Loader GVWR 66,000LBS with options is \$153,733.00. The price reflects a trade-in allowance for old PW-88 of \$14,000.00. Optional items include work lights, a dual ladder, a landscape clamshell and a 350HP engine.

During the Committee's review the concept of deferring the purchase was discussed. However, due to new EPA mandates on emissions, the same truck in 2010 will cost \$9,000 more for an upgraded catalytic converter system required by the EPA. In addition, the grapple is the only one the City owns and it is used on an almost daily basis. It is equipment used in rough work and replacement parts are no longer available. The grapple is also a critical piece of equipment during any windstorm or ice storm to help clear streets and parkways of debris. The Committee is aware that renting a grapple and operator during such an event would be difficult if not impossible.

The turnaround time for the delivery of the truck is between 100 and 150 days. If the grapple were to break down during that period, it would cost approximately \$35,000 to contract out the services necessary to replace it while procuring a new one.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the low bid from Chicago International Truck of Chicago, Illinois in the amount of \$153,733.00 for One (1) Six Wheel Tandem Axle Log Loader be accepted and that a resolution be prepared authorizing this purchase.

Respectfully submitted,
Public Works and Building Committee

/s/ Jim Kennedy

Chairman

/s/ Michael J. Bram

Vice-Chairman

/s/ Pat Shea

/us/ Chris Healy

- f. REPORT – 2010 EMPLOYEE LIFE INSURANCE BENEFIT RENEWAL The following report of the Finance, Council Affairs and Administrative Services Committee was presented for passage:

October 27, 2009

To: Mayor DiCianni and Members of the City Council
Re: 2010 Employee Life Insurance Benefit Renewal

The Finance, Council Affairs and Administrative Services Committee met on October 26, 2009, to review the 2010 employee group term life insurance benefit renewal.

As part of the renewal process the City periodically bids the insurance plan, and this year went out to the market requesting bids from the current provider Mutual of Omaha, MetLife, Assurant, Principal Financial Group, Lincoln Financial, and Reliance Standard. Only the current provider, Mutual of Omaha quoted. The other five companies declined to quote with non-competitive rates. The current 2009 rate is \$.14/\$1,000. The 2010 renewal from Mutual of Omaha is \$.155 / \$1,000; a 10.7% rate increase.

Since 2005 Mutual of Omaha has provided group term life insurance benefits to City employees. From 2005 through 2009 the rate remained unchanged. The 2010 renewal is the first rate increase in 5 years. The 2009 premium is \$43,522 and the 2010 premium totals \$48,183. After review of the renewal staff recommends continuing with Mutual of Omaha for the 2010 benefit plan year. The Finance Committee concurs with staff recommendation.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council accept the proposal from Mutual of Omaha for group term life insurance for the 2010 plan year, January 1, 2010 through December 31, 2010, for an annual premium of \$48,183.

Respectfully submitted,
Finance, Council Affairs and
Administrative Services Committee

/s/ Stephen Hipskind

Chairman

/us/ Kevin York

Vice-Chairman

/s/ Mark Mulliner

/s/ Diane Gutenkauf

- g. REPORT – 2010 EMPLOYEE DENTAL INSURANCE BENEFIT RENEWAL The following report of the Finance, Council Affairs and Administrative Services Committee was presented for passage:

October 27, 2009

To: Mayor DiCianni and Members of the City Council
Re: 2010 Employee Dental Insurance Benefit Renewal

The Finance, Council Affairs and Administrative Services Committee met on October 26, 2009, to review the 2010 employee dental insurance benefit renewal.

As part of the renewal process the City periodically bids the insurance plan and this year went out to the market requesting bids from MetLife Dental, Delta Dental, Principal Financial Group, Humana Dental, and Guardian. Of the five companies, MetLife Dental and Guardian quoted. Delta Dental did not respond. Principal and Humana declined to quote as having non-competitive rates. Guardian's quote was a 19.8% rate increase as compared to MetLife Dental rate quote of 0% rate change. The current 2009 rate is \$192,886. The 2010 renewal from MetLife Dental remains unchanged from 2009.

Since 1999, MetLife Dental has provided fully insured dental insurance benefits to City of Elmhurst employees. The program is a two-tiered dental plan. The High Plan offers employees a higher-level benefit and higher premium contributions; where as the Low Plan provides a reduced level of benefit and lower contribution rates. Both plans offer 100% coverage for preventative dental work. Per the collective bargaining agreement, the Public Works union employees in the International Union of Operating Engineers, Local 150, began using the Union's insurance, as of May 1, 2008, and are no longer covered under the dental insurance plan provided by the City. After review of the proposals staff recommends continuing with MetLife Dental for the 2010 benefit plan year at the current rate of \$192,886. The Finance Committee concurs with staff recommendation.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council accept the proposal from MetLife Dental for a fully insured dental care program for the 2010 plan year, January 1, 2010 through December 31, 2010, for an annual premium of \$192,886.

Respectfully submitted,
Finance, Council Affairs and
Administrative Services Committee

/s/ Stephen Hipskind
Chairman
/us/ Kevin York
Vice-Chairman
/s/ Mark Mulliner
/s/ Diane Gutenkauf

- h. REPORT – 2010 EMPLOYEE HEALTH INSURANCE BENEFIT RENEWAL The following report of the Finance, Council Affairs and Administrative Services Committee was presented for passage:

October 27, 2009

To: Mayor DiCianni and Members of the City Council
Re: 2010 Employee Health Insurance Benefit Renewal

The Finance, Council Affairs and Administrative Services Committee met on October 26, 2009, to review the 2010 employee health insurance benefit renewal.

As part of the renewal process the City periodically bids the insurance plan and this year went out to the market requesting bids from Blue Cross Blue Shield (BCBS), United Health Care, Humana, Unicare, and Aetna. Of the five companies, BCBS and United Health Care quoted, and the rest declined to quote as having non-competitive rates. United Health Care's quote was a 13.49% rate increase as compared to BCBS's rate increase of 10.3%. The rate increase is due to the City's claim experience and medical trend. The current 2009 rate is \$3,130,253. The 2010 renewal from Blue Cross Blue Shield is \$3,451,211.

Since 2003, Blue Cross Blue Shield (BCBS) has provided fully insured medical insurance benefits to City of Elmhurst employees. Employees may choose between a Preferred Provider Organization (PPO) and the Health Maintenance Organization (HMO) plan. Per the collective bargaining agreement, the Public Works union employees in the International Union of Operating Engineers, Local 150, began using the Union's insurance, as of May 1, 2008, and are no longer covered under the City of Elmhurst's health insurance plan. After review of the proposals staff recommends

contracting with BCBS for the 2010 benefit plan year. Finance Committee concurs with staff recommendation.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council accept the proposal from Blue Cross Blue Shield for a fully insured health care program for the 2010 plan year, January 1, 2010 through December 31, 2010, for an annual premium of \$3,451,211.

Respectfully submitted,
Finance, Council Affairs and
Administrative Services Committee

/s/ Stephen Hipskind
Chairman

/us/ Kevin York
Vice-Chairman

/s/ Mark Mulliner
/s/ Diane Gutenkauf

- i. REPORT – CASE NUMBER 09 P-09/CITY OF ELMHURST ZONING ORDINANCE TEXT AMENDMENT The following report of the Development, Planning and Zoning Committee was presented for passage:

October 15, 2009

TO: Mayor DiCianni and Members of the City Council

RE: Case Number 09 P-09/City of Elmhurst Zoning Ordinance Text Amendment

Request by the City of Elmhurst, as petitioner, to amend the Elmhurst Zoning Ordinance Chapter 11 for the purpose adding “Development Signs” and amending commercial real estate signs in the C3 and I1 Districts from 16 square feet to 32 square feet.

The Development, Planning and Zoning Committee met on October 13, 2009, to review the application and details regarding this request. The Committee reviewed applicable sections of the Zoning Ordinance, and the transcript of the public hearing.

The City of Elmhurst, as applicant, is requesting amendments to the Zoning Ordinance that would allow 32 square foot commercial real estate signs in the C3 and I1 districts (proposed language in bold):

Section 11.6(l) Real Estate Signs

Other districts:

No more than 16 square feet. However, in the C3 and I1 districts such signs may be up to 32 square feet.

The following proposed Zoning Ordinance text amendment [also to Sec. 11.6(l)] would allow real estate development signs larger than 12 square feet in all districts as a Conditional Use (proposed language in bold):

e. Real Estate Development, “or Construction Signs” may exceed 12 square feet only by Conditional Use Permit in accordance with Chapter 3, Section 3.11 of this ordinance.

The DPZ Committee’s discussion focused on the fact that these revisions bring the Zoning Ordinance in line with typical industry standards, and would not result in negative visually impact in the community. Such signs are typically located on larger sites, and are typically temporary in nature.

Therefore, the Development, Planning and Zoning Committee recommends approval of the requested text amendments. The City Attorney is hereby directed to prepare the necessary documents for City Council approval.

Respectfully submitted,
Development, Planning and Zoning Committee

/s/ Steven Morley
Chairman

/us/ Susan J. Rose
Vice-Chairman
/s/ Norman Leader

- j. REPORT – CIVIC BANNERS – REQUEST TO APPLY FOR ZONING ORDINANCE TEXT AMENDMENTS The following report of the Development, Planning and Zoning Committee was presented for passage:

October 16, 2009

TO: Mayor DiCianni and Members of the City Council
RE: Civic Banners - Request to Apply for Zoning Ordinance Text Amendments

The Development, Planning and Zoning Committee reviewed this topic at their meeting on October 13, 2009. This topic was brought to the DPZ Committee by City Staff with a request to consider an amendment to the Zoning Ordinance regarding Section 11.9-2 Civic Banners.

The topic was initially identified in a June 1, 2009 memorandum from the City Manager to the Mayor and City Council (copy attached). In that document, the City Manager identified the streetlight pole banners proposed (and ultimately installed) by Elmhurst City Centre. Current Zoning Ordinance provisions do not address such banners; the section (Section 11.9-2) currently allowing civic banners is specifically intended for the Palmer Drive underpass.

The DPZ Committee concurred with Staff's recommendation that streetlight pole banners can be visually attractive additions to the community under certain conditions. Therefore the DPZ asked that Staff develop appropriate zoning controls in conjunction with the possible amendment request application. Staff emphasized that streetlight pole banners would only be allowed for civic groups and related organizations.

The DPZ further asked that Staff review the entirety of Section 11.9 (Temporary Banners and Signs) to consider more permissive regulations in 11.9-1 regarding temporary banners on private property. The DPZ noted that in some situations, placing such banners for longer periods (than the current one month per year), might be appropriate.

Therefore, it is the recommendation of the Development, Planning and Zoning Committee that the City of Elmhurst apply for amendments to the Zoning Ordinance regarding Section 11.9 Temporary Banners and Signs.

Respectfully submitted,
Development, Planning and Zoning Committee

/s/ Steven Morley
Chairman
/us/ Susan J. Rose
Vice-Chairman
/s/ Norman Leader

- k. REPORT - CASE NUMBER 09 P-10/ WILKINS MAZDA CONDITIONAL USE AND ASSOCIATED VARIATIONS The following report of the Development, Planning and Zoning Committee was presented for passage:

October 27, 2009

TO: Mayor DiCianni and Members of the City Council
RE: Case Number 09 P-10/ Wilkins Mazda Conditional Use and Associated Variations

The purpose of this hearing is to consider a request for a Conditional Use Permit and associated variations for the purpose of erecting a pylon sign on property commonly known as 750 N. York Street (PIN 03-26-406-014)

The Development, Planning and Zoning Committee met on October 26, 2009 to review and discuss the subject request. This included the Zoning & Planning Commission recommendation and findings of fact report, application documents, and the public hearing transcript for this request.

The DPZ Committee began discussion by reviewing the individual aspects associated with this request, specifically the conditional use, sign size, sign area and separation. The Committee

reviewed aspects of the Zoning Ordinance associated with lot size, noting that because there are 2 business entities (Hyundai and Mazda) located on one lot, the sign separation variation is required. The DPZ noted that the pylon sign request is consistent with the character of the area, as the proposed sign is of a similar scale to many other signs located along North York Street. It was noted that if the underlying two parcels were considered separately there would be no need for a variation for the sign for spacing. Each individual parcel would be entitled to its own pylon sign.

The applicant, Mr. Wilkins, informed the committee that is his intent to construct a second building on the property to house the Mazda dealership. The committee determined that the project meets the applicable Standards for Conditional Use and Standards for Variation. It is therefore, the recommendation of the Development, Planning and Zoning Committee that this request be approved, along with suspension of City Council rules to allow the report and ordinance to be approved at the same meeting. The City Attorney has prepared the necessary ordinance documents for City Council approval.

Respectfully submitted,
Development, Planning and Zoning Committee

/s/ Steven Morley

Chairman

/s/ Susan J. Rose

Vice-Chairman

/s/ Norman Leader

l. O-42-2009 – AN ORDINANCE AUTHORIZING THE SALE BY AUCTION OF PERSONAL PROPERTY OWNED BY THE CITY OF ELMHURST

Ordinance O-42-2009 was presented for passage.

m. O-43-2009 – AN ORDINANCE AUTHORIZING THE SALE BY AUCTION OF PERSONAL PROPERTY OWNED BY THE CITY OF ELMHURST

Ordinance O-43-2009 was presented for passage.

n. O-44-2009 – AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE LICENSE AGREEMENT BY AND BETWEEN ELMHURST CHRISTIAN REFORMED CHURCH AND THE CITY OF ELMHURST, DUPAGE AND COOK COUNTY, ILLINOIS

Ordinance O-44-2009 was presented for passage.

o. MCO-21-2009 – AN ORDINANCE TO AMEND ARTICLE V ENTITLED, "DRIVING, OVERTAKING AND PASSING," OF CHAPTER 44 ENTITLED, "MOTOR VEHICLES AND TRAFFIC," OF THE MUNICIPAL CODE OF THE CITY OF ELMHURST, ILLINOIS

Ordinance MCO-21-2009 was presented for passage.

p. ZO-09-2009 – AN ORDINANCE TO GRANT A CONDITIONAL USE FOR THE VACANT, LANDLOCKED PARCEL ADJACENT TO THE 1015 SOUTH ROUTE 83 IN THE CITY OF ELMHURST, ILLINOIS

Ordinance ZO-09-2009 was presented for passage.

q. R-47-2009 – A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE EXCLUSIVE MANAGEMENT AGREEMENT BETWEEN THE CITY OF ELMHURST, ILLINOIS, AND DAVID KING & ASSOCIATES, INC. FOR THE MANAGEMENT OF 180 W. PARK AVENUE, ELMHURST, ILLINOIS

Resolution R-47-2009 was presented for passage.

r. R-48-2009 – A RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE ORDER BETWEEN THE CITY OF ELMHURST, ILLINOIS, AND CHICAGO INTERNATIONAL TRUCK FOR THE PURCHASE OF ONE (1) SIX WHEEL TANDEM AXLE LOG LOADER

R-48-2009 was presented for passage.

Alderman Shea pulled item **6b. Minutes of the First Executive Session Held on Monday, October 19, 2009.** Alderman Bram pulled item **6i. Report – Case Number 09 P-09/City of Elmhurst Zoning Ordinance Text Amendment.** Alderman Pezza pulled item **6p. ZO-09-2009 – An Ordinance to Grant a Conditional Use for the Vacant, Landlocked Parcel Adjacent to the 1015 South Route 83 In the City of Elmhurst, Illinois.**

Alderman Hipskind moved to approve the contents of the Consent Agenda less items **6b. Minutes of the First Executive Session Held on Monday, October 19, 2009, 6i. Report – Case Number 09 P-09/City of Elmhurst Zoning Ordinance Text Amendment** and **6p. ZO-09-2009 – An Ordinance to Grant a Conditional Use for the Vacant, Landlocked Parcel Adjacent to the 1015 South Route 83 In the City of Elmhurst, Illinois.** Alderman Morley seconded. Roll call vote:

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

Nays: None

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

Alderman Shea stated she pulled item **6b. Minutes of the First Executive Session Held on Monday, October 19, 2009** to make a motion to table their acceptance of said report until the next executive session meeting. Alderman Bram seconded. Roll call vote:

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

Nays: None

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

Alderman Morley moved to accept item **6i. Report – Case Number 09 P-09/City of Elmhurst Zoning Ordinance Text Amendment.** Alderman Pezza seconded.

Alderman Morley stated item **6i. Report – Case Number 09 P-09/City of Elmhurst Zoning Ordinance Text Amendment** amends Chapter 11 of the Zoning Ordinance, Commercial Real Estate Signs in the C3 and I1 Districts from 16ft² to 32ft². He stated these revisions bring the Zoning Ordinance in line with typical industry standards.

Alderman Bram stated he pulled item **6i. Report – Case Number 09 P-09/City of Elmhurst Zoning Ordinance Text Amendment** for a clarification on C1 & C2, if it necessary for larger signs.

Discussion ensued.

City Manager Borchert stated he would put out a memo to the City Council regarding the issue.

Voice vote on item **6i. Report – Case Number 09 P-09/City of Elmhurst Zoning Ordinance Text Amendment**, motion carried.

Alderman Pezza moved to approve item **6p. ZO-09-2009 – An Ordinance to Grant a Conditional Use for the Vacant, Landlocked Parcel Adjacent to the 1015 South Route 83 In the City of Elmhurst, Illinois.** Alderman Morley seconded.

Alderman Pezza stated she pulled item **6p. ZO-09-2009 – An Ordinance to Grant a Conditional Use for the Vacant, Landlocked Parcel Adjacent to the 1015 South Route 83 In the**

City of Elmhurst, Illinois to ask a few questions regarding the Zoning Code on required parking. She stated her interpretation of the code could be in conflict with additional parking.

City Attorney Storino stated the conditional use requirements of the code are in compliance.

Discussion ensued.

Alderman Gutenkauf moved to send item **6p. ZO-09-2009 – An Ordinance to Grant a Conditional Use for the Vacant, Landlocked Parcel Adjacent to the 1015 South Route 83 In the City of Elmhurst, Illinois** back to committee for further discussion.

Alderman Nybo, point of order, stating ordinances do not come from committees and therefore the motion cannot be made.

Discussion ensued.

Alderman Rose moved to call the question.

Mayor DiCianni stated without objections, call the roll.

Roll call vote on item **6p. ZO-09-2009 – An Ordinance to Grant a Conditional Use for the Vacant, Landlocked Parcel Adjacent to the 1015 South Route 83 In the City of Elmhurst, Illinois:**

Ayes: Morley, Shea, Leader, Rose, Hipkind, York, Nybo, Healy, Kennedy, Wagner

Nays: Pezza, Gutenkauf, Bram, Mulliner

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

REPORTS AND RECOMENDATIONS OF APPOINTED AND ELECTED OFFICIALS

7. a. UPDATES (Mayor DiCianni)

Mayor DiCianni stated City Manager Borchert will report on the questions that Council has asked for regarding 5%-10% cuts.

City Manager Borchert stated the City's operating budget is about \$40million. The Finance Task Force identified a \$6million shortfall for 2010/2011. He referred to the Task Force Report, page 6, Executive Summary, their recommendation of 1/3 cuts and 2/3 new revenue. It was recommended to increase property taxes and motor fuel tax.

City Manager Borchert stated 5%-10% cuts were suggested 1½ years ago and half have already taken place. The Task Force recommendation is to find another \$1million in cuts.

City Manager Borchert discussed the Capital Budget shortfall stating it's time to find new revenue or make bigger cuts.

Discussion ensued regarding how to approach cuts and new revenues.

Alderman Pezza asked if the City is on target for the Tax Levy Public Hearing.

City Manager Borchert stated the public hearing notice will be in the November 6, 2009 edition of the *Elmhurst Press* and the public hearing itself will take place on Monday, November 16, 2009.

ORDINACES

8. a. ZO-10-2009 – An Ordinance to Grant a Conditional Use to Permit a Second Pylon Sign and to Approve and Authorizing Sign Variations for Wilkins Mazda at 750 North York Street In the City of Elmhurst, Illinois

Ordinance ZO-10-2009 was presented for passage.

Alderman Morley moved to approve item **8a. ZO-10-2009 – An Ordinance to Grant a Conditional Use to Permit a Second Pylon Sign and to Approve and Authorizing Sign Variations**

for Wilkins Mazda at 750 North York Street In the City of Elmhurst, Illinois. Alderman Rose seconded. Roll call vote:

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

Nays: None

Results: 14 ayes, 0 nays, 0 absent

Motion duly carried

OTHER BUSINESS

9. Alderman Rose requested that the issue of a property tax rebate for qualifying residents be referred to the appropriate committee for discussion and the development of such a policy before any new increase in property taxes is implemented.

The referral was accepted by Finance, Council Affairs and Administrative Services Committee Chairman Hipskind without objection.

Alderman Pezza thanked Alderman Rose for her referral stating the Council cares about Elmhurst and its citizens. She stated the Council needs to be considerate and patient with each other as they consider the biggest tax increase that she can remember during the worst economy.

Alderman Gutenkauf asked for a response to the residents of Pine Street while they are still here.

City Manager Borchert stated Public Works met with a draft report from MWH. The consultants will make a final and more specific report and staff will meet with the neighborhood once the report has been finalized. The City Manager stated staff and the Public Works and Buildings Committee will then come to the City Council to deliberate on the subject.

Alderman Morley read an e-mail from resident Bob Hoel regarding property taxes and City finances. In the e-mail Mr. Hoel states that he strongly supports the recommendation of the Finance Task Force for a tax increase in order to provide the City staff with the money they need to run Elmhurst like the proud City it is.

Alderman Kennedy stated he looked at the Citizen's Survey and 90% of the people say they feel safe in Elmhurst. Concerns from a negative point of view included: parking, paving streets and airport noise & expansion. Alderman Kennedy suggested Council to go back and re-read the survey. He stated it should be our road map as we go through the next budget cycle.

ANNOUNCEMENTS

10. City Manager Borchert announced parking terminals will be installed within 4-6 weeks and replace coin-boxes. He stated the terminals will allow for both cash and credit card payments and the terminal will issue a receipt. Monthly parking passes will still be available for purchase at City Hall.

City Manager Borchert stated a new exhibit, *Dwellings a Study in Residential Architecture*, presented by the Elmhurst Historical Museum is a self guided walking/driving tour of twenty-four (24) different style homes in Elmhurst. The City Manager encouraged the community to see this new exhibit.

Alderman Hipskind stated the new parking terminals will reduce personnel costs (bringing savings to the City).

Mayor DiCianni reminded everyone of the Churchville One Room Schoolhouse fundraiser, *Rockin' the Schoolhouse!* will take place on Saturday, November 7, 2009 at Drury Lane.

Mayor DiCianni congratulated the Timothy Christian High School boys soccer team, who won the IHSA Class IA State Soccer Championship.

Alderman Pezza announced Friday, November 6, 2009, *Arte at Nite: Food for Life* is hosting their first annual Art Venue in conjunction with United Community Concerns Association. It will be held from 6-9 p.m. She stated local businesses will be open and will donate 10% of the proceeds to UCCA. Alderman Pezza invited the community to support this event. The local destinations will also accept non-perishable food donations.

ADJOURNMENT

11. Alderman Morley moved to adjourn the meeting. Aldermen York seconded. Voice Vote. Motion carried. Meeting adjourned 8:54 p.m.

Peter P. DiCianni, III, Mayor

Patty Spencer, City Clerk

Vow

CITY OF ELMHURST

ACCOUNTS PAYABLE SUMMARY SHEET

NOVEMBER 16, 2009

| | <u>REGULAR</u> | <u>INTERIM</u> | <u>TOTAL</u> |
|------------------------------|---------------------|-----------------|---------------------|
| <u>CHECKS</u> | | | |
| GENERAL FUND | \$566,922.58 | \$5,659.31 | \$572,581.89 |
| LIBRARY FUND | 1,266.16 | 905.04 | 2,171.20 |
| STORMWATER | 8,854.40 | - | 8,854.40 |
| REDEVELOPMENT | 19,635.50 | - | 19,635.50 |
| INDUSTRIAL DEVELOPMENT | 66.67 | - | 66.67 |
| RT 83 COMMERCIAL DEVELOPMENT | 58.33 | - | 58.33 |
| PUBLIC FACILITIES CONSTR | 11,773.76 | - | 11,773.76 |
| DEBT SERVICE G.O. BONDS | 350.00 | - | 350.00 |
| MUNICIPAL UTILITY FUND | 398,846.42 | 182.54 | 399,028.96 |
| PARKING REVENUE SYSTEM FUND | 11,679.01 | - | 11,679.01 |
| FIRE PENSION FUND | - | 159.73 | 159.73 |
| | <u>1,019,452.83</u> | <u>6,906.62</u> | <u>1,026,359.45</u> |

FINANCE REVIEW

Maip K. Boston

CITY MANAGER REVIEW

James M. [Signature]

TO THE CITY TREASURER,

THE PAYMENT OF THE ABOVE LISTED AMOUNTS HAS BEEN APPROVED BY THE CITY COUNCIL AT A MEETING HELD ON NOVEMBER 16, 2009 AND YOU ARE HEREBY AUTHORIZED TO PAY THEM FROM THE APPROPRIATE BUDGET ACCOUNT.

MAYOR

CITY CLERK

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 |
|--------------------------|-------------------------------|------------|-----|-------------------|--------------------|------------------------|-----------------|---------------------------------|
| 0000009 | ACE HARDWARE | | | | | | | |
| 265437 | 001163 | | 01 | 11/16/2009 | 110-4020-422.50-01 | COMPRESSOR REPAIR | 32.53 | |
| 265964 | 001474 | | 01 | 11/16/2009 | 110-4020-422.50-01 | DOOR REPAIR | 13.17 | |
| 265815 | 001158 | | 01 | 11/16/2009 | 110-5030-421.50-01 | SCREWS/VELCRO STRIPS | 20.67 | |
| 265677 | 001159 | | 01 | 11/16/2009 | 110-5030-421.50-01 | FAUCET REPAIR | 31.93 | |
| 265683 | 001473 | | 01 | 11/16/2009 | 110-6044-435.40-98 | KEYS | 4.48 | |
| 265581 | 001475 | | 01 | 11/16/2009 | 110-6044-435.40-98 | NUTS/BOLTS/SCREWS | 3.07 | |
| 265887 | 001476 | | 01 | 11/16/2009 | 110-6044-435.40-98 | NUTS/BOLTS/SCREWS | 6.26 | |
| 265578 | 001160 | | 01 | 11/16/2009 | 110-6046-418.50-01 | ANTI FREEZE | 20.93 | |
| 265787 | 001161 | | 01 | 11/16/2009 | 110-6046-418.50-01 | VELCRO STRIPS | 3.59 | |
| 265784 | 001162 | | 01 | 11/16/2009 | 110-6046-418.50-01 | MAGNET STRIP/GOO GONE | 5.68 | |
| 265542 | 001164 | | 01 | 11/16/2009 | 110-7060-451.50-01 | WINDOW TREATMENT | 5.39 | |
| 265567 | 001165 | | 01 | 11/16/2009 | 110-7060-451.50-01 | WINDOW FILM | 23.98 | |
| 265756 | 001504 | | 01 | 11/16/2009 | 110-7060-451.60-44 | RETURNED MERCHANDISE | 8.99- | |
| | | | | | | VENDOR TOTAL * | 162.69 | |
| 0008977 | ADVANTAGE II CONCRETE RAISING | | | | | | | |
| 10319 | 001147 | | 01 | 11/16/2009 | 110-6041-432.30-69 | PUBLIC SIDEWALK REPAIR | 3,605.00 | |
| | | | | | | VENDOR TOTAL * | 3,605.00 | |
| 0014376 | AEREX PEST CONTROL | | | | | | | |
| 801037 | 001242 | | 01 | 11/16/2009 | 110-4020-422.50-01 | PEST CONTROL | 33.00 | |
| 801038 | 001243 | | 01 | 11/16/2009 | 110-4020-422.50-01 | PEST CONTROL | 45.00 | |
| 801036 | 001241 | | 01 | 11/16/2009 | 110-5030-421.30-98 | PEST CONTROL | 43.00 | |
| 801034 | 001239 | | 01 | 11/16/2009 | 110-6046-418.50-01 | PEST CONTROL | 43.00 | |
| 801035 | 001240 | | 01 | 11/16/2009 | 110-6046-418.50-01 | PEST CONTROL | 54.00 | |
| 801138 | 001246 | | 01 | 11/16/2009 | 110-6046-418.50-01 | PEST CONTROL | 86.00 | |
| 800722 | 001244 | | 01 | 11/16/2009 | 110-7060-451.50-01 | PEST CONTROL | 28.00 | |
| 801137 | 001245 | | 01 | 11/16/2009 | 110-7060-451.50-01 | PEST CONTROL | 23.00 | |
| | | | | | | VENDOR TOTAL * | 355.00 | |
| 0011593 | AHERN, B. PATRICK | | | | | | | |
| 25133 | 001089 | | 01 | 11/16/2009 | 110-0000-316.00-00 | TRANSFER STAMP REFUND | 660.00 | |
| | | | | | | VENDOR TOTAL * | 660.00 | |
| 0000016 | ALEXANDER EQPT CO INC | | | | | | | |
| 66576 | 001375 | | 01 | 11/16/2009 | 110-6047-512.50-16 | TRK/PARTS PW199 | 25.88 | |
| | | | | | | VENDOR TOTAL * | 25.88 | |
| 0004999 | ALLIANCE PLBG & SEWER | | | | | | | |
| OCT 2009 | 001032 | | 01 | 11/16/2009 | 110-4025-424.30-12 | PLUMBING INSPECTIONS | 3,290.56 | |
| | | | | | | VENDOR TOTAL * | 3,290.56 | |
| 0000078 | ALLIED WASTE SERVICES #551 | | | | | | | |
| 551-007465492 | 001541 | | 01 | 11/16/2009 | 110-6045-441.30-65 | REFUSE COLLECTION | 202,092.56 | |
| 551-007465492 | 001542 | | 01 | 11/16/2009 | 110-6045-441.30-83 | REFUSE COLLECTION | 20,728.32 | |
| | | | | | | VENDOR TOTAL * | 222,820.88 | |
| 0014889 | ALPHA PAINTWORKS | | | | | | | |

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 |
|---|--|--------------|--|--|--|--|---------------------------------|
| 0014889 09-19 | ALPHA PAINTWORKS 001528 | | 01 11/16/2009 | 110-6044-435.30-30 | STREETLIGHT POLE PAINTING | 33,450.00 | |
| | | | | | VENDOR TOTAL * | 33,450.00 | |
| 0013770 5095 | ALPINE SAP, INC - 001191 | CAROL STREAM | 01 11/16/2009 | 510-6050-501.30-52 | RPZ TESTING | 3,123.75 | |
| | | | | | VENDOR TOTAL * | 3,123.75 | |
| 0005297 10/19/2009 | AMERICAN CHARGE SERVICE 001010 | | 01 11/16/2009 | 110-0083-443.60-49 | SENIOR CITIZEN TAXI SVC | 487.40 | |
| | | | | | VENDOR TOTAL * | 487.40 | |
| 0000035 0596137 7015584 | ANDERSON LOCK 001167 000768 | | 01 11/16/2009 01 11/16/2009 | 110-6046-418.50-01 510-6057-502.50-01 | KEYS BLDG 4 REPL SVC DOOR | 14.25 2,835.96 | |
| | | | | | VENDOR TOTAL * | 2,850.21 | |
| 0010625 NOV 2009 | ARCADE BUILDING 000853 | | 01 11/16/2009 | 530-0088-503.30-59 | SCHILLER CT PARKING LEASE | 750.00 | |
| | | | | | VENDOR TOTAL * | 750.00 | |
| 0000039 06-463618 06-466259 06-463618 06-466259 | ARROW UNIFORM 001045 001252 001046 001253 | | 01 11/16/2009 01 11/16/2009 01 11/16/2009 01 11/16/2009 | 110-6041-432.40-62 110-6041-432.40-62 510-6052-501.40-62 510-6052-501.40-62 | UNIFORM SUPPLIES UNIFORM SUPPLIES UNIFORM SUPPLIES UNIFORM SUPPLIES | 104.00 113.75 104.00 113.75 | |
| | | | | | VENDOR TOTAL * | 435.50 | |
| 0007267 19580 19568 | ASSOCIATED TECHNICAL SERVICES, LTD 000770 000771 | | 01 11/16/2009 01 11/16/2009 | 510-6057-502.50-01 510-6057-502.50-01 | 4" HOT WTR LEAK LOCATION 4" HOT WTR LEAK LOCATION | 610.50 1,821.00 | |
| | | | | | VENDOR TOTAL * | 2,431.50 | |
| 0007161 449047 | ASSOCIATED TIRE & BATTERY CO, INC 001357 | | 01 11/16/2009 | 110-6047-512.50-16 | PARTS/SUPPLIES | 156.24 | |
| | | | | | VENDOR TOTAL * | 156.24 | |
| 0000095 827125944X10252001061 827125944X10252001060 | AT & T MOBILITY 000830 000831 | | 01 11/16/2009 01 11/16/2009 | 110-4020-422.30-75 110-5030-421.30-75 | MONTHLY PHONE MONTHLY PHONE | 190.72 145.72 | |
| | | | | | VENDOR TOTAL * | 336.44 | |
| 0012277 63029919307818 63029919617851 63022613552388 70822603019681 70822603773592 70822603029680 | AT&T 000830 000831 000823 000825 000836 000837 | | 01 11/16/2009 01 11/16/2009 01 11/16/2009 01 11/16/2009 01 11/16/2009 01 11/16/2009 | 110-2008-413.30-98 110-2008-413.30-98 110-4020-422.30-75 110-4020-422.30-75 110-4020-422.30-75 110-4020-422.30-75 | MONTHLY PHONE MONTHLY PHONE MONTHLY PHONE MONTHLY PHONE MONTHLY PHONE MONTHLY PHONE | 225.81 225.81 268.50 105.06 129.69 105.06 | |

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 | 000838 | | 01 | 11/16/2009 | 110-4020-422.30-75 | MONTHLY PHONE | 105.06 | |
| 63094177985546 | 001098 | | 01 | 11/16/2009 | 110-4020-422.30-75 | MONTHLY PHONE | 75.35 | |
| 63022655290673 | 000824 | | 01 | 11/16/2009 | 110-5030-421.30-75 | MONTHLY PHONE | 241.83 | |
| 63022603952325 | 000839 | | 01 | 11/16/2009 | 110-5030-421.30-75 | MONTHLY PHONE | 35.90 | |
| 70822603942320 | 000842 | | 01 | 11/16/2009 | 110-5030-421.30-75 | MONTHLY PHONE | 129.69 | |
| 63094112299292 | 000979 | | 01 | 11/16/2009 | 110-5030-421.30-75 | MONTHLY PHONE | 22.78 | |
| 63083402982045 | 000798 | | 01 | 11/16/2009 | 110-6040-431.30-75 | MONTHLY SERVICE | 61.57 | |
| 70822611450803 | 000829 | | 01 | 11/16/2009 | 110-6040-431.30-75 | MONTHLY PHONE | 305.65 | |
| 63029950633668 | 000832 | | 01 | 11/16/2009 | 110-6040-431.30-75 | MONTHLY PHONE | 103.43 | |
| 63029950643667 | 000833 | | 01 | 11/16/2009 | 110-6040-431.30-75 | MONTHLY PHONE | 127.18 | |
| 63029979019998 | 000834 | | 01 | 11/16/2009 | 110-6040-431.30-75 | MONTHLY PHONE | 240.98 | |
| 70822613280851 | 000841 | | 01 | 11/16/2009 | 110-6040-431.30-75 | MONTHLY PHONE | 105.06 | |
| 630R0605979200 | 000826 | | 01 | 11/16/2009 | 110-6046-418.50-01 | MONTHLY PHONE | 99.53 | |
| 630R0608273403 | 000835 | | 01 | 11/16/2009 | 110-6046-418.50-01 | MONTHLY PHONE | 99.53 | |
| 70822611762223 | 000844 | | 01 | 11/16/2009 | 110-7060-451.30-98 | MONTHLY PHONE | 105.06 | |
| 70822611450803 | 000828 | | 01 | 11/16/2009 | 510-6052-501.30-75 | MONTHLY PHONE | 305.65 | |
| 70822611739932 | 000840 | | 01 | 11/16/2009 | 510-6052-501.30-75 | MONTHLY PHONE | 193.73 | |
| 70822611450803 | 000827 | | 01 | 11/16/2009 | 510-6055-502.30-75 | MONTHLY PHONE | 611.28 | |
| 70822603793590 | 000843 | | 01 | 11/16/2009 | 510-6055-502.30-75 | MONTHLY PHONE | 129.69 | |
| 63094131383002 | 000978 | | 01 | 11/16/2009 | 510-6055-502.30-75 | MONTHLY PHONE | 19.59 | |
| | | | | | | VENDOR TOTAL * | 4,178.47 | |
| 0011146 | AT&T GLOBAL SERVICES, INC | | | | | | | |
| 1L766396 | 000885 | | 01 | 11/16/2009 | 110-2008-413.50-25 | CENTREX PHONES | 428.77 | |
| | | | | | | VENDOR TOTAL * | 428.77 | |
| 0010170 | ATOMIC TRANSMISSIONS | | | | | | | |
| 82191 | 000817 | | 01 | 11/16/2009 | 110-6047-512.50-02 | PW-117 | 1,965.00 | |
| | | | | | | VENDOR TOTAL * | 1,965.00 | |
| 0004998 | AUGSPURGER DARLINE M | | | | | | | |
| 000007915 | UT | | 01 | 11/16/2009 | 510-0000-113.02-00 | UB CR REFUND | 687.30 | |
| | | | | | | VENDOR TOTAL * | 687.30 | |
| 0012291 | AUTO TECH CENTERS INC | | | | | | | |
| 212039 | 001376 | | 01 | 11/16/2009 | 110-6047-512.50-20 | TIRES/PD-5 | 409.36 | |
| 212040 | 001377 | | 01 | 11/16/2009 | 110-6047-512.50-20 | TIRES/STOCK | 409.36 | |
| | | | | | | VENDOR TOTAL * | 818.72 | |
| 0003704 | AUTO TRUCK GROUP | | | | | | | |
| 395772 | 001378 | | 01 | 11/16/2009 | 110-6047-512.50-16 | TRK/PARTS PW1 | 98.47 | |
| | | | | | | VENDOR TOTAL * | 98.47 | |
| 0017359 | BANK OF AMERICA | | | | | | | |
| 0009214233 | 000586 | | 01 | 11/05/2009 | 110-2006-413.30-05 | QUARTERLY FEES 7/1-9/30 | CHECK #: 129646 | 61.14- |
| 389414897 | 000286 | | 01 | 11/05/2009 | 110-2006-413.30-05 | 7/1-9/30 FEES | CHECK #: 129646 | 91.08- |
| 389414897 | 000286 | | 01 | 11/05/2009 | 110-2006-413.30-05 | 7/1-9/30 FEES | CHECK #: 129901 | 91.08 |
| 0009214233 | 000587 | | 01 | 11/05/2009 | 210-8070-452.30-05 | QUARTERLY FEES 7/1-9/30 | CHECK #: 129646 | 13.89- |

BANK: 01

| VEND NO | VENDOR NAME | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT OR HAND-ISSUED AMOUNT |
|----------------|-----------------------------|---------|-----|----------------|--------------------|--------------------------|-----------------|---------------------------|
| 0017359 | BANK OF AMERICA | | | | | | | |
| 389414897 | 000287 | | 01 | 11/05/2009 | 210-8070-452.30-05 | 7/1-9/30 FEES | CHECK #: 129646 | 20.70- |
| 389414897 | 000287 | | 01 | 11/05/2009 | 210-8070-452.30-05 | 7/1-9/30 FEES | CHECK #: 129901 | 20.70 |
| 0009214233 | 000588 | | 01 | 11/05/2009 | 510-6050-501.30-05 | QUARTERLY FEES 7/1-9/30 | CHECK #: 129646 | 8.80- |
| 389414897 | 000288 | | 01 | 11/05/2009 | 510-6050-501.30-05 | 7/1-9/30 FEES | CHECK #: 129646 | 13.11- |
| 389414897 | 000288 | | 01 | 11/05/2009 | 510-6050-501.30-05 | 7/1-9/30 FEES | CHECK #: 129901 | 13.11 |
| 0009214233 | 000589 | | 01 | 11/05/2009 | 510-6055-502.30-05 | QUARTERLY FEES 7/1-9/30 | CHECK #: 129646 | 8.80- |
| 389414897 | 000289 | | 01 | 11/05/2009 | 510-6055-502.30-05 | 7/1-9/30 FEES | CHECK #: 129646 | 13.11- |
| 389414897 | 000289 | | 01 | 11/05/2009 | 510-6055-502.30-05 | 7/1-9/30 FEES | CHECK #: 129901 | 13.11 |
| VENDOR TOTAL * | | | | | | | .00 | 92.63- |
| 0017711 | BANK OF AMERICA | | | | | | | |
| 0009214233 | 000586 | | 01 | 11/05/2009 | 110-2006-413.30-05 | QUARTERLY FEES 7/1-9/30 | CHECK #: 129902 | 61.14 |
| 0009214233 | 000587 | | 01 | 11/05/2009 | 210-8070-452.30-05 | QUARTERLY FEES 7/1-9/30 | CHECK #: 129902 | 13.89 |
| 0009214233 | 000588 | | 01 | 11/05/2009 | 510-6050-501.30-05 | QUARTERLY FEES 7/1-9/30 | CHECK #: 129902 | 8.80 |
| 0009214233 | 000589 | | 01 | 11/05/2009 | 510-6055-502.30-05 | QUARTERLY FEES 7/1-9/30 | CHECK #: 129902 | 8.80 |
| VENDOR TOTAL * | | | | | | | .00 | 92.63 |
| 0018177 | BARTELS CONSULTING, KEN | | | | | | | |
| 11/05/2009 | 001539 | | 01 | 11/16/2009 | 110-1001-411.30-52 | PROFESSIONAL SVCS | 855.00 | |
| 11/05/2009 | 001540 | | 01 | 11/16/2009 | 110-3015-414.30-52 | PROFESSIONAL SVCS | 877.50 | |
| 11/05/2009 | 001538 | | 01 | 11/16/2009 | 110-7060-451.30-52 | PROFESSIONAL SVCS | 1,597.50 | |
| VENDOR TOTAL * | | | | | | | 3,330.00 | |
| 0014328 | BATTERIES UNLIMITED INC | | | | | | | |
| 11136 | 001174 | | 01 | 11/16/2009 | 530-0088-503.50-14 | BATTERY PACK | 150.00 | |
| VENDOR TOTAL * | | | | | | | 150.00 | |
| 0012081 | BAXTER & WOODMAN | | | | | | | |
| 0147025 | 000782 | | 01 | 11/16/2009 | 510-6057-502.50-10 | SCADA RADIO INSTALLATION | 8,968.19 | |
| 0147026 | 000909 | | 01 | 11/16/2009 | 510-6057-502.80-20 | ENGINEERING CONSULTANTS | 61,600.00 | |
| 0147027 | 000910 | | 01 | 11/16/2009 | 510-6057-502.80-20 | ENGINEERING CONSULTANTS | 1,353.50 | |
| VENDOR TOTAL * | | | | | | | 71,921.69 | |
| 0000059 | BERGHEGER, BRIAN-PETTY CASH | | | | | | | |
| 10/13-11/02 | 001153 | | 01 | 11/04/2009 | 110-7060-451.30-49 | POSTAGE | CHECK #: 129897 | 17.60 |
| 10/13-11/02 | 001154 | | 01 | 11/04/2009 | 110-7060-451.60-44 | EXHIBIT EXPENSE | CHECK #: 129897 | 163.69 |
| 10/13-11/02 | 001155 | | 01 | 11/04/2009 | 110-7060-451.60-54 | TRAVEL EXPENSE | CHECK #: 129897 | 7.70 |
| 10/13-11/02 | 001156 | | 01 | 11/04/2009 | 110-7060-451.60-65 | PROGRAM EXPENSE | CHECK #: 129897 | 14.66 |
| VENDOR TOTAL * | | | | | | | .00 | 203.65 |
| 0013075 | BERKELEY TRUCKING INC | | | | | | | |
| 35055 | 000880 | | 01 | 11/16/2009 | 510-6052-501.40-57 | STONE | 3,915.94 | |
| 35042 | 000881 | | 01 | 11/16/2009 | 510-6052-501.30-81 | HAULING SVCS | 1,480.00 | |
| VENDOR TOTAL * | | | | | | | 5,395.94 | |
| 0018349 | BOWLES, TOM/MICHELE | | | | | | | |
| 24987 | 000995 | | 01 | 11/16/2009 | 110-0000-316.00-00 | TRANSFER STAMP REFUND | 528.00 | |
| VENDOR TOTAL * | | | | | | | 528.00 | |
| 0007199 | BRETT EQPT CORP | | | | | | | |

PREPARED 11/09/2009, 14:28:36
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 11/16/2009 CHECK DATE: 11/19/2009

BANK: 01

| VEND NO | VENDOR NAME | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT OR HAND-ISSUED AMOUNT |
|----------------|-------------------------------------|---------|-----|----------------|--------------------|----------------------|--------------|---------------------------|
| 0007199 | BRETT EQPT CORP | | | | | | | |
| INV-017795 | 000816 | | 01 | 11/16/2009 | 110-6047-512.50-16 | PW-33 & STOCK | 51.73 | |
| INV-017941 | 001129 | | 01 | 11/16/2009 | 110-6047-512.50-16 | HIGHLIGHTER SOLARIS | 384.40 | |
| | | | | | | VENDOR TOTAL * | 436.13 | |
| 0001899 | BRISTOL HOSE & FITTING MAIN WAREHSE | | | | | | | |
| 00227727 | 001381 | | 01 | 11/16/2009 | 110-6042-433.50-16 | COUPLERS | 66.06 | |
| | | | | | | VENDOR TOTAL * | 66.06 | |
| 0007057 | BROADCAST PRODUCTION SERVICES INC | | | | | | | |
| 10/18-10/31/09 | 000896 | | 01 | 11/16/2009 | 110-0086-453.30-52 | CATV PROF SVCS | 332.50 | |
| | | | | | | VENDOR TOTAL * | 332.50 | |
| 0000084 | BURGIN, DENNIS | | | | | | | |
| 10/18-10/31/09 | 000895 | | 01 | 11/16/2009 | 110-0086-453.30-52 | CATV PROF SVCS | 315.50 | |
| | | | | | | VENDOR TOTAL * | 315.50 | |
| 0007387 | C & H DISTRIBUTORS, LLC | | | | | | | |
| 10691063 | 001168 | | 01 | 11/16/2009 | 110-6046-418.40-53 | TOOLS | 174.25 | |
| | | | | | | VENDOR TOTAL * | 174.25 | |
| 0009267 | C J C AUTO PARTS & TIRES | | | | | | | |
| 528830 | 008914 | | 01 | 09/30/2009 | 110-6047-512.50-16 | FILTER | 30.92 | |
| 521039 | 008915 | | 01 | 09/30/2009 | 110-6047-512.50-16 | RETURNED MERCHANDISE | 61.33 | |
| 553040 | 000812 | | 01 | 11/16/2009 | 110-6047-512.50-16 | PW-153A | 5.14 | |
| 546124 | 001361 | | 01 | 11/16/2009 | 110-6047-512.50-16 | BRAKE LINE | 11.04 | |
| 554241 | 001362 | | 01 | 11/16/2009 | 110-6047-512.50-16 | STOCK | 48.72 | |
| | | | | | | VENDOR TOTAL * | 34.49 | |
| 0005707 | CANON BUSINESS SOLUTIONS, INC | | | | | | | |
| 4002913793 | 001507 | | 01 | 11/16/2009 | 110-3015-414.30-21 | COPIER MAINT | 6.81 | |
| 4002913793 | 001508 | | 01 | 11/16/2009 | 110-4020-422.30-21 | COPIER MAINT | 6.81 | |
| 4002913793 | 001510 | | 01 | 11/16/2009 | 110-6040-431.30-21 | COPIER MAINT | 6.81 | |
| 4002913793 | 001509 | | 01 | 11/16/2009 | 110-7060-451.30-21 | COPIER MAINT | 6.81 | |
| | | | | | | VENDOR TOTAL * | 27.24 | |
| 0015516 | CARDINAL FENCE & SUPPLY INC | | | | | | | |
| 90239 | 001237 | | 01 | 11/16/2009 | 110-6041-432.40-20 | FENCE REPAIR | 66.79 | |
| | | | | | | VENDOR TOTAL * | 66.79 | |
| 0017032 | CARDSDIRECT LLC | | | | | | | |
| 415890 | 001088 | | 01 | 11/16/2009 | 110-5030-421.40-31 | GREETING CARDS | 142.20 | |
| | | | | | | VENDOR TOTAL * | 142.20 | |
| 0008716 | CASE LOTS INC | | | | | | | |
| 018568 | 000922 | | 01 | 11/16/2009 | 110-6041-432.40-98 | SUPPLIES | 34.49 | |
| 018568 | 000923 | | 01 | 11/16/2009 | 110-6043-434.40-98 | SUPPLIES | 34.49 | |
| 018568 | 000924 | | 01 | 11/16/2009 | 110-6044-435.40-98 | SUPPLIES | 34.49 | |
| 018902 | 001512 | | 01 | 11/16/2009 | 110-6046-418.40-24 | SUPPLIES | 198.60 | |

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 |
|--------------------------|------------------------------------|------------|-----------------------|--------------------|----------------------|-----------------|---------------------------------|
| 0008716 | CASE LOTS INC | | | | | | |
| 018568 | 000926 | | 01 11/16/2009 | 110-6047-512.40-24 | SUPPLIES | 103.45 | |
| 018568 | 000925 | | 01 11/16/2009 | 510-6052-501.40-98 | SUPPLIES | 34.49 | |
| 018568 | 000927 | | 01 11/16/2009 | 510-6057-502.40-24 | SUPPLIES | 103.44 | |
| | | | | | VENDOR TOTAL * | 543.45 | |
| 0009190 | CASTELLI, CHRISTOPHER | | | | | | |
| 10/26/09 | 000862 | | 01 11/16/2009 | 110-6040-431.60-37 | CDL REIMBURSEMENT | 50.00 | |
| | | | | | VENDOR TOTAL * | 50.00 | |
| 0013254 | CCP INDUSTRIES INC | | | | | | |
| IN00399165 | 000998 | | 01 11/16/2009 | 110-5030-421.40-98 | SUPPLIES | 303.23 | |
| IN00401875 | 001358 | | 01 11/16/2009 | 110-5030-421.40-98 | SUPPLIES | 294.62 | |
| | | | | | VENDOR TOTAL * | 597.85 | |
| 0011925 | CDC ENTERPRISES INC | | | | | | |
| 200800334 | 000780 | | 01 11/16/2009 | 510-6057-502.50-10 | SCADA PROGRAMMING | 700.00 | |
| 200800326 | 000781 | | 01 11/16/2009 | 510-6057-502.50-10 | SCADA PROGRAMMING | 800.00 | |
| | | | | | VENDOR TOTAL * | 1,500.00 | |
| 0014402 | CHICAGO PARTS & SOUND LLC | | | | | | |
| 329429 | 001255 | | 01 11/16/2009 | 110-6047-512.40-34 | OIL/GREASE | 299.40 | |
| 329434 | 001382 | | 01 11/16/2009 | 110-6047-512.40-34 | OIL | 185.76 | |
| | | | | | VENDOR TOTAL * | 485.16 | |
| 0003457 | CHICAGO SUN-TIMES - INNOVATION WAY | | | | | | |
| 5410019197 | 001526 | | 01 11/16/2009 | 110-4020-422.60-98 | SUBSCRIPTION | 39.04 | |
| | | | | | VENDOR TOTAL * | 39.04 | |
| 0000104 | CHICAGO TRIBUNE - COLLECTIONS CTR | | | | | | |
| 848807001 | 001499 | | 01 11/16/2009 | 110-0094-454.60-45 | AD | 305.00 | |
| | | | | | VENDOR TOTAL * | 305.00 | |
| 0000630 | CLASSIC GRAPHIC INDUSTRIES INC | | | | | | |
| 63333 | 001114 | | 01 11/16/2009 | 110-2006-413.40-98 | FORMS/PAPER SUPPLIES | 614.43 | |
| | | | | | VENDOR TOTAL * | 614.43 | |
| 0000114 | COM ED | | | | | | |
| 8409121006 | 000990 | | 01 11/16/2009 | 110-4022-423.30-24 | MONTHLY ELECTRIC | 28.64 | |
| 6983225007 | 001219 | | 01 11/16/2009 | 110-4022-423.30-24 | MONTHLY ELECTRIC | 27.47 | |
| 7067401028 | 001222 | | 01 11/16/2009 | 110-4022-423.30-24 | MONTHLY ELECTRIC | 1,125.68 | |
| 8327608004 | 001225 | | 01 11/16/2009 | 110-4022-423.30-24 | MONTHLY ELECTRIC | 30.12 | |
| 8234047019 | 000846 | | 01 11/16/2009 | 110-6044-435.30-24 | MONTHLY ELECTRIC | 15.88 | |
| 8234047019 | 000980 | | 01 11/16/2009 | 110-6044-435.30-24 | MONTHLY ELECTRIC | 16.14 | |
| 08090-54019 | 000981 | | 01 11/16/2009 | 110-6044-435.30-24 | MONTHLY ELECTRIC | 855.81 | |
| 0055090072 | 000982 | | 01 11/16/2009 | 110-6044-435.30-24 | MONTHLY ELECTRIC | 19.60 | |
| 6981441003 | 000983 | | 01 11/16/2009 | 110-6044-435.30-24 | MONTHLY ELECTRIC | 282.65 | |
| 6897727003 | 000984 | | 01 11/16/2009 | 110-6044-435.30-24 | MONTHLY ELECTRIC | 132.32 | |
| 8157271002 | 000985 | | 01 11/16/2009 | 110-6044-435.30-24 | MONTHLY ELECTRIC | 324.34 | |

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 |
|--------------------------|--------------------------------|------------|-----|-------------------|--------------------|---------------------|-----------------|---------------------------------|
| 0000114 | COM ED | | | | | | | |
| 8745265005 | 000987 | | 01 | 11/16/2009 | 110-6044-435.30-24 | MONTHLY ELECTRIC | 135.32 | |
| 8745266002 | 000988 | | 01 | 11/16/2009 | 110-6044-435.30-24 | MONTHLY ELECTRIC | 14.94 | |
| 8745264008 | 000989 | | 01 | 11/16/2009 | 110-6044-435.30-24 | MONTHLY ELECTRIC | 15.14 | |
| 3000022009 | 000991 | | 01 | 11/16/2009 | 110-6044-435.30-24 | MONTHLY ELECTRIC | 131.26 | |
| 0174056074 | 001042 | | 01 | 11/16/2009 | 110-6044-435.30-24 | MONTHLY ELECTRIC | 178.81 | |
| 0477145001 | 001043 | | 01 | 11/16/2009 | 110-6044-435.30-24 | MONTHLY ELECTRIC | 127.54 | |
| 8577587009 | 001094 | | 01 | 11/16/2009 | 110-6044-435.30-24 | MONTHLY ELECTRIC | 14.94 | |
| 8577601004 | 001095 | | 01 | 11/16/2009 | 110-6044-435.30-24 | MONTHLY ELECTRIC | 14.94 | |
| 8634040009 | 001096 | | 01 | 11/16/2009 | 110-6044-435.30-24 | MONTHLY ELECTRIC | 15.15 | |
| 4248089012 | 001097 | | 01 | 11/16/2009 | 110-6044-435.30-24 | MONTHLY ELECTRIC | 79.87 | |
| 1843000001 | 001218 | | 01 | 11/16/2009 | 110-6044-435.30-24 | MONTHLY ELECTRIC | 83.65 | |
| 0833090001 | 001220 | | 01 | 11/16/2009 | 110-6044-435.30-24 | MONTHLY ELECTRIC | 21.12 | |
| 0114017015 | 001221 | | 01 | 11/16/2009 | 110-6044-435.30-24 | MONTHLY ELECTRIC | 249.02 | |
| 0323144010 | 001223 | | 01 | 11/16/2009 | 110-6044-435.30-24 | MONTHLY ELECTRIC | 62.33 | |
| 6563745019 | 001224 | | 01 | 11/16/2009 | 110-6044-435.30-24 | MONTHLY ELECTRIC | 22.14 | |
| 6563744012 | 001226 | | 01 | 11/16/2009 | 110-6044-435.30-24 | MONTHLY ELECTRIC | 56.07 | |
| 8075341005 | 001227 | | 01 | 11/16/2009 | 110-6044-435.30-24 | MONTHLY ELECTRIC | 21.12 | |
| 8256051035 | 001228 | | 01 | 11/16/2009 | 110-6044-435.30-24 | MONTHLY ELECTRIC | 29.61 | |
| 7065190004 | 001229 | | 01 | 11/16/2009 | 110-6044-435.30-24 | MONTHLY ELECTRIC | 207.97 | |
| 6563743015 | 001230 | | 01 | 11/16/2009 | 110-6044-435.30-24 | MONTHLY ELECTRIC | 27.14 | |
| 6563742009 | 001231 | | 01 | 11/16/2009 | 110-6044-435.30-24 | MONTHLY ELECTRIC | 41.87 | |
| 8661049027 | 001233 | | 01 | 11/16/2009 | 110-6044-435.30-24 | MONTHLY ELECTRIC | 21.12 | |
| 1459073058 | 001234 | | 01 | 11/16/2009 | 110-6044-435.30-24 | MONTHLY ELECTRIC | 92.33 | |
| 46091-64001 | 001235 | | 01 | 11/16/2009 | 110-6044-435.30-24 | MONTHLY ELECTRIC | 13,122.31 | |
| 8661158012 | 001232 | | 01 | 11/16/2009 | 110-6046-418.30-24 | MONTHLY ELECTRIC | 67.85 | |
| 8745412004 | 000986 | | 01 | 11/16/2009 | 530-0088-503.30-24 | MONTHLY ELECTRIC | 73.58 | |
| VENDOR TOTAL * | | | | | | | 17,785.79 | |
| 0012506 | COM ED ENERGY DELIVERY OPS CTR | | | | | | | |
| 10751 | 001256 | | 01 | 11/16/2009 | 110-6043-434.30-88 | TRIMMING | 529.00 | |
| 10744 | 001257 | | 01 | 11/16/2009 | 110-6043-434.30-88 | TRIMMING | 1,586.98 | |
| 10749 | 001258 | | 01 | 11/16/2009 | 110-6043-434.30-88 | TRIMMING | 1,107.84 | |
| 10748 | 001259 | | 01 | 11/16/2009 | 110-6043-434.30-88 | TRIMMING | 615.46 | |
| 10750 | 001260 | | 01 | 11/16/2009 | 110-6043-434.30-88 | TRIMMING | 529.00 | |
| VENDOR TOTAL * | | | | | | | 4,368.28 | |
| 0014623 | COMCAST CABLE | | | | | | | |
| 879820089007556000883 | | | 01 | 11/16/2009 | 110-2008-413.40-31 | CABLE BOXES | 1.99 | |
| 879820089048940001117 | | | 01 | 11/16/2009 | 110-4020-422.60-98 | INTERNET SVCS | 59.95 | |
| 879820089048809001118 | | | 01 | 11/16/2009 | 110-4020-422.60-98 | INTERNET SVCS | 59.95 | |
| VENDOR TOTAL * | | | | | | | 121.89 | |
| 0006475 | COMMUNICATIONS DIRECT INC | | | | | | | |
| SR89916 | 001217 | | 01 | 11/16/2009 | 110-5030-421.30-98 | MONTHLY MAINT FEE | 812.00 | |
| VENDOR TOTAL * | | | | | | | 812.00 | |
| 0009478 | COMMUNICATIONS REVOLVING FUND | | | | | | | |
| T1008772 | 000890 | | 01 | 11/16/2009 | 110-2008-413.30-52 | T1 INTERNET | 310.00 | |

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 | |
|---|--|------------|-----|--|--|--|--|--|---|
| 0009478 T1011646 | COMMUNICATIONS REVOLVING FUND 001024 | | 01 | 11/16/2009 | 110-5030-421.30-27 | LEASED CIRCUIT | 877.39 | | |
| | | | | | | VENDOR TOTAL * | 1,187.39 | | |
| 0017571 262 | CONCORD CONST SVCS INC 001197 | | 01 | 11/16/2009 | 510-6057-502.50-08 | DRIVE UNIT REBUILD | 4,807.20 | | |
| | | | | | | VENDOR TOTAL * | 4,807.20 | | |
| 0004329 48979 | CORTY & CO, INC R L 001048 | | 01 | 11/16/2009 | 110-6047-512.50-02 | TRK/PARTS PW125 | 301.00 | | |
| | | | | | | VENDOR TOTAL * | 301.00 | | |
| 0017618 11/04/09 11/04/09 11/04/09 11/04/09 11/04/09 | COSTCO - LAKE IN THE HILLS 001148 001152 001149 001150 001151 | | 01 | 11/03/2009 11/03/2009 11/03/2009 11/03/2009 11/03/2009 | 110-1001-411.40-98 110-5030-421.40-98 110-6040-431.40-98 510-6050-501.40-98 510-6055-502.40-98 | SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES | CHECK #: CHECK #: CHECK #: CHECK #: CHECK #: | 129882 129882 129882 129882 129882 | 19.26 19.27 19.26 19.27 19.27 |
| | | | | | | VENDOR TOTAL * | .00 | 96.33 | |
| 0016155 508 | CR EMBROIDERY 001005 | | 01 | 11/16/2009 | 110-4025-424.40-62 | UNIFORM SUPPLIES | 26.00 | | |
| | | | | | | VENDOR TOTAL * | 26.00 | | |
| 0016787 23021 | CREATIVE PRODUCT SOURCING, INC-DARE 001086 | | 01 | 11/16/2009 | 110-5030-421.60-14 | DARE SUPPLIES | 892.60 | | |
| | | | | | | VENDOR TOTAL * | 892.60 | | |
| 0015502 44853 44744 | CRUSH-CRETE, INC 001236 000878 | | 01 | 11/16/2009 11/16/2009 | 110-6041-432.30-81 510-6052-501.30-81 | CONCRETE WASTE DISPOSAL ASPHALT HAULED OUT | 210.00 380.00 | | |
| | | | | | | VENDOR TOTAL * | 590.00 | | |
| 0014277 500209284 | DEX 001023 | | 01 | 11/16/2009 | 110-7060-451.30-75 | ADVERTISING CHARGES | 72.50 | | |
| | | | | | | VENDOR TOTAL * | 72.50 | | |
| 0010805 196135 198688 198683 199003 | DISPATCH AUTOMOTIVE INC 007647 000305 000306 001365 | | 01 | 09/21/2009 10/31/2009 10/31/2009 11/16/2009 | 110-6047-512.50-16 110-6047-512.50-02 110-6047-512.50-16 110-6047-512.50-16 | RETURNED MERCHANDISE PW-22 PD-25 TRK/PARTS PW5 | 405.00- 165.00 145.00 125.00 | | |
| | | | | | | VENDOR TOTAL * | 30.00 | | |
| 0005777 #6 091007 | DOWN UNDER CONSTRUCTION 001496 001008 | | 01 | 11/16/2009 11/16/2009 | 110-6041-432.30-55 510-6052-501.80-12 | REAR YARD DRAIN PROGRAM WATER SERVICE UPGRADES | 6,539.37 19,500.00 | | |
| | | | | | | VENDOR TOTAL * | 26,039.37 | | |
| 0003545 | DUDEK DESIGN | | | | | | | | |

| 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 |
|--|---|------------|-----|-------------------|--|--|---|---------------------------------|
| 0003545 102009 | DUDEK DESIGN 001007 | | 01 | 11/16/2009 | 110-6040-431.40-33 | BUSINESS CARDS | 78.00 | |
| | | | | | | VENDOR TOTAL * | 78.00 | |
| 0000159 235-15377 | DUPAGE COUNTY ANIMAL CARE & CONTROL 001079 | | 01 | 11/16/2009 | 110-5030-421.60-01 | ANIMAL CONTROL | 95.00 | |
| | | | | | | VENDOR TOTAL * | 95.00 | |
| 0000161 200910230259 200910210152 | DUPAGE COUNTY RECORDER 000796 001030 | | 01 | 11/16/2009 | 110-1001-411.30-54 110-1001-411.30-54 | RECORDS FEES RECORDING SVCS | 78.00 123.00 | |
| | | | | | | VENDOR TOTAL * | 201.00 | |
| 0000164 61983MB 61937MB 62011MB 61955MB 62063MB 62033MB | DUPAGE MATERIALS CO 000788 000789 000790 000791 001251 001513 | | 01 | 11/16/2009 | 110-6041-432.40-02 110-6041-432.40-02 110-6041-432.40-02 110-6041-432.40-02 110-6041-432.40-02 110-6041-432.40-02 | ASPHALT ASPHALT ASPHALT ASPHALT ASPHALT ASPHALT | 100.47 315.69 376.38 403.92 202.47 466.65 | |
| | | | | | | VENDOR TOTAL * | 1,865.58 | |
| 0000165 6007 6007 | DUPAGE MAYORS & MANAGERS CONFERENCE 001080 001081 | | 01 | 11/16/2009 | 110-1001-411.60-11 110-3015-414.60-11 | DINNER MEETING WORKSHOP | 70.00 150.00 | |
| | | | | | | VENDOR TOTAL * | 220.00 | |
| 0010489 22048 | DUPAGE SECURITY SOLUTIONS INC 001122 | | 01 | 11/16/2009 | 110-4020-422.40-75 | LOCK REPAIR | 15.00 | |
| | | | | | | VENDOR TOTAL * | 15.00 | |
| 0000169 8427 8427 | DUPAGE WATER COMMISSION 001403 001402 | | 01 | 11/16/2009 | 510-6050-501.90-90 510-6051-501.30-20 | FIXED COST ASSESSMENT WATER CONSUMPTION | 29,735.55 167,760.96 | |
| | | | | | | VENDOR TOTAL * | 197,496.51 | |
| 0009586 15038 | DUTCH VALLEY LANDSCAPING INC 001004 | | 01 | 11/16/2009 | 110-6043-434.30-78 | TREE WASTE DISPOSAL | 1,650.00 | |
| | | | | | | VENDOR TOTAL * | 1,650.00 | |
| 0014731 08-3269 08-3269 08-3269 08-3269 08-3269 08-3269 08-3269 | ECS 001134 001135 001133 001136 001137 001138 001139 | | 01 | 11/16/2009 | 110-1001-411.20-07 110-4020-422.20-07 110-5030-421.20-07 110-5030-421.20-07 110-6040-431.20-07 510-6050-501.20-07 510-6055-502.20-07 | CHECKS/BANKING FEE CHECKS/BANKING FEE W/C CLAIMS CHECKS/BANKING FEE CHECKS/BANKING FEE CHECKS/BANKING FEE CHECKS/BANKING FEE | .45 51.08 1,375.00 51.08 90.45 6.08 25.86 | |
| | | | | | | VENDOR TOTAL * | 1,600.00 | |
| 0009479 | ELGIN SWEEPING SERVICES, 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 |
|--------------------------|--|------------|-----|-------------------|--------------------|-------------------------|-----------------|---------------------------------|
| 0009479 2381A | ELGIN SWEEPING SERVICES, INC 001494 | | 01 | 11/16/2009 | 110-6041-432.30-98 | STREET SWEEPING | 18,339.67 | |
| VENDOR TOTAL * | | | | | | | 18,339.67 | |
| 0000177 DEC 2009 | ELMHURST CHAMBER OF COMMERCE 001533 | | 01 | 11/16/2009 | 110-1001-411.60-37 | MEMBERSHIP | 700.00 | |
| VENDOR TOTAL * | | | | | | | 700.00 | |
| 0001579 | ELMHURST CITY CENTRE | | | | | | | |
| 2008 | 001274 | | 01 | 11/16/2009 | 110-0000-311.01-52 | RE TAX DIST - SSA #6 | 5,564.04 | |
| 2008 | 001275 | | 01 | 11/16/2009 | 110-0000-311.01-52 | INT ON UNDISTRIB TAX | .36 | |
| 2008 | 001276 | | 01 | 11/16/2009 | 110-0000-311.01-53 | RE TAX DIST - SSA #7 | 3,132.95 | |
| 2008 | 001277 | | 01 | 11/16/2009 | 110-0000-311.01-53 | INT ON UNDISTRIB TAX | .16 | |
| 2008 | 001278 | | 01 | 11/16/2009 | 310-0089-461.60-61 | TIF I CONTRIB TO SSA #6 | 8,672.64 | |
| 2008 | 001279 | | 01 | 11/16/2009 | 310-0089-461.60-61 | TIF I CONTRIB TO SSA #7 | 2,232.99 | |
| VENDOR TOTAL * | | | | | | | 19,603.14 | |
| 0014621 | ELMHURST CLAIMS ACCOUNT - CLAIM SVC | | | | | | | |
| 7504366944 | 000819 | | 01 | 11/16/2009 | 110-5030-421.20-07 | SELF INSURED LOSS FUND | 706.50 | |
| 7504366944 | 001040 | | 01 | 11/16/2009 | 110-5030-421.20-07 | SELF INSURED LOSS FUND | 1,009.89 | |
| 7504366944 | 000820 | | 01 | 11/16/2009 | 110-6040-431.20-07 | SELF INSURED LOSS FUND | 9,042.53 | |
| 7504366944 | 001041 | | 01 | 11/16/2009 | 110-6040-431.20-07 | SELF INSURED LOSS FUND | 289.87 | |
| VENDOR TOTAL * | | | | | | | 11,048.79 | |
| 0018248 | ELMHURST CLAIMS ACCT (NOVAPRO) | | | | | | | |
| 7504366944 | 000821 | | 01 | 11/16/2009 | 110-0082-416.60-02 | SELF INSURED LOSS FUND | 25,433.50 | |
| 7504366944 | 000822 | | 01 | 11/16/2009 | 110-0082-416.60-28 | SELF INSURED LOSS FUND | 6,612.25 | |
| VENDOR TOTAL * | | | | | | | 32,045.75 | |
| 0010298 | ELMHURST LINCOLN MERCURY | | | | | | | |
| 40143 | 000811 | | 01 | 11/16/2009 | 110-6047-512.50-16 | PD-7 & STOCK | 13.14 | |
| VENDOR TOTAL * | | | | | | | 13.14 | |
| 0017934 | ELMHURST MEMORIAL OCCUP CAROL STRM | | | | | | | |
| 54628 | 001261 | | 01 | 11/16/2009 | 110-1001-411.20-04 | FLU SHOTS | 3.13 | |
| 54629 | 001280 | | 01 | 11/16/2009 | 110-1001-411.20-04 | FLU SHOTS/PW | 2.80 | |
| 54630 | 001293 | | 01 | 11/16/2009 | 110-1001-411.20-04 | FLU SHOTS/FD | 2.26 | |
| 54631 | 001306 | | 01 | 11/16/2009 | 110-1001-411.20-04 | FLU SHOTS/PD | 1.94 | |
| 54632 | 001319 | | 01 | 11/16/2009 | 110-1001-411.20-04 | FLU SHOTS/LIBRARY | 4.42 | |
| 54628 | 001262 | | 01 | 11/16/2009 | 110-2006-413.20-04 | FLU SHOTS | 17.45 | |
| 54629 | 001281 | | 01 | 11/16/2009 | 110-2006-413.20-04 | FLU SHOTS/PW | 15.64 | |
| 54630 | 001294 | | 01 | 11/16/2009 | 110-2006-413.20-04 | FLU SHOTS/FD | 12.64 | |
| 54631 | 001307 | | 01 | 11/16/2009 | 110-2006-413.20-04 | FLU SHOTS/PD | 10.83 | |
| 54632 | 001320 | | 01 | 11/16/2009 | 110-2006-413.20-04 | FLU SHOTS/LIBRARY | 24.67 | |
| 54628 | 001263 | | 01 | 11/16/2009 | 110-2007-413.20-04 | FLU SHOTS | 2.90 | |
| 54629 | 001282 | | 01 | 11/16/2009 | 110-2007-413.20-04 | FLU SHOTS/PW | 2.60 | |
| 54630 | 001295 | | 01 | 11/16/2009 | 110-2007-413.20-04 | FLU SHOTS/FD | 2.10 | |
| 54631 | 001308 | | 01 | 11/16/2009 | 110-2007-413.20-04 | FLU SHOTS/PD | 1.80 | |
| 54632 | 001321 | | 01 | 11/16/2009 | 110-2007-413.20-04 | FLU SHOTS/LIBRARY | 4.10 | |

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 |
|--------------------------|------------------------------------|------------|-----------------------|--------------------|-----------------------|-----------------|---------------------------------|
| 0017934 | ELMHURST MEMORIAL OCCUP CAROL STRM | | | | | | |
| 54685 | 001332 | 01 | 11/16/2009 | 110-2007-413.30-47 | FLU SHOTS/DRUG SCREEN | 171.00 | |
| 54674 | 001333 | 01 | 11/16/2009 | 110-2007-413.30-47 | FLU SHOTS | 11.00 | |
| 54680 | 001334 | 01 | 11/16/2009 | 110-2007-413.30-47 | FLU SHOTS | 22.00 | |
| 54760 | 001335 | 01 | 11/16/2009 | 110-2007-413.30-47 | FLU SHOTS | 11.00 | |
| 54628 | 001264 | 01 | 11/16/2009 | 110-3015-414.20-04 | FLU SHOTS | 3.32 | |
| 54629 | 001283 | 01 | 11/16/2009 | 110-3015-414.20-04 | FLU SHOTS/PW | 2.97 | |
| 54630 | 001296 | 01 | 11/16/2009 | 110-3015-414.20-04 | FLU SHOTS/FD | 2.40 | |
| 54631 | 001309 | 01 | 11/16/2009 | 110-3015-414.20-04 | FLU SHOTS/PD | 2.06 | |
| 54632 | 001322 | 01 | 11/16/2009 | 110-3015-414.20-04 | FLU SHOTS/LIBRARY | 4.69 | |
| 54628 | 001265 | 01 | 11/16/2009 | 110-4020-422.20-04 | FLU SHOTS | 62.27 | |
| 54629 | 001284 | 01 | 11/16/2009 | 110-4020-422.20-04 | FLU SHOTS/PW | 55.83 | |
| 54630 | 001297 | 01 | 11/16/2009 | 110-4020-422.20-04 | FLU SHOTS/FD | 45.09 | |
| 54631 | 001310 | 01 | 11/16/2009 | 110-4020-422.20-04 | FLU SHOTS/PD | 38.65 | |
| 54632 | 001323 | 01 | 11/16/2009 | 110-4020-422.20-04 | FLU SHOTS/LIBRARY | 88.04 | |
| 54628 | 001266 | 01 | 11/16/2009 | 110-4025-424.20-04 | FLU SHOTS | 7.11 | |
| 54629 | 001285 | 01 | 11/16/2009 | 110-4025-424.20-04 | FLU SHOTS/PW | 6.38 | |
| 54630 | 001298 | 01 | 11/16/2009 | 110-4025-424.20-04 | FLU SHOTS/FD | 5.15 | |
| 54631 | 001311 | 01 | 11/16/2009 | 110-4025-424.20-04 | FLU SHOTS/PD | 4.42 | |
| 54632 | 001324 | 01 | 11/16/2009 | 110-4025-424.20-04 | FLU SHOTS/LIBRARY | 10.06 | |
| 54628 | 001267 | 01 | 11/16/2009 | 110-5030-421.20-04 | FLU SHOTS | 94.23 | |
| 54629 | 001286 | 01 | 11/16/2009 | 110-5030-421.20-04 | FLU SHOTS/PW | 84.48 | |
| 54630 | 001299 | 01 | 11/16/2009 | 110-5030-421.20-04 | FLU SHOTS/FD | 68.24 | |
| 54631 | 001312 | 01 | 11/16/2009 | 110-5030-421.20-04 | FLU SHOTS/PD | 58.49 | |
| 54632 | 001325 | 01 | 11/16/2009 | 110-5030-421.20-04 | FLU SHOTS/LIBRARY | 133.23 | |
| 54628 | 001268 | 01 | 11/16/2009 | 110-6040-431.20-04 | FLU SHOTS | 63.19 | |
| 54629 | 001287 | 01 | 11/16/2009 | 110-6040-431.20-04 | FLU SHOTS/PW | 56.66 | |
| 54630 | 001300 | 01 | 11/16/2009 | 110-6040-431.20-04 | FLU SHOTS/FD | 45.76 | |
| 54631 | 001313 | 01 | 11/16/2009 | 110-6040-431.20-04 | FLU SHOTS/PD | 39.22 | |
| 54632 | 001326 | 01 | 11/16/2009 | 110-6040-431.20-04 | FLU SHOTS/LIBRARY | 89.34 | |
| 54628 | 001269 | 01 | 11/16/2009 | 110-7060-451.20-04 | FLU SHOTS | 4.37 | |
| 54629 | 001288 | 01 | 11/16/2009 | 110-7060-451.20-04 | FLU SHOTS/PW | 3.92 | |
| 54630 | 001301 | 01 | 11/16/2009 | 110-7060-451.20-04 | FLU SHOTS/FD | 3.16 | |
| 54631 | 001314 | 01 | 11/16/2009 | 110-7060-451.20-04 | FLU SHOTS/PD | 2.71 | |
| 54632 | 001327 | 01 | 11/16/2009 | 110-7060-451.20-04 | FLU SHOTS/LIBRARY | 6.18 | |
| 54628 | 001270 | 01 | 11/16/2009 | 210-8070-452.20-04 | FLU SHOTS | 17.32 | |
| 54629 | 001289 | 01 | 11/16/2009 | 210-8070-452.20-04 | FLU SHOTS/PW | 15.53 | |
| 54630 | 001302 | 01 | 11/16/2009 | 210-8070-452.20-04 | FLU SHOTS/FD | 12.54 | |
| 54631 | 001315 | 01 | 11/16/2009 | 210-8070-452.20-04 | FLU SHOTS/PD | 10.75 | |
| 54632 | 001328 | 01 | 11/16/2009 | 210-8070-452.20-04 | FLU SHOTS/LIBRARY | 24.49 | |
| 54628 | 001271 | 01 | 11/16/2009 | 510-6050-501.20-04 | FLU SHOTS | 22.62 | |
| 54629 | 001290 | 01 | 11/16/2009 | 510-6050-501.20-04 | FLU SHOTS/PW | 20.28 | |
| 54630 | 001303 | 01 | 11/16/2009 | 510-6050-501.20-04 | FLU SHOTS/FD | 16.38 | |
| 54631 | 001316 | 01 | 11/16/2009 | 510-6050-501.20-04 | FLU SHOTS/PD | 14.04 | |
| 54632 | 001329 | 01 | 11/16/2009 | 510-6050-501.20-04 | FLU SHOTS/LIBRARY | 31.98 | |
| 54628 | 001272 | 01 | 11/16/2009 | 510-6055-502.20-04 | FLU SHOTS | 18.73 | |
| 54629 | 001291 | 01 | 11/16/2009 | 510-6055-502.20-04 | FLU SHOTS/PW | 16.79 | |
| 54630 | 001304 | 01 | 11/16/2009 | 510-6055-502.20-04 | FLU SHOTS/FD | 13.56 | |
| 54631 | 001317 | 01 | 11/16/2009 | 510-6055-502.20-04 | FLU SHOTS/PD | 11.62 | |

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| 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 |
|--------------------------|-------------------------------------|------------|--------------------------|--------------------|------------------------|-----------------|---------------------------------|
| 0017934 | ELMHURST MEMORIAL OCCUP CAROL STRM | | | | | | |
| 54632 | 001330 | | 01 11/16/2009 | 510-6055-502.20-04 | FLU SHOTS/LIBRARY | 26.47 | |
| 54628 | 001273 | | 01 11/16/2009 | 530-0088-503.20-04 | FLU SHOTS | 2.36 | |
| 54629 | 001292 | | 01 11/16/2009 | 530-0088-503.20-04 | FLU SHOTS/PW | 2.12 | |
| 54630 | 001305 | | 01 11/16/2009 | 530-0088-503.20-04 | FLU SHOTS/FD | 1.72 | |
| 54631 | 001318 | | 01 11/16/2009 | 530-0088-503.20-04 | FLU SHOTS/PD | 1.47 | |
| 54632 | 001331 | | 01 11/16/2009 | 530-0088-503.20-04 | FLU SHOTS/LIBRARY | 3.33 | |
| | | | | | VENDOR TOTAL * | 1,700.00 | |
| 0017204 | ENGINEERING RESOURCE ASSOCS, INC | | | | | | |
| 290308.07 | 000929 | | 01 11/16/2009 | 305-6041-432.80-22 | PROFESSIONAL SVCS | 8,854.40 | |
| | | | | | VENDOR TOTAL * | 8,854.40 | |
| 0017007 | FACILITY SOLUTIONS GROUP | | | | | | |
| 1807160-00 | 000911 | | 01 11/16/2009 | 110-4020-422.40-98 | SUPPLIES | 25.82 | |
| 1807160-00 | 000912 | | 01 11/16/2009 | 110-5030-421.40-98 | SUPPLIES | 25.82 | |
| 1807160-00 | 000913 | | 01 11/16/2009 | 110-6041-432.40-98 | SUPPLIES | 25.82 | |
| 1807160-00 | 000914 | | 01 11/16/2009 | 110-6043-434.40-98 | SUPPLIES | 25.82 | |
| 1807160-00 | 000915 | | 01 11/16/2009 | 110-6044-435.40-98 | SUPPLIES | 25.83 | |
| 1807160-00 | 000916 | | 01 11/16/2009 | 110-6046-418.40-98 | SUPPLIES | 25.83 | |
| 1807160-00 | 000917 | | 01 11/16/2009 | 110-6047-512.40-98 | SUPPLIES | 25.83 | |
| 1807160-00 | 000918 | | 01 11/16/2009 | 510-6052-501.40-98 | SUPPLIES | 25.83 | |
| 1807160-00 | 000919 | | 01 11/16/2009 | 510-6057-502.40-98 | SUPPLIES | 25.83 | |
| | | | | | VENDOR TOTAL * | 232.43 | |
| 0013212 | FEDEX | | | | | | |
| 9-380-21929 | 001503 | | 01 11/16/2009 | 110-7060-451.60-44 | SHIPPING FEES | 52.91 | |
| | | | | | VENDOR TOTAL * | 52.91 | |
| 0012480 | FELLER & SONS INC | | | | | | |
| 3262331 | 000898 | | 01 11/16/2009 | 110-2008-413.40-73 | INK/TONER CARTRIDGES | 42.76 | |
| 3261841 | 000903 | | 01 11/16/2009 | 110-2008-413.40-73 | INK/TONER CARTRIDGES | 991.84 | |
| | | | | | VENDOR TOTAL * | 1,034.60 | |
| 0015009 | FGM ARCHITECTS PLANNERS INC | | | | | | |
| 07-0618.01-19 | 001121 | | 01 11/16/2009 | 382-0000-463.80-28 | PROFESSIONAL SVCS | 11,773.76 | |
| | | | | | VENDOR TOTAL * | 11,773.76 | |
| 0015916 | FIFTH THIRD BANK - PROCUREMENT CARD | | | | | | |
| OCT 15, 2009 | 000676 | | 01 10/27/2009 | 110-2006-413.60-11 | GOVERNMENT FINANCE OFF | CHECK #: 129879 | 200.00 |
| OCT 15, 2009 | 000677 | | 01 10/27/2009 | 110-2006-413.60-11 | GOVERNMENT FINANCE OFF | CHECK #: 129879 | 200.00 |
| OCT 15, 2009 | 000678 | | 01 10/27/2009 | 110-2007-413.60-11 | PBD*ICMA PUBLICATIONS | CHECK #: 129879 | 199.00- |
| OCT 15, 2009 | 000679 | | 01 10/27/2009 | 110-2007-413.60-11 | PBD*ICMA PUBLICATIONS | CHECK #: 129879 | 100.00 |
| OCT 15, 2009 | 000680 | | 01 10/27/2009 | 110-2007-413.60-98 | JULIANNES CAKE & PASTR | CHECK #: 129879 | 25.82 |
| OCT 15, 2009 | 000681 | | 01 10/27/2009 | 110-2007-413.30-52 | BB BRAINBENCH | CHECK #: 129879 | 180.00 |
| OCT 15, 2009 | 000682 | | 01 10/27/2009 | 110-2008-413.30-52 | NETWORK SOLUTIONS | CHECK #: 129879 | 104.97 |
| OCT 15, 2009 | 000683 | | 01 10/27/2009 | 110-2008-413.50-23 | VERISIGN INC*DIGITALID | CHECK #: 129879 | 995.00 |
| OCT 15, 2009 | 000684 | | 01 10/27/2009 | 110-2008-413.40-72 | DOCUMENT IMAGING SUPPL | CHECK #: 129879 | 139.43 |
| OCT 15, 2009 | 000685 | | 01 10/27/2009 | 110-3015-414.60-45 | GES EXPOSITION SERVICE | CHECK #: 129879 | 279.72 |

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| 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 |
|--------------------------|------------------------------|------------|-----------------------|--------------------|------------------------|-----------------|---------------------------------|
| 0015916 | FIFTH THIRD BANK - | | | | PROCUREMENT CARD | | |
| OCT 15, 2009 | 000686 | 01 | 10/27/2009 | 110-4020-422.60-98 | NORBERT POOLS HANO | CHECK #: 129879 | 1,470.00 |
| OCT 15, 2009 | 000688 | 01 | 10/27/2009 | 110-5030-421.40-33 | JOSEPHSON INSTITUTE | CHECK #: 129879 | 122.33 |
| OCT 15, 2009 | 000689 | 01 | 10/27/2009 | 110-5030-421.60-27 | EBAY INC. | CHECK #: 129879 | 9.95 |
| OCT 15, 2009 | 000690 | 01 | 10/27/2009 | 110-5030-421.60-11 | QUALITY INN & SUITES | CHECK #: 129879 | 80.16 |
| OCT 15, 2009 | 000691 | 01 | 10/27/2009 | 110-5030-421.60-98 | FONTANO'S SUBS QPS | CHECK #: 129879 | 99.80 |
| OCT 15, 2009 | 000697 | 01 | 10/27/2009 | 110-7060-451.60-44 | BOXWOODTECH | CHECK #: 129879 | 72.99 |
| OCT 15, 2009 | 000698 | 01 | 10/27/2009 | 110-7060-451.60-65 | WILTON INDUSTRIES | CHECK #: 129879 | 428.26 |
| OCT 15, 2009 | 000699 | 01 | 10/27/2009 | 110-7060-451.60-44 | THINKBUTTON | CHECK #: 129879 | 59.99 |
| OCT 15, 2009 | 000700 | 01 | 10/27/2009 | 210-8070-452.60-11 | AMERICAN LIBRARY ASSOC | CHECK #: 129879 | 300.00 |
| OCT 15, 2009 | 000701 | 01 | 10/27/2009 | 210-8070-452.40-31 | FRONTGATE CATALOG | CHECK #: 129879 | 81.50 |
| OCT 15, 2009 | 000702 | 01 | 10/27/2009 | 210-8070-452.40-31 | AMZ*AMAZON PAYMENTS | CHECK #: 129879 | 72.98 |
| OCT 15, 2009 | 000703 | 01 | 10/27/2009 | 210-8070-452.40-31 | AMAZON.COM | CHECK #: 129879 | 180.56 |
| OCT 15, 2009 | 000704 | 01 | 10/27/2009 | 210-8070-452.40-31 | AMAZON.COM | CHECK #: 129879 | 90.28 |
| OCT 15, 2009 | 000705 | 01 | 10/27/2009 | 210-8070-452.40-42 | LYRIC OPERA/CHGO DEV | CHECK #: 129879 | 50.00 |
| OCT 15, 2009 | 000706 | 01 | 10/27/2009 | 210-8070-452.40-04 | COMM. MEDIA WORKSHOP | CHECK #: 129879 | 92.00 |
| OCT 15, 2009 | 000707 | 01 | 10/27/2009 | 210-8070-452.40-04 | ARTFUL PUBLISHING LLC | CHECK #: 129879 | 37.72 |
| OCT 15, 2009 | 000692 | 01 | 10/27/2009 | 510-6050-501.60-11 | ACTEVA.COM ONLINE EVEN | CHECK #: 129879 | 33.00 |
| OCT 15, 2009 | 000693 | 01 | 10/27/2009 | 510-6050-501.60-11 | ACTEVA.COM ONLINE EVEN | CHECK #: 129879 | 33.00 |
| OCT 15, 2009 | 000694 | 01 | 10/27/2009 | 510-6050-501.60-11 | ACTEVA.COM ONLINE EVEN | CHECK #: 129879 | 33.00 |
| OCT 15, 2009 | 000695 | 01 | 10/27/2009 | 510-6050-501.60-11 | ACTEVA.COM ONLINE EVEN | CHECK #: 129879 | 33.00 |
| OCT 15, 2009 | 000696 | 01 | 10/27/2009 | 510-6051-501.50-04 | ADT SECURITY SERVICES | CHECK #: 129879 | 12.00 |
| OCT 15, 2009 | 000687 | 01 | 10/27/2009 | 750-0000-491.60-59 | GRAND GENEVA RESORT & | CHECK #: 129879 | 159.73 |
| | | | | | VENDOR TOTAL * | .00 | 5,578.19 |
| 0000648 | FILTER RENU OF ILLINOIS, INC | | | | | | |
| 80780 | 001249 | 01 | 11/16/2009 | 110-6047-512.50-02 | FILTERS RENEWED | 49.43 | |
| | | | | | VENDOR TOTAL * | 49.43 | |
| 0006869 | FISHER SCIENTIFIC | | | | | | |
| 9610791 | 000785 | 01 | 11/16/2009 | 510-6057-502.40-25 | LAB CHEMICALS | 635.05 | |
| 9714948 | 001193 | 01 | 11/16/2009 | 510-6057-502.40-25 | LAB SUPPLIES | 635.05 | |
| | | | | | VENDOR TOTAL * | 1,270.10 | |
| 0005438 | FLEET SAFETY SUPPLY | | | | | | |
| 48799 | 000814 | 01 | 11/16/2009 | 110-5030-421.80-06 | SETUP NEW PD9 & STOCK | 91.62 | |
| 48799 | 000815 | 01 | 11/16/2009 | 110-5030-421.40-98 | SETUP NEW PD9 & STOCK | 34.41 | |
| 48839 | 001214 | 01 | 11/16/2009 | 110-5030-421.60-27 | VERTEX SUPER-LED CABLE | 460.00 | |
| | | | | | VENDOR TOTAL * | 586.03 | |
| 0000220 | FLESCH CO INC, GORDON | | | | | | |
| 0N9402 | 001069 | 01 | 11/16/2009 | 110-1001-411.30-21 | COPIER MAINT | 16.84 | |
| 0N4977 | 001075 | 01 | 11/16/2009 | 110-1001-411.30-21 | COPIER MAINT | 2.47 | |
| 0N9402 | 001070 | 01 | 11/16/2009 | 110-2006-413.30-21 | COPIER MAINT | 16.84 | |
| 0N4977 | 001076 | 01 | 11/16/2009 | 110-2006-413.30-21 | COPIER MAINT | 2.47 | |
| 0N4242 | 001065 | 01 | 11/16/2009 | 110-5030-421.30-21 | COPIER MAINT | 117.78 | |
| 0N9402 | 001066 | 01 | 11/16/2009 | 110-5030-421.30-21 | COPIER MAINT | 583.84 | |
| 0N4977 | 001072 | 01 | 11/16/2009 | 110-5030-421.30-21 | COPIER MAINT | 85.45 | |
| 0N9402 | 001071 | 01 | 11/16/2009 | 110-6040-431.30-21 | COPIER MAINT | 8.40 | |

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 |
|--------------------------|----------------------------------|------------|-----|-------------------|--------------------|---------------------------|-----------------|---------------------------------|
| 0000220 | FLESCH CO INC, GORDON | | | | | | | |
| 0N4977 | 001077 | | 01 | 11/16/2009 | 110-6040-431.30-21 | COPIER MAINT | 1.23 | |
| 0N9402 | 001067 | | 01 | 11/16/2009 | 510-6050-501.30-21 | COPIER MAINT | 8.39 | |
| 0N4977 | 001073 | | 01 | 11/16/2009 | 510-6050-501.30-21 | COPIER MAINT | 1.23 | |
| 0N9402 | 001068 | | 01 | 11/16/2009 | 510-6055-502.30-21 | COPIER MAINT | 1.33 | |
| 0N4977 | 001074 | | 01 | 11/16/2009 | 510-6055-502.30-21 | COPIER MAINT | .20 | |
| | | | | | | VENDOR TOTAL * | 846.47 | |
| 0013319 | FLUORECYCLE, INC | | | | | | | |
| 19376 | 001471 | | 01 | 11/16/2009 | 110-6044-435.40-98 | LAMPS RECYCLE | 217.67 | |
| | | | | | | VENDOR TOTAL * | 217.67 | |
| 0013847 | FRY'S ELECTRONICS, INC | | | | | | | |
| 4087120 | 000888 | | 01 | 11/16/2009 | 110-2008-413.40-72 | PC RAM/BATTERY CHARGER | 534.88 | |
| 4093881 | 000889 | | 01 | 11/16/2009 | 110-2008-413.40-72 | PC RAM | 244.94 | |
| 4103672 | 000932 | | 01 | 11/16/2009 | 110-2008-413.40-72 | PC RAM | 69.99- | |
| | | | | | | VENDOR TOTAL * | 709.83 | |
| 0013000 | G & M CEMENT CONST, INC | | | | | | | |
| 09-09 | 001491 | | 01 | 11/16/2009 | 110-6041-432.30-11 | 2009 CONCRETE PAVEMENT PA | 20,384.67 | |
| 09-09 | 001493 | | 01 | 11/16/2009 | 110-6041-432.40-20 | BIKE PADS | 3,300.00 | |
| 09-09 | 001492 | | 01 | 11/16/2009 | 510-6052-501.30-11 | 2009 CONCRETE PAVEMENT PA | 12,113.23 | |
| | | | | | | VENDOR TOTAL * | 35,797.90 | |
| 0007214 | GALLAGHER AJ, RISK MGMT SVCS INC | | | | | | | |
| 459134 | 001408 | | 01 | 11/16/2009 | 110-4020-422.70-03 | INS RENEWAL | 39.25 | |
| 459134 | 001407 | | 01 | 11/16/2009 | 110-5030-421.70-03 | INS RENEWAL | 78.50 | |
| 459134 | 001409 | | 01 | 11/16/2009 | 110-6040-431.70-03 | INS RENEWAL | 157.00 | |
| 459134 | 001406 | | 01 | 11/16/2009 | 110-6046-418.70-03 | INS RENEWAL | 39.25 | |
| 459134 | 001410 | | 01 | 11/16/2009 | 110-7060-451.70-03 | INS RENEWAL | 39.25 | |
| 459134 | 001462 | | 01 | 11/16/2009 | 510-6051-501.70-03 | INS RENEWAL | 39.25 | |
| 459134 | 001463 | | 01 | 11/16/2009 | 510-6052-501.70-03 | INS RENEWAL | 117.75 | |
| 459134 | 001464 | | 01 | 11/16/2009 | 510-6056-502.70-03 | INS RENEWAL | 39.25 | |
| 459134 | 001465 | | 01 | 11/16/2009 | 510-6057-502.70-03 | INS RENEWAL | 235.50 | |
| | | | | | | VENDOR TOTAL * | 785.00 | |
| 0018185 | GLOBAL EMERGENCY PRODUCTS | | | | | | | |
| AG20152 | 001116 | | 01 | 11/16/2009 | 110-4020-422.40-31 | QUAD TIPS | 285.72 | |
| | | | | | | VENDOR TOTAL * | 285.72 | |
| 0000241 | GOVERNMENT FINANCE OFFICERS ASSN | | | | | | | |
| 10/27/09 | 000763 | | 01 | 10/27/2009 | 110-2006-413.60-98 | 2008 CERTIFICATE FEE | CHECK #: 129873 | 505.00 |
| | | | | | | VENDOR TOTAL * | .00 | 505.00 |
| 0000242 | GRAINGER | | | | | | | |
| 9036055995 | 000786 | | 01 | 11/16/2009 | 110-5030-421.40-98 | OTHER SUPPLIES | 46.80 | |
| 9105542980 | 000920 | | 01 | 11/16/2009 | 110-6041-432.40-98 | SUPPLIES | 115.56 | |
| 9105681333 | 001001 | | 01 | 11/16/2009 | 110-6041-432.40-98 | SUPPLIES | 115.56- | |
| 9101671593 | 001131 | | 01 | 11/16/2009 | 110-6041-432.40-98 | SUPPLIES | 115.56 | |

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| 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 |
|--------------------------|---------------------------------|------------|-----|-------------------|--------------------|------------------------|-----------------|---------------------------------|
| 0000242 | GRAINGER | | | | | | | |
| 9036055995 | 000787 | | 01 | 11/16/2009 | 110-6044-435.40-98 | OTHER SUPPLIES | 35.80 | |
| 9011462604 | 001472 | | 01 | 11/16/2009 | 110-6044-435.40-98 | LIGHT CONTACTOR | 277.65 | |
| 9105542980 | 000921 | | 01 | 11/16/2009 | 110-6046-418.40-98 | SUPPLIES | 115.56 | |
| 9105681333 | 001000 | | 01 | 11/16/2009 | 110-6046-418.40-98 | SUPPLIES | 115.56- | |
| 9101671593 | 001130 | | 01 | 11/16/2009 | 110-6046-418.40-98 | SUPPLIES | 115.56 | |
| VENDOR TOTAL * | | | | | | | 591.37 | |
| 0011686 | GRAND AUTO PARTS | | | | | | | |
| 145697 | 000809 | | 01 | 11/16/2009 | 110-6047-512.50-16 | PW-99,99A,99B, STOCK | 6.76 | |
| 145938 | 001367 | | 01 | 11/16/2009 | 110-6047-512.50-16 | TRK/PARTS PW39 | 140.48 | |
| 145910 | 001368 | | 01 | 11/16/2009 | 110-6047-512.50-16 | TRK/PARTS PW39 | 146.43 | |
| 146096 | 001369 | | 01 | 11/16/2009 | 110-6047-512.50-16 | TRK/PARTS PD-17 | 13.20 | |
| 145881 | 001370 | | 01 | 11/16/2009 | 110-6047-512.50-16 | TRK/PARTS PD-1 | 11.00 | |
| 145855 | 001371 | | 01 | 11/16/2009 | 110-6047-512.50-16 | TRK/PARTS PD-2 | 606.24 | |
| 145937 | 001372 | | 01 | 11/16/2009 | 110-6047-512.50-16 | RETURNED MERCHANDISE | 87.60- | |
| VENDOR TOTAL * | | | | | | | 836.51 | |
| 0000247 | GRAYBAR | | | | | | | |
| 944185570 | 000887 | | 01 | 11/16/2009 | 110-2008-413.40-31 | MINOR EQUIP | 290.53 | |
| 944058293 | 001470 | | 01 | 11/16/2009 | 110-6044-435.40-26 | LAMPS | 480.00 | |
| VENDOR TOTAL * | | | | | | | 770.53 | |
| 0000254 | HACH CO | | | | | | | |
| 6453366 | 000775 | | 01 | 11/16/2009 | 510-6057-502.40-25 | LAB-TOTAL CHLORINE | 178.95 | |
| VENDOR TOTAL * | | | | | | | 178.95 | |
| 0005803 | HARRISON, JONATHAN | | | | | | | |
| 10/18-10/31/09 | 000893 | | 01 | 11/16/2009 | 110-0086-453.30-52 | CATV PROF SVCS | 73.50 | |
| VENDOR TOTAL * | | | | | | | 73.50 | |
| 0015904 | HD SUPPLY WATERWORKS, LTD | | | | | | | |
| 9703391 | 000793 | | 01 | 11/16/2009 | 510-6052-501.40-51 | SERVICE LINE SUPPLIES | 221.40 | |
| 9718648 | 001254 | | 01 | 11/16/2009 | 510-6052-501.40-51 | SERVICE LINES | 300.00 | |
| VENDOR TOTAL * | | | | | | | 521.40 | |
| 0018347 | HEHR, GLORIA | | | | | | | |
| 28600 | 000994 | | 01 | 11/16/2009 | 110-0000-331.07-00 | VEHICLE STICKER REFUND | 45.00 | |
| VENDOR TOTAL * | | | | | | | 45.00 | |
| 0004296 | HIGHLAND ESTATES COFFEE TRADERS | | | | | | | |
| 052560009550 | 001125 | | 01 | 11/16/2009 | 110-6046-418.40-98 | VENDING MACHINE REFILL | 68.81 | |
| VENDOR TOTAL * | | | | | | | 68.81 | |
| 0018303 | HILLSIDE LUMBER, INC | | | | | | | |
| SI-68488 | 000764 | | 01 | 10/27/2009 | 110-7060-451.60-44 | EXHIBIT LUMBER | CHECK #: 129874 | 583.90 |
| VENDOR TOTAL * | | | | | | | .00 | 583.90 |
| 0018348 | HOFFMAN, SALLY | | | | | | | |

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| 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 |
|---------------------------|---|------------|-----------|-------------------|--------------------|---------------------------|-----------------|---------------------------------|
| 0018348 28354 | HOFFMAN, SALLY 000993 | | | 01 11/16/2009 | 110-0000-331.07-00 | VEHICLE STICKER REFUND | 11.25 | |
| | | | | | | VENDOR TOTAL * | 11.25 | |
| 0006864 029954/3010694 | HOME DEPOT 1919-NORTHLAKE 001187 | | | 01 11/16/2009 | 110-4020-422.50-01 | FAUCET REPLACEMENT | 31.16 | |
| | | | | | | VENDOR TOTAL * | 31.16 | |
| 0012341 019490/3587933 | HOME DEPOT 1982-OAKBROOK TERR 001516 | | | 01 11/16/2009 | 110-6044-435.40-26 | LAMPS | 29.91 | |
| 019490/3587933 | 001517 | | | 01 11/16/2009 | 110-6044-435.40-98 | TAPE | 17.18 | |
| 021145/1020238 | 001519 | | | 01 11/16/2009 | 110-6044-435.40-98 | CONCRETE | 10.11 | |
| 023164/9014250 | 001186 | | | 01 11/16/2009 | 110-6046-418.50-01 | ROOM DIVIDERS | 44.50 | |
| 019208/3013510 | 001518 | | | 01 11/16/2009 | 110-6046-418.50-01 | DOOR BELL | 89.91 | |
| | | | | | | VENDOR TOTAL * | 191.61 | |
| 0017799 90217041 | HORIBA INTL CORP 001082 | | | 01 11/16/2009 | 110-5030-421.40-98 | EVIDENCE SUPPLIES | 265.76 | |
| | | | | | | VENDOR TOTAL * | 265.76 | |
| 0000799 27032 | HUNTER & ASSOCS, INC, F L 001353 | | | 01 11/16/2009 | 110-1003-412.30-52 | APPLICANT LD EXAMS | 930.00 | |
| | | | | | | VENDOR TOTAL * | 930.00 | |
| 0016905 M2009-1211 | ICLEI USA, INC 001196 | | | 01 11/16/2009 | 510-6050-501.60-37 | MEMBERSHIP | 600.00 | |
| | | | | | | VENDOR TOTAL * | 600.00 | |
| 0007329 5012792456 | IKON OFFICE SOLUTIONS 001349 | | | 01 11/16/2009 | 110-2007-413.30-21 | COPIER MAINT | 529.79 | |
| 5012792456 | 001350 | | | 01 11/16/2009 | 110-3015-414.30-21 | COPIER MAINT | 529.79 | |
| | | | | | | VENDOR TOTAL * | 1,059.58 | |
| 0007288 11/13/2009 | IL ASSN OF WASTEWATER AGENCIES 001029 | | | 01 11/16/2009 | 510-6050-501.60-11 | REGISTRATION | 50.00 | |
| | | | | | | VENDOR TOTAL * | 50.00 | |
| 0011955 35661 | IL DEPT OF TRANSPORTATION-FIN SVCS 001515 | | | 01 11/16/2009 | 110-6044-435.30-71 | MONTHLY SVC | 1,131.00 | |
| | | | | | | VENDOR TOTAL * | 1,131.00 | |
| 0015151 1119 | IL LAW ENFORCEMENT ALARM SYST-ILEAS 001201 | | | 01 11/16/2009 | 110-5030-421.60-11 | TRAINING CLASS | 2,500.00 | |
| | | | | | | VENDOR TOTAL * | 2,500.00 | |
| 0000291 07/10/2009 | IL SEC OF STATE - TITLE APPLIC FEES 004740 | | | 01 10/06/2009 | 110-5030-421.60-27 | TITLE APPS/CASE #08-51747 | CHECK #: 129133 | 260.00- |
| 07/10/2009 | 004740 | | | 01 10/27/2009 | 110-5030-421.60-27 | TITLE APPS/CASE #08-51747 | CHECK #: 129875 | 195.00 |
| | | | | | | VENDOR TOTAL * | .00 | 65.00- |
| 0015044 | INDUSTRIAL STEEL SERVICE CENTER INC | | | | | | | |

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| 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 |
|---|--|------------|--|--|--|--|---------------------------------|
| 0015044 21362 | INDUSTRIAL STEEL SERVICE CENTER INC 001386 | | 01 11/16/2009 | 110-6047-512.50-16 | TRK/PARTS PW77 | 100.00 | |
| | | | | | VENDOR TOTAL * | 100.00 | |
| 0018356 040 | INGRAM, JENNY 001132 | | 01 11/16/2009 | 530-0000-341.50-00 | PARKING PASS REFUND | 50.00 | |
| | | | | | VENDOR TOTAL * | 50.00 | |
| 0006347 002-996855 | INLAND COMMERCIAL PROPERTY MGT INC 000797 | | 01 11/16/2009 | 530-0088-503.50-15 | NOV MAINT FEE | 1,150.00 | |
| | | | | | VENDOR TOTAL * | 1,150.00 | |
| 0010731 60285 | INTERSTATE BATTERY SYSTEM OF 000802 | | 01 11/16/2009 | 110-6047-512.50-16 | PD-42 SPEED TRAILER | 163.90 | |
| | | | | | VENDOR TOTAL * | 163.90 | |
| 0007321 19789 | INTL SOCIETY OF ARBORICULTURE 000861 | | 01 11/16/2009 | 110-6040-431.60-37 | MEMBERSHIP | 170.00 | |
| | | | | | VENDOR TOTAL * | 170.00 | |
| 0000344 1203-5909482 1203-5876339 | JC LICHT - NETWORK PLACE 001176 001177 | | 01 11/16/2009 01 11/16/2009 | 110-6046-418.50-01 110-6046-418.50-01 | PAINT PAINT | 38.98 43.30 | |
| | | | | | VENDOR TOTAL * | 82.28 | |
| 0000976 88999 89004 88674 89115 88624 88960 | JIM'S TOWING 001202 001203 001204 001205 001206 001207 | | 01 11/16/2009 01 11/16/2009 01 11/16/2009 01 11/16/2009 01 11/16/2009 01 11/16/2009 | 110-5030-421.60-27 110-5030-421.60-27 110-5030-421.60-27 110-5030-421.60-27 110-5030-421.60-27 110-5030-421.60-27 | TOWING SVCS/CASE#09-43845 TOWING SVCS/CASE#09-44234 TOWING SVCS/CASE#09-42937 TOWING SVCS/CASE#09-19080 TOWING SVCS/CASE#09-42286 TOWING SVCS/CASE#09-41497 | 350.00 350.00 350.00 105.00 350.00 350.00 | |
| | | | | | VENDOR TOTAL * | 1,855.00 | |
| 0015360 CPJ4899 | JMI INSTRUMENT CO 000772 | | 01 11/16/2009 | 510-6052-501.50-18 | WEST RES FLOW METER REPL | 1,490.06 | |
| | | | | | VENDOR TOTAL * | 1,490.06 | |
| 0012503 INV0017178 | JOSEPHSON INSTITUTE OF ETHICS 009466 | | 01 10/22/2009 | 110-5030-421.40-33 | BOOKS | CHECK #: 129295 | 122.33- |
| | | | | | VENDOR TOTAL * | .00 | 122.33- |
| 0009652 19697 | JULRICH HOMES 001113 | | 01 11/16/2009 | 110-0000-371.98-00 | REFUND/CODE OF CONDUCT | 150.00 | |
| | | | | | VENDOR TOTAL * | 150.00 | |
| 0013509 0598220-IN | K A STEEL CHEMICALS INC 000776 | | 01 11/16/2009 | 510-6057-502.40-10 | LIQUID CHLORINE | 2,586.14 | |
| | | | | | VENDOR TOTAL * | 2,586.14 | |
| 0000314 | KALE UNIFORMS | | | | | | |

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| 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 | KALE UNIFORMS | | | | | | |
| 393419 | 001083 | | 01 11/16/2009 | 110-5030-421.40-11 | UNIFORM SUPPLIES | 75.98 | |
| 393423 | 001084 | | 01 11/16/2009 | 110-5030-421.40-11 | UNIFORM SUPPLIES | 167.97 | |
| | | | | | VENDOR TOTAL * | 243.95 | |
| 0000323 | KIEFT BROTHERS, INC - A/P | | | | | | |
| 159716 | 001170 | | 01 11/16/2009 | 110-5030-421.50-01 | PAD INSTALLATION | 48.00 | |
| 159430 | 000606 | | 01 11/05/2009 | 510-6056-502.40-29 | SEWER REPAIR MATERIAL | | 220.00 |
| | | | | | | CHECK #: 129899 | |
| | | | | | VENDOR TOTAL * | 48.00 | 220.00 |
| 0011896 | KIMBALL MIDWEST | | | | | | |
| 1259778 | 000818 | | 01 11/16/2009 | 110-6047-512.50-16 | NUTS/BOLTS/SUPPLIES | 191.46 | |
| 1272798 | 001387 | | 01 11/16/2009 | 110-6047-512.50-16 | NUTS/BOLTS/SUPPLIES | 332.05 | |
| | | | | | VENDOR TOTAL * | 523.51 | |
| 0015276 | KING, DAVID & ASSOCS, INC | | | | | | |
| 3510 | 001354 | | 01 11/16/2009 | 110-6046-418.60-69 | PROPERTY MANAGEMENT SVCS | 559.86 | |
| 3514 | 001355 | | 01 11/16/2009 | 110-6046-418.60-69 | PROPERTY MANAGEMENT SVCS | 1,744.84 | |
| 3515 | 001356 | | 01 11/16/2009 | 310-0089-461.30-52 | PROPERTY MANAGEMENT SVCS | 1,000.00 | |
| | | | | | VENDOR TOTAL * | 3,304.70 | |
| 0015660 | KINGS POINT TRUCK LANE | | | | | | |
| 18193 | 000800 | | 01 11/16/2009 | 110-6047-512.50-02 | PW-32,49,97,117 SAFETY LN | 100.00 | |
| 18176 | 000801 | | 01 11/16/2009 | 110-6047-512.50-02 | PW-115 SAFETY TEST | 25.00 | |
| | | | | | VENDOR TOTAL * | 125.00 | |
| 0018337 | KINSER, BRYAN, ENTS, INC | | | | | | |
| 1009-0745 | 000773 | | 01 11/16/2009 | 510-6057-502.50-01 | TANK 3 REPAIRS | 1,210.00 | |
| 0909-0723 | 000774 | | 01 11/16/2009 | 510-6057-502.50-08 | TANK 3 REPAIRS | 1,255.00 | |
| | | | | | VENDOR TOTAL * | 2,465.00 | |
| 0018324 | KLOPACZK, AL | | | | | | |
| 10/23/2009 | 000863 | | 01 11/16/2009 | 110-6043-434.30-88 | PRUNING/ROOT REMOVAL REIM | 191.50 | |
| | | | | | VENDOR TOTAL * | 191.50 | |
| 0016987 | KMPARTS.COM, INC | | | | | | |
| 34026 | 001190 | | 01 11/16/2009 | 510-6056-502.50-10 | OVERLOAD RELAY | 179.60 | |
| | | | | | VENDOR TOTAL * | 179.60 | |
| 0018341 | KOZ TRUCKING, INC | | | | | | |
| 5791 | 000879 | | 01 11/16/2009 | 510-6052-501.30-81 | ASPHALT HAULED OUT | 4,625.00 | |
| | | | | | VENDOR TOTAL * | 4,625.00 | |
| 0010777 | LE DONNE TRUE VALUE | | | | | | |
| 868168 | 001059 | | 01 11/16/2009 | 110-6047-512.50-16 | WATER TANK/PW199 | 70.75 | |
| | | | | | VENDOR TOTAL * | 70.75 | |
| 0013313 | LEACH ENTERPRISES, INC | | | | | | |
| 895287 | 000854 | | 01 11/16/2009 | 110-6047-512.50-16 | FILTERS | 161.01 | |

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|---|--|------------|--|--|--|----------------------------------|---------------------------------|
| 0013313 895475 895453 895620 895541 | LEACH ENTERPRISES, INC 000855 000856 001126 001388 | | 01 11/16/2009 01 11/16/2009 01 11/16/2009 01 11/16/2009 | 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 | TRK/PARTS PW79 TRK/PARTS PW155T PARTS/SUPPLIES RETURNED MERCHANDISE | 2.73 74.42 410.22 31.86 | |
| | | | | | VENDOR TOTAL * | 616.52 | |
| 0006622 105346/1 | LEN'S ACE HARDWARE 000808 | | 01 11/16/2009 | 110-6047-512.40-53 | PW-37 | 15.49 | |
| | | | | | VENDOR TOTAL * | 15.49 | |
| 0018333 129 OAKLAND | LEPE, JOSEPH 000766 | | 01 11/16/2009 | 510-6056-502.30-90 | SAN SEWER REPAIR/REPL | 2,000.00 | |
| | | | | | VENDOR TOTAL * | 2,000.00 | |
| 0012723 103874020091031001215 | LEXISNEXIS | | 01 11/16/2009 | 110-5030-421.30-98 | MONTHLY FEE | 542.50 | |
| | | | | | VENDOR TOTAL * | 542.50 | |
| 0017643 91377410 | LIGHT BULB DEPOT 28 LLC 001514 | | 01 11/16/2009 | 110-6046-418.50-01 | LIGHT BULBS | 66.00 | |
| | | | | | VENDOR TOTAL * | 66.00 | |
| 0018331 153 SUNNYSIDE | LIGHT, DEREK 000931 | | 01 11/16/2009 | 510-6056-502.30-90 | SEWER LINE REIMBURSEMENT | 1,600.00 | |
| | | | | | VENDOR TOTAL * | 1,600.00 | |
| 0018360 201 | LILIENTHAL, SANDRA 001352 | 8, CSR | 01 11/16/2009 | 110-0081-415.30-32 | ARBITRATION SVCS | 1,363.05 | |
| | | | | | VENDOR TOTAL * | 1,363.05 | |
| 0000509 10/18-10/31/09 | LILJEBERG, GLEN R. 000894 | | 01 11/16/2009 | 110-0086-453.30-52 | CATV PROF SVCS | 306.50 | |
| | | | | | VENDOR TOTAL * | 306.50 | |
| 0000346 10149059 | LONG ELEVATOR & MACHINE CO INC 001171 | | 01 11/16/2009 | 110-7060-451.50-01 | MONTHLY MAINT FEE | 134.00 | |
| | | | | | VENDOR TOTAL * | 134.00 | |
| 0006582 62207 62196 | LUND INDUSTRIES, INC 001389 001390 | | 01 11/16/2009 01 11/16/2009 | 110-5030-421.40-98 110-5030-421.40-98 | PRINTER BRACKET PRINTER INSTALLATION | 92.36 63.60 | |
| | | | | | VENDOR TOTAL * | 155.96 | |
| 0017918 917400001 | MAXIM CONST CORP 001198 | | 01 11/16/2009 | 510-6057-502.50-08 | DRIVE UNIT REBUILD | 3,470.44 | |
| | | | | | VENDOR TOTAL * | 3,470.44 | |
| 0017477 | MCALLISTER EQPT CO | | | | | | |

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|---|--|------------|-----|-------------------|--|--|--|---------------------------------|
| 0017477 VP4363 | MCALLISTER EQPT CO 001391 | | 01 | 11/16/2009 | 110-6047-512.50-16 | TRK/PARTS PW48 | 206.76 | |
| | | | | | | VENDOR TOTAL * | 206.76 | |
| 0018366 25138 | MCDONOUGH, MATTHEW/KATHERINE 001506 | | 01 | 11/16/2009 | 110-0000-316.00-00 | TRANSFER STAMP REFUND | 382.50 | |
| | | | | | | VENDOR TOTAL * | 382.50 | |
| 0008214 28589 | MCLEAN, ELIZABETH 000992 | | 01 | 11/16/2009 | 110-0000-331.07-00 | VEHICLE STICKER REFUND | 45.00 | |
| | | | | | | VENDOR TOTAL * | 45.00 | |
| 0002941 40278723 40022932 40555854 40444437 40444438 | MCMASTER-CARR SUPPLY CO 001238 001058 001392 000783 001166 | | 01 | 11/16/2009 | 110-6041-432.40-98 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 510-6056-502.50-10 530-0088-503.50-14 | NUTS/BOLTS WINCHES TRK/PARTS F-2 BERKLEY/ADAMS TANK REPAIR V-BELT | 180.53 88.57 257.19 175.07 41.26 | |
| | | | | | | VENDOR TOTAL * | 742.62 | |
| 0017725 INV-0042800 | MEGGITT TRAINING SYSTEM 001026 | | 01 | 11/16/2009 | 110-5030-421.50-01 | RANGE REPAIR | 271.00 | |
| | | | | | | VENDOR TOTAL * | 271.00 | |
| 0000366 411189/4 411180/4 411293/4 411370/4 411169/4 411270/4 | MEL'S ACE HARDWARE 001183 001184 001185 001395 001182 000769 | | 01 | 11/16/2009 | 110-5030-421.50-01 110-6046-418.50-01 110-6046-418.50-01 110-6046-418.50-01 110-6047-512.40-53 110-7060-451.50-01 510-6056-502.40-98 | LOCKER REPAIR COFFEE POT REPAIR LAMPS TORCH KIT LIGHT BULBS BERKLEY/ADAMS TANK REPAIR | 25.63 21.52 5.92 10.99 2.08 11.03 | |
| | | | | | | VENDOR TOTAL * | 77.17 | |
| 0014625 7014 | MEL'S CAR CARE CENTER 001394 | | 01 | 11/16/2009 | 110-6047-512.50-02 | TRK/PARTS PW170 | 65.00 | |
| | | | | | | VENDOR TOTAL * | 65.00 | |
| 0007591 10309 | MENARDS - HILLSIDE 001169 | | 01 | 11/16/2009 | 110-6046-418.50-01 | SCREW/STUD | 2.55 | |
| | | | | | | VENDOR TOTAL * | 2.55 | |
| 0017680 64909 | METRO NORTH INDUSTRIAL TIRE & SPPLY 001396 | | 01 | 11/16/2009 | 110-6047-512.50-20 | TRK/PARTS PW59 | 32.95 | |
| | | | | | | VENDOR TOTAL * | 32.95 | |
| 0009371 2111743 | MICRO CENTER A/R 000891 | | 01 | 11/16/2009 | 110-2008-413.40-72 | PC RAM | 37.99 | |
| | | | | | | VENDOR TOTAL * | 37.99 | |
| 0017275 | MIDAMERICAN ENERGY CO | | | | | | | |

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|--------------------------|-----------------------------------|------------|-----|-------------------|--------------------|------------------------|-----------------|---------------------------------|
| 0017275 | MIDAMERICAN ENERGY CO | | | | | | | |
| 122166 | 000850 | | 01 | 11/16/2009 | 110-6041-432.30-24 | MONTHLY ELECTRIC | 2,149.93 | |
| 122166 | 000852 | | 01 | 11/16/2009 | 110-6044-435.30-24 | MONTHLY ELECTRIC | 594.02 | |
| 122166 | 000848 | | 01 | 11/16/2009 | 510-6051-501.30-24 | MONTHLY ELECTRIC | 4,186.27 | |
| 122166 | 000849 | | 01 | 11/16/2009 | 510-6052-501.30-24 | MONTHLY ELECTRIC | 5,721.66 | |
| 122166 | 000847 | | 01 | 11/16/2009 | 510-6057-502.30-24 | MONTHLY ELECTRIC | 32,242.41 | |
| 122166 | 000851 | | 01 | 11/16/2009 | 530-0088-503.30-24 | MONTHLY ELECTRIC | 3,660.86 | |
| | | | | | | VENDOR TOTAL * | 48,555.15 | |
| 0008503 | MIDWAY TRUCK PARTS | | | | | | | |
| 706321 | 001128 | | 01 | 11/16/2009 | 110-6047-512.50-16 | WIPER BLADE | 42.00 | |
| | | | | | | VENDOR TOTAL * | 42.00 | |
| 0000631 | MIDWEST ELECTRICAL APPLIANCE | | | | | | | |
| 28986 | 001181 | | 01 | 11/16/2009 | 110-6046-418.40-98 | GASKET | 5.00 | |
| | | | | | | VENDOR TOTAL * | 5.00 | |
| 0018359 | MIDWEST REMANUFACTURING, LLC | | | | | | | |
| 310122 | 001366 | | 01 | 11/16/2009 | 110-6047-512.50-02 | TRK/PARTS F-2 | 495.00 | |
| | | | | | | VENDOR TOTAL * | 495.00 | |
| 0016423 | MLRP 388 CAROL LLC | | | | | | | |
| 12/09 RENT | 001405 | | 01 | 11/16/2009 | 110-7060-451.60-47 | MONTHLY RENT/DEC 2009 | 3,507.29 | |
| | | | | | | VENDOR TOTAL * | 3,507.29 | |
| 0007257 | MOTION INDUSTRIES, INC | | | | | | | |
| IL10-400855 | 001397 | | 01 | 11/16/2009 | 110-6047-512.50-16 | VALVE TOOL/PW199 | 17.74 | |
| IL10-400355 | 001194 | | 01 | 11/16/2009 | 510-6057-502.50-08 | PUMP REPAIR | 39.64 | |
| | | | | | | VENDOR TOTAL * | 57.38 | |
| 0007206 | MUNICIPAL CLERKS OF DUPAGE COUNTY | | | | | | | |
| NOV 2009 | 000765 | | 01 | 10/27/2009 | 110-1001-411.60-11 | MONTHLY MEETING | CHECK #: 129876 | 50.00 |
| | | | | | | VENDOR TOTAL * | .00 | 50.00 |
| 0014091 | MUTUAL OF OMAHA | | | | | | | |
| 215876/2 | 000006 | | 01 | 11/05/2009 | 510-6057-502.50-01 | BLDG 6 VALVE REPL | CHECK #: 129778 | 25.19- |
| | | | | | | VENDOR TOTAL * | .00 | 25.19- |
| 0018087 | MWH AMERICAS, INC | | | | | | | |
| 1288828 | 001490 | | 01 | 11/16/2009 | 110-6040-431.30-26 | LOCAL DRAINAGE STUDIES | 2,450.95 | |
| | | | | | | VENDOR TOTAL * | 2,450.95 | |
| 0014420 | NAPA AUTO PARTS | | | | | | | |
| 268169 | 001055 | | 01 | 11/16/2009 | 110-6047-512.50-16 | TRK/PARTS PW117 | 267.79 | |
| 268174 | 001056 | | 01 | 11/16/2009 | 110-6047-512.50-16 | TRK/PARTS PW41T | 7.99 | |
| 268173 | 001057 | | 01 | 11/16/2009 | 110-6047-512.50-16 | CORE CREDIT | 82.50- | |
| | | | | | | VENDOR TOTAL * | 193.28 | |
| 0014038 | NATIONAL SAFETY COUNCIL | | | | | | | |

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 |
|--------------------------|------------------------------|------------|-----|-------------------|--------------------|---------------------|-----------------|---------------------------------|
| 0014038 | NATIONAL SAFETY COUNCIL | | | | | | | |
| R5468000 | 001108 | | 01 | 11/16/2009 | 110-5030-421.60-37 | MEMBERSHIP | 50.00 | |
| R5468002 | 001109 | | 01 | 11/16/2009 | 110-5030-421.60-37 | MEMBERSHIP | 50.00 | |
| R5468003 | 001110 | | 01 | 11/16/2009 | 110-5030-421.60-37 | MEMBERSHIP | 50.00 | |
| R5468004 | 001111 | | 01 | 11/16/2009 | 110-5030-421.60-37 | MEMBERSHIP | 50.00 | |
| VENDOR TOTAL * | | | | | | | 200.00 | |
| 0009496 | NEXTEL COMMUNICATIONS | | | | | | | |
| 162511511-092 | 001104 | | 01 | 11/16/2009 | 110-2007-413.30-75 | MONTHLY MOBILE BILL | 227.88 | |
| 162511511-092 | 001105 | | 01 | 11/16/2009 | 110-2008-413.30-75 | MONTHLY MOBILE BILL | 462.66 | |
| 162511511-092 | 001107 | | 01 | 11/16/2009 | 110-3015-414.30-75 | MONTHLY MOBILE BILL | 211.18 | |
| 162511511-092 | 001102 | | 01 | 11/16/2009 | 110-4020-422.30-75 | MONTHLY MOBILE BILL | 343.00 | |
| 162511511-092 | 001103 | | 01 | 11/16/2009 | 110-4022-423.30-75 | MONTHLY MOBILE BILL | 49.00 | |
| 162511511-092 | 001106 | | 01 | 11/16/2009 | 110-5030-421.30-75 | MONTHLY MOBILE BILL | 1,316.82 | |
| 162511511-092 | 001099 | | 01 | 11/16/2009 | 110-6040-431.30-75 | MONTHLY MOBILE BILL | 1,279.68 | |
| 162511511-092 | 001100 | | 01 | 11/16/2009 | 510-6050-501.30-75 | MONTHLY MOBILE BILL | 409.50 | |
| 162511511-092 | 001101 | | 01 | 11/16/2009 | 510-6055-502.30-75 | MONTHLY MOBILE BILL | 870.18 | |
| VENDOR TOTAL * | | | | | | | 5,169.90 | |
| 0005845 | NICOR GAS | | | | | | | |
| 5209073557 3 | 000845 | | 01 | 11/16/2009 | 110-4020-422.30-29 | MONTHLY GAS | 164.79 | |
| 7763000144 2 | 000799 | | 01 | 11/16/2009 | 210-8070-452.30-29 | MONTHLY SERVICE | 956.54 | |
| VENDOR TOTAL * | | | | | | | 1,121.33 | |
| 0016554 | NORTHWESTERN GROUP MARKETING | | | | | | | |
| DEC 2009 | 001336 | | 01 | 11/16/2009 | 110-1001-411.20-04 | HEALTH INS | 40.95 | |
| DEC 2009 | 001337 | | 01 | 11/16/2009 | 110-2006-413.20-04 | HEALTH INS | 230.96 | |
| DEC 2009 | 001338 | | 01 | 11/16/2009 | 110-2007-413.20-04 | HEALTH INS | 38.33 | |
| DEC 2009 | 001339 | | 01 | 11/16/2009 | 110-3015-414.20-04 | HEALTH INS | 43.57 | |
| DEC 2009 | 001340 | | 01 | 11/16/2009 | 110-4020-422.20-04 | HEALTH INS | 822.93 | |
| DEC 2009 | 001341 | | 01 | 11/16/2009 | 110-4025-424.20-04 | HEALTH INS | 94.02 | |
| DEC 2009 | 001342 | | 01 | 11/16/2009 | 110-5030-421.20-04 | HEALTH INS | 1,245.54 | |
| DEC 2009 | 001343 | | 01 | 11/16/2009 | 110-6040-431.20-04 | HEALTH INS | 342.01 | |
| DEC 2009 | 001344 | | 01 | 11/16/2009 | 110-7060-451.20-04 | HEALTH INS | 57.99 | |
| DEC 2009 | 001345 | | 01 | 11/16/2009 | 210-8070-452.20-04 | HEALTH INS | 228.99 | |
| DEC 2009 | 001346 | | 01 | 11/16/2009 | 510-6050-501.20-04 | HEALTH INS | 41.93 | |
| DEC 2009 | 001347 | | 01 | 11/16/2009 | 510-6055-502.20-04 | HEALTH INS | 57.33 | |
| DEC 2009 | 001348 | | 01 | 11/16/2009 | 530-0088-503.20-04 | HEALTH INS | 31.45 | |
| VENDOR TOTAL * | | | | | | | 3,276.00 | |
| 0018147 | NOVAPRO RISK SOLUTIONS, LP | | | | | | | |
| GM00040323 | 001140 | | 01 | 11/16/2009 | 110-0082-416.60-28 | CLAIM FEES | 300.00 | |
| GM00040323 | 001141 | | 01 | 11/16/2009 | 110-0082-416.60-02 | CLAIM FEES | 300.00 | |
| VENDOR TOTAL * | | | | | | | 600.00 | |
| 0008640 | OFFICE DEPOT | | | | | | | |
| 494198151001 | 000905 | | 01 | 11/16/2009 | 110-2006-413.40-33 | SUPPLIES | 96.56 | |
| 494519453001 | 000996 | | 01 | 11/16/2009 | 110-2006-413.40-33 | SUPPLIES | 290.33 | |
| 495425266001 | 001497 | | 01 | 11/16/2009 | 110-2006-413.40-33 | SUPPLIES | 161.68 | |

PREPARED 11/09/2009, 14:28:36
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 11/16/2009 CHECK DATE: 11/19/2009

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 |
|--------------------------|------------------------------|------------|-----------------------|--------------------|-----------------------|-----------------|---------------------------------|
| 0008640 | OFFICE DEPOT | | | | | | |
| 494713063001 | 001498 | | 01 11/16/2009 | 110-2006-413.40-33 | SUPPLIES | 205.42 | |
| 494519453001 | 000997 | | 01 11/16/2009 | 110-2008-413.40-73 | SUPPLIES | 57.14 | |
| 494198151001 | 000907 | | 01 11/16/2009 | 110-4025-424.40-33 | SUPPLIES | 9.36 | |
| 494198151001 | 000906 | | 01 11/16/2009 | 110-6040-431.40-33 | SUPPLIES | 5.96 | |
| VENDOR TOTAL * | | | | | | 826.45 | |
| 0008045 | ORIENTAL TRADING CO INC | | | | | | |
| 634566521-01 | 000908 | | 01 11/16/2009 | 110-7060-451.60-65 | EDUCATION SUPPLIES | 62.88 | |
| VENDOR TOTAL * | | | | | | 62.88 | |
| 0000416 | OTIS ELEVATOR CO | | | | | | |
| CY65003B09 | 001172 | | 01 11/16/2009 | 530-0088-503.30-25 | MAINT 11/2009-10/2010 | 1,325.88 | |
| VENDOR TOTAL * | | | | | | 1,325.88 | |
| 0006695 | OTTOSEN BRITZ KELLY COOPER & | | | | | | |
| 40576 | 001524 | | 01 11/16/2009 | 110-0081-415.30-36 | PROFESSIONAL SVCS | 72.00 | |
| VENDOR TOTAL * | | | | | | 72.00 | |
| 0014702 | PARTS TOWN, LLC | | | | | | |
| 484712 | 001247 | | 01 11/16/2009 | 110-6046-418.50-01 | ICE MACHINE REPAIR | 219.87 | |
| VENDOR TOTAL * | | | | | | 219.87 | |
| 0008717 | PAT KEAN'S FRIENDLY FORD | | | | | | |
| 156778 | 000803 | | 01 11/16/2009 | 110-6047-512.50-16 | PD-8 | 27.58 | |
| 156857 | 000804 | | 01 11/16/2009 | 110-6047-512.50-16 | STOCK | 71.00 | |
| 156858 | 000805 | | 01 11/16/2009 | 110-6047-512.50-16 | PD-5 | 71.00 | |
| 156832 | 000806 | | 01 11/16/2009 | 110-6047-512.50-16 | PD-12-08 | 25.50 | |
| 156811 | 000807 | | 01 11/16/2009 | 110-6047-512.50-16 | PD-12-08 | 46.15 | |
| D16694 | 000813 | | 01 11/16/2009 | 110-6047-512.50-02 | F-12 | 1,922.80 | |
| 156902 | 001383 | | 01 11/16/2009 | 110-6047-512.50-16 | TRK/PARTS PD-7 | 107.49 | |
| 156919 | 001384 | | 01 11/16/2009 | 110-6047-512.50-16 | TRK/PARTS PD-12 | 10.50 | |
| 156903 | 001385 | | 01 11/16/2009 | 110-6047-512.50-16 | STOCK | 107.49 | |
| VENDOR TOTAL * | | | | | | 2,389.51 | |
| 0007611 | PATRICIA K ALLEN | | | | | | |
| MR Refund | MR | | 01 11/16/2009 | 110-0000-115.07-01 | 329637 | 25.00 | |
| VENDOR TOTAL * | | | | | | 25.00 | |
| 0010665 | PIONEER PRESS - GLENVIEW | | | | | | |
| 418285 | 000884 | | 01 11/16/2009 | 110-6040-431.60-37 | SUBSCRIPTION | 32.00 | |
| VENDOR TOTAL * | | | | | | 32.00 | |
| 0016699 | PLASTIC CARD SOLUTIONS, INC | | | | | | |
| 16543 | 000904 | | 01 11/16/2009 | 110-2008-413.40-73 | ID CARD INK | 105.75 | |
| VENDOR TOTAL * | | | | | | 105.75 | |
| 0008318 | POLI, ANTHONY | | | | | | |
| 10/13/2009 | 001078 | | 01 11/16/2009 | 110-5030-421.60-05 | EXPENSE REIMBURSEMENT | 25.00 | |

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 |
|--------------------------|------------------------------|------------|-----|-------------------|--------------------|------------------------|-----------------|---------------------------------|
| 0008318 | POLI, ANTHONY | | | | | | | |
| | | | | | | VENDOR TOTAL * | 25.00 | |
| 0000435 | PORTABLE COMMUNICATIONS | | | | | | | |
| 100905929 | 000886 | | 01 | 11/16/2009 | 110-2008-413.50-25 | BELT CLIP | 13.49 | |
| 100906072 | 001054 | | 01 | 11/16/2009 | 110-5030-421.50-17 | RADIO REPAIR | 42.50 | |
| 100906198 | 001398 | | 01 | 11/16/2009 | 110-5030-421.50-17 | RADIO REPAIR | 284.00 | |
| | | | | | | VENDOR TOTAL * | 339.99 | |
| 0014926 | PRECISION LUBRICANTS | | | | | | | |
| 185786 | 001050 | | 01 | 11/16/2009 | 110-6047-512.40-34 | OIL | 498.98 | |
| 185787 | 001051 | | 01 | 11/16/2009 | 110-6047-512.40-34 | OIL | 495.00 | |
| 185788 | 001052 | | 01 | 11/16/2009 | 110-6047-512.40-34 | OIL | 484.55 | |
| 185789 | 001053 | | 01 | 11/16/2009 | 110-6047-512.40-34 | OIL | 420.65 | |
| | | | | | | VENDOR TOTAL * | 1,899.18 | |
| 0000618 | PROGRESSIVE ELECTRONICS | | | | | | | |
| 1120 | 001027 | | 01 | 11/16/2009 | 110-5030-421.50-08 | RADAR REPAIR | 109.13 | |
| 1118 | 001049 | | 01 | 11/16/2009 | 110-5030-421.40-98 | RADAR GUNS | 89.05 | |
| | | | | | | VENDOR TOTAL * | 198.18 | |
| 0016310 | QUANTUM LABS INC | | | | | | | |
| INV-030794 | 000859 | | 01 | 11/16/2009 | 110-6046-418.40-98 | SUPPLIES | 119.50 | |
| INV-030794 | 000860 | | 01 | 11/16/2009 | 510-6052-501.40-98 | SUPPLIES | 119.50 | |
| | | | | | | VENDOR TOTAL * | 239.00 | |
| 0018151 | RADOVANOVIC, SNEZANA | | | | | | | |
| 1174 | 007443 | | 01 | 09/24/2009 | 510-6056-502.30-90 | SAN LINE REPL REIMB | CHECK #: 128699 | 2,000.00- |
| 1174 | 007443 | | 01 | 10/27/2009 | 510-6056-502.30-90 | SAN LINE REPL REIMB | CHECK #: 129877 | 2,000.00 |
| | | | | | | VENDOR TOTAL * | .00 | |
| 0006074 | RESOURCE UTILITY SUPPLY CO | | | | | | | |
| 062106 | 000795 | | 01 | 11/16/2009 | 510-6052-501.50-12 | MAINS | 882.69 | |
| | | | | | | VENDOR TOTAL * | 882.69 | |
| 0016302 | RICHARDS, KERRY | | | | | | | |
| 10/24-10/25/09 | 001124 | | 01 | 11/16/2009 | 110-4020-422.60-11 | HONOR GUARD INSTRUCTOR | 160.00 | |
| | | | | | | VENDOR TOTAL * | 160.00 | |
| 0005969 | RICMAR INDUSTRIES | | | | | | | |
| 302036 | 000794 | | 01 | 11/16/2009 | 510-6052-501.40-98 | OTHER SUPPLIES | 210.88 | |
| | | | | | | VENDOR TOTAL * | 210.88 | |
| 0005687 | ROESCH CHEVROLET, LARRY | | | | | | | |
| 618105 | 001363 | | 01 | 11/16/2009 | 110-6047-512.50-16 | TRK/PARTS PD-2 | 36.72 | |
| 618220 | 001364 | | 01 | 11/16/2009 | 110-6047-512.50-16 | TRK/PARTS PD-1 | 49.31 | |
| | | | | | | VENDOR TOTAL * | 86.03 | |
| 0004969 | ROTARY CLUB OF ELMHURST | | | | | | | |

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 |
|---|--|------------|-----|-------------------|--------------------|-----------------------|-----------------|---------------------------------|
| 0004969 7115 | ROTARY CLUB OF ELMHURST 001501 | | 01 | 11/16/2009 | 110-7060-451.60-37 | MEMBERSHIP | 325.00 | |
| VENDOR TOTAL * | | | | | | | 325.00 | |
| 0008861 09-04710 09-04672 09-04804 | ROYAL RECOGNITION 001021 001022 001143 | | 01 | 11/16/2009 | 110-2007-413.60-23 | SERVICE AWARDS | 117.04 | |
| VENDOR TOTAL * | | | | | | | 308.29 | |
| 0006411 599017 599018 | RUSSO'S POWER EQPT 001399 001400 | | 01 | 11/16/2009 | 110-6047-512.50-16 | TRK/PARTS PW99 | 42.90 | |
| VENDOR TOTAL * | | | | | | | 22.27 | |
| 0001751 3116168 RI 3114025 RI 3121089 RI | S & S INDUSTRIAL SUPPLY 000792 000928 001511 | | 01 | 11/16/2009 | 110-6046-418.40-24 | JANITORIAL SUPPLIES | 71.64 | |
| VENDOR TOTAL * | | | | | | | 200.00 | |
| 0013657 11/2/09 | SAID, JOHN 001144 | | 01 | 11/02/2009 | 110-3015-414.60-45 | EXPENSE REIMBURSEMENT | 71.21 | |
| VENDOR TOTAL * | | | | | | | 342.85 | |
| 0006932 12/8-12/10/09 | SAWABINI & ASSOCS LLC 001200 | | 01 | 11/16/2009 | 110-5030-421.60-11 | TRAINING CLASS | CHECK #: 129880 | 56.88 |
| VENDOR TOTAL * | | | | | | | .00 | 56.88 |
| 0000477 237808 237808 237808 237808 237808 237808 237808 237808 237808 | SCHWEPPE 000864 000865 000866 000867 000868 000869 000870 000871 000872 | | 01 | 11/16/2009 | 110-2006-413.40-33 | SUPPLIES | 385.00 | |
| VENDOR TOTAL * | | | | | | | 18.56 | |
| 0010169 63031 63155 | SEAWAY SUPPLY 001044 001127 | | 01 | 11/16/2009 | 110-6046-418.40-24 | SUPPLIES | 18.56 | |
| VENDOR TOTAL * | | | | | | | 18.56 | |
| 0000481 102170 | SERVICE SPRING 001047 | | 01 | 11/16/2009 | 110-6047-512.50-02 | AUTO/PARTS E-10 | 18.56 | |
| VENDOR TOTAL * | | | | | | | 18.55 | |
| 0000484 | SEYFARTH SHAW LLP | | | | | | 18.55 | |

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| 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 |
|---|---|------------|--|--|--|--|---------------------------------|
| 0000484 1650247 | SEYFARTH SHAW LLP 001248 | | 01 11/16/2009 | 110-0081-415.30-32 | LEGAL SVCS | 5,668.15 | |
| | | | | | VENDOR TOTAL * | 5,668.15 | |
| 0018354 09-00000593 | SIMS, RANDY/MIHOLCO 001115 | | 01 11/16/2009 | 510-0000-371.29-00 | PERMIT REFUND | 68.00 | |
| | | | | | VENDOR TOTAL * | 68.00 | |
| 0011425 11/02/2009 | SIUZDAK, ED 001527 | | 01 11/16/2009 | 110-4020-422.60-98 | EXPENSE REIMBURSEMENT | 142.82 | |
| | | | | | VENDOR TOTAL * | 142.82 | |
| 0004998 000053259 | SLIGER WILLIAM W & STEPHANIE M UT | | 01 11/16/2009 | 510-0000-113.02-00 | UB CR REFUND | 12.28 | |
| | | | | | VENDOR TOTAL * | 12.28 | |
| 0014453 26350 | SOLID IMPRESSIONS 001505 | | 01 11/16/2009 | 110-7060-451.60-44 | GALLERY GUIDES | 1,222.54 | |
| | | | | | VENDOR TOTAL * | 1,222.54 | |
| 0018332 516 HAWTHRONE | SPARKS, MICHAEL 000930 | | 01 11/16/2009 | 510-6056-502.30-90 | SEWER LINE REIMBURSEMENT | 2,000.00 | |
| | | | | | VENDOR TOTAL * | 2,000.00 | |
| 0018176 58010M 58010M 58010M 58010M | SPIROFF & GOSSELAR, LLC 001529 001530 001531 001532 | | 01 11/16/2009 01 11/16/2009 01 11/16/2009 01 11/16/2009 | 110-0081-415.30-36 110-0081-415.30-44 110-0081-415.30-36 110-1003-412.30-36 | PROFESSIONAL SVCS PROFESSIONAL SVCS PROFESSIONAL SVCS PROFESSIONAL SVCS | 408.00 261.75 5,556.00 1,139.00 | |
| | | | | | VENDOR TOTAL * | 7,364.75 | |
| 0005345 SA000014152 | STANARD & ASSOCIATES, INC. 001142 | | 01 11/16/2009 | 110-2007-413.30-52 | PROFESSIONAL SVCS | 592.50 | |
| | | | | | VENDOR TOTAL * | 592.50 | |
| 0008228 98283 98135 98535 98497 | SUBURBAN LABORATORIES INC 000777 000778 001192 001195 | | 01 11/16/2009 01 11/16/2009 01 11/16/2009 01 11/16/2009 | 510-6057-502.30-33 510-6057-502.30-33 510-6057-502.30-33 510-6057-502.30-33 | NPDES EFFL LAB TESTING COLIFORM TESTING LAB TESTING COLIFORM TESTING | 390.00 117.00 468.00 416.50 | |
| | | | | | VENDOR TOTAL * | 1,391.50 | |
| 0007725 627 S FAIRVIEW | SULLIVAN, KATHLEEN 001002 | | 01 11/16/2009 | 510-6056-502.30-90 | SEWER LINE REIMBURSEMENT | 2,000.00 | |
| | | | | | VENDOR TOTAL * | 2,000.00 | |
| 0002854 2087 | SUNRISE COMMUNICATIONS, INC 000767 | | 01 11/16/2009 | 110-0086-453.40-66 | PROFESSIONAL SVCS | 257.70 | |
| | | | | | VENDOR TOTAL * | 257.70 | |
| 0000512 | SURE LUBRICANTS, 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 |
|---|--|------------|-----|-------------------|--------------------|---------------------------|-----------------|---------------------------------|
| 0000512 35150 | SURE LUBRICANTS, INC 000784 | | 01 | 11/16/2009 | 510-6057-502.40-34 | GEARBOX OIL | 1,416.40 | |
| | | | | | | VENDOR TOTAL * | 1,416.40 | |
| 0000523 15431-00 | TERMINAL SUPPLY CO 001401 | | 01 | 11/16/2009 | 110-6047-512.50-16 | STOCK | 60.81 | |
| | | | | | | VENDOR TOTAL * | 60.81 | |
| 0000525 584682 561198 | TERRACE SUPPLY CO 001525 001466 | | 01 | 11/16/2009 | 110-5030-421.30-98 | CARBON DIOXIDE | 64.82 | |
| | | | 01 | 11/16/2009 | 110-6047-512.50-16 | AIR VALVE | 50.00 | |
| | | | | | | VENDOR TOTAL * | 114.82 | |
| 0018369 SI-112608 | THE GUIDANCE GROUP 001522 | | 01 | 11/16/2009 | 110-5030-421.60-14 | DARE STICKERS | 53.90 | |
| | | | | | | VENDOR TOTAL * | 53.90 | |
| 0008999 12023 | THIRD MILLENNIUM ASSOCS, INC 001031 | | 01 | 11/16/2009 | 110-6040-431.40-65 | VEHICLE STICKER RENEWAL | 6,675.00 | |
| | | | | | | VENDOR TOTAL * | 6,675.00 | |
| 0000528 09-3659 | THOMPSON ELEVATOR INSPECTION SVC 001178 | | 01 | 11/16/2009 | 110-7060-451.50-01 | INSPECTION FEE | 55.00 | |
| | | | | | | VENDOR TOTAL * | 55.00 | |
| 0000150 294460 | THYSSENKRUPP ELEVATOR CORP 001173 | | 01 | 11/16/2009 | 530-0088-503.30-25 | QUARTERLY MAINT FEE | 1,704.82 | |
| | | | | | | VENDOR TOTAL * | 1,704.82 | |
| 0000533 64993 64994 | TRAFFIC CONTROL & PROTECTION 000857 000858 | | 01 | 11/16/2009 | 110-6041-432.40-52 | ALUMINUM BLANKS | 400.60 | |
| | | | 01 | 11/16/2009 | 110-6041-432.40-52 | STAINLESS STEEL STRAPPING | 189.73 | |
| | | | | | | VENDOR TOTAL * | 590.33 | |
| 0000532 0000039677 | TRAFFIC CONTROL CORP 001469 | | 01 | 11/16/2009 | 110-6044-435.40-60 | T-SIGNAL PARTS | 485.00 | |
| | | | | | | VENDOR TOTAL * | 485.00 | |
| 0000535 10901104 10901110 | TRANS UNION LLC 001520 001521 | | 01 | 11/16/2009 | 110-5030-421.30-98 | CREDIT BUREAU SVCS | 61.85 | |
| | | | 01 | 11/16/2009 | 110-5030-421.30-98 | CREDIT BUREAU SVCS | 68.12 | |
| | | | | | | VENDOR TOTAL * | 129.97 | |
| 0005044 INV-0001723925 INV-0001723921 INV-0001723889 INV-0001723926 | TRANSYSTEMS CORP 001487 001488 001486 001489 | | 01 | 11/16/2009 | 110-6041-432.80-15 | PROFESSIONAL ENG | 1,226.51 | |
| | | | 01 | 11/16/2009 | 110-6041-432.80-15 | PROFESSIONAL ENG | 4,432.76 | |
| | | | 01 | 11/16/2009 | 110-6048-513.80-25 | PROFESSIONAL ENG | 13,391.24 | |
| | | | 01 | 11/16/2009 | 310-0089-461.80-26 | PROFESSIONAL ENG | 4,754.87 | |
| | | | | | | VENDOR TOTAL * | 23,805.38 | |
| 0000536 | TREE TOWNS REPROGRAPHICS, 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 |
|---|--|------------|---|--|---|--|---------------------------------|
| 0000536 0000135269 | TREE TOWNS REPROGRAPHICS, INC 000873 | | 01 11/16/2009 | 110-7060-451.60-44 | PANELS/EXHIBIT | 2,173.50 | |
| | | | | | VENDOR TOTAL * | 2,173.50 | |
| 0016711 2501414 | U S BANK 001112 | | 01 11/16/2009 | 405-0000-471.90-25 | ADMIN FEES/ACCT#802546800 | 350.00 | |
| | | | | | VENDOR TOTAL * | 350.00 | |
| 0015470 IN171718 | UNIFORMITY INC 001123 | | 01 11/16/2009 | 110-4020-422.40-62 | UNIFORM SUPPLIES | 104.26 | |
| | | | | | VENDOR TOTAL * | 104.26 | |
| 0002337 194-88 | UNION PACIFIC RAILROAD CO-OMAHA 001485 | | 01 11/16/2009 | 530-0088-503.30-59 | PARKING LOT LEASE/OCT 09 | 2,526.41 | |
| | | | | | VENDOR TOTAL * | 2,526.41 | |
| 0003709 194805 194889 | UNIQUE PRODUCTS & SERV CORP 000999 001393 | | 01 11/16/2009 01 11/16/2009 | 110-6046-418.40-24 110-6047-512.50-16 | SUPPLIES TRK/PARTS PW59 | 437.30 25.70 | |
| | | | | | VENDOR TOTAL * | 463.00 | |
| 0005115 4744 4744 4782 4782 4808 | UNIVERSAL TAXI DISPATCH, INC 001011 001012 001013 001014 001020 | | 01 11/16/2009 01 11/16/2009 01 11/16/2009 01 11/16/2009 01 11/16/2009 | 110-0083-443.60-49 110-0083-443.60-19 110-0083-443.60-49 110-0083-443.60-19 110-0083-443.60-49 | SENIOR CITIZEN TAXI SVC DISABLED CITIZEN TAXI SVC SENIOR CITIZEN TAXI SVC DISABLED CITIZEN TAXI SVC SENIOR CITIZEN TAXI SVC | 185.60 24.20 505.80 42.00 132.10 | |
| | | | | | VENDOR TOTAL * | 889.70 | |
| 0006266 OCT 2009 | UNTOUCHABLE AUTO WASH 001199 | | 01 11/16/2009 | 110-6047-512.50-16 | CAR WASHES | 240.00 | |
| | | | | | VENDOR TOTAL * | 240.00 | |
| 0017465 00005A30E3449 00005A30E3449 | UPS SHIPPER 5A30E3 001359 001360 | | 01 11/16/2009 01 11/16/2009 | 110-4020-422.30-49 110-5030-421.30-49 | SHIPPING FEES SHIPPING FEES | 18.36 6.50 | |
| | | | | | VENDOR TOTAL * | 24.86 | |
| 0000550 10/18-10/31/09 | URICK, EUGENIE 000897 | | 01 11/16/2009 | 110-0086-453.30-52 | CATV PROF SVCS | 828.75 | |
| | | | | | VENDOR TOTAL * | 828.75 | |
| 0016782 S2437123J | USA MOBILITY WIRELESS, INC 001028 | | 01 11/16/2009 | 110-5030-421.30-75 | MONTHLY PHONE | 34.90 | |
| | | | | | VENDOR TOTAL * | 34.90 | |
| 0018316 09-36 | UTILITY DYNAMICS CORP 001495 | | 01 11/16/2009 | 110-6041-432.80-15 | LIGHTING IMPROVEMENTS | 29,596.75 | |
| | | | | | VENDOR TOTAL * | 29,596.75 | |
| 0000555 | VAN SLYKE ENTERPRISES | | | | | | |

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 | |
|--------------------------|------------------------------|------------|-----|-------------------|--------------------|-------------------------|-----------------|---------------------------------|-------|
| 0000555 | VAN SLYKE ENTERPRISES | | | | | | | | |
| OCT 2009 | 001534 | | 01 | 11/16/2009 | 110-3015-414.30-12 | CITY PROPERTY PLANNING | 3,383.33 | | |
| OCT 2009 | 001535 | | 01 | 11/16/2009 | 310-0089-461.30-52 | TIF I | 2,975.00 | | |
| OCT 2009 | 001536 | | 01 | 11/16/2009 | 320-0090-462.30-52 | TIF II | 66.67 | | |
| OCT 2009 | 001537 | | 01 | 11/16/2009 | 325-0092-465.30-12 | TIF III | 58.33 | | |
| VENDOR TOTAL * | | | | | | | 6,483.33 | | |
| 0000559 | VIKING AWARDS | | | | | | | | |
| 5552 | 001025 | | 01 | 11/16/2009 | 110-5030-421.40-98 | PLAQUE/ENGRAVING | 90.00 | | |
| VENDOR TOTAL * | | | | | | | 90.00 | | |
| 0014891 | VILLA PARK ACE | | | | | | | | |
| 215876/2 | 000006 | | 01 | 11/05/2009 | 510-6057-502.50-01 | BLDG 6 VALVE REPL | CHECK #: | 129900 | 25.19 |
| VENDOR TOTAL * | | | | | | | .00 | 25.19 | |
| 0000560 | VILLA PARK ELECTRICAL SUPPLY | | | | | | | | |
| 01730862 | 001479 | | 01 | 11/16/2009 | 110-4020-422.50-01 | DOOR REPAIR | 16.46 | | |
| 01729068 | 001483 | | 01 | 11/16/2009 | 110-5030-421.50-01 | LAMP | 123.95 | | |
| 01731484 | 001477 | | 01 | 11/16/2009 | 110-6044-435.40-98 | STOCK | 280.26 | | |
| 01730046 | 001482 | | 01 | 11/16/2009 | 110-6044-435.50-21 | COUPLING | 109.02 | | |
| 01730481 | 001484 | | 01 | 11/16/2009 | 110-6044-435.40-98 | DUCT SEAL | 21.49 | | |
| 01730796 | 001478 | | 01 | 11/16/2009 | 110-6046-418.50-01 | BREAKER/DRYWALL RING | 43.34 | | |
| 01731307 | 001480 | | 01 | 11/16/2009 | 110-6046-418.50-01 | SUPPLIES | 45.74 | | |
| 01730667 | 001481 | | 01 | 11/16/2009 | 110-6046-418.50-01 | BALLAST KIT | 127.77 | | |
| 01730428 | 001179 | | 01 | 11/16/2009 | 530-0088-503.50-14 | LAMPS | 80.40 | | |
| 01730283 | 001543 | | 01 | 11/16/2009 | 530-0088-503.80-98 | MISCELLANEOUS EQUIP | 27.32 | | |
| 01730837 | 001544 | | 01 | 11/16/2009 | 530-0088-503.80-98 | MISCELLANEOUS EQUIP | 96.03 | | |
| VENDOR TOTAL * | | | | | | | 971.78 | | |
| 0001178 | VILLA PARK OFFICE EQPT | | | | | | | | |
| 31575 | 001175 | | 01 | 11/16/2009 | 110-6046-418.50-01 | DRAWER | 79.00 | | |
| VENDOR TOTAL * | | | | | | | 79.00 | | |
| 0006605 | VILLAGE OF BOLINGBROOK | | | | | | | | |
| 11/18/09 | 001145 | | 01 | 11/02/2009 | 110-5030-421.60-11 | SLEAP MEETING/TRAINING | CHECK #: | 129881 | 10.00 |
| 11/18/09 | 001146 | | 01 | 11/02/2009 | 110-5030-421.60-11 | SLEAP MEETING/TRAINING | CHECK #: | 129881 | 10.00 |
| VENDOR TOTAL * | | | | | | | .00 | 20.00 | |
| 0013353 | VWR INTL INC | | | | | | | | |
| 39888113 | 000779 | | 01 | 11/16/2009 | 510-6057-502.40-25 | LAB SUPPLIES | 399.16 | | |
| VENDOR TOTAL * | | | | | | | 399.16 | | |
| 0016501 | WARP, CHRIS | | | | | | | | |
| 479 COTTAGE HIL001009 | | | 01 | 11/16/2009 | 110-6041-432.30-55 | REAR YARD DRAIN PROGRAM | 1,000.00 | | |
| VENDOR TOTAL * | | | | | | | 1,000.00 | | |
| 0015717 | WENTWORTH TIRE-BENSENVILLE | | | | | | | | |
| 481571 | 001373 | | 01 | 11/16/2009 | 110-6047-512.50-20 | TIRES/E-10 | 402.64 | | |
| 481580 | 001374 | | 01 | 11/16/2009 | 110-6047-512.50-20 | TIRE DISPOSAL | 36.75 | | |

BANK: 01

| VEND NO | VENDOR NAME | INVOICE NO | VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT OR HAND-ISSUED AMOUNT |
|------------|--------------------------------|------------|------------|---------|-----|----------------|--------------------|--------------------------|-----------------|---------------------------|
| 0015717 | WENTWORTH TIRE-BENSENVILLE | | | | | | | | | |
| | | | | | | | | VENDOR TOTAL * | 439.39 | |
| 0000573 | WEST AUTOMOTIVE SERVICE INC | | | | | | | | | |
| 42687 | 001063 | | | | 01 | 11/16/2009 | 110-5030-421.60-27 | BODY WORK | 640.72 | |
| 42691 | 001064 | | | | 01 | 11/16/2009 | 110-5030-421.60-27 | BODY WORK | 64.96 | |
| | | | | | | | | VENDOR TOTAL * | 705.68 | |
| 0000576 | WEST SUBURBAN OP, INC. | | | | | | | | | |
| 93180 | 001119 | | | | 01 | 11/16/2009 | 110-4020-422.60-25 | POSTER PAPER | 137.15 | |
| 93035 | 001120 | | | | 01 | 11/16/2009 | 110-4020-422.40-98 | FOLDERS | 66.88 | |
| 93503 | 001085 | | | | 01 | 11/16/2009 | 110-5030-421.40-33 | SUPPLIES | 70.91 | |
| 90754 | 001216 | | | | 01 | 11/16/2009 | 110-5030-421.40-33 | DESK PAD/MONTHLY PLANNER | 28.44 | |
| 93611 | 001523 | | | | 01 | 11/16/2009 | 110-5030-421.40-33 | SUPPLIES | 160.92 | |
| 91331 | 001157 | | | | 01 | 11/16/2009 | 110-6040-431.40-33 | MINI SORTER | 16.20 | |
| 93259 | 001502 | | | | 01 | 11/16/2009 | 110-7060-451.40-33 | PENS/RULER | 15.24 | |
| | | | | | | | | VENDOR TOTAL * | 495.74 | |
| 0004668 | WEST TOWN REFRIGERATION | | | | | | | | | |
| 184685 | 001087 | | | | 01 | 11/16/2009 | 110-5030-421.30-98 | MONTHLY MAINT FEE | 500.00 | |
| | | | | | | | | VENDOR TOTAL * | 500.00 | |
| 0008459 | WESTMONT INTERIOR SUPPLY HOUSE | | | | | | | | | |
| W33365 | 001180 | | | | 01 | 11/16/2009 | 110-6046-418.50-01 | TRACK/STUD/CLIP | 70.90 | |
| | | | | | | | | VENDOR TOTAL * | 70.90 | |
| 0015020 | WHITE KNIGHT DETAIL | | | | | | | | | |
| 10/20/2009 | 001062 | | | | 01 | 11/16/2009 | 110-5030-421.60-27 | DETAILING SVCS | 90.00 | |
| 10/21/09 | 000810 | | | | 01 | 11/16/2009 | 110-6047-512.50-02 | PD-28 NEW | 90.00 | |
| | | | | | | | | VENDOR TOTAL * | 180.00 | |
| 0016356 | WILLIAMS ARCHITECTS | | | | | | | | | |
| 0013566 | 001500 | | | | 01 | 11/16/2009 | 110-7060-451.80-23 | PROF SVCS/CHURCHVILLE | 72.95 | |
| | | | | | | | | VENDOR TOTAL * | 72.95 | |
| 0005674 | WINKLER'S TREE SERVICE INC | | | | | | | | | |
| 40628 | 001003 | | | | 01 | 11/16/2009 | 110-6043-434.30-88 | DED TREE REMOVAL | 992.12 | |
| | | | | | | | | VENDOR TOTAL * | 992.12 | |
| 0010931 | WORLD FUEL SERVICES | | | | | | | | | |
| 263198 | 001006 | | | | 01 | 11/16/2009 | 110-6047-512.40-19 | GASOLINE | 16,834.07 | |
| | | | | | | | | VENDOR TOTAL * | 16,834.07 | |
| 0000582 | ZENGENS INC | | | | | | | | | |
| 1216788-1 | 000010 | | | | 01 | 11/05/2009 | 110-6047-512.40-53 | REPLACE BROKEN PLUG | CHECK #: 129858 | 5.21- |
| 1216788-1 | 000010 | | | | 01 | 11/05/2009 | 110-6047-512.40-53 | REPLACE BROKEN PLUG | CHECK #: 129898 | 5.21 |
| 1217409-1 | 000350 | | | | 01 | 11/05/2009 | 110-6047-512.40-53 | HEAT GUN | CHECK #: 129858 | 98.80- |
| 1217409-1 | 000350 | | | | 01 | 11/05/2009 | 110-6047-512.40-53 | HEAT GUN | CHECK #: 129898 | 98.80 |
| 1217582-1 | 000351 | | | | 01 | 11/05/2009 | 110-6047-512.40-53 | BENCH GRINDER | CHECK #: 129858 | 364.40- |

BANK: 01

| VEND NO | VENDOR NAME | | | | | | | | |
|------------|--------------------------------|---------|-----|----------------|--------------------|-------------------------|-----------------|---------------------------|--|
| INVOICE NO | VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT OR HAND-ISSUED AMOUNT | |
| 0000582 | ZENGER'S INC | | | | | | | | |
| 1217582-1 | 000351 | | 01 | 11/05/2009 | 110-6047-512.40-53 | BENCH GRINDER | CHECK #: 129898 | 364.40 | |
| 1217584-1 | 000352 | | 01 | 11/05/2009 | 110-6047-512.40-53 | SHOP TOOL REPAIR | CHECK #: 129858 | 10.66- | |
| 1217584-1 | 000352 | | 01 | 11/05/2009 | 110-6047-512.40-53 | SHOP TOOL REPAIR | CHECK #: 129898 | 10.66 | |
| 1218275-1 | 001467 | | 01 | 11/16/2009 | 110-6047-512.50-16 | RIVET TOOL | 15.99 | | |
| 1218315-1 | 001468 | | 01 | 11/16/2009 | 110-6047-512.50-16 | HACKSAW BLADES | 27.12 | | |
| 1217545-1 | 000605 | | 01 | 11/05/2009 | 510-6052-501.40-98 | PIPE WRENCH | CHECK #: 129858 | 98.25- | |
| 1217545-1 | 000605 | | 01 | 11/05/2009 | 510-6052-501.40-98 | PIPE WRENCH | CHECK #: 129898 | 98.25 | |
| 159430 | 000606 | | 01 | 11/05/2009 | 510-6056-502.40-29 | SEWER REPAIR MATERIAL | CHECK #: 129858 | 220.00- | |
| | | | | | | VENDOR TOTAL * | 43.11 | 220.00- | |
| 0000583 | ZEP SALES & SERVICE | | | | | | | | |
| 30402400 | 001250 | | 01 | 11/16/2009 | 110-6046-418.40-24 | SUPPLIES | 171.04 | | |
| | | | | | | VENDOR TOTAL * | 171.04 | | |
| 0000585 | ZIEBELL WATER SERVICE PRODUCTS | | | | | | | | |
| 206643-000 | 000882 | | 01 | 11/16/2009 | 510-6052-501.40-07 | WATER MAIN PIPE | 989.53 | | |
| | | | | | | VENDOR TOTAL * | 989.53 | | |
| | | | | | | HAND ISSUED TOTAL *** | | 6,906.62 | |
| | | | | | | TOTAL EXPENDITURES **** | 1,019,452.83 | 6,906.62 | |
| | | | | | | ***** | | 1,026,359.45 | |
| | | | | | | GRAND TOTAL ***** | | | |



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

October 28, 2009

To: Members of the City Council

Re: Reappointment to the Senior Citizens Commission – Anton Debevetz

With your advice and consent, I will reappoint Anton Debevetz to the Senior Citizens Commission for terms to expire April 30, 2012.

Respectfully yours,

Peter P. DiCianni III
Mayor

TDM/ds

**Copies To All
Elected Officials**

10-29-09
11-12-09

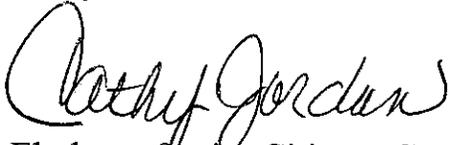
October 21, 2009

Dear Mayor Di Cianni:

The following commissioner's term has expired and he would like to be reappointed to the Senior Citizens Commission. I respectfully ask that you consider reappointing Anton Debevets to our commission for another term. Anton has been an asset and brings invaluable expertise to the Commission.

Thank you for your time and consideration in this matter and if you have any questions regarding the above request, please feel free to contact me.

Sincerely,
Cathy Jordan, Chairman

A handwritten signature in cursive script that reads "Cathy Jordan". The signature is written in black ink and is positioned above the typed name.

Elmhurst Senior Citizens Commission



CITY OF ELMHURST

209 NORTH YORK STREET
ELMHURST, ILLINOIS 60126-2759
(630) 530-3000
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Eren
PETER "PETE" DICIANNI
MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

November 9, 2009

To: Mayor DiCianni and Members of the City Council

Re: Off-Site Parking Lot Use

In an effort to address opportunities relative to efficient land use, green initiatives, and proper environmental stewardship, it is respectfully requested that the City Council authorize the Development, Planning and Zoning Committee to discuss and consider the use of off-site parking lots for institutions. Currently such uses are technically not permitted and to allow the use a Zoning Ordinance text amendment would have to be approved that would allow, under certain conditions and upon approval of a Conditional Use Permit, the use of off-site parking lots for appropriate institutions.

Therefore it is respectfully requested that the City Council authorize the Development, Planning and Zoning Committee to consider this and to then forward their recommendation back to the City Council for consideration.

Respectfully submitted,

Thomas P. Borchert
City Manager

/pd

**Copies To All
Elected Officials**

11-12-09



CITY OF ELMHURST

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CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

November 9, 2009

To: Mayor DiCianni and Members of the City Council

Re: Community Bank of Elmhurst 4 on the 4th – 2010 Run

It is respectfully requested that the attached request from the Community Bank of Elmhurst for a permit to hold the 2010 running of the Community Bank of Elmhurst 4 on the 4th be referred to the Public Affairs and Safety Committee for review and recommendation back to the City Council.

Respectfully submitted,

Thomas P. Borchert
City Manager

TPB/ds
Attachment

**Copies To All
Elected Officials**
11-12-09

Mr. Tom Borchert
City of Elmhurst, City Manager
209 N. York St.
Elmhurst, IL. 60126



November 3, 2009

Dear Mr. Borchert:

Please accept this application for permit for the 2010 running of the **Community Bank of Elmhurst 4 on the 4th**. I understand events such as this require approval from the Public Affairs and Safety Committee. Preliminary discussion has taken place with Sgt. Michael Burroughs of the Elmhurst Police Department. Details are as follows:

Host:Elmhurst Running Club, Inc.

Title Sponsor: Community Bank of Elmhurst

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

Date:Saturday, July 3, 2010 (NOT July 4 because it is a Sunday)

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

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

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

Race Courses: See attached.

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

The only change we anticipate from last year is the number of finishers. Last year, we had 800-plus, but because we are on the Chicago Area Runners Association competitive circuit, we expect more. We will cap race registration at 1,000 in the 4-mile to avoid crowding or unsafe conditions.

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

Please let me know if you have any questions. Thank you in advance.

Sincerely,

Bob

Bob Richards
Community Bank of Elmhurst 4 on the 4th Co-director
421 S. Euclid Ave, Villa Park, IL 60181
630-832-1765/ 630-269-4872- mobile

www.4on4th.com

www.elmhurst-runners.com

info@elmhurst-runners.com



Elmhurst Running Club, Inc.

2010 Community Bank of Elmhurst 4 on the 4th

(July 3, not July 4 because of Sunday morning worship services on July 4, 2010)

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

(estimated mileage markers)

START is at the driveway just south of the college gate on Prospect Ave.

North on Prospect to Park

East on Park to Cottage Hill

South on Cottage Hill to Harbour Terrace

East on Harbour Terrace to York (Mile 1: Just before York)

North on York to Palmer (underpass)

North on Palmer to York

North on York to the end of the Marathon Station. (Mile 2: Just past Hahn St.)

Conduct 180-degree turn now heading south on York

North on York to Schiller

East on Schiller to Palmer

South on Palmer (underpass) to York

South on York to Elmwood Terrace (Mile 3: Just before Elmwood)

West on Elmwood Terrace to Cottage Hill

North on Cottage Hill to Park

West on Park to Prospect

South on Prospect to **FINISH at war memorial** (Mile 4)

Note: residential streets can be reopened as soon as the last runner goes by.

- Harbour Terrace within 20 minutes;
- Elmwood Terrace within 45 minutes.

Kids' Race

(estimated 1K)

START is at Elmhurst College gates.

North on Prospect until just before Park St.

Conduct 180-degree turn now heading south on Prospect

(Cones to divide northbound and southbound runners.)

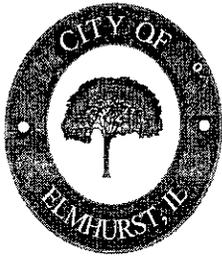
South on Prospect to **FINISH at war memorial** (1K)

Barricade List

Community Bank of Elmhurst 4 on the 4th 2010

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

44 total barricades, 140 cones, 14 recycling containers. Last year, race volunteers picked up cones and returned them. City dropped off recycling containers, and volunteers returned them.



CITY OF ELMHURST

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

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

November 9, 2009

To: Mayor DiCianni and Members of the City Council

Re: Intergovernmental Agreement Establishing the Northern Illinois Municipal Gas Franchise Consortium

It is respectfully requested that the City of Elmhurst join the Northern Illinois Municipal Gas Franchise Consortium and that the City Council authorize the Finance, Council Affairs and Administrative Services Committee to review this ongoing effort and make a recommendation back to the City Council for consideration.

Respectfully submitted,

Thomas P. Borchert
City Manager

TPB/ds
Attachment
Pages 1 & 2

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Elected Officials**
11-12-09

[Template approval ordinance]

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE NORTHERN ILLINOIS MUNICIPAL GAS FRANCHISE CONSORTIUM

WHEREAS, by granting a natural gas franchise to [name of utility] (the "Utility"), the [Village/City], makes natural gas and related facilities and utilities available to the [Village's/City's] residents, businesses, and land owners; and

WHEREAS, the [Village's/City's] current franchise agreement with the Utility [expired/will expire] on [date of expiration] (the "Existing Franchise Agreement"); and

WHEREAS, the Existing Franchise Agreement provides the terms and conditions under which the Utility utilizes the [Village's/City's] public rights-of-way in the provision of natural gas; and

WHEREAS, it is in the best interests of the [Village/City] and its residents, businesses, and land owners to negotiate and enter into a new franchise agreement with the Utility that includes all of the standard and necessary terms, provisions, and protections, plus modern provisions and protections such as energy efficiency provisions that require not only levels of efficiencies on the part of utilities, but also energy audits and other conservation-related services from the Utility; and

WHEREAS, a number of northern Illinois municipalities plan to create a consortium of participating municipalities to cooperate and jointly prepare and negotiate a model franchise agreement for natural gas with the Utility and with other utilities that serve these northern Illinois municipalities; and

WHEREAS, participating in this joint effort will give the [Village/City] greater negotiating power with the natural gas utilities and will reduce the cost to the [Village/City] of drafting, negotiating, and finalizing a new gas franchise agreement; and

WHEREAS, a steering committee of the participating municipalities has prepared an intergovernmental agreement that will establish the "Northern Illinois Municipal Natural Gas Franchise Consortium" (the "Consortium") for the purpose of preparing and negotiating a model franchise agreement for natural gas utilities; and

WHEREAS, the Corporate Authorities of the [Village/City] have determined that it is in the best interests of the [Village/City] to approve and authorize the execution of the intergovernmental agreement and become a member of the Consortium pursuant to the terms of the agreement;

NOW, THEREFORE, BE IT ORDAINED BY THE [PRESIDENT/MAYOR] AND [BOARD OF TRUSTEES/CITY COUNCIL] OF THE [VILLAGE/CITY] OF [NAME OF MUNICIPALITY], _____ COUNTY, ILLINOIS, as follows:

Section 1. Recitals.

The foregoing recitals are incorporated into this Ordinance as the findings of the [Board of Trustees/City Council] of the [Village/City].

Section 2. Approval of Intergovernmental Agreement.

The "Intergovernmental Agreement Establishing the Northern Illinois Municipal Gas Franchise Consortium," in form and substance substantially the same as Exhibit A to this Ordinance (the "Intergovernmental Agreement"), is hereby approved.

Section 3. Authorization to Execute the Agreement.

The [President/Mayor] and the [Village/City] Clerk are authorized and directed to execute and attest the Intergovernmental Agreement on behalf of the [Village/City].

Section 4. Effective Date.

This Ordinance shall be effective following passage by the [Board of Trustees/City Council] of the [Village/City] in the manner required by law.

PASSED this ___ day of _____, 2009, by vote of the [Board of Trustees/City Council] of the [Village/City] of [name of municipality], as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this ___ day of _____, 2009.

[Village/City] [President/Mayor]

ATTEST:

Village Clerk
8936297_v1



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THOMAS P. BORCHERT
CITY MANAGER

November 9, 2009

TO: Mayor DiCianni and Members of the City Council

RE: Levee Improvement Project – Proposal for Engineering Services

The Public Works and Buildings Committee met on Monday, November 9, 2009 to discuss a proposal received from Engineering Resources Associates, Inc. (ERA) for the design and construction engineering for the improvements necessary to have the Elmhurst levee certified by the Federal Emergency Management Agency (FEMA). The proposal from ERA is for \$167,040.

The City owns and maintains a levee which was constructed in early 1990's to combat a repeat of the 1987 flooding event. The levee system includes embankments, flood walls, and interior drainage systems, all working together to protect the area that would otherwise be inundated by the 100 year flood. There are four segments in the Elmhurst levee system totaling approximately 7,000 lineal feet and five storm water pumping stations to evacuate drainage behind the levee. The National Levee Safety Act of 2007 requires that all levees be certified in order to be mapped as a FEMA accredited levee.

Failure to get the Elmhurst levee certified will result in FEMA no longer recognizing it. Consequently, FEMA will remap southwest Elmhurst as though the levee did not exist. This would force approximately 1,400 Elmhurst residents back into the designated flood plain and all of those homeowners would be subject to the regulations that come with being in a flood plain. This includes the mandatory purchase of flood insurance.

On April 9, 2009 the City approved an engineering services agreement with ERA to perform a thorough analysis of the existing berm to catalog any deficiencies or work necessary for the berm to be accredited. On August 24, 2009, ERA submitted their levee certification status report outlining the deficiencies identified. The current proposal from ERA is to perform design and construction inspection of the improvements necessary to have the levee certified. The City is required to have all improvements designed, bid out, constructed with as-built drawings complete and a levee certification report submittal to FEMA by July 1, 2010.

ERA is a well respected firm in the field of hydraulics and hydrology and is one of the few firms in the region that has actually performed a levee certification previously. ERA

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11-12-09

Page 2

TO: Mayor DiCianni and Members of the City Council

RE: **Levee Improvement Project – Proposal for Engineering Services**

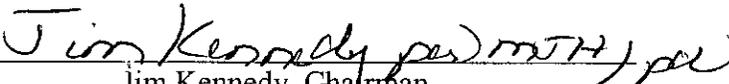
has performed similar work for the City of Elmhurst in the past and has performed in a satisfactory manner. ERA's hourly rates and overheads have been compared to rate and overhead charges from other professional engineering companies for similar services are found to be very competitive.

Funds for this work are provided for in Account Number 305-6041-432-80-22 in the amount of \$200,000.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the proposal from ERA to perform engineering services to design and oversee construction of the projects necessary to allow for the certification of the Elmhurst levee in the amount of \$167,040 be accepted and that a resolution authorizing this contract be prepared.

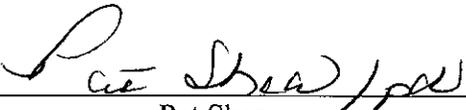
Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE

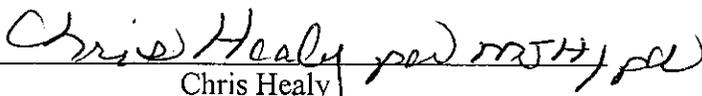


Jim Kennedy, Chairman

Michael Bram, Vice Chairman



Pat Shea



Chris Healy



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CITY MANAGER

November 9, 2009

TO: Mayor DiCianni and Members of the City Council

RE: Power Mart - Request for Liquor License

The Public Affairs and Safety Committee met on Monday, October 26th and under the category "Other Business" reviewed the request by Power Mart, located at 572 West Lake Street for a liquor license. The Public Affairs and Safety Committee met again on November 9th to further discuss this request to permit the sale of packaged liquor, including high end liquor as well and beer and wine.

Mr. Luke Casson, a representative of Power Mart presented an overview of Power Mart's business plan and request for a "CBW" liquor license. The Power Mart will employ 13 full-time employees and additional employees in the summer. The central store will be staffed with professional managers during all hours of operations, separate from all other operational functions. In addition, the site will serve as a central training facility for all of Power Mart's retail operations. The structure contains state-of-the-art audio and video with live streaming capabilities, and waste recycling recapture.

Mr. Casson explained that the sale of liquor would be in a separate enclosed secure area with its own cashier specifically for the sale of liquor and would not be responsible for the sale of gas.

During the discussion on October 26th, the Committee expressed reservations and concern regarding allowing a business of this type to sell liquor. The discussion then focused on the creation of a license unique to this type of business, to include the sale of beer, wine and spirits with a dedicated cashier and cash register. Initially a liquor license to allow for the sale of beer and wine would be created and the business would be monitored and evaluated for a period of time before deciding on a license to include the sale of spirits. Alderman Wagner and Chief Neubauer conducted site visits at the Elmhurst location and other Power Mart locations currently operating with the sale of alcohol. As a result of the site visits, the following recommendations are suggested:

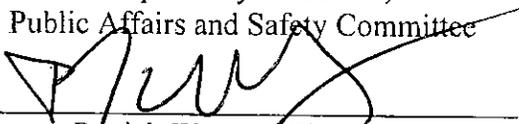
- The cash register that rings up alcohol be 10' away from any cash register that rings up gas.
- The alcohol cash register is incapable of ringing up gas.
- Limit floor displays of beer/wine to be kept away from the entrance.
- Prohibit half pints and pints.
- Prohibit individual 24 oz. and larger beers and malts.
- Prohibit alcohol sales from their drive through window.
- The store floor area can be no less than 3200 sq/ft in size

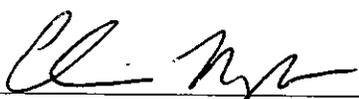
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11-12-09

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 liquor license for the sale of beer and wine for Power Mart with the recommendations as listed above.

Respectfully submitted,
Public Affairs and Safety Committee


Patrick Wagner, Chairman


Chris Nybo, Vice Chairman


Paula Pezza

Agenda/pa&s/2009 reports/Power Mart Liquor License Request

**PUBLIC AFFAIRS &
SAFETY COMMITTEE**

Mayor TPB
Kupp Subauer

11-05-09



Power Mart Corporation
2125 Ogden Avenue
Downers Grove, Illinois 60523
Phone: (866) POWRMRT
Fax: (630) 954-2174

October 22, 2009

INFO

Thomas P. Borchert
City Manager
209 N. York St.
Elmhurst, IL 60126
Attn: Erin VanDeWalle
Erin.vandewalle@elmhurst.org

Re: Power Mart Liquor License Application

Dear Mr. Borchert:

Power Mart-Elmhurst is a unique opportunity in Elmhurst and will serve as a model for redevelopment of underused properties and a prototype for the integration of quality gourmet grocery and hybrid fuels throughout the region and the State of Illinois. Power Mart is committed to finding underused properties in good communities like Elmhurst to do business in. The Power Mart business model is unique in that it integrates gourmet grocery, fresh baked goods and fresh produce with other necessities. We offer the benefits of a quality high-end retailer with the efficiency and convenience of a neighborhood grocery. .

In compliance with the regulations provided by the City of Elmhurst, we are requesting that the City add the liquor licenses to the Municipal Code in the following classifications: "CBW". The Power Mart-Elmhurst site is located at 572 West Lake St. This site will employ 13 full-time employees and additional employees in the summer. The central store will be staffed with professional managers during all hours of operation, separate from all other operational functions. In addition, the site will serve as a central training facility for all of Power Mart's retail operations. The structure contains state-of-the-art audio and video with live streaming capabilities, and waste recycling and recapture.

We have attached a revised floor plan for your review. Alcohol sales have been placed in discrete, low traffic areas of the store and comprise less than 12% of gross square footage. The Power Mart facility is designed as an "egg shell" and, therefore, there will be minimal window signage and no floor displays at all. The granting of the requested license is critical and necessary to the successful operation of the site, will attract significant tax revenues for the City of Elmhurst and will provide much needed services to the surrounding community.

Thank for consideration of our request. Please direct any questions or comments to Luke A. Casson at 773.251.9309.

Respectfully,

Luke A. Casson

**PUBLIC AFFAIRS &
SAFETY COMMITTEE**

10/22/09



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THOMAS P. BORCHERT
CITY MANAGER

November 9, 2009

To: Mayor DiCianni and Members of City Council

Re: **26th Annual Dan Gibbons Turkey Trot
Parade Permit Request**

The Public Affairs and Safety Committee met on November 9, 2009 to discuss the request by the Dan Gibbons Turkey Trot Committee for a parade permit for the 26th Annual Dan Gibbons Turkey Trot to be held on Thanksgiving Day, November 26, 2009.

The event will commence at 9:00 a.m. on November 26, 2009 at York Road and Vallette Street. As in years past, traffic control will be provided by the Elmhurst Police Department.

Riley's Gathering Place and Spring Inn will coordinate the Operations Tent beverage station. Security will be provided at both exits of this tent to ensure that alcoholic beverages sold will remain in the enclosed area. Riley's and Spring Inn will provide Basset trained bartenders and the Operations Tent will be open at 7:00 a.m. and close at 12:00 p.m. They will be serving beer, wine and Bloody Mary's, along with pop and water. Proof of appropriate insurance will be provided.

On November 26, 2009, the intersection of York and Vallette will be closed at 5:00 a.m., with the remainder of the route being closed at approximately 8:00 a.m. and reopening at 12:00 noon.

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

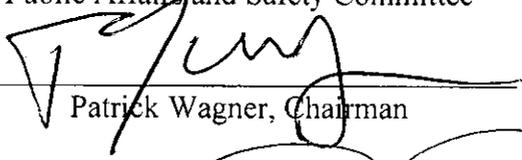
The Committee felt that this was beneficial event for the City and the proceeds will benefit the Chicago Anti-Hunger Federation, DuPage PADS and the United Community Concerns Organization.

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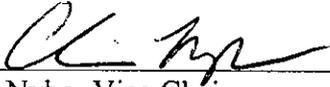
11-12-09

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Council authorize the City Manager to issue a parade permit for the 26th Annual Dan Gibbons Turkey Trot to be held on Thanksgiving Day, November 26, 2009. from 5:00 a.m. until 12:00 p.m.

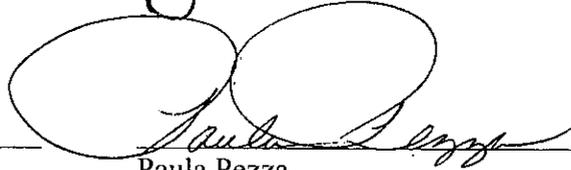
Respectfully submitted,
Public Affairs and Safety Committee



Patrick Wagner, Chairman



Chris Nybo, Vice Chairman



Paula Pezza

Pa&s/2009reports/2009 Turkey Trot

**PUBLIC AFFAIRS &
SAFETY COMMITTEE**
Mayor TPB
Kapp Neubauer
10-05-09



CITY OF ELMHURST

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CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

November 10, 2009

To: Mayor DiCianni and Members of the City Council

Re: Sewerage Treatment Rate for Illinois American Water Company

On November 17, 1975, the City of Elmhurst entered into an agreement with Illinois American Water Company, formerly Citizen's Utility Company of Illinois, for the treatment of sewerage delivered by said company to the North Elmhurst Pumping Station at a rate to be established by resolution. The agreement also requires periodic review of the sewerage treatment rate charged Illinois American Water Company.

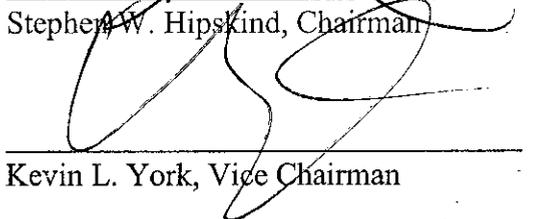
The Finance, Council Affairs and Administrative Services Committee met November 9, 2009 to review the current rate and have determined by cost analysis that a rate of \$2.643 per thousand gallons for treatment of sanitary sewerage from the Illinois American Water Company system is an adequate and equitable charge.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council approve the new rate of \$2.643 per thousand gallons of sewerage delivered by Illinois American Water Company, and authorize the City Attorney to prepare the appropriate resolution.

Respectfully submitted,
FINANCE, COUNCIL AFFAIRS AND
ADMINISTRATIVE SERVICES
COMMITTEE



Stephen W. Hipskind, Chairman



Kevin L. York, Vice Chairman



Mark A. Mulliner

Diane Gutenkauf
FINANCE, COUNCIL AFFAIRS &
ADMINISTRATIVE SERVICES COMMITTEE

ILAmericanWaterCoRateRept

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Mayor 11-5-09 Gaston
Treasurer Trosvien
Borchert

CITY OF ELMHURST
ILLINOIS AMERICAN WATER COMPANY RATE CALCULATION
NOVEMBER 2009

Rate for sewage conveyance and treatment from unincorporated DuPage County Country Club Highlands Subdivision.

| <u>DESCRIPTION</u> | <u>FISCAL YEAR ENDED</u> <u>APRIL 30, 2009</u> | |
|--|---|-----------------------|
| Wastewater Treatment Plant | \$ | 2,370,908 |
| Maintenance of Sewers (25% of \$800,982) | \$ | 200,246 (1) |
| Administration (50% of \$1,225,402) | \$ | <u>612,701</u> (2) |
| Subtotal | \$ | 3,183,855 |
| Correction $\$3,183,855 \times 1.1 =$ | \$ | 3,502,241 (3) |
| Depreciation | \$ | <u>1,502,344</u> |
| Total | \$ | <u>5,004,585</u> |
| Yearly Sanitary Flows | 1,893,255,000 gallons | (4) |
| Cost/1000 gallons | \$ <u>5,004,585</u> 1,893,255 | \$ 2.643/1000 gallons |

- (1) Ratio of trunk and force main services to collector sewers, 25%.
- (2) Ratio of administration time spent on trunk sewers and sewage treatment to total administration, 50%.
- (3) Cost plus 10% for direct payment for services by governmental agency vs. private utility subject to taxes and profit.
- (4) Yearly sanitary sewer flow as follows:
2008 Water Audit Report 4.3225 mgd x 1.2 correction for I/I =
5.187 mgd x 365 days = 1,893,255,000



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THOMAS P. BORCHERT
CITY MANAGER

November 10, 2009

TO: Mayor DiCianni and Members of the City Council

RE: Case Number 09 P-08/City of Elmhurst Zoning Ordinance Text Amendments

A request by the Elmhurst City Council, as Applicant, to amend the Elmhurst Zoning Ordinance Chapter 11, Section 11.6j, for the purpose of amending "Private Sales Signs", and Section 11.6l, for the purpose of amending "Real Estate Signs" to include "Open House Signs".

The Development, Planning and Zoning Committee met on October 26, 2009 and again on November 9, 2009, to review the application and details regarding this request. The Committee reviewed applicable sections of the Zoning Ordinance, and the transcript of the public hearing.

The City of Elmhurst, as applicant, is requesting amendments to the Zoning Ordinance that would allow both "Private Sale" (Garage Sale) signs as well as "Open House" signs to be located in the parkway in all zoning districts on a limited basis.

Garage Sale Signs

The following proposed Zoning Ordinance text amendment would allow an additional "Private Sale" ("Garage Sale") sign on the City of Elmhurst right-of-way (parkway) provided that they are not erected more than 24 hours prior to the sale, and removed within 12 hours after the sale is completed. (The proposed additional text is shown in **bold letters**.)

Section 11.6j *Private Sale Signs - Such signs shall be no more than six square feet in area, shall be located entirely on the premises where such sale is to be conducted, shall be clearly marked with the telephone number of the person responsible for the removal of such sign, shall be erected not more than 24 hours before such sale, and shall be removed within 24 hours following the conclusion of such sale. No such sign shall be higher than four feet above grade nor closer to any lot line than six feet. **Notwithstanding provisions of this Ordinance to the contrary, residential garage sales may also have an additional sign, no more than six square feet in area, placed in the City right of way not more than 24 hours before such sale, and shall be removed within 12 hours following the conclusion of such sale. Such sign will not be placed in an area that obstructs the vision of motorists or pedestrians at street intersections. The following additional restrictions apply:***

- 1) *A maximum of three (3) private sale signs for a private sale at any given premises may be placed on public parkways and/or on private property with the consent of the property owner. A maximum of one (1) private sale sign for a private sale at any given premises may be placed at a single intersection.*
- 2) *A maximum of three (3) private sale signs may be placed on public parkways or on private property at a single intersection.*

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11-12-09

Real Estate Open House Signs

The following proposed Zoning Ordinance text amendment would allow additional "Open House" (Real Estate) signs on the City of Elmhurst right-of-way (parkway) on Saturdays and Sundays provided that they are not erected prior to 9A.M. and are removed by 6P.M. on the day the open house is conducted. (The proposed text is shown in **bold letters**.)

Section 11.61 Real Estate Signs

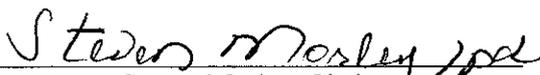
a. **Off-Premises Real Estate Open House Directional Signs:**

1. **Open house directional signs may not exceed six (6) square feet in area per sign face and may not exceed four (4) feet in height above grade. Such signs must be professionally designed and lettered.**
2. **Notwithstanding provisions of this Ordinance to the contrary, open house directional signs may be placed on public parkways, and/or on private property with the consent of the property owner, on Saturday and Sunday between nine o'clock (9:00) A.M. and six o'clock (6:00) P.M.**
3. **No attention-getting device, e.g. balloons, banners, flashing lights, etc., may be attached to an open house directional sign or placed on parkways or on private property to draw attention to the sign.**
4. **Each open house directional sign must have attached to it by adhesive label, tag or other means the name, business address and business telephone number of the person responsible for the placement and removal of the sign.**
5. **A maximum of four (4) open house directional signs for an open house for any given premises may be placed on public parkways, and/or on private property with the consent of the property owner.**
6. **A maximum of three (3) open house directional signs may be placed on public parkways or on private property at a single intersection. Such sign shall not interfere with any vehicle driver's line of vision.**

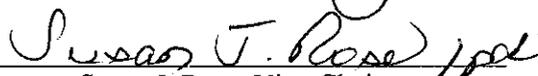
The DPZ Committee noted that these revisions bring the Zoning Ordinance in line with typical standard practice, would not result in a negative visual impact in the community, and would establish adequate controls to minimize visual obstructions.

Therefore, the Development, Planning and Zoning Committee recommends approval of the requested text amendments. The City Attorney is hereby directed to prepare the necessary documents for City Council approval.

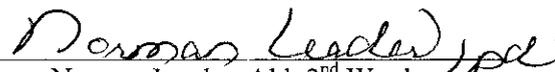
Respectfully submitted,
DEVELOPMENT PLANNING AND ZONING COMMITTEE



Steven Morley, Chair



Susan J. Rose, Vice-Chair



Norman Leader, Ald. 2nd Ward

Eren

O - 45 - 2009

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

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

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

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

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

| <u>Vehicle</u> | <u>Vin Number</u> | <u>Case Number</u> |
|--|-------------------|--------------------|
| 1995 Oldsmobile Achieva 4 dr. Purple | 1G3NL55M4SM331374 | #09-MR1045 |
| 1999 Dodge Conversion Van Green/Silver | 2B6HB11Y6XK554597 | #09-MR1002 |
| 2001 Chevrolet Cavalier 2 dr. Silver | 1G1JC124817241744 | #09-MR1044 |

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

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

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

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

Approved this _____ day of _____, 2009.

Peter P. DiCianni III, Mayor

Passed this _____ day of _____, 2009.

Ayes: _____ Nays: _____

Patty Spencer, City Clerk

**Copies To All
Elected Officials**
11-12-09

COUNCIL ACTION SUMMARY

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

ORIGINATORS: Thomas P. Borchert, City Manager

DESCRIPTION OF SUBJECT MATTER:

The City of Elmhurst has been provided a 1995 Oldsmobile Achieva 4 dr. Purple, 1G3NL55M4SM331374, #09-MR1045, 1999 Dodge Conversion Van Green/Silver, 2B6HB11Y6XK554597, #09-MR1002; and 2001 Chevrolet Cavalier 2 dr. Silver, 1G1JC124817241744, #09-MR1044 through the Police Department's Article 36 Forfeiture. These vehicles serve no Police or City purpose and should be declared surplus and auctioned or disposed of, and the attached ordinance allows that process to be implemented.

Memo

To: Tom Borchert
From: Evidence Custodian R.Miklas #89
CC: Deputy Chief Panico
Date: 11/5/2009
Re: Seizure Vehicles

Sir,

This memorandum is to advise you that the City of Elmhurst through the police department has been awarded three vehicles that we wish to auction off by electronic means, selling on E-Bay / Sending to auction or junking as they serve no useful purpose for the city. These vehicles were seized under Article 36 Forfeiture for driving offenses.

The police department is requesting through ordinance to auction or junk the following vehicles through E-Bay or Clinton Auto Auction:

1. 1995 Oldsmobile Achieva 4-dr Purple VIN 1G3NL55M4SM331374
Mileage 164,978
Case No. 09-22490 / 09 MR 1045
2. 1999 Dodge Conversion Van Green/Silver VIN 2B6HB11Y6XK554597
Mileage 137,631
Case No. 09-19871 / 09 MR 1002
3. 2001 Chevrolet Cavalier 2-dr Silver VIN 1G1JC124817241744
Mileage 108,041
Case No. 09-21892 / 09 MR 1044

9

AWARD ORDER

New (12/04)

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

PEOPLE OF THE STATE OF ILLINOIS

CASE NUMBER

09MR 1045

-VS-

1995 OLDSMOBILE

DEFENDANT(S)

AWARD ORDER

File Stamp Here

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

Forfeiture Hearing (720 ILCS 5/36-2)

Agreed Order of the Parties

Entry of Judgment on Default

Other _____

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

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

1. Vehicle is awarded to ELMHURST POLICE (09-22490)
in accordance with 720 ILCS 5/36-2. SO 09-23917

- 2. The Illinois Secretary of State is directed to:
 - a. Indicate that all right, title and interest in the listed vehicle is terminated immediately against the parties listed on the official title records of the Secretary of State.
 - b. Accept the application for a Certificate of Title by ELMHURST POLICE.

Other Terms or Conditions for Release: _____

Case Closed Strike future Court date: _____

BY TEV
JOSEPH E. BIRKETT, States Attorney
Attorney No. 50000
503 N. County Farm Road
Wheaton IL 60187
(630) 407- 8000

ENTER: _____
DATE: 11-04-2009

23

New (12/04)

AWARD ORDER

UNITED STATES OF AMERICA

COUNTY OF DU PAGE

STATE OF ILLINOIS

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT

PEOPLE OF THE STATE OF ILLINOIS

CASE NUMBER

09 MR 1002

-VS-

1999 DODGE

DEPENDANT(S)

AWARD ORDER

File Stamp Here

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

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

IT IS HEREBY ORDERED: The listed vehicle, a 1999 DODGE (Year) (Make)

| | | | | | | | | | | | | | | | | |
|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| <u>2</u> | <u>B</u> | <u>6</u> | <u>H</u> | <u>B</u> | <u>1</u> | <u>1</u> | <u>Y</u> | <u>6</u> | <u>X</u> | <u>K</u> | <u>5</u> | <u>5</u> | <u>4</u> | <u>5</u> | <u>9</u> | <u>7</u> |
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | (10) | (11) | (12) | (13) | (14) | (15) | (16) | (17) |

1. Vehicle is awarded to ELMHURST POLICE (09-19871) in accordance with 720 ILCS 5/36-2. (SO 09-23585)
 2. The Illinois Secretary of State is directed to:
 - a. Indicate that all right, title and interest in the listed vehicle is terminated immediately against the parties listed on the official title records of the Secretary of State.
 - b. Accept the application for a Certificate of Title by ELMHURST POLICE
- Other Terms or Conditions for Release: _____

Case Closed Strike future Court date: _____

BY TEV
JOSEPH E. BIRKETT, States Attorney
Attorney No. 50000
503 N. County Farm Road
Wheaton IL 60187
(630) 407- 8000

ENTER: [Signature]
DATE: 10-26-09.

8

AWARD ORDER

New (12/04)

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

PEOPLE OF THE STATE OF ILLINOIS

CASE NUMBER

09 MR 1044

-vs-

2001 CHEVROLET

DEFENDANT(S)

AWARD ORDER

File Stamp Here

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

Forfeiture Hearing (720 ILCS 5/36-2)

Agreed Order of the Parties

Entry of Judgment on Default

Other _____

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

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

1. Vehicle is awarded to Elmhurst Police (09-21892)
in accordance with 720 ILCS 5/36-2. S009-23916

2. The Illinois Secretary of State is directed to:
a. Indicate that all right, title and interest in the listed vehicle is terminated immediately against the parties listed on the official title records of the Secretary of State.
b. Accept the application for a Certificate of Title by Elmhurst Police

Other Terms or Conditions for Release: _____

Case Closed Strike future Court date: _____

BY TEV
JOSEPH E. BIRKETT, States Attorney
Attorney No. 50000
503 N. County Farm Road
Wheaton IL 60187
(630) 407- 8000

ENTER: _____
DATE: 11-04-09

V DW

O-46-2009

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

WHEREAS, Daniel Gibbons ("Licensee") seeks to utilize part of the right-of-way of the City of Elmhurst (the "Property") for his annual Turkey Trot 5K Run Event (the "Event") as described in the agreement attached hereto as Exhibit A (the "Agreement"); and

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

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

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

**Copies To All
Elected Officials
11-12-09**

PRESENTED to the City Council of the City of Elmhurst, Illinois, this ___th day of November, 2009.

PASSED by the City Council of the City of Elmhurst, Illinois, this ___th day of November, 2009.

APPROVED by the Mayor of the City of Elmhurst, Illinois, this ___th day of November, 2009.

Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes: _____

Nays: _____

Absent: _____

COUNCIL ACTION SUMMARY

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

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendations of the City of Elmhurst Public Affairs and Safety Committee, attached for Council consideration is an ordinance granting approval and authorization to execute the Non-Exclusive License Agreement (the "Agreement") by and between Daniel Gibbons and the City of Elmhurst. The Agreement grants Daniel Gibbons a temporary non-exclusive license to use public property for his "Turkey Trot 5K Run" event. The Agreement has been reviewed by the Public Affairs and Safety Committee, the Police Department, the City Manager and the City Attorney, and the terms of the Agreement meet the City's requirements and standards for insurance and indemnification that have been applied to applicants for similar licensing in the past.

Non-Exclusive License Agreement

This License Agreement ("License") is made and entered into on this ____ day of November, 2009 by and between the City of Elmhurst, Illinois, an Illinois municipal corporation (herein referred to as "Licensor") and Dan Gibbons (herein referred to as "Licensee").

Licensee desires to enter onto public property owned by the City, as illustrated in Exhibit A attached hereto and made a part hereof (the "Property"), for the purpose of utilizing the Property for his annual "Turkey Trot" charity event (the "Event"), and the Licensor is willing to grant Licensee a non-exclusive license to do so, on the terms and conditions set forth below.

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

(1) **TERM.** The term of this License shall be one day, beginning November 26, 2009 at 7:30 AM and ending at 6:00 PM (the "License Term").

(2) **RESTRICTION ON USE.** Licensee and Users shall only use the Property for the purposes of the Event. Licensee and Users shall not store or permit any storage of any materials or items on the Property. Licensee and Users shall only use the Property between the hours of 5:00 AM and 12:00 PM. The Licensee shall not alter the Property in any fashion without the written consent of the Licensor. The Licensee's use of the Property shall not be exclusive and shall not interfere with the Licensor's use of or access to the Property.

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

(4) **CONDITION; MAINTENANCE; REPAIR.** Licensee accepts the Property in its current condition and Licensor makes no representations concerning the condition of the Property. Licensor has no duty or obligation to maintain or repair the Property during the License Term. Any maintenance or repairs made to the Property by the Licensee shall be made at the sole expense of the Licensee and the Licensee shall have no right to recover any amounts for said maintenance or repairs from the Licensor. Further, Licensor shall not be liable to Licensee or Users for any damage or injury to any of them or their property occasioned by the failure of the Licensor to keep the Property maintained and in repair. Except as approved by the Licensor, Licensee and Users shall not attach, affix or exhibit or permit to be attached, affixed or exhibited any articles of permanent or semi-permanent character or any sign, attached or detached, with any writing, printing of symbols thereof, on or about the Property, or upon any appurtenances thereto.

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

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

No later than ten (10) days prior to the Event, the Licensee shall furnish, or cause his contractors to furnish, to the Licensor, a certificate of insurance evidencing commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate limits and otherwise reasonably satisfactory to the Licensor. The insurance policy shall be expressly endorsed to include the Licensor, as additional insured. Such insurance shall be maintained during the License Term.

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

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

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

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

LICENSOR

City of Elmhurst, an Illinois municipal corporation

By: _____
Peter P. DiCianni, Mayor

Attest: _____
Patty Spencer, City Clerk

LICENSEE

By: _____
Dan Gibbons

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Before me, the undersigned, a Notary Public in and for said county and state, on this day of November _____, 2009, personally appeared Peter P. DiCianni and Patty Spencer, to me known to be the President and Clerk, respectively, of the City of Elmhurst, an Illinois municipal corporation, who executed the foregoing License Agreement and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act of the City of Elmhurst, for the uses and purposes therein set forth.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

On this ____ day of November, 2009, before me, a Notary Public in and for said State, personally appeared, Dan Gibbons, to me personally known, who being by me duly sworn did say that the executed the said instrument as his voluntary act and deed for the purposes set forth herein.

Notary Public

My Commission Expires: _____

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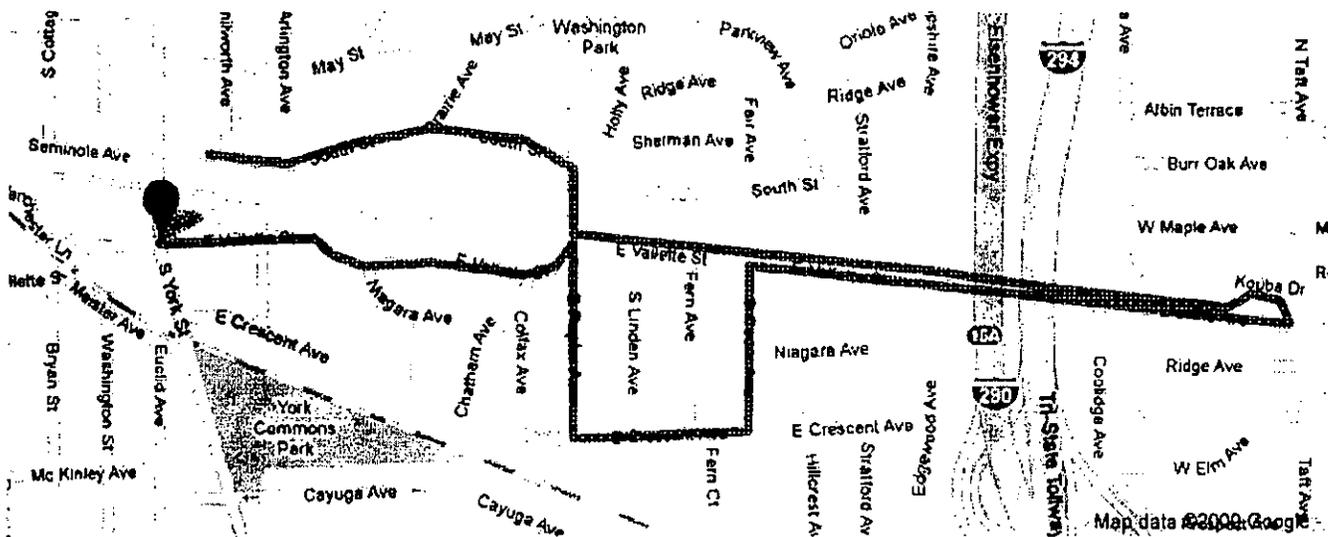
"If you're not cookin, you're in the way" - Oglethorpe

26th Annual Dan Gibbons Turkey Trot

23 days until race day

Thursday, November 26th, 2009 - Thanksgiving Day - 9 am sharp.

- [Home](#)
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The Turkey Trot is a 5 kilometer (3.1 mile) fun-run enjoyed by thousands of runners, joggers, and walkers each year. The race will begin at the Intersection of Vallette and York Rd, Elmhurst, IL 60126. The gun will fire promptly at 9am, and the race will begin eastbound on Vallette St.

For those of you who are expert runners, we invite you to utilize the map's "satellite" feature to zoom in and get some sort of idea the terrain you will be running on. The course is appx 65% street, 30% path, and 5% open ground

© Copyright 2009 CAHF and WHS
Valid XHTML

Built and Maintained by [whathuh studios](#)
Valid CSS

Non-Exclusive License Agreement

This License Agreement ("License") is made and entered into on this ____ day of November, 2009 by and between the City of Elmhurst, Illinois, an Illinois municipal corporation (herein referred to as "Licensor") and Dan Gibbons (herein referred to as "Licensee").

Licensee desires to enter onto public property owned by the City, as illustrated in Exhibit A attached hereto and made a part hereof (the "Property"), for the purpose of utilizing the Property for his annual "Turkey Trot" charity event (the "Event"), and the Licensor is willing to grant Licensee a non-exclusive license to do so, on the terms and conditions set forth below.

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

(1) **TERM.** The term of this License shall be one day, beginning November 26, 2009 at 5:00 AM and ending at 12:01 PM (the "License Term").

(2) **RESTRICTION ON USE.** Licensee and Users shall only use the Property for the purposes of the Event. Licensee and Users shall not store or permit any storage of any materials or items on the Property. Licensee and Users shall only use the Property between the hours of 5:00 AM and 12:01 PM. The Licensee shall not alter the Property in any fashion without the written consent of the Licensor. The Licensee's use of the Property shall not be exclusive and shall not interfere with the Licensor's use of or access to the Property.

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

(4) **CONDITION; MAINTENANCE; REPAIR.** Licensee accepts the Property in its current condition and Licensor makes no representations concerning the condition of the Property. Licensor has no duty or obligation to maintain or repair the Property during the License Term. Any maintenance or repairs made to the Property by the Licensee shall be made at the sole expense of the Licensee and the Licensee shall have no right to recover any amounts for said maintenance or repairs from the Licensor. Further, Licensor shall not be liable to Licensee or Users for any damage or injury to any of them or their property occasioned by the failure of the Licensor to keep the Property maintained and in repair. Except as approved by the Licensor, Licensee and Users shall not attach, affix or exhibit or permit to be attached, affixed or exhibited any articles of permanent or semi-permanent character or any sign, attached or detached, with any writing, printing of symbols thereof, on or about the Property, or upon any appurtenances thereto.

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

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

No later than ten (10) days prior to the Event, the Licensee shall furnish, or cause his contractors to furnish, to the Licensor, a certificate of insurance evidencing commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate limits and otherwise reasonably satisfactory to the Licensor. The insurance policy shall be expressly endorsed to include the Licensor, as additional insured. Such insurance shall be maintained during the License Term.

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

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

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

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

LICENSOR

City of Elmhurst, an Illinois municipal corporation

By: _____
Peter P. DiCianni, Mayor

Attest: _____
Patty Spencer, City Clerk

LICENSEE

By: 
Dan Gibbons

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Before me, the undersigned, a Notary Public in and for said county and state, on this day of November _____, 2009, personally appeared Peter P. DiCianni and Patty Spencer, to me known to be the President and Clerk, respectively, of the City of Elmhurst, an Illinois municipal corporation, who executed the foregoing License Agreement and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act of the City of Elmhurst, for the uses and purposes therein set forth.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

On this ____ day of November, 2009, before me, a Notary Public in and for said State, personally appeared, Dan Gibbons, to me personally known, who being by me duly sworn did say that the executed the said instrument as his voluntary act and deed for the purposes set forth herein.

Notary Public

My Commission Expires: _____

VOW

O-47-2009

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF THE FIRST AMENDMENT TO
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE SALE,
COMMONLY KNOWN AS 149 NORTH ADDISON, ELMHURST, ILLINOIS**

WHEREAS, Daniel R. Hiffman ("Hiffman") and Emily Cotsirilos and Peter Cotsirilos, as testamentary co-trustees of the Estate of George Cotsirilos, as beneficiaries and sole holders of the power of direction of LaSalle Bank N.A., Trust No. 2648, dated April 26, 1998 ("Seller"), entered into a certain Agreement for Purchase and Sale of Real Estate, dated February 11, 2009 ("Agreement"), whereby Hiffman agreed to purchase and Seller agreed to sell that certain land and improvements located at 149 North Addison, Elmhurst, Illinois, as legally described therein ("Premises"); and

WHEREAS, Hiffman, pursuant to that certain Development, Loan and Land Purchase and Sale Agreement pertaining to the Addison Corridor Redevelopment Project in the Downtown Redevelopment Project Area of the City of Elmhurst, Illinois, dated February 17, 2009 ("RDA"), assigned his interest, as purchaser, of the Premises under the Agreement to the City; and

WHEREAS, the City and Seller now desire to amend the Agreement; and

WHEREAS, the Corporate Authorities of the City find it is in the best interests of the City to enter into that certain First Amendment to Agreement for Purchase and Sale of Real Estate ("First Amendment").

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

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

Section 2. That upon receipt from the Developer of two (2) executed copies of the First Amendment, the City Manager is hereby authorized to execute the First Amendment in substantially the form of such agreement appended to this Ordinance as Exhibit A, with such changes therein as shall be approved by the officials of the City executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from and after the execution and delivery of such First Amendment.

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

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

Approved this _____ day of _____, 2009.

Peter P. DiCianni, Mayor

Passed this _____ day of _____, 2009.

Ayes: _____ Nays: _____

Patty Spencer, City Clerk

COUNCIL ACTION SUMMARY

SUBJECT: Ordinance – To approve First Amendment to Agreement for Sale and Purchase of 149 North Addison, Elmhurst (“Athar Restaurant”)

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Approval of an Amendment to the Contract for the Purchase of the Athar Restaurant Parcel, which provides for the inclusion of the following new and negotiated provisions:

1. The right of specific performance in favor of the City to compel closing in the event of a Seller default.
2. Payment by the City of monthly extension fees and reimbursement of attorney fees to Seller, beginning September 1, 2009, to and until January 1, 2010, which payments are to be a credit against the purchase price at closing and reimbursement to the City of fees and costs should the forcible result in a collected judgment.
3. City’s contingency right to inspect the property.
4. Closing continued to February 1, 2010. In the event the forcible action to evict the tenant has not been finalized by that date, the City will need to elect to close and assume prosecution of the forcible, or not, to actually evict the tenant.

**FIRST AMENDMENT TO AGREEMENT
FOR PURCHASE AND SALE OF REAL ESTATE**

THIS FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE is made and entered into and effective this _____ day of _____, 2009 ("First Amendment") by and between the CITY OF ELMHURST, an Illinois municipal corporation ("City"), as assignee in interest of DANIEL R. HIFFMAN ("Hiffman"), and EMILY COTSIRILOS and PETER COTSIRILOS, as testamentary co-trustees of the ESTATE OF GEORGE COTSIRILOS, beneficiaries and sole holders of power of direction of LaSalle Bank N.A., not personally, but solely as Trustee u/t/a dated April 26, 1998, Trust No. 2648 ("Seller").

RECITALS

WHEREAS, Hiffman and Seller entered into that certain Agreement for Purchase and Sale of Real Estate, dated February 11, 2009 ("Agreement"), whereby Hiffman agreed to purchase and Seller agreed to sell that certain land and improvements located at 149 North Addison, Elmhurst, Illinois, as legally described therein ("Premises"); and

WHEREAS, Hiffman, pursuant to that certain Development, Loan and Land Purchase and Sale Agreement pertaining to the Addison Corridor Redevelopment Project in the Downtown Redevelopment Project Area of the City of Elmhurst, Illinois, dated February 17, 2009 ("RDA"), assigned his interest as Purchaser of the Premises to the City; and

WHEREAS, the City and Seller now desire to amend the Agreement, pursuant to this First Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual agreement herein and in the Agreement contained, it is hereby agreed as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated as if fully rewritten.
2. Definitions: Amendment Controls. Capitalized terms used, but not defined herein, shall have the same meaning ascribed to such terms in the Agreement. To the extent any of the terms and conditions set forth in this First Amendment shall conflict with any of the terms and conditions of the Agreement, the terms set forth in this First Amendment shall at all times supersede, govern and control. In all other respects, this First Amendment shall supplement the terms and conditions of the Agreement.
3. Section 7 of the Agreement is deleted in its entirety and in lieu thereof to read as follows:

7. Closing. a. The consummation of the purchase and sale of the Property between Purchaser and Seller ("Closing") shall occur on the date which is the earlier of (i) not more than thirty (30) days after the satisfaction or waiver of the conditions precedent to Closing as described in paragraphs 26 and 27, or (ii) February 1, 2010. The Closing shall take place at a time and Chicago Title Company location agreed upon by the parties.

b. Commencing upon the date that this First Amendment has been fully executed by the Seller and Purchaser, Purchaser shall pay to Seller the sum of Three Thousand Nine Hundred Seventeen (\$3,917.00) Dollars, for each calendar month ("Extension Payments"), or portion thereof, commencing with and accruing from September 1, 2009, until the date of Closing, as specified in 7(a) above. Extension Payments shall be paid directly to Seller and shall be credited against the Purchase Price at Closing.

4. Closing Documents. Section 8a.x of the Agreement is deleted in its entirety and in lieu thereof to read as follows:

x. Should the Purchaser waive in writing the condition precedents in Section 27, an assignment of the Lease and any and all guaranties, associated therein, as well as a substitution as plaintiff and an absolute assignment of Seller's interest in the pending forcible and claim for damages action, Case No. 2009 L 207 in the County of DuPage, Eighteenth Judicial District ("Athar Forcible"), and any action to collect under the Athar Forcible lease guaranties, for the Property.

5. Possession. Section 9 of the Agreement is deleted in its entirety and in lieu thereof to read as follows:

9. Unless Purchaser waives in writing the condition precedents in Section 27, possession of the Property shall be given to Purchaser at the time of closing and recording of the warranty deed, free and clear of all leases, tenancies and parties in possession.

6. Prorations. Under Section 14 of the Agreement, at the end of the first sentence, the following language shall be added:

. . . or, if available, the most recent assessment, multiplier and tax rate; whichever is greater, and the parties agree to reprorate the general real estate tax credit provided at closing upon issuance of the actual tax bill for such calendar year, with payment due from one party to the other within twenty-one (21) days of written demand thereof.

7. Notices. Under Section 15 of the Agreement, notice to the Purchaser and a required copy to Purchaser's counsel shall be as follows:

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

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

8. Default. Under Section 25 of the Agreement, the first full sentence shall be deleted in its entirety and in lieu thereof shall read as follows:

Excepting Seller's obligation under Section 27(b) of this Agreement and in the event of a default of any item of the terms of this Agreement by Seller not cured within ten (10) business days after notice has been given by Purchaser, Purchaser shall be entitled to all remedies available to it at law or in equity, including, without limitation, the remedy of specific performance; if Purchaser does not seek specific performance, the Extension Payments and the Earnest Money and any interest earned thereon shall be paid to Purchaser, without prejudice to Purchaser's other remedies.

9. Purchaser's Conditions Precedent. Section 27 of the Agreement is amended to include the following new provision:

(e) Purchaser shall pay all attorneys' fees to Piccione, Keeley and Associates for legal services rendered since July 1, 2009 in connection with the Athar forcible limited to \$15,000. Seller may further engage the services of Andrew Acker of Storino, Ramello & Durkin to diligently prosecute the Athar Forcible to evict Athar Restaurant, Inc. ("Tenant") and to file and diligently prosecute an action to collect under the Property Lease guaranties, for whose services the Purchaser will pay.

In the event the Athar Forcible, and any ancillary guaranty actions, results in the actual payment of money (other than Use and Occupancy payments as may be awarded by the Court for any rent between January 1, 2009 through the date of closing or termination of the Agreement), whether by settlement, judgment or otherwise, the parties agree to the following distribution:

(i) to Purchaser for (A) any and all attorneys' fees and costs expended by Purchaser in prosecuting the Athar Forcible and (B) any and all Extension Payments made to Seller;

(ii) to Seller, for reimbursement of its attorney's fees and costs and all delinquent rent from the date of filing of the Athar Forcible;

(iii) equal to Purchaser and Seller, for any balance remaining.

(f) To and until Closing, Purchaser conducting and approving soil and environmental investigations, surveys and examinations on the Property, to the extent permitted and subject to the rights of the Tenant pursuant to its current lease (“Inspection Period”).

10. Condition of the Property. Under Section 29 of the Agreement, deleting the balance of the sentence to the end after “condition” and inserting in lieu thereof “and waives any claim against Seller for damage to or condition of the Property, as caused by the Tenant due to Tenant’s vacation of the Property and/or removal of any fixtures located on the Property up and to Closing.”

11. Binding Effect. Except as modified herein, the terms, conditions and covenants of the Agreement shall remain in full force and effect. The paragraph headings herein contained are for convenience and shall not be deemed to govern or control the substance thereof.

12. Compliance. The parties hereby acknowledge that each has been faithfully performing its required obligations under the terms of the Agreement and that neither party is in breach or in default in the performance of any covenant or agreement required to be performed of such party under the Agreement as of the date hereof.

13. Ratification of Contract. Except as amended and modified herein, the Agreement is hereby ratified to be in full force and effect.

14. Counterparts. This First amendment may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same instrument.

15. Authority. The Seller has fee simple title to the Real Estate and has full power and authority to enter into the Agreement and this First Amendment to Agreement and perform its obligations hereunder, and all action and approvals, if any, required in order to authorize the execution and performance of the Agreement and this First Amendment to Agreement by the Seller have been duly taken and obtained.

16. Exhibit A, Legal Description. See attached.

17. Exhibit B, Permitted Exceptions. See attached.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first written above.

PURCHASER:

CITY OF ELMHURST, an Illinois municipal corporation

SELLER:

EMILY COTSIRILOS and PETER COTSIRILOS, as testamentary co-trustees of the ESTATE OF GEORGE COTSIRILOS, beneficiaries and sole holders of power of direction of LaSalle Bank N.A., not personally, but solely as Trustee u/t/a dated April 26, 1998, Trust No. 2648

By: _____

By: _____

Name: _____

Its: _____

Attest: _____

By: _____

Name: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION

THE NORTH 50 FEET OF LOT 10 IN BLOCK 2 IN PLAT OF THE TOWN OF COTTAGE HILL, BEING A SUBDIVISION IN THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 10, 1871 AS DOCUMENT 14044, IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT B

PERMITTED EXCEPTIONS

1. General Real Estate Taxes for the years 2009 and thereafter.
2. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees, if elected by purchaser.
3. The land lies within the boundaries of a special service area as disclosed by ordinance recorded as Document R94-242500, and is subject to additional taxes under the terms of said ordinance and subsequent related ordinances.
4. The land lies within the boundaries of a special service area as disclosed by ordinance recorded as Document R2004-297624, and is subject to additional taxes under the terms of said ordinance and subsequent related ordinances. Area No. 6
5. Rights of the public of the City of Elmhurst in and to an easement under and across the easterly 10 feet of the north 50 feet of the land condemned for the purpose of the opening of any alley 20 feet in width between North York Street and Addison Street between West Third Street and the alley known as Schiller Court, extending west from Schiller Street, together with such further provisions contained therein, as disclosed by judgment rendered October 28, 1950 in Case No. 282252, Circuit Court of DuPage County, Illinois. (Affects Parcel 1)

USA

O-48 -2009

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF AN INTERGOVERNMENTAL AND
ANNEXATION AGREEMENT WITH THE VILLAGE OF BENSENVILLE
(CHURCHVILLE SCHOOLHOUSE PROPERTY)**

WHEREAS, the City of Elmhurst ("City") is the owner of certain property legally described and shown on Exhibit "A", attached hereto and made a part hereof, commonly known as 3N784 Church Road, Bensenville, Illinois on which is located the Churchville One-Room Schoolhouse (the "Churchville Schoolhouse Property"); and

WHEREAS, the Churchville Schoolhouse Property is adjacent and contiguous to the Village of Bensenville ("Bensenville") and is not included within the corporate limits of any other municipality; and

WHEREAS, the City has heretofore filed with Bensenville its Petition for Annexation of the Churchville Schoolhouse Property to Bensenville; and

WHEREAS, an intergovernmental and annexation agreement has been drafted, a copy of which agreement is attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the City, as the legal owner of record of the territory that is the subject of said agreement, is ready, willing, and able to enter into that agreement and to perform the obligations as required thereunder.

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

SECTION 1. That the recitals contained in the preamble hereto are a material part hereof and are hereby incorporated as part of this Ordinance.

SECTION 2. That the Intergovernmental and Annexation Agreement, substantially in the form attached hereto as Exhibit "B", is hereby approved.

SECTION 3. That the Mayor be, and he is, hereby authorized and directed to sign, and the City Clerk is directed to attest said Intergovernmental and Annexation Agreement.

**Copies To All
Elected Officials**

11-12-09

SECTION 4. That the City Clerk is authorized and directed to file a certified copy of this Ordinance and the Intergovernmental and Annexation Agreement aforesaid in the Office of the Village Clerk of the Bensenville, Illinois.

SECTION 5. That this Ordinance shall be in full force and effect from and after its passage and approval, as provided by 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 - Approval of Intergovernmental and Annexation Agreement with Village of Bensenville (Churchville Schoolhouse Property)

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

As the Council is aware, the City has completed the first phase of the restoration/renovation of the Churchville One-Room Schoolhouse located on Church Road in unincorporated Bensenville. The second phase of the project includes various work, including the construction of a small addition to house restrooms, an accessibility ramp, new front steps and landing, site grading and connection to Bensenville utilities.

The Schoolhouse site was donated in 1846 with the Schoolhouse being constructed around 1848, approximately 100 years before Bensenville passed its first zoning ordinance. Not surprisingly, the site and Schoolhouse do not (and simply could not) comply with the lot size, lot width and yard requirements of the current Bensenville Zoning Regulations. In July, the City filed its Petition for Annexation, a proposed intergovernmental and annexation agreement and an application for zoning variations. After the necessary public hearings before the Bensenville Community Development Commission and Village Board and consideration by the appropriate Village Board Committee, the Bensenville Village Board on November 10, 2009 passed ordinances 1) authorizing execution of the Intergovernmental and Annexation agreement; 2) annexing the Schoolhouse site to Bensenville; and 3) granting the zoning variations.

Under the Agreement, Bensenville would, at its expense, extend utilities to the Schoolhouse property and permit connection to the Schoolhouse. Connection and tap fees, along with permit or inspection fees, would be waived. The completion date for the utility extension must be inserted (the date in the original draft was October 15, 2009, but that presumed approval of the Agreement in August/September of this year). In exchange, the City would allow use of the Schoolhouse by Bensenville at no charge until the fees that the City otherwise would have charged equals Bensenville's cost to extend utilities. In addition, Bensenville's use of the Schoolhouse would have the same priority as use by the City and School District 205. Bensenville would agree to issue the necessary building permits. The Village staff has already reviewed and approved the building plans. Finally, the Agreement has a term of 20 years.

To complete the annexation process, it is necessary that the Council approve the Intergovernmental and Annexation Agreement for the Schoolhouse property. An ordinance that would do so is attached for Council consideration.

INTERGOVERNMENTAL AND ANNEXATION AGREEMENT

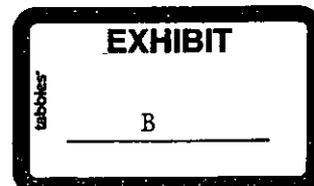
This INTERGOVERNMENTAL ANNEXATION AGREEMENT ("Agreement") is made by and between the CITY OF ELMHURST, an Illinois municipal corporation ("Elmhurst") and the VILLAGE OF BENSENVILLE, an Illinois municipal corporation ("Bensenville"), on this ____ day of _____, 2009. From time to time, this Agreement will refer to Elmhurst or Bensenville individually as a "Party" and to Elmhurst and Bensenville collectively as the "Parties".

WHEREAS, Elmhurst and Bensenville are municipalities organized and operating pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, Elmhurst and Bensenville are authorized to contract and associate among themselves for the purpose of intergovernmental cooperation, pursuant to Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, Elmhurst is a home rule municipality in accordance with Article 7, Section 6 of the Constitution of the State of Illinois of 1970, and as a home rule municipality may exercise any power and perform any function pertaining to its government and affairs including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; and

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 *et seq.*, the corporate authorities of Bensenville may enter into an annexation agreement with one or more of the owners of record of land in unincorporated territory, which agreement may provide for terms including but not limited to, the annexation of such territory to the municipality; the continuation in effect, or amendment, or continuation in effect as amended, of any ordinance relating to



subdivision controls, zoning, official plan and building, housing and related restrictions, provided that any public hearing required by law to be held before the adoption of any ordinance amendment provided for in such agreement is held prior to its execution, and any ordinance amendment is enacted according to law; and

WHEREAS, Elmhurst is the record owner of certain property known as the Churchville Schoolhouse Property ("Subject Property"), a portion of which is occupied by a one story frame building having historic significance to both Elmhurst and Bensenville, (the "Schoolhouse"), which property is legally described on Exhibit "A" attached hereto and made part hereof; and

WHEREAS, the National Park Service of the United States Department of the Interior has listed the schoolhouse on the National Register of Historic Places; and

WHEREAS, the Subject Property is adjacent and contiguous to Bensenville and is not included within the corporate limits of any other municipality; and

WHEREAS, the required public hearings have been concluded and the corporate authorities of Bensenville, after due and careful consideration, have determined that the annexation of the Subject Property, upon the terms and conditions hereinafter set forth, would further the growth of Bensenville, enable Bensenville to control the development of the area, serve the best interests of Bensenville, and be consistent with the Comprehensive Plan heretofore adopted by Bensenville; and

WHEREAS, notice of the proposed annexation of the Subject Property has been served on the required public officials as provided by applicable law; and

WHEREAS, the parties desire to enter this Agreement with respect to the annexation of the Subject Property, and to provide for various other matters pursuant to the provisions of

Section 11-15.1-1 *et seq.* of the Illinois Municipal Code; and

WHEREAS, the constituencies of Elmhurst and Bensenville will be better served by the mutual efforts of the to annex the Subject Property to Bensenville and the related improvements; and

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-13-1 *et seq.*, Bensenville is authorized to provide for zoning regulations, including but not limited to, limitations on the height and bulk of buildings, establishment of building or set-back lines; regulation and limitation on the intensity of use of lot areas and buildings; division of the municipality into zoning districts; fixing standards for buildings and structures; and prohibiting certain uses, buildings or structures incompatible with the character of such zoning districts; and

WHEREAS, notice has been provided and the public hearings have been held, as required by law, for consideration of the zoning of the Subject Property and restoration/renovation of the Schoolhouse located thereon, in the RS-1 Single Family Zoning District as a permitted use and;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Elmhurst and Bensenville hereby covenant and agree as follows:

1. **Incorporation.** The recitals contained in the foregoing preamble are a material part of this Agreement and are hereby incorporated as part hereof.

2. **Findings.**

A. Bensenville hereby finds that the annexation and zoning of the Subject Property in accordance with the terms and conditions of this Agreement:

- i. Will not diminish or impair property values within the neighborhood of the Subject Property; and
- ii. Will promote the public health, safety, morals and general welfare of the Bensenville; and
- iii. Will cause significant gain to the public as compared to any hardship to Bensenville or Elmhurst; and
- iv. Will be consistent with land development in the area surrounding the Subject Property; and
- v. Will not be contrary to the objectives of Bensenville's current comprehensive plan, and is consistent with it; and
- vi. Has been the subject of all of the necessary public hearings to consider the reasonableness of classification of the Subject Property in the RS-1 Single Family Zoning District for permitted uses and related accessory uses, and appropriate limitations and conditions have been placed on such zoning and development to protect the interests of the public.

3. **Annexation and Zoning of the Subject Property and Restoration/Renovation of the Schoolhouse.**

A. Elmhurst, as the record owner of the Subject Property, has filed with Bensenville's Village Clerk a Petition for Annexation of the Subject

Property to Bensenville. There are no electors residing on the Subject Property. The Petition has been prepared, executed and filed in accordance with Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8) and the ordinances and requirements of the Village.

B. Immediately upon approval of this Agreement, Bensenville shall annex the Subject Property, and pass and approve an amendment to its official zoning map, classifying the Subject Property in the RS-1 Single Family Zoning District.

C. Bensenville shall issue such building permits and all other permits or approvals, if any, so as to permit the Schoolhouse to be restored, renovated and maintained by Elmhurst at its own cost and expense as shown on Exhibit "B", attached hereto and made a part hereof.

D. Bensenville agrees to waive any zoning or annexation agreement hearing fees or other costs associated with the approval of this Agreement.

4. **Extension of Water and Sanitary Sewer Utilities.**

A. Bensenville hereby agrees to and shall at its expense fully extend its water and sanitary sewer utilities to serve the Subject Property, and the most expeditious and appropriate origination point will be determined in consultation between the Bensenville Village Engineer and the Elmhurst City Engineer.

B. Bensenville hereby agrees that Elmhurst shall have the right to connect the Subject Property to Bensenville's water and sanitary sewer utilities. Bensenville hereby further agrees to waive all fees and charges relating to the

connection of the Subject Property to Bensenville's water and sanitary sewer utilities, including but not limited to any "tap-on" fees, inspection or engineering fees, or permit fees.

C. Following execution of this Agreement, Bensenville agrees to use all commercially reasonable efforts to expeditiously construct or cause the construction of the aforesaid utility improvements, which improvements shall be completed no later than _____.

D. Bensenville shall keep an accurate record of the costs it incurs in extending water and sanitary sewer service as provided herein as well as the fees waived in connection therewith (the "Utility Extension Costs") and shall provide an accounting of same to Elmhurst.

5. **Use of Schoolhouse by Bensenville.** The Parties acknowledge that Elmhurst is in the process of restoring the Schoolhouse to a historically appropriate condition and renovating the Schoolhouse, accessory building, the outhouse structure and site to comply with applicable building, fire and access codes. Such restoration and renovation is intended to preserve and maintain the Schoolhouse and its grounds as a historic building and site in a condition suitable for the conduct of educational programs therein, including those features that will make the Schoolhouse and site suitable for use by a variety of individuals and groups. Elmhurst shall establish a schedule of fees for use of the Schoolhouse and site and shall provide such schedule to Bensenville. Bensenville shall have the right to use the Schoolhouse and site for educational programs for the public at no charge

until the fees that would have been charged to Bensenville pursuant to Elmhurst's fee schedule but for this Section 5, shall be equal to the amount of the Utility Extension Costs. Thereafter, Elmhurst may charge Bensenville for use of the Schoolhouse and site in accordance with its schedule of fees as are generally applicable to other users of the Schoolhouse and site, provided however that the use thereof by Elmhurst or Community Unit School District 205 shall be without any fees or charges. The Parties shall cooperate with one another in scheduling the use of the Schoolhouse and site so as not to unreasonably interfere with or frustrate their respective educational programs conducted thereon. Use by Bensenville shall have the same priority as use by Elmhurst and Community Unit School District 205.

6. **Term.** This Agreement shall be binding on the parties hereto, and their respective successors and assigns, for a term of twenty (20) years from the date hereof.

7. **Mutual Assistance.** The hereto agree to take such actions, including the approval, execution and delivery of documents and instruments, and the adoption of ordinances and resolutions, as may be necessary or appropriate from time to time, to carry out the terms, provisions and intent of this Agreement, and to aid and assist each other in carrying out such terms, provisions and intent.

8. **Attorneys' Fees.** Each Party shall be responsible for its own attorneys' fees in conjunction with the preparation and review of this Agreement and the required ordinances and other documents necessary to the implementation of this Agreement, the conduct of required public hearings and any other legal matters required for the respective Parties.

9. **Breach; Cure Period.** Upon breach of this Agreement, either of the Parties may secure the specific performance of the covenants and agreements herein contained, in any court of competent jurisdiction, by an action or proceeding at law or in equity, and may be awarded damages from the other Party for failure of performance. Before the failure of any Party to perform its obligations shall be deemed to be a breach of this Agreement, the Party claiming such failure to perform shall notify the other Party, in writing and shall demand performance. No breach of this Agreement may be found to have occurred if performance is commenced to the satisfaction of the complaining Party within thirty (30) days of receipt of such notice.

10. **Notices.** All notices contemplated hereunder shall be in writing, and must be served personally, by certified or registered mail, or by confirmed facsimile, as follows:

A. To Elmhurst:

City of Elmhurst
Attention: City Manager
209 North York
Elmhurst, IL 60126

B. To Bensenville:

Village of Bensenville
Attention: Village Administrator
12 South Center St.
Bensenville, Illinois 60106

or to such other persons and/or addresses provided notice thereof is given in accordance with this section.

11. **Controlling Effect.** All provisions, conditions and regulations as set forth in this Agreement and the documents or plans to which it refers shall supersede all Bensenville ordinances, codes and regulations that are in conflict with the Agreement, if any, as they may apply to the Subject Property. For this reason, the corporate authorities of Bensenville shall adopt such ordinances as may be necessary to implement the terms and provisions of this Agreement. Where this Agreement is silent, Bensenville's generally applicable ordinances shall apply and control.

12. **Benefit.** This Agreement shall inure to the benefit of Elmhurst, its corporate authorities, and its successors and assigns in title to all or any part of the Subject Property, and to the benefit of Bensenville, its corporate authorities, and its successors and assigns.

13. **Amendment.** This Agreement may be amended from time to time but only in writing with the consent of the hereto, or their respective successors, pursuant to the requirements of state and local law for such amendments.

14. **Enforceability.** This Agreement may be enforced in any court of competent jurisdiction by any of the hereto, by any appropriate action at law or in equity to secure the performance of the provision contained herein. The agree that venue shall be proper only in the Circuit Court for the 18th Judicial Circuit and all courts to which appeals may be taken therefrom.

15. **Captions and Headings.** The captions and headings incorporated herein are for convenience only and are not apart of this Agreement.

16. **Recordation and Filing.** A certified copy of this Agreement shall be filed with the DuPage County Recorder, DuPage County Clerk and the DuPage County Board of Election Commissioners, the filing fees for which will be paid by Elmhurst.

17. **Severability.** In the event any provision of this Agreement or the application of any such provision to any state of facts shall be declared to be illegal, unenforceable or contrary to the public policy, then such provision or application, as the case may be, shall be null and void, but this Agreement, with such provision severed, shall continue in full force and effect as to all other provisions.

18. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, this Agreement is executed as of _____, 2009.

CITY OF ELMHURST

By: _____
Peter P. DiCianni, Mayor

Attest:

By: _____
Patty Spencer, City Clerk

VILLAGE OF BENSENVILLE

By: _____
Frank Soto, Village President

Attest:

By: _____
JoEllen Ridder, Village Clerk

EXHIBIT A

**LEGAL DESCRIPTION OF
CHURCHVILLE SCHOOLHOUSE PROPERTY**

THAT PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT A POINT WHERE THE NORTH LINE OF SAID SECTION 26 INTERSECTS THE CENTERLINE OF THE PUBLIC HIGHWAY KNOWN AS CHURCH ROAD; THENCE WESTERLY ALONG THE SECTION LINE 132 FEET; THENCE SOUTH PARALLEL WITH THE CENTERLINE OF CHURCH ROAD 49.5 FEET; THENCE EAST PARALLEL WITH THE SECTION LINE 132 FEET TO THE CENTERLINE OF CHURCH ROAD; THENCE NORTH 49.5 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS, CONTAINING 6532 SQUARE FEET, MORE OR LESS, THEREIN.

PIN: 03-26-101-008

STREET ADDRESS: 3N784 CHURCH ROAD

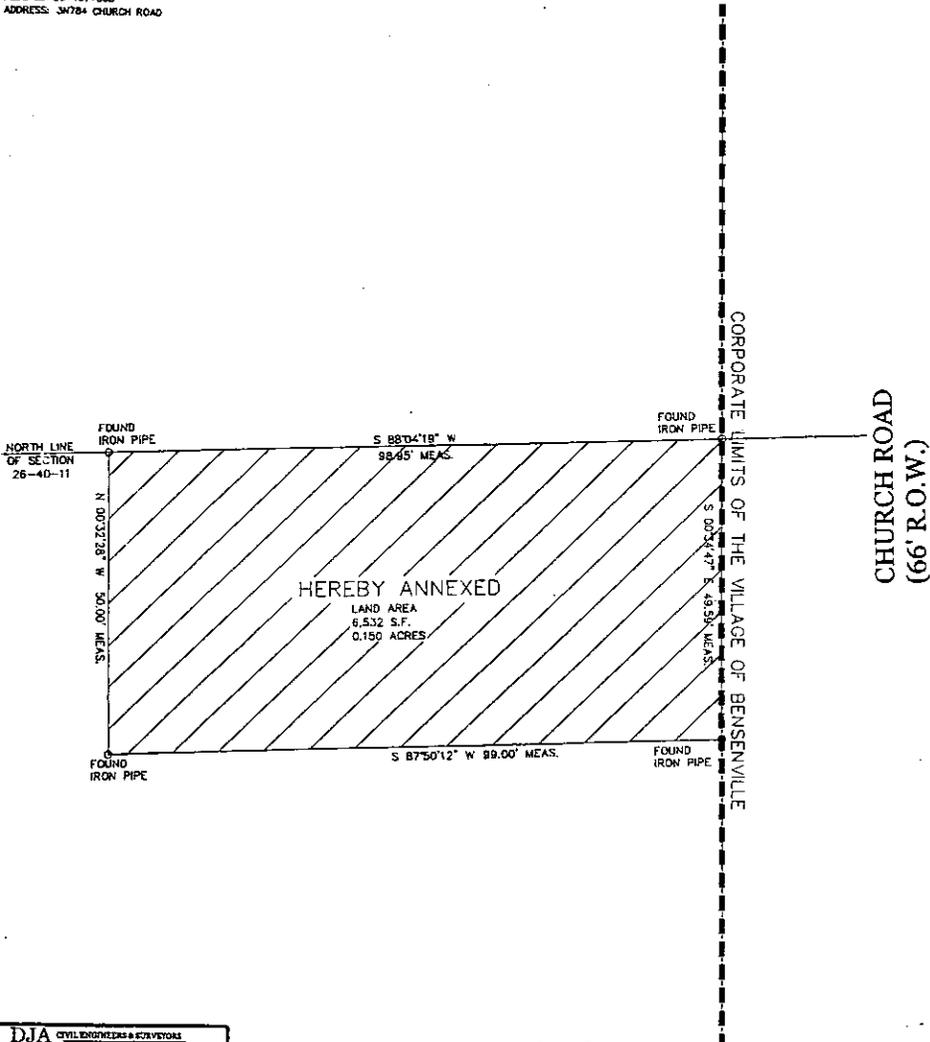
PLAT OF ANNEXATION TO THE VILLAGE OF BENSENVILLE, ILLINOIS

THIS PLAT HAS BEEN SUBMITTED
RECORDING BY AND RETURN TO:
NAME: VILLAGE OF BENSENVILLE
ADDRESS: 12 S. CENTER STREET
BENSENVILLE, IL 60106
PH: (830) 768-8200
FX: (830) 394-1103

LEGAL DESCRIPTION:
THAT PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT A POINT WHERE THE NORTH LINE OF SAID SECTION 26 INTERSECTS THE CENTERLINE OF THE PUBLIC HIGHWAY KNOWN AS CHURCH ROAD; THENCE WESTERLY ALONG THE SECTION LINE 132 FEET; THENCE SOUTH PARALLEL WITH THE CENTERLINE OF CHURCH ROAD 49.5 FEET; THENCE EAST PARALLEL WITH THE SECTION LINE 132 FEET TO THE CENTERLINE OF CHURCH ROAD; THENCE NORTH 49.5 FEET TO THE POINT OF BEGINNING.

PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN DUPAGE COUNTY, ILLINOIS

ALL IN DUPAGE COUNTY, ILLINOIS.
CONTAINING 6.532 SQUARE FEET, MORE OR LESS, THEREIN.
P.L.M. 03-26-101-008
ADDRESS: 3N784 CHURCH ROAD



OWNER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }
SS

THE CITY OF ELMHURST IS THE OWNER OF THE PROPERTY DESCRIBED ON THE ATTACHED PLAT, AND HAS CAUSED THE SAME TO BE SURVEYED AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED AT ELMHURST, ILLINOIS, THIS _____ DAY OF _____ A.D., 2009.

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

VILLAGE TREASURER

STATE OF ILLINOIS }
COUNTY OF DUPAGE }
SS

I, _____ TREASURER OF THE VILLAGE OF BENSENVILLE, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORECLOSED SPECIAL ASSESSMENTS, NOR ANY DEFERRED INSTALLMENTS THEREOF, THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE ANNEXED PLAT.

DATED THIS _____ DAY OF _____ A.D., 2009.

VILLAGE TREASURER _____

NOTARY'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }
SS

I, _____ A NOTARY PUBLIC IN THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ (TITLE) AND _____ (TITLE) OF THE _____ (TITLE) OF THE _____

CITY OF ELMHURST, WHO ARE PERSONALLY KNOWN TO ME TO BE SAID PERSONS WHO SUBSCRIBED TO THE FOREGOING CERTIFICATE OF OWNERSHIP, APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THIS INSTRUMENT IN THEIR CAPACITY FOR THE USES AND PURPOSES THEREIN SET FORTH AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID MUNICIPAL CORPORATION.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____ A.D., 2009.

BY: _____
NOTARY PUBLIC

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }
SS

APPROVED AND ACCEPTED THIS _____ DAY OF _____ A.D., 2009.

BY: _____

VILLAGE PRESIDENT

ATTEST: _____

VILLAGE CLERK

COUNTY RECORDER

STATE OF ILLINOIS }
COUNTY OF DUPAGE }
SS

THIS INSTRUMENT NUMBER _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS ON THE _____ DAY OF _____ A.D., 2009 AT _____ O'CLOCK _____ M.

RECORDER OF DEEDS _____

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }
SS

I, WARREN D. JOHNSON, ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 2971, HAVE SURVEYED THE FOLLOWING PROPERTY:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT A POINT WHERE THE NORTH LINE OF SAID SECTION 26 INTERSECTS THE CENTERLINE OF THE PUBLIC HIGHWAY KNOWN AS CHURCH ROAD; THENCE WESTERLY ALONG THE SECTION LINE 132 FEET; THENCE SOUTH PARALLEL WITH THE CENTERLINE OF CHURCH ROAD 49.5 FEET; THENCE EAST PARALLEL WITH THE SECTION LINE 132 FEET TO THE CENTERLINE OF CHURCH ROAD; THENCE NORTH 49.5 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY. GIVEN UNDER MY HAND AND SEAL AT WHEATON, ILLINOIS THIS _____ DAY OF _____ A.D., 2009.

WARREN D. JOHNSON
ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 2971
EXPIRES 11-30-10

VILLAGE TRUSTEES

STATE OF ILLINOIS }
COUNTY OF DUPAGE }
SS

APPROVED AND ACCEPTED BY THE VILLAGE BOARD PRESIDENT AND VILLAGE TRUSTEES OF THE VILLAGE OF BENSENVILLE, ILLINOIS AT A MEETING HELD THE _____ DAY OF _____ A.D., 2009.

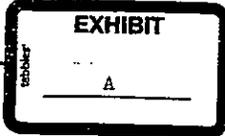
BY: _____

VILLAGE PRESIDENT

ATTEST: _____

VILLAGE CLERK

DJA CIVIL ENGINEERS & SURVEYORS
Dive Johnson and Associates, Ltd.
523 E. Lake Street
Wheaton, Illinois 60187
PH: 830 753 8800 Fax: 830 753 9558
www: DJAENR.com



VOW

ZO-11-2009

**AN ORDINANCE APPROVING A TEXT AMENDMENT TO THE
CITY OF ELMHURST ZONING ORDINANCE REGARDING REAL ESTATE SIGNS**

WHEREAS, the City of Elmhurst ("City") maintains the City Zoning Ordinance ("Zoning Ordinance"), which is codified in Chapter 22 of the City Code; and

WHEREAS, the City Council deems it reasonable and prudent to periodically review said Zoning Ordinance and make necessary changes; and

WHEREAS, the City is authorized to propose text amendments to the City Zoning Ordinance; and

WHEREAS, the City has made application to amend certain sections of the Zoning Ordinance to amend Section 11.6(l) to (i) increase the permitted size of commercial real estate signs in the C3 and I1 zoning districts and (ii) to add a new provision with respect to "development" and "construction" signs; and

WHEREAS, a public hearing to consider a text amendment to said Zoning Ordinance had been conducted by the City Zoning and Planning Commission ("Commission"), pursuant to appropriate and legal notice; and

WHEREAS, during said public hearing, all persons desiring to be heard were afforded an opportunity to give testimony and make comments for the record; and

WHEREAS, the Commission, after considering all evidence and testimony at the public hearing, has filed its findings and recommendations with the Development, Planning and Zoning committee ("DPZ") of the City, recommending approval of the text amendment described herein; and

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Elected Officials

11-12-09

WHEREAS, the DPZ, after reviewing and considering the Commission findings, minutes and report, recommended approval of the text amendment described herein; and

WHEREAS, the City Council has considered the findings and recommendations of the DPZ and the Commission.

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

Section 1. The foregoing recital clauses to this Ordinance are adopted as the findings of the Corporate Authority of the City of Elmhurst and are incorporated herein by specific reference.

Section 2. (A) Section 11.6(l)e, entitled "Other Districts," of Section 11.6(l), entitled "Real Estate Signs," of Section 11.6, entitled "Signs in any District Without Permit or Fee," of Chapter 11, entitled "Signs," of the Zoning Ordinance of the City, as amended, is further amended to read as follows (amendment language in bold):

Other Districts

No more than 16 square feet. **However, in the C3 and I1 districts such signs may be up to 32 square feet.**

(B) Section 11.6(l), entitled "Real Estate Signs," of Section 11.6, entitled "Signs in any District Without Permit or Fee," Chapter 11, entitled "Signs," of the City Zoning Ordinance, as amended, is further amended by inserting the following new section thereto in descending order as follows (proposed language in bold):

(d) "Real Estate Development" or "Construction" Signs

Such signs may exceed 12 square feet, only by Conditional Use Permit in accordance with Chapter 3, Section 3.11 of this Ordinance.

Section 3. Any ordinance or portion of any ordinance in conflict with the provisions of this Ordinance is repealed solely to the extent of such conflict.

Section 4. This Ordinance shall be in full force and effect ten (10) days after its passage, approval and publication in the manner provided by 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 – To approve a City-requested Zoning Ordinance text amendment regarding real estate signs

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendations of the Development, Planning and Zoning Committee, an ordinance approving a text amendment to the real estate subsections of the Zoning Ordinance (i) providing for commercial real estate signs in the C3 and I1 districts up to 32 square feet, from 16 square feet; and (ii) adding a new provision for “development” and “construction” signs that exceed 12 square feet only by a conditional use permit.

Erin

R - 49 - 2009

**A RESOLUTION
TO APPROVE AND AUTHORIZE THE EXECUTION OF
PROFESSIONAL DESIGN AND CONSTRUCTION ENGINEERING SERVICES
AGREEMENT
FOR THE LEVEE IMPROVEMENT PROJECT
BY AND BETWEEN
ENGINEERING RESOURCES ASSOCIATES, INC. (ERA)
AND THE CITY OF ELMHURST**

WHEREAS, Engineering Resources Associates, Inc. (ERA) and the City of Elmhurst (hereinafter the "City") have agreed to enter into an Agreement for professional design and construction engineering services on behalf of the City in connection with the levee improvement in the City of Elmhurst, a copy of which Agreement is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, it is deemed desirable and in the best interests of the City to enter into said Agreement with Engineering Resources Associates, Inc. (ERA).

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

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

Section 2: Agreement. It is hereby determined that a satisfactory agreement with Engineering Resources Associates, Inc. (ERA) has been reached and is hereby approved, a copy of which is attached hereto marked as Exhibit "A".

**Copies To All
Elected Officials
11-12-09**

Section 3: Authorization. The Mayor be and is hereby authorized and directed to execute and the City Clerk is hereby authorized and directed to attest on behalf of the City the agreement with Engineering Resources Associates, Inc. (ERA) for design and construction engineering services on behalf of the City in connection with the Levee Improvement Project in the City of Elmhurst, a copy of which is attached hereto marked as Exhibit "A".

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

ADOPTED this 16th day of November, 2009.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2009.

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

ATTESTED and filed in my office,
This 16th day of November, 2009.

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



ENGINEERING RESOURCE ASSOCIATES, INC.
Consulting Engineers, Scientists, & Surveyors

November 4, 2009

Mr. Michael J. Hughes, P.E.
Director of Public Works
City of Elmhurst
209 N. York St.
Elmhurst, IL 60126

Subject: Proposal for Engineering Services
Levee Improvements Project

Dear Mike:

Engineering Resource Associates, Inc. (ERA) is pleased to submit this proposal for engineering services for the Levee Improvements Project. The proposal has been prepared in accordance with our meetings, visits to the project site, and our experience on similar assignments.

PROJECT UNDERSTANDING

The Elmhurst levee system was constructed in response to the 1987 flooding event in northeastern Illinois. The levee system includes embankments, flood walls, and interior drainage systems, all working together to protect the area otherwise inundated by the 100-year flood. There are four segments in the Elmhurst levee system, totaling approximately 7,000 LF, and five stormwater pump stations to evacuate drainage behind the levee.

The FEMA FIRM revision in 1996 indicated that the levee provided 100-year flood protection, allowing the protected area to be mapped primarily as Zone X. As a result of FEMA's MapMod effort and the National Levee Safety Act of 2007, levees that provide 100-year protection are required to be certified, in order to be mapped as FEMA-accredited and maintain the Zone X designation mapping.

The City of Elmhurst desires to bring the 7,000 LF Elmhurst levee into compliance with FEMA regulations for levee certification. ERA has collected data and evaluated the levee system in accordance with FEMA certification standards and criteria (44 CFR 65.10). The results of the evaluation showed the levee system to be not certifiable, as itemized in the Levee Status Report, attached to this proposal.

This project will rectify the levee's deficiencies in the areas of vegetation management, compaction, animal burrow earthwork, freeboard earthwork, and earthwork to raise high ground adjacent to the levee. Also, this project will rectify areas of the levee where there are unacceptable structures built into the levee. There are steps made of timbers observed in the levee (north of Eldridge Park), which will need to be removed, and the levee will need to be repaired at this location.

www.eraconsultants.com

Geneva
426 South Third Street
Geneva, IL 60134
T 630.262.8689
F 630.262.8698

Warrenville
3s701 West Avenue, Suite 150
Warrenville, IL 60555
T 630.393.3060
F 630.393.2152

Chicago
101 North Wacker Drive
Suite 1110
Chicago, IL 60606
312.683.0110 T

As a public safety measure, this project also presents the opportunity to create an emergency spillway on the levee. Should floodwaters rise, this emergency spillway would be a heavily reinforced overtopping point that is positioned on the levee in an area that would allow displacement from Salt Creek in a less destructive manner than if the whole levee were to succumb to overtopping. The bottom elevation of the spillway must meet FEMA's freeboard requirements, and the freeboard required along the remainder of the levee will need to accommodate for this low point.

The levee is also deficient in record keeping and documentation of operations and maintenance. Starting with those documents that the City already has for levee operations, maintenance and interior drainage plan, this project will recompile the documents to include all items required by FEMA under 44 CFR 65.10 (c) and (d). The new O&M manual for the levee will also include an animal burrow control program, a vegetation management routine, and will provide a clear, logical format for yearly inspection record keeping.

The timeframe for completion of the project is driven by the FEMA deadline of July 1, 2010 for certification documentation. The project will be bid and constructed in one phase, and construction is anticipated in March 2010. It is assumed that by the time the construction begins, the City will have already arranged for the trapping and relocating of the animals that have burrowed into the levee.

The City of Elmhurst now desires to retain ERA to provide design engineering, surveying and resident engineering services for the project. The City of Elmhurst also desires to retain ERA to assist the City in compiling the remaining necessary documentation toward certification of the levee in accordance with FEMA regulations.

PROJECT APPROACH

The following is a detailed summary of work tasks included in our services. All work will be performed to FEMA standards.

DESIGN ENGINEERING

1. **Meetings (8 total) / Coordination** - ERA will continue to meet with City staff throughout the final design phase. Coordination with the Park District, County and other property owners will be required.
 - Kickoff meeting with City staff, to discuss scope and to gather data from City, such as previous plans, specifications and details that have been approved for use by the City.
 - Review Meeting with City at 75% plan completion
 - Two public meetings to present project and receive public input
 - Two meetings with DuPage County to gather information
 - Two meetings with Elmhurst Park District

ERA will also continue to coordinate with FEMA and USACE as needed to ensure proper adherence to FEMA regulations for levee improvements and certification. IDNR/OWR will also be contacted to ensure all floodplain/floodway regulations are accounted for in the



design and construction phases; however, it is not anticipated there will be any required permitting for the project through IDNR.

2. **Emergency Spillway Feasibility Study** - This task entails review of County two-foot contours and aerial photography, as well as, coordination with City personnel to determine the safest location for an emergency spillway. In addition, concepts for updates to the City's flood evacuation plan will be documented for this new anticipated drainage pattern. The bottom elevation of the spillway must meet FEMA's freeboard requirements, and the freeboard required along the remainder of the levee will need to accommodate for this low point.
3. **Preliminary Plan and Cost Preparation** - This task includes the preparation of the preliminary plans based upon our Project Understanding, FEMA levee regulations, and coordination with the City. Based upon the preliminary plan, a corresponding engineer's opinion of probable construction cost summary will be prepared for review by the City. The existing survey performed previously by ERA will serve as the base plan for this. Freeboard evaluation will be finalized using the 2004 DuPage County Regulatory Floodplain Mapping elevations and consideration will be given to location and elevation of an emergency spillway, if feasible.
4. **Final Plan, Specifications and Estimates (PS&E)** - This task includes the preparation of contract documents to enable competitive bidding by qualified contractors according to the project understanding and the approved Preliminary Plan and Cost Opinion.

ERA will prepare a complete set of final contract plans and specifications for the project. Plans and specifications will be prepared in City of Elmhurst standard formats and in accordance with FEMA regulations. It is our understanding that the project will be bid and constructed as a single phase project. The Construction Document Plans will include the following anticipated sheets (35 total):

- Cover Sheet with a Site Location Map (1 sheet)
- Legend, General Notes and Typical Sections (1 sheet)
- Summary and Schedules of Quantities (1 sheet)
- Staging and Traffic Control Plans (if necessary) - These sheets will be detailed to show various stages of construction as well as the traffic control and protection associated with each stage as necessary, including signage, barriers, standard details, and work areas. These sheets also include detour signage and route plans. (8 sheets)
- Plan and Profile Sheets - These sheets will show vertical and horizontal locations of the existing and proposed levee segments. These sheets will include areas of vegetation removal, animal burrow remediation, stock piling locations, truck access and turn-around areas, easements and temporary easements, anticipated excavation and earthwork, and freeboard fill to be placed. (8 sheets)
- Cross Sections - Cross sections at 50 foot intervals and as necessary, showing existing and proposed conditions and cut/fill areas. (8 sheets)
- Detailed Grading Sections (2 sheets)
- Construction Details - These sheets will include IDOT Highway Standard construction details, City of Elmhurst standard details, traffic control standard details and project-specific details to enable construction of the proposed improvements to FEMA and USACE regulations. (3 sheets)



- Planting/Seeding Plan (1 sheet)
- Soil Erosion and Sedimentation Control Plan (1 sheet)
- Riparian Impact Plan (1 sheet)

Specifications will be prepared in City of Elmhurst standard format. The specifications will reference IDOT Specifications as much as possible. Bid Documents and unit price bid item quantities will be included. Contract Documents will conform to the standard City format and will include bid forms, instruction to bidders, contract forms, bonding and insurance requirements and, where applicable, state and federal compliance requirements.

This task also includes the preparation of a final engineer's opinion of probable construction cost for the proposed improvements. Plans, specifications, and estimates (1 copy) will be submitted to the City for review and approval at the 75% and 100% stages of completion.

5. **Permit Assistance** - ERA will assist in the preparation and submittal of the following permit applications:

- DuPage County Stormwater Management Permit. The following is a list of the anticipated items to be included in the storm water tabular submittal.
 1. Tab 1 – Project summary
 2. Tab 2 – Narrative
 3. Tab 3 – Not applicable. It is assumed that floodplain will not be impacted.
 4. Tab 4 – Not applicable. It is assumed that wetlands will not be impacted.
 5. Tab 5 – Riparian submittal.
 6. Tab 6 – Anticipated exhibits include (Tributary area map, Disturbed area map, Floodplain map, Wetland maps, wetland & planting plan)
 7. Tab 7 – Narrative planting, monitoring and maintenance tasks.
 8. Tab 8 – Not applicable as the project is not a private development.
 9. Tab 9 – Not applicable. It is assumed that variances will not be required.
- No other permits are anticipated for this project. Joint Federal/State Permit Application and necessary other regulatory consultations with Federal and State agencies for permits, clearances, and authorizations will be considered additional services.

6. **Bidding Assistance** - ERA will provide bidding assistance for the project as follows:

- Issue notices to qualified bidders
- Place project advertisements in Dodge Reports and other trade publications
- Provide 10 sets of the bid documents and plans to the City for distribution to interested bidders. Additional sets can be provided at printing cost.
- Attend pre-bid conference, which will be a mandatory meeting for bidders on this project
- Review bids and provide award recommendation
- Issue addenda, if required, for City's distribution
- Respond to bidder questions
- Attend bid opening
- Tabulate bids
- Provide four sets of conformed contract documents for signing and ten additional sets of documents to the contractor for use during construction.



CONSTRUCTION ENGINEERING

The anticipated duration of the construction period is 20, 9-hour working days. It is assumed that the contractor will not work during wet or rainy conditions. ERA will provide full-time resident engineering services as follows:

1. Meetings/Coordination

- Pre-Construction meeting with contractor, sub-contractors, City of Elmhurst staff, testing consultant staff, utility companies and others. The meeting is to establish the scope of the work, review the project schedule and clarify, discuss and resolve items of concern.
- Attend meeting at point of substantial completion of the project with punch-list. This meeting is also an opportunity for review of the construction schedule, payment requests, and discussion of construction issues and any deficiencies observed.
- Attend meeting at point of final completion of the project with finalized punch-list.
- Meetings as necessary to further progress on the project.
- Distribute meeting summaries to attendees and other interested parties.
- Coordinate with testing consultant and contractor to ensure material testing conforms to contract requirements.
- Keep residents and property owners informed and updated with accurate expectations

2. Construction Observation

- Provide resident engineer (ERA personnel) and resident geotechnical inspector (ECS personnel as subcontractor to ERA). It is assumed that the contractor will use two crews to meet project schedule requirements. Resident engineer and inspector will be full-time during periods of critical construction activity. Critical tasks for the engineer and inspector to be on-site for include:
 - Completion of the construction staking and layout and soil erosion and sedimentation control installation;
 - Vegetation removal and grinding;
 - Fill required due to the following anticipated activities, to ensure soils are removed, placed and compacted correctly:
 - Excavation or filling of animal burrows, as indicated on plans
 - Vegetation removal
 - Utility pole relocation
 - Fence post removal
 - Freeboard addition
 - Delivery of live plant materials;
 - Completion of planting/seeding;
 - Substantial completion of project and preparation of a sub-completion punchlist;
 - Final inspection of punchlist items and final completion of project.
- Serve as the City's liaison with the contractor primarily through the contractor's superintendent, public/private utilities and various jurisdictional agencies.
- Observe for compliance to the approved plans and specifications. Deviations by the contractor to the plans and specifications will be documented, and the Contractor will be alerted immediately. The City will receive prompt notification of any deviations.



- Alert the Contractor's field superintendent when unapproved materials or equipment are being used and advise the City of such occurrences.
- Review weekly progress, prepare a weekly summary to be approved by the City and distributed by mail to the interested parties.
- Daily review and inspection of traffic control items including completion of a weekly barricade check report (if applicable).
- Maintain a database of names, addresses and telephone numbers of subcontractors, contractors, suppliers, and utility companies and other entities involved with the project.
- Adherence to the general policy of safety, requiring, at a minimum, wearing an orange safety vest and steel toed shoes along with additional safety measures required under various situations.
- **On-Call Response** - ERA will be available to respond to a call from the City within a period of two hours. The person assigned to the project will be equipped with a cellular telephone and the City will have access to the number. In the event that the assigned person is unavailable, the City may contact the Project Manager directly. Additionally, ERA will be available to attend emergency meetings within a 24-hour period.

3. Construction Documentation

A. General Documentation

- Track and measure contract pay item quantities using Inspector's Daily Reports.
- Keep and maintain a daily diary summarizing contractor operations, coordination activities, weather, project issues, etc.
- Collect and file material tickets.
- Prepare weekly reports.
- Provide weekly reports and site visit reports to the City and the Contractor.
- Submit project documentation to ERA office for use in reviewing contractor pay request.
- Track contractor time and materials expended on extra work items.

B. Scheduling

- Monitor contractor's progress and adherence to project schedule.
- Review schedule with contractor on a daily basis and require contractor to update schedule on a weekly basis as necessary.
- Track and record calendar days as they are expended.

C. Pay Request & Change Order Review

- Review applications for payment and compare to documentation records on a monthly basis.
- Forward recommendations for payment to City staff for review and approval.
- Review change order documentation and justifications.
- Forward change order recommendations to City staff.

D. Project Close-Out

- Prepare a list of items for correction by the contractor.
- Review testing results and incorporate into punch list.



- Work with City staff to incorporate items into the punch list.
- Work with contractor to complete all punch list items in a timely, responsive manner.
- Determine if the project has been completed in accordance with the contract documents and if the contractor has fulfilled all obligations.

4. Construction Layout

- Establish job-site vertical and horizontal control.
- Layout areas of fill using lathe and/or painted markings.
- Miscellaneous layout as required.

5. Record Drawings

- Maintain a set of Record Drawings on which all changes to the original plans are noted.
- Survey the areas of completed improvements and merge into previous survey to create updated contours and profile.
- Incorporate survey results and documentation records to prepare a complete set of as-built record drawings showing location and elevation of completed improvements.
- Submit one set of reproducible mylar record drawings and deliver a reproducible set of drawings, and AutoCAD drawing file(s) and PDF format drawing files on CD-ROM to the City at the completion of the Project and acceptance by City.
- Record drawings will be submitted to FEMA within the levee certification package.

SUBMITTAL TO FEMA

As noted in the Levee Status Report, the levee is deficient in its record keeping for operations and maintenance and interior drainage plan.

1. Operations and Maintenance

For this task, ERA will continue to assist the City in identifying the required documentation and compiling it in a clear, organized fashion to streamline the record keeping of future yearly inspections to remain consistent with FEMA regulations.

2. Interior Drainage Plan

ERA will also coordinate with City staff and DuPage County staff to better understand the current interior drainage plan and to establish a checklist for documenting its components, operations and maintenance requirements. This task also includes creating an exhibit of the pump stations' tributary areas and field verification of interior drainage limits. ERA will continue coordination with FEMA and USACE to ensure compliance with federal regulations, especially due to the addition of freeboard and raising the high ground between levee segments.

3. Final Inspection

ERA will perform a final inspection of the levee, its closures, and the pump stations (with assistance of City staff). The floodwalls will be inspected as a maintenance check to ensure vegetation (ivy) has been removed and joints and cracks have been sealed. This



task includes photographic documentation. The recompiled checklists in the O&M manual will be completed during this final inspection, which is part of the certification deliverable to FEMA. ECS will perform 4 borings to finalize geotechnical evaluation after construction. ERA will continue to coordinate with ECS.

4. Preparation of Certification Documentation

ERA will gather the above elements to finalize conforming documentation for levee certification suitable for submittal to FEMA.

It is assumed there will be one round of comments from FEMA and responses. This does not include additional analytical work. It only includes responses for clarification of the documentation. Any work for the responses outside of clarifications will be considered additional services.

5. Letter of Map Revision (LOMR) Submittal

Per communication with FEMA and USACE to-date, the LOMR process is necessitated by improvements made to the levee (the addition of freeboard and raising the high ground between levee segments).

A LOMR is an official revision to the currently effective FEMA map. It is used to change flood zones, floodplain and floodway delineations, flood elevations, and planimetric features. The levee improvements are not intended to change the currently effective FEMA map. ERA will submit a LOMR request to FEMA through the chief executive officer of the community, since it is the community that must adopt any changes and revisions to the map. The submittal will include the following:

- Necessary completed application (MT-2 riverine) forms with signatures
- A narrative on project and submittal
- All hydrologic & hydraulic computations and computer models from previous (1993) LOMR submittal
- An annotated FEMA FIRM to indicate levee improvement areas.

The charges for this task assume that the as-built condition reasonably matches the proposed plans. Services for additional submittals required to address agency comments will be charged on an hourly basis.

FEMA charges fees to recover review costs. Application fees associated with the submittal to FEMA shall be provided by the Owner. The fee schedule can currently be viewed online at: http://www.fema.gov/plan/prevent/fhm/frm_fees.shtml#2.

A LOMR is usually followed by a physical map revision. A physical map revision is an official republication of a map to effect changes to flood insurance zones, floodplain delineations, flood elevations, floodways, and planimetric features. The community's chief executive officer can submit scientific and technical data to FEMA to support the request for a map revision. The data will be analyzed, and the map will be revised if warranted. ERA can assist in coordinating with the community on the physical map revision process; however this service is not included in this contract.

It is assumed there will be one round of comments from FEMA and responses. This does not include additional analytical work. It only includes responses for clarification of the



documentation. Any work for the responses outside of clarifications will be considered additional services.

DELIVERABLES

ERA will submit the following:

- Emergency Spillway Feasibility Study to the City (1 copy)
- Preliminary Plan and Cost Opinion to the City (1 copy)
- Final Plans, Specifications, and Estimates to the City (1 copy at 75%, 1 at 100%, and then 10 copies for bidding distribution)
- DuPage County Stormwater Management Permit Application and Tabbed-format Submittal to the County and copy to the City
- Resident Engineering documentation to the City and Contractor
- LOMR submittal to FEMA and to the City (1 copy)
- Levee Certification Documentation to FEMA and to the City (1 copy)

The work described in this agreement will be performed as expeditiously possible as weather and other physical conditions permit. The engineer shall not be liable to the client if delayed from performing the work as specified here through any cause or causes beyond the control of the engineer and not caused by his own fault or negligence including acts of God or public enemy, weather conditions or acts of government.

SERVICES NOT INCLUDED

The following services are specifically excluded from the scope of services.

- Survey services beyond "as-built" survey. Should additional survey be needed beyond that previously provided for the base plan in the preparation of the construction documents, this will be considered an additional service.
- Traffic Planning/Study/Analysis
- Design of Offsite Utilities or Roadways
- Electric, Gas, Telephone, Cable Service Design
- Mechanical/Electrical Design
- Building Plumbing Design
- Structural Engineering Design
- Attendance at Meetings (except as specified above)
- Re-location of Public/Private Utilities
- Resident Engineering Services extending beyond the estimated 20 working days. Anything beyond will be charged at an hourly rate and our fee schedule is attached.

PROJECT SCHEDULE

We have examined the scope and hours allocated to this proposed project and compared them to other currently booked and anticipated projects. We hereby certify that we have the



personnel and equipment available to provide services in accordance with the following anticipated project schedule.

| | |
|----------------------|-------------------|
| Project Initiation | November, 2009 |
| Public Meeting No. 1 | December 1, 2009 |
| Submit 75% PS&E | December 11, 2009 |
| Public Meeting No. 2 | December 15, 2009 |
| Submit 100% PS&E | December 30, 2009 |
| Issue for Bids | January 15, 2010 |
| Open Bids | February 3, 2010 |
| Construction Begin | March, 2010 |

FEES

Fees for engineering services described in this proposal are proposed on a cost plus, not to exceed basis using an hourly rate multiplier of 2.80 times direct staff payroll rates. Direct costs will be charged at their actual rate incurred with no markup. Our total not to exceed fee for this assignment is \$167,040.

A detailed summary of anticipated hours and fees and average hourly payroll rates is included on the following page.

We appreciate the opportunity to submit this proposal and we look forward to working with you on this important project. Please call us at (630)393-3060 if you have any questions or comments.

Sincerely,
ENGINEERING RESOURCE ASSOCIATES, INC.

Bruce Maki, CFM
Project Manager

Lillian B. Prince, P.E., CFM, LEED AP
Project Engineer





EXHIBIT A

Hour and Cost Budget

City of Elmhurst Levee Improvements Project

Prepared By
Engineering Resource Associates, Inc.
4-Nov-09

| TASKS | PD | PM/PLS | PE | RE | SE/SS | CC | FT | CT | CL | TOTAL HOURS | %OF HRS | TOTAL COST | |
|---|-------------------------------|-----------|------------|------------|------------|-----------|-----------|------------|-----------|--------------|---------------|------------------|-----------------|
| | pay rate \$70.00 | \$64.50 | \$40.50 | \$35.00 | \$33.00 | \$26.00 | \$22.00 | \$35.00 | \$21.00 | | | | |
| | charge rate (2.80 multiplier) | \$196.00 | \$180.60 | \$113.40 | \$98.00 | \$92.40 | \$72.80 | \$61.60 | \$98.00 | \$58.80 | | | |
| Design Engineering | | | | | | | | | | | | | |
| 1. Meetings (8) / Coordination | 1 | 8 | 42 | 0 | 24 | 0 | 0 | 0 | 8 | 83 | 6.1% | \$9,092 | |
| 2. Emergency Spillway Feasibility Study | 1 | 2 | 8 | 0 | 16 | 0 | 0 | 8 | 6 | 41 | 3.0% | \$4,080 | |
| 3. Preliminary Plan and Cost Preparation | 1 | 4 | 32 | 0 | 48 | 0 | 0 | 42 | 0 | 127 | 9.3% | \$13,098 | |
| 4. Final Plans, Specifications & Estimate | 2 | 16 | 24 | 0 | 48 | 0 | 0 | 148 | 22 | 260 | 19.1% | \$26,236 | |
| 5. Permits | 2 | 16 | 32 | 0 | 64 | 0 | 0 | 24 | 8 | 146 | 10.7% | \$15,646 | |
| 6. Bidding Assistance | 0 | 4 | 8 | 0 | 16 | 0 | 0 | 0 | 16 | 44 | 3.2% | \$4,049 | |
| Subtotal Design Engineering | 7 | 50 | 146 | 0 | 216 | 0 | 0 | 222 | 60 | 701 | - | \$72,201 | |
| Construction Engineering | | | | | | | | | | | | | |
| 1. Meetings/Coordination | 2 | 4 | 4 | 2 | 0 | 0 | 0 | 0 | 2 | 14 | 1.0% | \$1,882 | |
| 2. Construction Observation | 0 | 2 | 4 | 138 | 8 | 0 | 0 | 0 | 0 | 152 | 11.2% | \$15,078 | |
| 3. Construction Documentation | 0 | 2 | 2 | 36 | 2 | 0 | 0 | 0 | 14 | 56 | 4.1% | \$5,124 | |
| 4. Construction Layout | 0 | 1 | 2 | 6 | 0 | 40 | 24 | 12 | 0 | 85 | 6.3% | \$6,562 | |
| 5. Record Drawings | 0 | 1 | 0 | 4 | 2 | 40 | 40 | 86 | 8 | 181 | 13.3% | \$15,032 | |
| Subtotal Construction Engineering | 2 | 10 | 12 | 186 | 12 | 80 | 64 | 98 | 24 | 488 | - | \$43,677 | |
| FEMA Submittals | | | | | | | | | | | | | |
| 1. Operations and Maintenance | 1 | 1 | 20 | 0 | 14 | 0 | 0 | 0 | 5 | 41 | 3.0% | \$4,232 | |
| 2. Interior Drainage Plan | 1 | 2 | 22 | 0 | 18 | 0 | 0 | 8 | 2 | 53 | 3.9% | \$5,617 | |
| 3. Final Inspection | 1 | 2 | 20 | 0 | 0 | 0 | 0 | 0 | 0 | 23 | 1.7% | \$2,825 | |
| 4. Preparation of Certification Documentation | 1 | 2 | 16 | 0 | 0 | 0 | 0 | 0 | 4 | 23 | 1.7% | \$2,607 | |
| 5. Letter of Map Revision (LOMR) Submittal | 2 | 2 | 18 | 0 | 4 | 0 | 0 | 0 | 4 | 30 | 2.2% | \$3,399 | |
| Subtotal FEMA Submittals | 6 | 9 | 96 | 0 | 36 | 0 | 0 | 8 | 15 | 170 | - | \$18,680 | |
| Direct Costs (0% Markup) - See Exhibit B | | | | | | | | | | | | | |
| In-House Direct Costs | | | | | | | | | | | | \$1,510.00 | |
| Outside Direct Costs - Includes Soils Consultant (ECS) for resident inspection, on-site testing & final testing for certification | | | | | | | | | | | | \$30,972.00 | |
| Direct Cost Totals | | | | | | | | | | | | | \$32,482 |
| Project Totals | 15 | 69 | 254 | 186 | 264 | 80 | 64 | 328 | 99 | 1,359 | 100.0% | \$167,040 | |
| | 1.1% | 5.1% | 18.7% | 13.7% | 19.4% | 5.9% | 4.7% | 24.1% | 7.3% | | | | |

PD - Project Director ES - Environmental Specialist
 PM - Project Manager CC - Survey Crew Chief
 PLS - Professional Land Surveyor FT - Field Technician
 PE - Project Engineer SCT - Senior CADD Technician
 SE - Staff Engineer CL - Clerical



EXHIBIT B

Direct Cost Summary

City of Elmhurst Levee Improvements Project

Prepared By
Engineering Resource Associates, Inc.
4-Nov-09

| | Quantity | Unit | Unit Cost | In-House | Outside Direct Cost | |
|---|----------|-------|------------|---------------------------|---------------------|--------------------|
| 1. Design Engineering | | | | | | |
| Meetings | | | | | | |
| Mileage | 520 | miles | \$0.55 | \$286.00 | | |
| Plan Set Production | | | | | | |
| Preliminary Plans (24"x36"): 35 sheets @ 1 copy | 35 | sheet | \$0.80 | | \$28.00 | |
| 75% Plans (24"x36"): 35 sheets @ 1 copy | 35 | sheet | \$0.80 | | \$28.00 | |
| Preliminary Plans (24"x36"): 35 sheets @ 1 copy | 35 | sheet | \$0.80 | | \$28.00 | |
| Final Plans (24"x36"): 35 sheets @ 1 copy | 35 | sheet | \$0.80 | | \$28.00 | |
| Permitting | | | | | | |
| Plan Set (24"x36"): 35 sheets @ 10 copies | 350 | sheet | \$0.80 | | \$280.00 | |
| Tabbed Submittal, Spiral-bound @ 10 copies | 10 | book | \$60.00 | | \$600.00 | |
| Bidding Assistance | | | | | | |
| Plan Set (24"x36"): 35 sheets @ 10 copies | 350 | sheet | \$0.80 | | \$280.00 | |
| | | | | SUBTOTAL | \$286.00 | \$1,272.00 |
| 2. Construction Observation | | | | | | |
| Resident Geotechnical Inspector (ECS) | | | | | | |
| 20 days @ 36.00/day ^{1000.} | 20 | day | \$1,000.00 | | \$20,000.00 | |
| Soils Testing (ECS) | | | | | | |
| | - | - | - | | \$8,825.00 | |
| Vehicle | | | | | | |
| 20 days @ 36.00/day | 20 | day | \$36.00 | \$720.00 | | |
| Photocopies (8.5" x 11") | | | | | | |
| 200 sheets @ 0.10 / sheet | 200 | sheet | \$0.10 | | \$20.00 | |
| Record Drawings | | | | | | |
| Plan Set (24"x36" mylar): 35 sheets @ 1 copy | 35 | sheet | \$9.00 | | \$315.00 | |
| Plan Set (24"x36"): 35 sheets @ 1 copy | 35 | sheet | \$0.80 | | \$28.00 | |
| Mileage | 580 | miles | \$0.55 | \$319.00 | | |
| | | | | SUBTOTAL | \$1,039.00 | \$29,188.00 |
| 3. FEMA Submittal | | | | | | |
| Photocopies (8.5" x 11") | | | | | | |
| 200 sheets @ 0.10 / sheet | 200 | sheet | \$0.80 | | \$160.00 | |
| Tabbed Submittal, Spiral-bound @ 4 copies | | | | | | |
| | 4 | book | \$60.00 | | \$240.00 | |
| Plan Set (24"x36"): 35 sheets @ 4 copies | | | | | | |
| | 140 | sheet | \$0.80 | | \$112.00 | |
| Shipping | | | | | | |
| | - | - | - | \$185.00 | | |
| | | | | SUBTOTAL | \$185.00 | \$512.00 |
| | | | | TOTAL DIRECT COSTS | \$1,510.00 | \$30,972.00 |



ENGINEERING RESOURCE ASSOCIATES, INC.
Consulting Engineers, Scientists, & Surveyors

August 24, 2009

Michael Hughes, P.E.
Director of Public Works
City of Elmhurst
209 North York Road
Elmhurst, IL 60126

Subject: Levee Certification Status Report
ERA Project No. 290308

Dear Mike:

Engineering Resource Associates, Inc. (ERA) is pleased to submit this status report for the Elmhurst Levee Certification Project.

To date, the following tasks have been performed, and each is summarized in the text of this report.

1. Perform field survey and draft existing levee conditions.
2. Perform Soil borings (by geotechnical subconsultant, ECS).
3. Review construction and as-built drawings provided by City of Elmhurst.
4. Research FEMA and USACE guidelines for levee certification and possible solutions for deficiencies:
 - a. Freeboard
 - b. Maintenance regarding critter holes
 - c. Maintenance regarding vegetation on levee embankments
 - d. Other issues
5. Review City documentation and compile questions for the City regarding levee operations, maintenance, closures, and interior drainage.

1.) FIELD SURVEY

ERA survey crews performed a field survey of the existing levee conditions. The results of the field survey have been drafted and are included on the attached plan and profile drawings. Additional field survey will be required in at least one location to better document the end of the levee.

www.eraconsultants.com

Geneva
501 W. State Street
Suite 203
Geneva, IL 60134
T 630.262.8689
F 630.262.8698

Warrenville
35701 West Avenue, Suite 150
Warrenville, IL 60555
T 630.393.3060
F 630.393.2152

Chicago
10 S. Riverside Plaza
Suite 1800
Chicago, IL 60606
312.683.0110 T
312.474.6099 F

2.) SOIL BORINGS

ECS performed soil borings on June 24, 2009 with the exception the area near Scott and Illinois Route 83, as ECS needed additional information on the location of a pipeline. All borings are now complete and soil sample testing is underway.

3.) LEVEE CONSTRUCTION AND AS-BUILT DRAWINGS

ERA has reviewed the construction and as-built drawings uploaded to the Project Path website by the City of Elmhurst. (As reference, the Project Path website is: <https://engineeringresourceassociatesinc.projectpath.com/login>.)

It appears we have all proposed construction drawings related to the different phases of the levee construction; however, please note that we only have record drawings for the Phase II Levee Improvements performed by Lindley & Sons for Madden Construction. These record drawings depict the sections of the levee between Harrison Street and Wilson Street. We could not locate record drawings for the levee near Scott Street and the levee near Butterfield Road. Record drawings or "as-builts" are a requirement for levee certification.

4.) RESEARCH OF FEMA AND USACE GUIDELINES FOR LEVEE CERTIFICATION AND POSSIBLE SOLUTIONS FOR DEFICIENCIES

4a.) Freeboard Analysis

ERA has performed a freeboard analysis on the levee, based on a strict interpretation of the requirements of Section 65.10(b) of the NFIP regulations. This information is shown on the attached plan and profile drawings. Areas where the existing levee profile is lower than our strict interpretation of the regulations have been shaded gray and identified with stationing.

The top of the levee, as proposed in the construction drawings completed by Harza Engineering, has been reviewed, to gain a better understanding of the intended freeboard. The profile of the proposed top of levee (which is labeled as "Harza Proposed Top of Levee") is also shown on the attached plan and profile sheets.

The record and construction drawings show elevations referenced to the NGVD 29 datum. Currently, new deliverables to FEMA are to be referenced to the NAVD 88 datum, and survey of the levee was performed accordingly. To be consistent with the vertical datum, the profile elevations from Harza's construction drawings were first converted to the NAVD 88 datum by subtracting approximately 0.27-feet.

It is important to note that Harza's proposed elevations do not follow the strict interpretation of 65.10(b). In some cases, it is lower. Harza's calculations and other supporting data from the LOMR indicate that an exception was approved by FEMA and the required freeboard for the LOMR was actually two feet, rather than three feet as stated in 65.10(b).



We are working with FEMA and their LOMR consultant Michael Baker to obtain verification that FEMA will issue LOMRs for levees with less than 3 feet of freeboard under current interpretation of 65.10(b). Obviously, this is significant in our evaluation of the freeboard conditions. If the exception is still acceptable by FEMA, and if we concur with the risk and liability considerations and calculations to determine that less than 3 feet of freeboard would be adequate, there will be fewer freeboard deficiencies.

The contacts provided to us at Michael Baker Jr. are as follows:

Selam Hagos
Office: 703-317-6223
shagos@mbakercorp.com

Tom Smith
Office: 703-317-6267
tsmith@mbakercorp.com

4b.) Critter Holes

Field inspection of the levee revealed several critter holes, which were surveyed for their locations and are shown on the attached plan and profile sheets. Unfortunately, the holes compromise the structural integrity of the levee. The City will be responsible to trap, find a new suitable location, and relocate these animals.

FEMA Publication 473, "Technical Manual for Dam Owners, Impacts of Animals on Earthen Dams", discusses handling of animal burrows on the levee. Chapter 5.0 of FEMA Publication 473 is titled "Dam Repair and Intrusion Prevention through Design", and it provides direction for maintenance issues for vegetation and burrows on earthen dams. This publication also deals with the removal and preventative issues for burrowing animals. We have uploaded this document to the Project Path website.

Here is the text from Publication 473 on filling burrows:

Methods for repairing or filling an animal burrow are essentially limited to two basic types. The first method considers filling the burrow without excavation while the second method considers excavating the burrow and backfilling the area. Details for each method are discussed below.

Observed burrows without signs of embankment distress (e.g., cracking, slumping) in the area may simply require filling with an impervious material or cementitious grout. To fill the entire burrow, a process often referred to as "mud-packing" can be applied. This method consists of placing one or two lengths of metal stove or vent pipe vertically into the burrow. When the pipe is properly sealed, a slurry of 90% earth and 10% concrete, plus an appropriate amount of water to make the slurry flow, is placed in the pipe and allowed to flow into the burrow (Virginia Dam Safety Program, 2003). The last 6 inches is filled with dirt that will support grass growth.

On the other hand, signs of embankment stress surrounding a burrow may indicate massive soil movement into the burrow. In these cases and at the owner's discretion, complete removal of the burrow is preferred. Shovels or backhoes could be necessary during excavation depending upon the burrow location, size, and depth. Excavation limits will be



defined by the burrow size and location as well as the density and type of embankment material. Prior to excavation, dam safety professionals and dam owners should examine potential consequences of soil removal, including slope instability and increased hydraulic gradient. The completed excavation should be thoroughly inspected for adequate removal of the animal burrow. Voids remaining from an animal burrow can develop into potential internal erosion pathways or sinkholes.

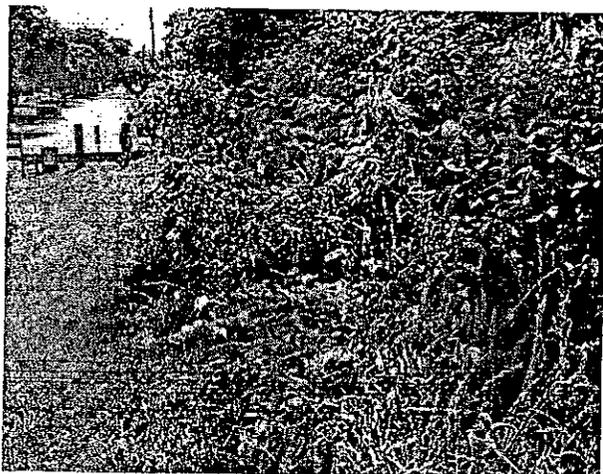
Once excavation is complete, the resulting hole must be properly backfilled in a timely manner. Acceptable backfill material should consist of soil types (e.g., sand, clay, etc.) similar to that of the surrounding embankment. If desired, laboratory index testing such as grain size and Atterberg Limits of the backfill and embankment materials may be performed. To achieve adequate compaction of the backfill materials, necessary laboratory testing of backfill materials should include a maximum dry density determination by either the Standard or Modified Proctor test (ASTM D-698 or ASTM D-1557). Backfill material should be compacted to a minimum of 95% of the maximum dry density and within +/- 2% of the optimum moisture content, as determined by ASTM D-698. The completed backfilled surface should be smooth and approximately level with the surrounding ground surface. Backfill should be placed and compacted in lifts of no more than 8 inches thick. A 2 to 4-inch gap can be left between the top of the completed backfill surface and surrounding ground surface to accommodate topsoil.

The final step is to revegetate the disturbed area. Native grass species appropriate for embankment dam slopes should be provided.

Publication 473 goes on to describe preventative measures against burrowing. It also mentions that it is important to prioritize necessary repairs based on the seriousness of the deficiency. Prioritizing the relative importance of each repair depends on several factors including the length, depth and location of each burrow.

4c.) Vegetation

The two photos below were taken during a field visit on June 12, 2009, and they are good examples of the overgrowth that is typical in some sections along the levee:



Madison & Fairview, approximately Station 43+50, looking east





North of Madison St., at approximately Station 47+00, looking south

The USACE document ETL 1110-2-571 addresses vegetation on levees. To quote from Chapter 4:

The only acceptable vegetative ground cover in the vegetation-free zone shall be perennial grasses. Their primary function shall be to reliably protect against erosion. They shall be maintained as necessary to ensure the health and vigor of the primary species providing erosion protection. The species selected for each project shall be appropriate to the local climate, conditions, and surrounding or adjacent land uses. Preference should be given to the use of native species. Invasive or weed species shall not be acceptable. The species selected must be able to tolerate mowing to heights as low as 3 inches, as follows: at least once each year for inspection; and in anticipation of flood conditions and associated monitoring and flood-fighting activities.

There are illustrations in Chapter 6 of this ETL that show the relationship of vegetation to the levee. Figure 1 from Chapter 6 is shown below. It depicts a Minimum Vegetation-Free Zone on the levee and within 15 feet of the toe of the levee or to the edge of normal water surface if that falls within 15 feet of the levee. The Vegetation-Free Zone also has a vertical minimum of 8 feet.

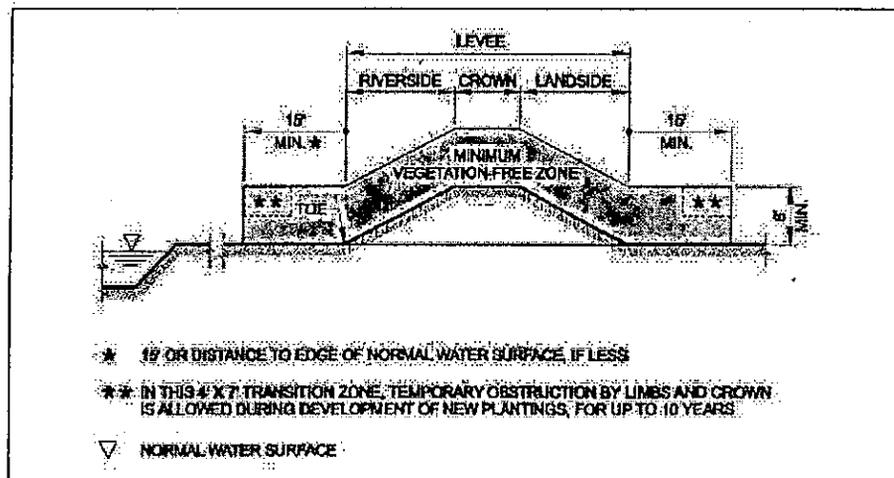


Figure 1: Levee Section - Basic



Figure 19 below shows an example of the vegetation-free zones required around a floodwall.

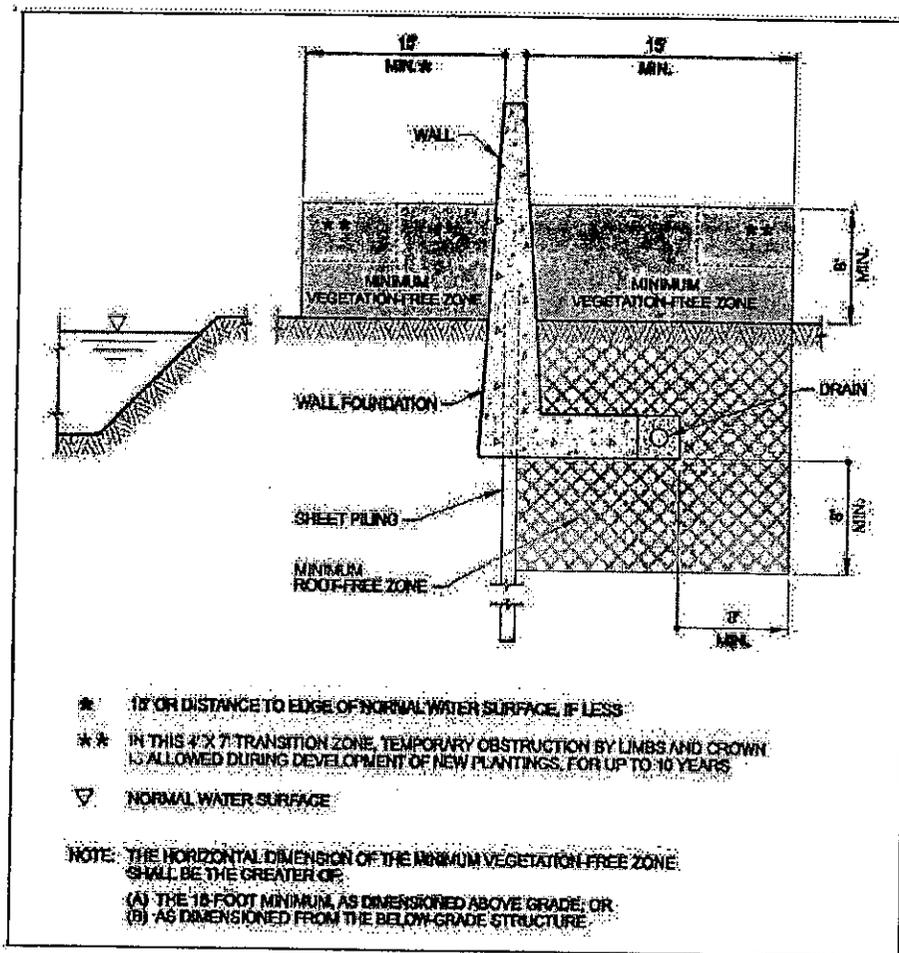


Figure 19: Cantilever-I Type Sheet-Piling Floodwall with Drain.

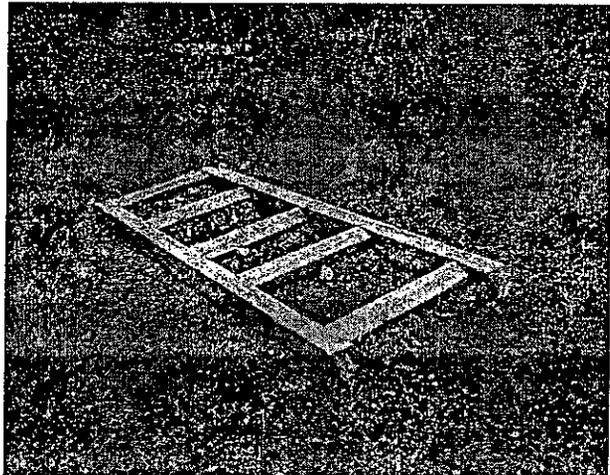
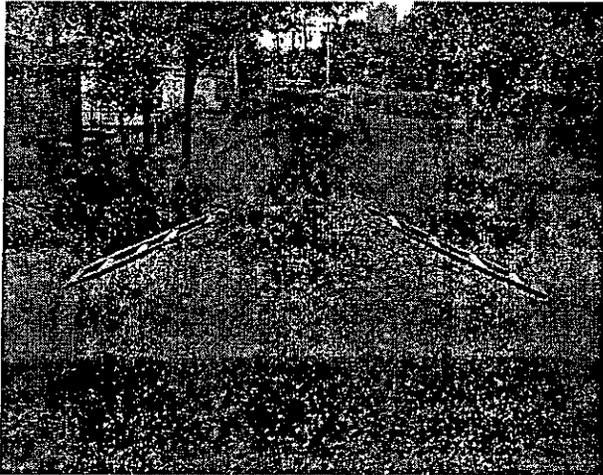
Maintenance and repair to remedy deficiencies in the levee due to non-compliant vegetation is addressed in Chapter 5 of the ETL. Specifically, it is stated that "the removal plan shall expand on the following basic requirements:"

- (1) By excavation, remove the trunk (or stem), stump, rootball and all roots greater than 1/2 inch in diameter – all such roots in, or within 15 feet of, the flood damage reduction structure shall be completely removed.
- (2) Assure that the resulting void is free of organic debris.
- (3) Fill and compact the void according to the original soil and compaction specifications; or, if no specifications exist, match adjacent soil and compaction.

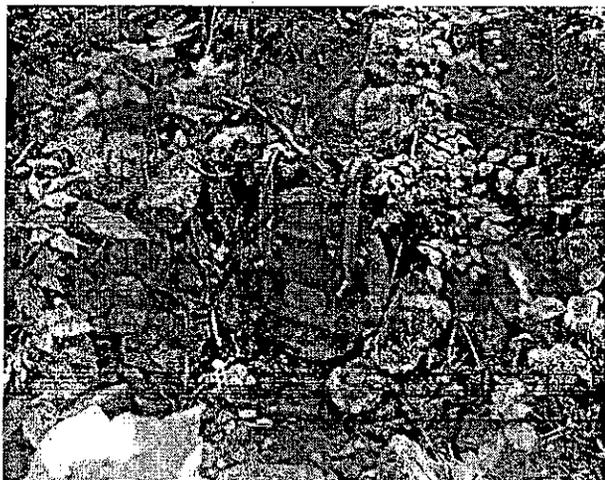


4d.) Other Deficiencies

During a field visit, steps made of timbers were observed in the levee at approximately 14+10. Unfortunately, there is no way to promise that these structures maintain the flood-proofing integrity of the levee, and we therefore recommend that the steps be removed and that the levee be repaired at this location. Because the area on the riverside of the levee is an attractive recreation area without any other entrance than to cross the levee, it may be practical to provide other erosion-preventing reinforcement at this location due to heavy foot traffic.



All flap gates were checked during our field visit in mid-June, and there were two that were not easily opened, due primarily to sediment deposit but also shoreline vegetation blocking the gate from being pulled open. It is important that maintenance measures are taken as needed at the flap gates for a final inspection of the closures to pass for certification. In the pictures below, the flap gate on the left is silted in, whereas the one on the right opens easily.



5.) QUESTIONS FOR CITY OF ELMHURST

ERA has reviewed the Emergency Operating Plan 2007, the 1993 LOMR documentation and Harza Engineering's design documentation. We have the following questions for the City of Elmhurst:

1. Are the following staff names and phone numbers from Emergency Operating Plan 2007 still current?

| Name | Home | Nextel |
|-----------------------------|----------------|----------------|
| Rod O'Donovan | (847) 392-4749 | (630) 330-0895 |
| Chris Dusert | (630) 792-9482 | (630) 330-0896 |
| Don Novak (3097 Station #1) | (630) 941-0868 | (630) 330-6617 |
| Mike Hughes (Office 6170) | (630) 527-9147 | (630) 330-0879 |
| Pat Morley | (630) 834-8354 | (630) 330-0888 |
| Jim Hirakawa | (847) 584-0764 | (630) 330-0883 |
| Cori Keating | (847) 983-0684 | (630) 330-0885 |

2. Is there a separate officially adopted maintenance plan? Or does the Emergency Operating Plan 2007 include a portion of the document from the design report developed by Harza Engineering, titled "City of Elmhurst – Flood Mitigation Project – Design, Operation and Maintenance Report for the Levee System and Detention Basin." Pages 14-18 (including table 3) from this document appear to have been part of the PAL Agreement, but it is unclear if this is the adopted maintenance plan.
3. In terms of a maintenance plan, pages 14-18 of this above-referenced document define the activities, but the titles of the people responsible for performing those activities need to be included. Can the City provide?
4. Does Elmhurst have the manufacturer's specifications for the various closure devices, pumps, etc.? If so, are they located with the specific device? Many inspection and maintenance activities refer to manufacturer's specifications. We need to incorporate those activities into this accreditation submittal, which may be as simple as making copies of the applicable portions of the various manuals and labeling which location or item it applies to.
5. The Study completed by Harza Engineering had recommendations for the pumping stations. Were these recommendations built/installed? When? Was there any deviation from the recommendations? Have there been any upgrades to the pumping stations since? What were the upgrades and when were they installed?
6. There is a pond near Adams and Jackson adjacent to the Levee near one of the pumping stations. What was the intent of creating the pond?



CONCLUSIONS

This report and attached plan and profile sheets summarize the current status of the levee certification process. Please note there are questions identified that require answers from the City of Elmhurst.

In addition, there is significant work for the City of Elmhurst to perform, in order to address the animal burrows and vegetation on and near the levee. There could be additional work to address freeboard issues. As we learn more from FEMA's consultant on freeboard requirements, we will provide this information to the City.

We appreciate the opportunity to be of service, and we gratefully acknowledge the assistance provided by you and your staff in the preparation of this report. We are looking forward to continuing our efforts on this project by discussing the findings of our review with you further in detail, and we remain available to assist the City in remediating the deficiencies.

Please feel free to contact me with any questions or feedback at (630) 393-3060.

Yours Truly,
ENGINEERING RESOURCE ASSOCIATES, INC.

Lillian Prince, PE, CFM, LEED AP
Project Engineer

Attachments – Plan and Profile Drawings

Cc: Cori Keating, PE
Stan Glab, PE



VOW

R- 50- 2009

**A RESOLUTION DETERMINING THE ESTIMATED PROPERTY TAXES
TO BE LEVIED FOR THE 2009 TAX YEAR OF
THE CITY OF ELMHURST, ILLINOIS**

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

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

Section 1. Determination of Estimate of Taxes to be Levied.

The corporate authorities of the City of Elmhurst, Illinois, do hereby determine that the estimated aggregate tax levy amount for the 2009 tax year, exclusive of debt service and any portion of that levy attributable to the cost of conducting an election required by the general election law, is \$15,505,968.00

Section 2. Effective Date.

This Resolution shall take effect upon its passage and approval in the manner provided by law.

APPROVED this 16th day of November, 2009, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me the 16th day of November, 2009.

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

ATTESTED and filed in my office,
this 16th day of November, 2009.

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

COUNCIL ACTION SUMMARY

SUBJECT: A Resolution Determining the Estimated Property Taxes to be Levied for the 2009 Tax Year of the City of Elmhurst, Illinois

ORIGINATOR: City Attorney/Financial Department

DESCRIPTION OF SUBJECT MATTER:

Pursuant to Section 18-60 of the Illinois Truth in Taxation Law, the corporate authorities of the City must estimate the tax levy for 2009 not less than 20 days prior to the adoption of the 2009 tax levy ordinance. The amount estimated does not include any amount levied for debt service payments or the cost of conducting an election.

Attached for Council consideration is a Resolution determining the estimated property taxes to be levied for the 2009 tax year of the City. In the past the proposed tax levy was included in a Finance Committee Report which was ultimately approved by the City Council. The approval of the report by the City Council served as the estimate of levy. This year the proposed tax levy was discussed by both the Committee of the Whole and the City Council and the authorization for public hearing notice publication discussed at the November 2, 2009 meeting.

This Resolution is consistent and formalizes the action taken by the City Council at the November 2, 2009 meeting.

**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**

WHEREAS, the City Council of the City of Elmhurst is expressly authorized by the Illinois Liquor Control Act of 1934 (235 ILCS 5/1-1 *et seq.*) to regulate the number and classification of liquor licenses for the retail sale of alcohol within the City and the City Council is further authorized to regulate the license fees charged for each such classification of liquor license for the retail sale of alcoholic liquor within the City; and

WHEREAS, the City Council of the City of Elmhurst finds that it is necessary, proper and in the best interest of the City to amend Sections 36.09, 36.10 and 36.11 of Article II, entitled “Retail Licenses,” of Chapter 36, entitled “Liquor,” of the Municipal Code of Ordinances of the City of Elmhurst as hereinafter provided.

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

Section 1. Section 36.09, entitled “Classification of Licenses,” of Article II, entitled “Retail Licenses,” of Chapter 36, entitled “Liquor,” of the Municipal Code of Ordinances of the City of Elmhurst, as amended, is hereby further amended by adding thereto subsection 36.09(r) to read as follows:

“(r) A Class “CBBW” shall authorize the retail sale of beer and wine only, only in the original packages and not for consumption on the Premises where sold. Such Premises shall be commercial stores or establishments where the primary business is the sale of quality gourmet groceries, sandwiches, fresh baked goods and hybrid fuels. The sale of beer and wine shall be incidental to the primary

business of the licensed establishment. A "CBBW" license shall be further subject to the following conditions:

(1) The sale of beer and wine shall be made at a cash register or point of sale dedicated solely to the sale of beer and wine only, and located no less than ten (10) feet from any cash register or point of sale capable of ringing up or selling gasoline or other products offered for sale other than beer or wine;

(2) Floor displays of beer and wine shall be at least ten (10) feet from any point of ingress or egress and floor displays of beer and wine shall not be stacked or stored so as to obstruct the view of the interior of the Premises from the exterior of the Premises;

(3) The floor area of the store open to the public shall be no less than 3200 sq. feet and inventory and displays of beer and wine shall not exceed 1200 sq. feet inclusive of chilling coolers;

(4) The interior of walk-in chilling coolers shall be monitored by a closed circuit video or television monitoring system;

(5) A "CBBW" license shall not authorize or permit the sale of individual cans or bottles of beer or wine in bottles or containers smaller than 750 mL; and

(6) No sales of beer or wine shall be made from a drive-thru window or drive-thru point of sale.

Section 2. Section 36.10, entitled "Terms-Fees," of Article II, entitled "Retail Licenses," of Chapter 36, entitled "Liquor," of the Municipal Code of Ordinances, as amended, is hereby further amended by adding the following at the end of subsection 36.10(c):

"The annual fee for a Class "CBBW" liquor license for 2009 shall be two thousand five hundred (\$2,500.00) dollars; in subsequent years, the fee shall be increased in July of each year by an amount equal to the annual percentage increase in the CPI for the year immediately preceding."

Section 3. 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, as amended, is hereby further amended by adding the following language at the end of Section 36.11:

“The number of Class “CBBW” liquor licenses not to exceed one (1).”

Section 4. The remaining provisions of Section 36.09, Section 36.10 and Section 36.11 shall remain in full force and effect and unamended by this Ordinance.

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

Approved this _____ day of _____, 2009.

Peter P. DiCianni, Mayor

Passed this _____ day of _____, 2009.

Ayes: _____ Nays: _____

Patty Spencer, City Clerk

COUNCIL ACTION SUMMARY

SUBJECT: 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

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Amending Section 36.09, “Classification of Licenses,” to add a Class “CBBW” liquor license classification for the sale of bottled wine and beer in the original package on the premises of an establishment that has as its primary business the sale of quality gourmet groceries, sandwiches, fresh baked goods and hybrid fuels, subject to conditions. The conditions are that the sale of beer and wine shall be incidental to the store’s primary business, sale of beer and wine shall be made at a designated cash register where no other items may be sold, the floor area of the store shall be no less than 3200 sq. feet and inventory and displays of beer and wine shall not exceed 1200 sq. feet. In addition, the walk-in coolers shall be monitored by a closed circuit video system, the sale of individual cans or bottles of beer and the sale of wine less than 750 mL is prohibited. No sales of beer and wine shall be made from the store’s drive-thru window.

Amending Section 36.10, “Terms; Fees,” to add that the annual fee for a Class “CBBW” liquor license for 2009 shall be \$2,500.00, with annual rate increases equal to the annual percentage increase in the CPI for the year immediately preceding.

Amending Section 36.11, “Limitation on Number of Licenses,” to add that the number of Class “CBBW” liquor licenses not to exceed one (1).