

DOW

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

1. **Executive Session 7:00 p.m. – Pending Litigation (Conf. Room #2)**
2. **Call to Order**
3. **Pledge of Allegiance – Cub Scout Pack 14, Dens 6 & 7 – Visitation School**
4. **Roll Call**
5. **Recognition of York High School Cross Country Team**
6. **Receipt of Written Communications and Petitions from the Public**
7. **Public Forum**
8. **Consent Agenda**
 - a. Minutes of the Regular Meeting Held on Monday, November 16, 2009 (City Clerk Spencer): Approve as published
 - b. Accounts Payable – November 30, 2009 Total \$ 1,438,973.80
 - c. Report – Additional Costs for Prospect Avenue Public Utility Improvement (PW&B)
 - d. Report – List of 30 Suggestions/Ideas for Savings and/or Additional Revenue (F,CA&AS)
 - e. Report – Northern Illinois Municipal Gas Franchise Consortium (F,CA&AS)
 - f. 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
 - g. O-49-2009 – An Ordinance Authorizing the Sale By Auction of Personal Property Owned By the City of Elmhurst
 - h. O-52-2009 – An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2009, and Ending April 30, 2010, In and For Special Service Area Number Five of the City of Elmhurst
 - i. O-53-2009 – An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2009, and Ending April 30, 2010, In and For Special Service Area Number Six of the City of Elmhurst
 - j. O-54-2009 – An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2009, and Ending April 30, 2010, In and For Special Service Area Number Seven of the City of Elmhurst
 - k. O-55-2009 – An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2009, and Ending April 30, 2010, In and For Special Service Area Number Eight of the City of Elmhurst
 - l. O-56-2009 – An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2009, and Ending April 30, 2010, In and For Special Service Area Number Nine of the City of Elmhurst
 - m. O-57-2009 – An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2009, and Ending April 30, 2010, In and For Special Service Area Number Ten of the City of Elmhurst
 - n. O-58-2009 – An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2009, and Ending April 30, 2010, In and For Special Service Area Number Eleven of the City of Elmhurst
 - o. O-59-2009 – An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2009, and Ending April 30, 2010, In and For Special Service Area Number Twelve of the City of Elmhurst
 - p. O-60-2009 – An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2009, and Ending April 30, 2010, In and For Special Service Area Number Thirteen of the City of Elmhurst
 - q. O-61-2009 – An Ordinance Abating the Tax Levy for the Year 2009 for the Payment of Principal and Interest Accruing Upon an Issue of \$10,000,000 General Obligation Refunding Bonds of the City of Elmhurst Dated October 15, 2003

- r. O-62-2009 – An Ordinance Abating the Tax Levy for the Year 2009 for the Payment of Principal and Interest Accruing Upon an Issue of \$9,990,000 General Obligation Refunding Bonds of the City of Elmhurst Dated December 1, 2004
- s. O-63-2009 – An Ordinance Abating the Tax Levy for the Year 2009 for the Payment of Principal and Interest Accruing Upon an Issue of \$9,065,000 General Obligation Refunding Bonds of the City of Elmhurst Dated December 1, 2005
- t. O-64-2009 – An Ordinance Abating the Tax Levy for the Year 2009 for the Payment of Principal and Interest Accruing Upon an Issue of \$9,500,000 General Obligation Corporate Purpose Bonds of the City of Elmhurst Dated March 1, 2006
- u. O-65-2009 – An Ordinance Abating the Tax Levy for the Year 2009 for the Payment of Principal and Interest Accruing Upon an Issue of \$8,170,000 General Obligation Corporate Purpose Bonds of the City of Elmhurst Dated October 1, 2008
- v. O-66-2009 – An Ordinance Abating the Tax Levy for the Year 2009 for the Payment of Principal and Interest Accruing Upon an Issue of \$10,000,000 General Obligation Corporate Purpose Bonds of the City of Elmhurst Dated March 15, 2009
- w. O-67-2009 – An Ordinance Abating the Tax Levy for the Year 2009 for the Payment of Principal and Interest Accruing Upon an Issue of \$3,700,000 General Obligation Refunding Bonds of the City of Elmhurst Dated September 2, 2009
- x. MCO-23-2009 – An Ordinance to Amend Section 44.74 Entitled, "Yield Right-Of-Way Streets," of Article V Entitled, "Driving, Overtaking And Passing," of Chapter 44 Entitled, "Motor Vehicles and Traffic," of the Municipal Code of the City of Elmhurst, Illinois Regarding Placing Yield Signs at the Intersections of Wilson Street and Hillside Avenue and Wilson Street and Fairfield Avenue
- y. ZO-12-2009 – An Ordinance Approving a Text Amendment to the City of Elmhurst Zoning Ordinance Regarding "Private Sale" and "Open House" Signs
- z. R-51-2009 – A Resolution to Set the Rate for Sewerage Treatment From Illinois American Water Company

9. Reports and Recommendations of Appointed and Elected Officials

- a. Updates (Mayor DiCianni)

10. Ordinances

- a. O-50-2009 – An Ordinance Approving and Authorizing the Execution of an Intergovernmental Agreement Establishing the Northern Illinois Municipal Natural Gas Franchise Consortium
- b. O-51-2009 – An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2009 and Ending April 30, 2010 of the City of Elmhurst, DuPage and Cook Counties, Illinois

11. Other Business

12. Announcements

13. 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 16, 2009
209 NORTH YORK STREET
ELMHURST, ILLINOIS

<u>SUBJECT</u>	<u>PAGE</u>
Call to Order/ Pledge of Allegiance/ Roll Call -----	1
Public Hearing – Special Service Area 14 (Spring Road Business District) -----	1
Public Hearing – 2009 Property Tax Levy -----	1
Recognition of the Timothy Christian State Championship Soccer Team-----	2
Receipt of Written Communications and Petitions from the Public -----	2
Public Forum-----	2
Consent Agenda	
Minutes of the Regular Meeting Held on Monday, November 2, 2009 -----	2
Accounts Payable – November 16, 2009 Total \$ 1,026,359.45-----	3
Reappointment to the Senior Citizens Commission – Anton Debevetz -----	3
Off-Site Parking Lot Use -----	3
Community Bank of Elmhurst 4 on the 4 th – 2010 Run-----	3
Intergovernmental Agreement Establishing the Northern Illinois Municipal Gas Franchise Consortium-----	3
Report – Levee Improvement Project - Proposal for Engineering Services-----	4
Report – Power Mart – Request for Liquor License-----	5
Report – 26 th Annual Dan Gibbons Turkey Trot Parade Permit Request-----	5
Report – Sewerage Treatment Rate for Illinois American Water Company -----	6
Report – Case Number 09 P-08/City of Elmhurst Zoning Ordinance Text Amendments -----	7
O-45-2009 – An Ordinance Authorizing the Sale by Auction of Personal Property Owned By the City of Elmhurst-----	8
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-----	8
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-----	8
O-48-2009 – An Ordinance Approving and Authorizing the Execution of an Intergovernmental and Annexation Agreement With the Village of Bensenville (Churchville Schoolhouse Property) -----	8
ZO-11-2009 – An Ordinance Approving a Text Amendment to the City of Elmhurst Zoning Ordinance Regarding Real Estate Signs-----	9
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 -----	9
R-50-2009 – A Resolution Determining the Estimated Property Taxes to Be Levied for the 2009 Tax Year of the City of Elmhurst, Illinois-----	9
Reports and Recommendations of Appointed and Elected Officials	
Updates (Mayor DiCianni) -----	12
Continuation of Discussion on 2010/11 Budget & Tax Levy -----	12
Ordinances	
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-----	14
Other Business	
First Street Parking Deck & Open Space – Aldermen Pezza & Gutenkauf-----	14
Announcements-----	15
Adjournment-----	15

Copies To All
Elected Officials

12/03/09

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF ELMHURST, ILLINOIS
HELD ON MONDAY, NOVEMBER 16, 2009
209 NORTH YORK STREET
ELMHURST, ILLINOIS**

CALL TO ORDER/ PLEDGE OF ALLEGIANCE/ROLL CALL

Attendance: 90

1. The Regular Meeting of the Elmhurst City Council was called to order by Mayor DiCianni at 7:40 p.m.

Present: Diane Gutenkauf, Paula Pezza, Pat Shea, Norman Leader, Susan J. Rose, Michael J. Bram, Stephen Hipskind, Kevin L. York, Chris Nybo, Chris Healy, Steve Morley, Jim Kennedy, 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, Finance Director Gaston, Assistant Finance Director Trosien, Public Works Director Hughes, PW Operations Manager Morley, PZED Director Said, Museum Director Bergheger, IT Manager Stenson, HR Manager Johnson

PUBLIC HEARING – SPECIAL SERVICE AREA 14 (SPRING ROAD BUSINESS DISTRICT)

2. The Public Hearing for Special Service Area 14 (Spring Road) was called to order by Mayor DiCianni at 7:49 p.m.

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

Absent: None.

Speakers:

Name	Address	In Favor	Against
John DeVries	528 Spring Rd	X	
Scott Ahlgrim	567 S. Spring Rd.	X	

Alderman Bram moved to adjourn the Public Hearing for Special Service Area 14 (Spring Road). Aldermen Pezza seconded. Roll call vote:

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

Nays: None

Results: 14 ayes, 0 nays, 0 absent

Motion duly carried

The Public Hearing for Special Service Area 14 (Spring Road) adjourned 7:52 p.m.

PUBLIC HEARING – 2009 PROPERTY TAX LEVY

3. The Public Hearing for the 2009 Property Tax Levy was called to order by Mayor DiCianni at 7:53 p.m.

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

Absent: None.

Speakers:

Name	Address	In Favor	Against
Barbara Weesner	140 Elmwood Terrace		X
Tom Cruise	868 Saylor		X
Helen Larsen	531 N. Myrtle		X
Moria Moriarty	404 Argyle		X
Claude Pagacz	566 W. Gladys		X
Bob Boothe	159 Highland		X
Sandra Dave	138 Maple		X
Nick Alexander	587 S. Hawthorne		X
Gilbert Fischer	586 N. Van Auken		X
Patrick Gallagher	467 Elm		X
Todd Benson	391 River Glen		X
Tony Graham	254 Caroline		X
Darlene Heslop	200 N. Michigan #227		X
Scott Levin	393 Arlington	X	
Jeffrey Sahaqian	466 Ridgeland		X
Jeffrey Sahaqian	421 Park		X
John Quigley	113 Adele Pl	X	
Ron Nogle	180 Arlington		X
John Kirchner	245 Villa		X
Willis Johnson	150 N. York	X	
Selena Albue	154 Willow		X
Jim Court	255 West Ave.		X
Dave Riva	268 Elm Park		X

Alderman Gutenkauf moved to adjourn the Public Hearing for the 2009 Property Tax Levy. Aldermen Pezza seconded. Voice vote, motion carried. The Public Hearing for the 2009 Property Tax Levy adjourned 8:45 p.m.

RECOGNITION OF THE TIMOTHY CHRISTIAN STATE CHAMPIONSHIP SOCCER TEAM

4. Mayor DiCianni invited Timothy Christian High School Boys Soccer Coach, Rudi Gesch and the IHSA Class 1A 2009 State Championship Soccer Team to the podium. He congratulated the team on their state championship. The Mayor read on a proclamation declaring November 16, 2009 Timothy Christian High School Boys Soccer Team Day.

Coach Gesch stated how proud he is of the team. He stated Timothy Christian School is a resident of Elmhurst but the student population comes from all over. He thanked the Mayor and Council for recognizing the team's victory.

RECEIPT OF WRITTEN COMMUNICATIONS AND PETITIONS FROM THE PUBLIC

5. None.

PUBLIC FORUM

6. Cathy Jordan
556 Fairfield
Elmhurst, IL 60126

Spoke regarding the Ride DuPage Program, asking the Council to implement the program that was approved last year.

CONSENT AGENDA

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

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

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

- d. OFF-SITE PARKING LOT USE (City Manager Borchert): Refer to the Development, Planning and Zoning Committee

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,
/s/ Thomas P. Borchert
City Manager

- e. COMMUNITY BANK OF ELMHURST 4 ON THE 4TH – 2010 RUN (City Manager Borchert): Refer to the Public Affairs and Safety Committee

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,
/s/ Thomas P. Borchert
City Manager

- f. INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE NORTHERN ILLINOIS MUNICIPAL GAS FRANCHISE CONSORTIUM (City Manager Borchert): Refer to the Finance, Council Affairs and Administrative Services Committee

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,
/s/ Thomas P. Borchert
City Manager

- g. REPORT – LEVEE IMPROVEMENT PROJECT - PROPOSAL FOR ENGINEERING SERVICES
The following report of the Public Works and Buildings Committee was presented:

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 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 Building Committee
/s/ Jim Kennedy
Chairman

/s/ Michael J. Bram

Vice-Chairman

/s/ Pat Shea

/s/ Chris Healy

- h. REPORT – POWER MART – REQUEST FOR LIQUOR LICENSE The following report of the Public Affairs and Safety Committee was presented:

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

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

/s/ Patrick Wagner

Chairman

/s/ Chris Nybo

Vice-Chairman

/s/ Paula Pezza

- i. REPORT – 26TH ANNUAL DAN GIBBONS TURKEY TROT PARADE PERMIT REQUEST The following report of the Public Affairs and Safety Committee was presented:

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.

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
/s/ Patrick Wagner
Chairman
/s/ Chris Nybo
Vice-Chairman
/s/ Paula Pezza

- j. REPORT – SEWERAGE TREATMENT RATE FOR ILLINOIS AMERICAN WATER COMPANY The following report of the Finance, Council Affairs and Administrative Services Committee was presented:

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

/s/ Stephen Hipskind
Chairman

/s/ Kevin York
Vice-Chairman

/s/ Mark Mulliner
/us/ Diane Gutenkauf

- k. REPORT – CASE NUMBER 09 P-08/CITY OF ELMHURST ZONING ORDINANCE TEXT AMENDMENTS The following report of the Development, Planning and Zoning Committee was presented:

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.**

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 11.6l 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

/s/ Steven Morley
Chairman

/s/ Susan J. Rose
Vice-Chairman

/s/ Norman Leader

l. O-45-2009 – AN ORDINANCE AUTHORIZING THE SALE BY AUCTION OF PERSONAL PROPERTY OWNED BY THE CITY OF ELMHURST

Ordinance O-45-2009 was presented for passage.

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

Ordinance O-46-2009 was presented for passage.

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

Ordinance O-47-2009 was presented for passage.

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)

Ordinance O-48-2009 was presented for passage.

- p. ZO-11-2009 – AN ORDINANCE APPROVING A TEXT AMENDMENT TO THE CITY OF ELMHURST ZONING ORDINANCE REGARDING REAL ESTATE SIGNS

Ordinance ZO-11-2009 was presented for passage.

- 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

Resolution R-49-2009 was presented for passage.

- 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

Resolution R-50-2009 was presented for passage.

City Attorney Storino pulled item 7n. **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.** Alderman Rose pulled items 7g. **Report – Levee Improvement Project - Proposal for Engineering Services**, 7h. **Report – Power Mart – Request for Liquor License** 7i. **Report – 26th Annual Dan Gibbons Turkey Trot Parade Permit Request**, 7m. **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** and 7q. **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.** Alderman Pezza pulled item 7r. **R-50-2009 – A Resolution Determining the Estimated Property Taxes to Be Levied for the 2009 Tax Year of the City of Elmhurst, Illinois.**

Alderman Mulliner, point of clarification, can the City Attorney pull an item off of the Consent Agenda or does it have to be pulled by a member of the Council.

City Attorney Storino stated several Aldermen requested item 7n. **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** be pulled and held until the December 7, 2009 meeting. He stated the item should be removed from the Consent Agenda by a member of the City Council.

Mayor DiCianni asked if anyone on the Council wished to pull item 7n. **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.**

Alderman Morley pulled item 7n. **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** from the Consent Agenda.

Alderman Gutenkauf moved to approve the contents of the Consent Agenda less items 7g. **Report – Levee Improvement Project - Proposal for Engineering Services**, 7h. **Report – Power**

Mart – Request for Liquor License, 7i. Report – 26th Annual Dan Gibbons Turkey Trot Parade Permit Request, 7m. 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, 7n. 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, 7q. 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, and 7r. R-50-2009 – A Resolution Determining the Estimated Property Taxes to Be Levied for the 2009 Tax Year of the City of Elmhurst, Illinois. Alderman York seconded. Roll call vote:

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

Nays: None

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

Alderman Kennedy moved to approve item **7g. Report – Levee Improvement Project - Proposal for Engineering Services.** Alderman Pezza seconded.

Alderman Rose stated she pulled items **7g. Report – Levee Improvement Project - Proposal for Engineering Services, 7h. Report – Power Mart – Request for Liquor License and 7i. Report – 26th Annual Dan Gibbons Turkey Trot Parade Permit Request** for clarification of the procedures used on the committee reports. She stated these reports have corresponding ordinances on the Consent Agenda and in the recommendation of the committee reports there is not a statement to suspend with the rules. Alderman Rose asked if there was a change in the procedure.

City Attorney Storino stated the procedures had not changed and explained the time constraints on the items in question.

Discussion ensued regarding the two (2) week timeframe between reports and corresponding ordinances.

Voice vote on item **7g. Report – Levee Improvement Project - Proposal for Engineering Services,** motion carried.

Alderman Wagner moved to approve item **7h. Report – Power Mart – Request for Liquor License.** Alderman Nybo seconded. Voice vote, motion carried.

Alderman Wagner moved to approve item **7i. Report – 26th Annual Dan Gibbons Turkey Trot Parade Permit Request.** Alderman Nybo seconded.

Alderman Hipskind asked if a motion was required to suspend with the rules prior to the vote for item **7i. Report – 26th Annual Dan Gibbons Turkey Trot Parade Permit Request.**

City Attorney Storino stated that a motion to suspend with the rules can be done prior to the vote on the ordinance.

Voice vote on item **7i. Report – 26th Annual Dan Gibbons Turkey Trot Parade Permit Request,** motion carried.

Alderman Mulliner moved to suspend with the rules to vote on item **7m. 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.** Alderman Nybo seconded. Voice vote, motion carried.

Alderman Morley moved to approve item **7m. 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.** Alderman Gutenkauf seconded. Roll call vote:

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

Nays: None

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

Alderman Morley, point of order, asking City Attorney Storino if it is more appropriate to motion to table item **7n. 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** or table to a date certain.

City Attorney Storino stated to table item **7n. 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** will bring the item back in two (2) weeks.

Alderman Morley moved to table item **7n. 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.** Alderman Mulliner seconded. Voice vote, motion carried.

Alderman Kennedy moved to approve item **7q. 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.** Alderman Rose seconded. Roll call vote:

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

Nays: None

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

Alderman Hipskind moved to accept item **7r. R-50-2009 – A Resolution Determining the Estimated Property Taxes to Be Levied for the 2009 Tax Year of the City of Elmhurst, Illinois.** Alderman Leader seconded.

Alderman Pezza stated she could not support item **7r. R-50-2009 – A Resolution Determining the Estimated Property Taxes to Be Levied for the 2009 Tax Year of the City of Elmhurst, Illinois** as written.

Mayor DiCianni stated this was written to establish a “wall” with the tax levy.

Alderman Leader stated his support for item **7r. R-50-2009 – A Resolution Determining the Estimated Property Taxes to Be Levied for the 2009 Tax Year of the City of Elmhurst, Illinois.** He stated failure to levy taxes at this time would affect the Elmhurst community negatively and cited examples.

Alderman Bram asked for clarification on item 7r. **R-50-2009 – A Resolution Determining the Estimated Property Taxes to Be Levied for the 2009 Tax Year of the City of Elmhurst, Illinois** stating this is not the final word on what the Council will vote for on December 7, 2009.

Mayor DiCianni stated this is not the final vote on the Tax Levy.

City Manager Borchert confirmed this is not the final vote on the Tax Levy.

Alderman Hipskind, call the question.

Roll call vote on item 7r. **R-50-2009 – A Resolution Determining the Estimated Property Taxes to Be Levied for the 2009 Tax Year of the City of Elmhurst, Illinois:**

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

Nays: Pezza, Nybo

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

Alderman Gutenkauf, point of order, would Council have needed to vote had there been an objection to Alderman Hipskind moving to call the question.

City Attorney Storino stated yes, Council would have needed to vote had there been an objection.

REPORTS AND RECOMENDATIONS OF APPOINTED AND ELECTED OFFICIALS

8. a. UPDATES (Mayor DiCianni)

Mayor DiCianni stated the decision to increase taxes is a difficult one. He stated the Finance Task Force was composed of very talented and educated residents who care about the Elmhurst community.

Mayor DiCianni announced that last week the One Room Schoolhouse was annexed into Bensenville. Mayor DiCianni thanked Mayor Soto of Bensenville, former Elmhurst Mayor Tom Marcucci, Joan Brundage and Museum Director Bergheger for attending the Bensenville Board of Trustees meeting.

Mayor DiCianni congratulated the York High School Boy's Cross Country Team for placing 3rd in the State Championship. He stated he plans to have Coach Newton and the team at the next Council meeting.

b. CONTINUATION OF DISCUSSION ON 2010/11 BUDGET & TAX LEVY (City Manager Borchert)

City Manager Borchert presented a PowerPoint presentation to the City Council entitled *Budget Review Revenues and Expenses* from July 6, 2009. The City Manager reviewed how the City finances got to the point they are at today. He then also reviewed the Finance Task Force report from October 5, 2009.

City Manager Borchert concluded the City cannot provide the expected services without more revenue.

Discussion ensued regarding the size and scope of the tax levy increase.

Alderman Morley, point of clarification, asking if the Council will be directing the City Attorney to prepare an ordinance for the tax levy, is it appropriate to dispense with discussion and put forth a motion at this time or is discussion appropriate.

City Attorney Storino stated discussion is in order for now, followed by a motion.

Alderman Shea stated reasons why she is not in favor of a tax increase. She stated cuts in spending could be put in place.

Alderman Bram asked if the levy includes or excludes the debt service.

Discussion ensued regarding previous years of abatement and the current deficit.

Alderman Wagner asked City Manager Borchert what was the response to the 2008 Citizen Survey.

City Manager Borchert replied approximately 60%.

Alderman Wagner stated looking at the Citizen Survey gives him cause to include economic development in these discussions.

Alderman Hipskind asked the City Manager for the total amount if the tax levy were to be approximately \$255/household.

Alderman Hipskind moved to have the 2010 Tax Levy in the amount of \$14,901,717.

Alderman Pezza, point of order, asking Mayor DiCianni if there can be discussion prior to a vote on this motion.

Mayor DiCianni stated after the motion and second are made there can be discussion.

Alderman York seconded the motion to have the 2010 Tax Levy in the amount of \$14,901,717.

Alderman Gutenkauf stated her reasons for not agreeing with the motion on the table.

Alderman Gutenkauf moved to amend the motion from 1/3 cuts and 2/3 revenues to 1/2 cuts and 1/2 revenues. She stated she would need a number from staff before she would make the motion.

City Manager Borchert stated staff will get the amount.

Discussion ensued regarding the amount of the tax levy.

Alderman Pezza stated she and Alderman Shea have a list of thirty (30) items/suggestions for more cuts and the creation of revenues. She stated it would be beneficial to take a look at this list.

Alderman Pezza stated 2/3 of the burden is too much for the taxpayer.

Discussion ensued.

Alderman Bram questioned if the motion included abating bonds.

Alderman Hipskind stated that is not relevant to his motion stating this is an amount for the Tax Levy.

Discussion ensued on the levy amount and the bond abatement.

Alderman Rose spoke on her property tax rebate proposal. She urged the Council to support the property tax rebate.

Questions and comments from the Council regarding the Tax Levy continued.

Alderman Gutenkauf moved to amend the motion to the amount of \$14,005,968. Alderman Shea seconded. Roll call vote:

Ayes: Gutenkauf, Pezza, Shea, Bram,

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

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

Roll call vote on motion to have the 2010 Tax Levy in the amount of \$14,901,717:

Ayes: Hipskind, York, Leader, Rose, Healy, Morley, Kennedy, Mulliner, Wagner

Nays: Gutenkauf, Pezza, Shea, Bram, Nybo

Results: 9 ayes, 5 nays, 0 absent
Motion carried

ORDINANCES

9. 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

Ordinance MCO-22-2009 was presented for passage.

Alderman Rose moved to suspend with the rules. Alderman Wagner seconded. Voice vote, motion carried.

Alderman Wagner moved to approve item 9a. **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.** Alderman Morley seconded. Roll call vote:

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

Nays: None

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

OTHER BUSINESS

10. a. FIRST STREET PARKING DECK & OPEN SPACE – ALDERMEN PEZZA & GUTENKAUF (City Manager Borchert) Refer to the Public Works and Buildings Committee

November 16, 2009

To: Mayor DiCianni and Members of the City Council

Re: First Street Parking Deck and Open Space – Aldermen Pezza & Gutenkauf

It is respectfully requested that the attached request from Alderman Paula Pezza and Alderman Diane Gutenkauf regarding the First Street parking deck and the created open space be referred to the Public Works and Buildings Committee for review and recommendation back to the City Council for consideration.

Respectfully submitted,
/s/ Thomas P. Borchert
City Manager

Mayor DiCianni stated item 10a. **First Street Parking Deck & Open Space – Aldermen Pezza & Gutenkauf** is a referral from Aldermen Pezza and Gutenkauf to the Public Works and Buildings Committee (PW&B).

Alderman Morley, point of order, why is this being referred to the PW&B Committee, shouldn't it be referred to the Development, Planning and Zoning Committee (DP&Z).

City Manager Borchert replied because of the right-of-way (ROW) issue it should first be reviewed by the PW&B Committee.

Item 10a. First Street Parking Deck & Open Space – Aldermen Pezza & Gutenkauf was referred to the Public Works and Buildings Committee without objection.

Alderman Mulliner stated information on the past accomplishments of the intergovernmental working relationship of the City and Park District, will be posted on their respective websites.

Alderman Kennedy reported he and Alderman Mulliner met with two (2) Elmhurst Park District Commissioners, stating they are just “getting started,” but have some good ideas and suggestions to work on.

Alderman Hipkind stated his appreciation that the two governmental bodies are trying to work together.

Alderman Morley reported the Kick Off for Kids Fundraiser raised over \$50,000. He thanked everyone who attended. He also thanked Mike Laspisa who chaired the event.

Mayor DiCianni stated the fundraiser for the One Room Schoolhouse, Rockin’ the Schoolhouse, was very successful.

Alderman Pezza stated there is still time to get tickets for the Wilder Mansion 2009 Holiday Gala to be held on December 5, 2009.

ANNOUNCEMENTS

11. None.

ADJOURNMENT

12. Alderman Morley moved to adjourn the meeting. Aldermen Wagner seconded. Voice Vote. Motion carried. Meeting adjourned 11:30 p.m.

Peter P. DiCianni, III, Mayor

Patty Spencer, City Clerk

VOW

CITY OF ELMHURST

ACCOUNTS PAYABLE SUMMARY SHEET

NOVEMBER 30, 2009

	<u>REGULAR</u>	<u>INTERIM</u>	<u>TOTAL</u>
<u>CHECKS</u>			
GENERAL FUND	\$707,383.04	\$8,869.00	\$716,252.04
LIBRARY FUND	19,278.96	-	19,278.96
REDEVELOPMENT FUND	16,514.25	-	16,514.25
RT 83 COMMERCIAL DEVELOPMENT	2,187.50	-	2,187.50
PUBLIC FACILITIES CONSTRUCTION	300.00		300.00
MUNICIPAL UTILITY FUND	174,241.15	3,961.12	178,202.27
PARKING REVENUE SYSTEM FUND	14,031.28	850.00	14,881.28
FIRE PENSION FUND	925.00	-	925.00
	<u>934,861.18</u>	<u>13,680.12</u>	<u>948,541.30</u>
<u>WIRE TRANSFERS - Debt Svc Pmts</u>			
B & I 2006 REVENUE BONDS	490,432.50	-	490,432.50
	<u>490,432.50</u>	<u>0.00</u>	<u>490,432.50</u>
GRAND TOTAL	<u><u>\$1,425,293.68</u></u>	<u><u>\$13,680.12</u></u>	<u><u>\$1,438,973.80</u></u>

FINANCE REVIEW

Mark V. Boston

CITY MANAGER REVIEW

John M. ...

TO THE CITY TREASURER,

THE PAYMENT OF THE ABOVE LISTED AMOUNTS HAS BEEN APPROVED BY THE CITY COUNCIL AT A MEETING HELD ON DECEMBER 7, 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 NO	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0008401 16271	ACCURATE TANK TECHNOLOGIES 002594			01 11/30/2009	110-6047-512.50-02	FUEL ISLAND SVC CALL	246.00	
							VENDOR TOTAL *	246.00
0000009 265923	ACE HARDWARE 002080			01 11/30/2009	110-5030-421.50-01	MOUNTING TAPE/GLUE	18.88	
266189	002609			01 11/30/2009	110-6043-434.40-98	ROPE	10.69	
266106	002082			01 11/30/2009	110-6046-418.50-01	CONCRETE MIX	5.98	
265909	002079			01 11/30/2009	110-7060-451.50-01	ROOF REPAIR	12.55	
265948	002081			01 11/30/2009	110-7060-451.50-01	CEILING REPAIR	8.99	
265862	002083			01 11/30/2009	110-7060-451.50-01	ROOF REPAIR	25.29	
266087	002424			01 11/30/2009	110-7060-451.40-98	TENSION ROD	7.19	
266074	002303			01 11/30/2009	510-6052-501.40-98	TOOLS	16.18	
							VENDOR TOTAL *	105.75
0010266 1293070099	ACME TRUCK BRAKE & SUPPLY 001766			01 11/30/2009	110-6047-512.50-16	TRK/PARTS F-2	12.10	
1293080064	001767			01 11/30/2009	110-6047-512.50-16	TRK/PARTS F-2	346.60	
1293070060	001768			01 11/30/2009	110-6047-512.50-16	STOCK	32.73	
1293140099	001769			01 11/30/2009	110-6047-512.50-16	RETURNED MERCHANDISE	296.60	
1293170074	002245			01 11/30/2009	110-6047-512.50-16	TRK/PARTS F-2	130.16	
1293170025	002279			01 11/30/2009	110-6047-512.50-16	TRK/PARTS F-2	937.44	
1293170026	002280			01 11/30/2009	110-6047-512.50-16	TRK/PARTS F-2	937.44	
1293200035	002281			01 11/30/2009	110-6047-512.50-16	CORE CREDIT	1,144.00	
1293210132	002591			01 11/30/2009	110-6047-512.50-16	TRK/PARTS F-2	49.52	
1293150123	002592			01 11/30/2009	110-6047-512.50-16	TRK/PARTS F-2	18.88	
1293220164	002593			01 11/30/2009	110-6047-512.50-16	TRK/PARTS PW97	70.97	
1293210065	002773			01 11/30/2009	110-6047-512.50-16	TRUCK #2	593.20	
							VENDOR TOTAL *	1,688.44
0008872 111309-A	ADDISON CONST & ROOFING 002178			01 11/30/2009	510-6057-502.50-01	GUTTER/ROOFING REPAIR	1,880.00	
							VENDOR TOTAL *	1,880.00
0018419 79987	ADDISON ENGRAVING, INC 002154			01 11/30/2009	110-0083-443.60-57	BANNER	250.00	
							VENDOR TOTAL *	250.00
0008328 03613856	ADT SECURITY SERVICES, INC 002422			01 11/30/2009	110-7060-451.30-98	SECURITY SVCS	148.87	
							VENDOR TOTAL *	148.87
0005840 64001	ADVENT SYSTEMS, INC 002704			01 11/30/2009	382-0000-463.80-35	GENERATOR INSTALL/PRGRM	300.00	
							VENDOR TOTAL *	300.00
0015599 282496	ADVERTISING FLAG CO INC 002770			01 11/30/2009	110-6044-435.40-98	FIBERGLASS FLAG POLES	216.33	
							VENDOR TOTAL *	216.33
0017774	AED BRANDS							

PREPARED 12/01/2009, 11:00:00
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 11/30/2009 CHECK DATE: 12/10/2009

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
0017774 2420	AED BRANDS 001814		01	11/30/2009	110-5030-421.40-31	AED CARRY CASE	402.00	
VENDOR TOTAL *							402.00	
0014376	AEREX PEST CONTROL							
803126	002069		01	11/30/2009	110-4020-422.50-01	PEST CONTROL	45.00	
803125	002070		01	11/30/2009	110-4020-422.50-01	PEST CONTROL	33.00	
803124	002071		01	11/30/2009	110-5030-421.30-98	PEST CONTROL	43.00	
803123	002073		01	11/30/2009	110-6046-418.50-01	PEST CONTROL	54.00	
803122	002075		01	11/30/2009	110-6046-418.50-01	PEST CONTROL	43.00	
803181	002076		01	11/30/2009	110-6046-418.50-01	PEST CONTROL	86.00	
803180	002072		01	11/30/2009	110-7060-451.50-01	PEST CONTROL	23.00	
802940	002074		01	11/30/2009	110-7060-451.50-01	PEST CONTROL	28.00	
VENDOR TOTAL *							355.00	
0007472 105000521	AIRGAS NORTH CENTRAL 001656		01	11/30/2009	110-6047-512.40-98	OTHER SUPPLIES	398.84	
VENDOR TOTAL *							398.84	
0000016 66752	ALEXANDER EQPT CO INC 001615		01	11/30/2009	110-6043-434.40-53	REPLACEMENT ROPES	620.37	
VENDOR TOTAL *							620.37	
0016508 1242	ALL AMERICAN LANDSCAPING LTD 002434		01	11/30/2009	110-6043-434.30-34	GRASS CUTTING	125.00	
VENDOR TOTAL *							125.00	
0000078	ALLIED WASTE SERVICES #551							
0551-007468046	001659		01	11/30/2009	110-6045-441.30-65	REFUSE	2,095.64	
0551-007467819	002312		01	11/30/2009	510-6056-502.30-81	DUMPSTER	100.00	
VENDOR TOTAL *							2,195.64	
0005622 13879	ALLMAX SOFTWARE, INC 001704		01	11/30/2009	510-6057-502.50-10	SOFTWARE MAINT	1,140.00	
VENDOR TOTAL *							1,140.00	
0018474 252 E VAN	ALMODOVAR, JOE BUREN002794		01	11/30/2009	510-6056-502.30-90	SEWER LINE REIMBURSEMENT	2,000.00	
VENDOR TOTAL *							2,000.00	
0013770 5096	ALPINE SAP, INC - CAROL STREAM 001702		01	11/30/2009	510-6050-501.30-52	RPZ TESTING	2,290.00	
5098	002157		01	11/30/2009	510-6050-501.30-52	RPZ TESTING	765.00	
5093	002158		01	11/30/2009	510-6050-501.30-52	RPZ TESTING	1,971.25	
5097	002159		01	11/30/2009	510-6050-501.30-52	RPZ TESTING	1,147.50	
VENDOR TOTAL *							6,173.75	
0006621 5712924	ALTEC INDUSTRIES, INC 001770		01	11/30/2009	110-6047-512.50-02	TRK/PARTS PW7	332.00	

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
0006621 5715463	ALTEC INDUSTRIES, INC 002278		01	11/30/2009	110-6047-512.50-20	REPAIRS/PW7	1,393.07	
						VENDOR TOTAL *	1,725.07	
0007611 MR Refund	AMELIA DUVALL MR		01	11/30/2009	110-0000-115.07-01	329627	25.00	
						VENDOR TOTAL *	25.00	
0005297 11/2/09 11/18/2009	AMERICAN CHARGE SERVICE 001648 002510		01	11/30/2009	110-0083-443.60-49	SR CITIZEN TAXI SVC	295.80	
			01	11/30/2009	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	286.40	
						VENDOR TOTAL *	582.20	
0008412 706203 11/17/09	AMERICAN PUBLIC WORKS ASSN - KC 001902 002742		01	11/30/2009	110-6040-431.60-11	REGISTRATION	175.00	
			01	11/30/2009	110-6040-431.60-11	CEU PROGRAM REQUEST	25.00	
						VENDOR TOTAL *	200.00	
0013022 5356-433390A	AMERIGAS - PALATINE 001720		01	11/30/2009	110-6047-512.40-98	OTHER SUPPLIES	134.52	
						VENDOR TOTAL *	134.52	
0006708 04058523 04059440 04056621 04056195 04056499 04056500 04058887	AMLINGS FLOWERLAND 002699 002700 001691 001692 001693 001694 001756		01	11/30/2009	110-4020-422.40-98	FLORAL	60.99	
			01	11/30/2009	110-4020-422.40-98	FLORAL	50.99	
			01	11/30/2009	110-5030-421.60-98	ARRANGEMENT	60.94	
			01	11/30/2009	110-5030-421.60-98	ARRANGEMENT	70.94	
			01	11/30/2009	110-5030-421.60-98	ARRANGEMENT	70.94	
			01	11/30/2009	110-5030-421.60-98	ARRANGEMENT CREDIT	70.94	
			01	11/30/2009	510-6057-502.40-98	FLOWER ARRANGEMENT	57.95	
						VENDOR TOTAL *	301.81	
0013255 97812	ANDERSON ELEVATOR CO 002063		01	11/30/2009	110-7060-451.50-01	MONTHLY MAINT FEE	156.51	
						VENDOR TOTAL *	156.51	
0007811 V36299	ANDERSON LANDSCAPE SUPPLY 002296		01	11/30/2009	110-6043-434.40-59	TOP SOIL	60.00	
						VENDOR TOTAL *	60.00	
0018429 354	ANDREAT, STEVEN J 002260		01	11/30/2009	110-0000-331.07-00	VEHICLE STICKER REFUND	22.50	
						VENDOR TOTAL *	22.50	
0000730 723321 723325	ANI SAFETY INC 002273 002274		01	11/30/2009	110-5030-421.40-98	SUPPLIES	86.84	
			01	11/30/2009	110-5030-421.40-98	SUPPLIES	170.85	
						VENDOR TOTAL *	257.69	
0004791	ANIMAL CARE EQPT & SVCS							

PREPARED 12/01/2009, 11:00:00
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 11/30/2009 CHECK DATE: 12/10/2009

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
0004791 1103087 1103087	ANIMAL CARE EQPT & SVCS 007683 007683		01 09/24/2009 01 11/16/2009	110-5030-421.40-98 110-5030-421.40-98	ANIMAL CONTROL SUPPLIES ANIMAL CONTROL SUPPLIES	CHECK #: 128539 CHECK #: 130309	28.68 28.68
VENDOR TOTAL *						.00	
0007213 12	APWA - CHICAGO METRO CHAPTER 002132		01 11/30/2009	110-6040-431.60-11	REGISTRATION	50.00	
VENDOR TOTAL *						50.00	
0010625 DEC 2009	ARCADE BUILDING 002292		01 11/30/2009	530-0088-503.30-59	SCHILLER CT PARKING LEASE	750.00	
VENDOR TOTAL *						750.00	
0012722 1601	ARMOR SYSTEMS CORP 001680		01 11/30/2009	530-0088-503.30-09	OCT RECEIVABLES PARKING	412.50	
VENDOR TOTAL *						412.50	
0000039 06-468926 06-471552 06-474170 06-468926 06-471552 06-474170	ARROW UNIFORM 001717 002194 002737 001718 002195 002738		01 11/30/2009 01 11/30/2009 01 11/30/2009 01 11/30/2009 01 11/30/2009 01 11/30/2009	110-6041-432.40-62 110-6041-432.40-62 110-6041-432.40-62 510-6052-501.40-62 510-6052-501.40-62 510-6052-501.40-62	UNIFORM CLEANING UNIFORM SUPPLIES UNIFORMS UNIFORM CLEANING UNIFORM SUPPLIES UNIFORMS	104.00 104.00 117.50 104.00 104.00 117.50	
VENDOR TOTAL *						651.00	
0007161 449244 449921 450245	ASSOCIATED TIRE & BATTERY CO, INC 001653 002200 002740		01 11/30/2009 01 11/30/2009 01 11/30/2009	110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16	PARTS/SUPPLIES PARTS/SUPPLIES PARTS/SUPPLIES	162.12 170.88 156.24	
VENDOR TOTAL *						489.24	
0012277 63053030075410 63053030075410 63078266949097 63053030075410 63053030075410 63053030075410 63053030075410 63029919307818 63029919617851 63053030075410 63083200803668 63053030075410 70822603009682 63022613552388 70822603029680 70822603773592	AT&T 001886 001887 001698 001873 001874 001875 001876 002570 002571 001877 001869 001878 002564 002565 002573 002574		01 11/30/2009 01 11/30/2009	110-0086-453.30-75 110-0094-454.30-75 110-1001-411.30-75 110-1001-411.30-75 110-2006-413.30-75 110-2007-413.30-75 110-2008-413.30-75 110-2008-413.30-98 110-2008-413.30-98 110-3015-414.30-75 110-4020-422.30-75 110-4020-422.30-75 110-4020-422.30-75 110-4020-422.30-75 110-4020-422.30-75 110-4020-422.30-75 110-4020-422.30-75	MONTHLY PHONE MONTHLY PHONE MONTHLY SERVICE MONTHLY PHONE MONTHLY PHONE	62.94 23.61 19.61 1,101.44 361.90 173.08 1,038.50 225.81 225.81 243.89 75.73 346.17 105.06 268.50 105.06 129.69	

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							
70822603019681	002580		01	11/30/2009	110-4020-422.30-75	MONTHLY PHONE	105.06	
63053030075410	001885		01	11/30/2009	110-4022-423.30-75	MONTHLY PHONE	204.55	
63053030075410	001879		01	11/30/2009	110-4025-424.30-75	MONTHLY PHONE	157.35	
63053050866185	001870		01	11/30/2009	110-5030-421.30-75	MONTHLY PHONE	20.95	
63053088927504	001871		01	11/30/2009	110-5030-421.30-75	MONTHLY PHONE	42.92	
63053033512328	001872		01	11/30/2009	110-5030-421.30-75	MONTHLY PHONE	83.77	
63053030075410	001880		01	11/30/2009	110-5030-421.30-75	MONTHLY PHONE	2,438.91	
63022655290673	002566		01	11/30/2009	110-5030-421.30-75	MONTHLY PHONE	241.83	
63022603952325	002569		01	11/30/2009	110-5030-421.30-75	MONTHLY PHONE	35.90	
70822603942320	002572		01	11/30/2009	110-5030-421.30-75	MONTHLY PHONE	129.69	
63053030075410	001881		01	11/30/2009	110-6040-431.30-75	MONTHLY PHONE	1,046.37	
70822613280851	002568		01	11/30/2009	110-6040-431.30-75	MONTHLY PHONE	105.06	
63029950633668	002577		01	11/30/2009	110-6040-431.30-75	MONTHLY PHONE	103.43	
63029950643667	002578		01	11/30/2009	110-6040-431.30-75	MONTHLY PHONE	127.18	
63029979019998	002579		01	11/30/2009	110-6040-431.30-75	MONTHLY PHONE	240.98	
70822611450803	002584		01	11/30/2009	110-6040-431.30-75	MONTHLY PHONE	728.94	
630R0608273403	002576		01	11/30/2009	110-6046-418.50-01	MONTHLY PHONE	99.53	
630R0605979200	002581		01	11/30/2009	110-6046-418.50-01	MONTHLY PHONE	99.53	
63053030075410	001884		01	11/30/2009	110-7060-451.30-75	MONTHLY PHONE	236.02	
70822611762223	002716		01	11/30/2009	110-7060-451.30-98	MONTHLY SERVICE	105.06	
63083313263643	002717		01	11/30/2009	110-7060-451.30-75	MONTHLY SERVICE	136.15	
63053030075410	001882		01	11/30/2009	510-6050-501.30-75	MONTHLY PHONE	149.48	
70822611739932	002567		01	11/30/2009	510-6052-501.30-75	MONTHLY PHONE	193.73	
70822611450803	002583		01	11/30/2009	510-6052-501.30-75	MONTHLY PHONE	364.48	
63053030075410	001883		01	11/30/2009	510-6055-502.30-75	MONTHLY PHONE	283.23	
70822603793590	002575		01	11/30/2009	510-6055-502.30-75	MONTHLY PHONE	129.69	
70822611450803	002582		01	11/30/2009	510-6055-502.30-75	MONTHLY PHONE	364.48	
63027936943334	001699		01	11/30/2009	530-0088-503.30-75	MONTHLY SERVICE	19.91	
						VENDOR TOTAL *	12,500.98	
0018418	AUTO EQPT & SUPPLY, INC							
288	002244		01	11/30/2009	110-6047-512.50-16	TIRE SUPPLIES	47.38	
						VENDOR TOTAL *	47.38	
0012291	AUTO TECH CENTERS INC							
212506	002242		01	11/30/2009	110-6047-512.50-02	TRK/PARTS PD-28	406.00	
212507	002243		01	11/30/2009	110-6047-512.50-20	TIRES/STOCK	406.00	
						VENDOR TOTAL *	812.00	
0004907	B & B INSTRUMENTS, INC							
1055285-01	002613		01	11/30/2009	510-6057-502.50-01	AIR CONTROLS REPAIR	255.91	
						VENDOR TOTAL *	255.91	
0009863	B & H PHOTO VIDEO INC							
39493725	002408		01	11/30/2009	110-2008-413.40-72	DIGITAL AUDIO RECORDER	849.95	
						VENDOR TOTAL *	849.95	
0014328	BATTERIES UNLIMITED INC							

PREPARED 12/01/2009, 11:00:00
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 11/30/2009 CHECK DATE: 12/10/2009
 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
0014328 11613	BATTERIES UNLIMITED INC 002064		01	11/30/2009	110-6046-418.50-01	BATTERIES	45.04	
						VENDOR TOTAL *	45.04	
0012081 0147571	BAXTER & WOODMAN 002616		01	11/30/2009	510-6057-502.50-10	SCADA RADIO INSTALLATION	2,240.70	
						VENDOR TOTAL *	2,240.70	
0013718 1091.100 1091.136 1091.143 1091.166	BENES, JAMES J, & ASSOCS, INC 001894 001896 001897 001898		01	11/30/2009	110-6040-431.30-26 110-6040-431.30-26 110-6040-431.30-26 110-6040-431.30-26	PROF ENG SVCS PROF ENG SVCS PROF ENG SVCS PROF ENG SVCS	239.17 79.72 1,100.59 170.26	
						VENDOR TOTAL *	1,589.74	
0013075 35069 35080	BERKELEY TRUCKING INC 002299 002776		01	11/30/2009	510-6052-501.40-57 510-6052-501.30-81	STONE SPOILS REMOVAL	223.73 5,180.00	
						VENDOR TOTAL *	5,403.73	
0000061 099240	BERKHEIMER CO INC, G W 002068		01	11/30/2009	110-5030-421.50-01	DUCT WORK SUPPLIES	151.90	
						VENDOR TOTAL *	151.90	
0015331 11/20/09	BLISS, MARY 002665		01	11/24/2009	110-2007-413.60-23	EXPENSE REIMBURSEMENT		CHECK #: 130327 115.08
						VENDOR TOTAL *	.00	115.08
0015915 00077674	BORDEN DECAL CO 002511		01	11/30/2009	110-6040-431.40-65	MOTORCYCLE STICKERS	320.72	
						VENDOR TOTAL *	320.72	
0001899 00228022 00228556 00229190 00229385 00228012	BRISTOL HOSE & FITTING MAIN WAREHSE 001771 002241 002589 002590 002304		01	11/30/2009	110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-02 110-6047-512.50-16 510-6056-502.40-98	TRK/PARTS F-2,PW125 STOCK HOSE/COUPLER SIGHT GLASS HOSE REPAIR	279.40 92.02 39.35 42.65 75.69	
						VENDOR TOTAL *	529.11	
0017753 137833	BRISTOL TRANSPORT & TOWING INC 002254		01	11/30/2009	110-6047-512.50-02	TOWING SVCS/PW166	300.00	
						VENDOR TOTAL *	300.00	
0007057 11/01-11/17/09	BROADCAST PRODUCTION SERVICES INC 002287		01	11/30/2009	110-0086-453.30-52	CATV PROF SVCS	117.00	
						VENDOR TOTAL *	117.00	
0009305	BULLSEYE IMPRINTING & EMBROIDERY							

PREPARED 12/01/2009, 11:00:00
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 11/30/2009 CHECK DATE: 12/10/2009

BANK: 01

VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK NO	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0009305 3695	BULLSEYE IMPRINTING & EMBROIDERY 002753			01 11/30/2009	110-4020-422.60-11	HONOR GUARD SUPPLIES	288.00	
						VENDOR TOTAL *	288.00	
0000084 11/01-11/17/09	BURGIN, DENNIS 002282			01 11/30/2009	110-0086-453.30-52	CATV PROF SVCS	484.00	
						VENDOR TOTAL *	484.00	
0013882 23877	BUSINESS LEDGER, THE 001760			01 11/30/2009	110-0094-454.60-45	AD	2,005.00	
						VENDOR TOTAL *	2,005.00	
0009267 556251 556786 554674	C J C AUTO PARTS & TIRES 002177 002597 002176			01 11/30/2009 01 11/30/2009 01 11/30/2009	110-6047-512.50-16 110-6047-512.50-16 510-6057-502.50-08	BRAKE CLEAN TRK/PARTS PW170 ANTI-FREEZE	203.76 2.07 131.04	
						VENDOR TOTAL *	336.87	
0004821 09-02 09-02	C-A CEMENT CONST INC 002330 002331			01 11/30/2009 01 11/30/2009	110-6041-432.30-46 110-6041-432.80-15	PAVEMENT STRIPING STREET RESURFACING	14,465.96 29,081.10	
						VENDOR TOTAL *	43,547.06	
0012518 011347	CAR REFLECTIONS 001772			01 11/30/2009	110-6047-512.50-16	DECALS	128.00	
						VENDOR TOTAL *	128.00	
0004207 10/30-10/31/09	CARNEY, PAUL 002439			01 11/30/2009	110-5030-421.60-50	EXPENSE REIMBURSEMENT	134.92	
						VENDOR TOTAL *	134.92	
0013334 11/2/09	CARROLL, LAWRENCE B 002755			01 11/30/2009	110-1001-411.30-52	PROFESSIONAL SERVICE	425.00	
						VENDOR TOTAL *	425.00	
0008716 019347 019224 019224 019224 019347 019224 019224 019224 019224	CASE LOTS INC 002718 002265 002266 002267 002719 002269 002268 002270			01 11/30/2009 01 11/30/2009 01 11/30/2009 01 11/30/2009 01 11/30/2009 01 11/30/2009 01 11/30/2009 01 11/30/2009 01 11/30/2009	110-2006-413.40-33 110-6041-432.40-98 110-6043-434.40-98 110-6044-435.40-98 110-6046-418.40-24 110-6047-512.40-24 510-6052-501.40-98 510-6057-502.40-24	OFFICE/JANITORIAL SUPPLS SUPPLIES SUPPLIES SUPPLIES OFFICE/JANITORIAL SUPPLS SUPPLIES SUPPLIES SUPPLIES	164.80 34.49 34.48 34.48 103.30 103.46 34.48 103.46	
						VENDOR TOTAL *	612.95	
0013254 IN00407850	CCP INDUSTRIES INC 001855			01 11/30/2009	110-5030-421.40-98	SUPPLIES	303.39	
						VENDOR TOTAL *	303.39	
0011925	CDC ENTERPRISES INC							

PREPARED 12/01/2009, 11:00:00
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 11/30/2009 CHECK DATE: 12/10/2009

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
0011925	CDC ENTERPRISES INC							
200800337	001703		01	11/30/2009	510-6057-502.50-10	UPGRADES	1,600.00	
200800347	002183		01	11/30/2009	510-6057-502.50-10	SCADA PROGRAMMING	400.00	
VENDOR TOTAL *							2,000.00	
0007069	CDW GOVERNMENT INC							
QSQ6228	002414		01	11/30/2009	110-2008-413.80-03	LAPTOPS	8,009.99	
QRN5904	002415		01	11/30/2009	110-2008-413.80-03	LAPTOPS	4,005.00	
QSG3259	002416		01	11/30/2009	110-2008-413.40-72	ZEBRA USB CABLE	65.03	
QTG9565	002417		01	11/30/2009	110-2008-413.40-72	PRINTER	557.49	
QVK1934	002418		01	11/30/2009	110-2008-413.40-72	CABLE	23.99	
VENDOR TOTAL *							12,661.50	
0012836	CERTIFIED FLEET SERVICES, INC							
S12421	001773		01	11/30/2009	110-6047-512.50-16	TRK/PARTS F-2	304.15	
VENDOR TOTAL *							304.15	
0008467	CERTIFIED LABORATORIES							
559670	002277		01	11/30/2009	110-6047-512.40-34	EQUIP GREASE	1,953.67	
VENDOR TOTAL *							1,953.67	
0014291	CERTIFION CORP-ENTERSECT							
31732	001690		01	11/30/2009	110-5030-421.30-98	MONTHLY FEE	84.95	
VENDOR TOTAL *							84.95	
0018380	CHICAGO CHAPTER OF AAPA							
11/11/09	001673		01	11/10/2009	110-2006-413.60-11	SEMINAR REGISTRATION		CHECK #: 130304 15.00
VENDOR TOTAL *							.00	15.00
0014200	CHICAGO INTL TRUCKS, LLC							
102071762	002199		01	11/30/2009	110-6047-512.50-16	PARTS/SUPPLIES	303.00	
VENDOR TOTAL *							303.00	
0014402	CHICAGO PARTS & SOUND LLC							
329766	001654		01	11/30/2009	110-6047-512.50-16	PARTS/SUPPLIES	195.43	
330388	002240		01	11/30/2009	110-6047-512.50-16	TRK/PARTS PD-25	28.14	
330392	002588		01	11/30/2009	110-6047-512.50-16	AUTO/PARTS E-21	127.80	
330844	002619		01	11/30/2009	110-6047-512.50-16	RETURNED MERCHANDISE	139.00	
VENDOR TOTAL *							212.37	
0018412	CIBULA, MEGAN M							
25163	002133		01	11/30/2009	110-0000-316.00-00	TRANSFER STAMP REFUND	508.50	
VENDOR TOTAL *							508.50	
0002348	CISZEWSKI, ARTHUR							
11/10/2009	001922		01	11/30/2009	110-5030-421.60-05	EXPENSE REIMBURSEMENT	37.52	
VENDOR TOTAL *							37.52	
0017186	CITY BUILDERS CONTRACTORS							

PREPARED 12/01/2009, 11:00:00
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 11/30/2009 CHECK DATE: 12/10/2009

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
0017186	CITY BUILDERS CONTRACTORS							
FINAL	002702		01	11/30/2009	110-4020-422.50-01	STA 1 MASONRY REPAIR	5,500.00	
11/11/2009	002118		01	11/30/2009	530-0088-503.50-14	TUCK POINT ELEVATOR SHAFT	600.00	
						VENDOR TOTAL *	6,100.00	
0000630	CLASSIC GRAPHIC INDUSTRIES INC							
63410	001854		01	11/30/2009	110-2006-413.40-33	PAPER SUPPLIES	400.95	
						VENDOR TOTAL *	400.95	
0018084	CLERESTORY CONSULTING LLC							
01ELM091117	002796		01	11/30/2009	110-1001-411.30-52	PROJECT MANAGEMENT TRAINI	500.00	
01ELM091117	002781		01	11/30/2009	110-2006-413.30-52	PROJECT MANAGEMENT TRAINI	1,000.00	
01ELM091117	002782		01	11/30/2009	110-2007-413.30-52	PROJECT MANAGEMENT TRAINI	1,000.00	
01ELM091117	002783		01	11/30/2009	110-2008-413.30-52	PROJECT MANAGEMENT TRAINI	500.00	
01ELM091117	002784		01	11/30/2009	110-3015-414.30-52	PROJECT MANAGEMENT TRAINI	500.00	
01ELM091117	002785		01	11/30/2009	110-4020-422.60-11	PROJECT MANAGEMENT TRAINI	1,000.00	
01ELM091117	002786		01	11/30/2009	110-4025-424.30-52	PROJECT MANAGEMENT TRAINI	500.00	
01ELM091117	002787		01	11/30/2009	110-5030-421.60-11	PROJECT MANAGEMENT TRAINI	2,000.00	
01ELM091117	002788		01	11/30/2009	110-6040-431.60-11	PROJECT MANAGEMENT TRAINI	2,000.00	
01ELM091117	002790		01	11/30/2009	110-7060-451.30-52	PROJECT MANAGEMENT TRAINI	500.00	
01ELM091117	002789		01	11/30/2009	510-6052-501.30-52	PROJECT MANAGEMENT TRAINI	500.00	
						VENDOR TOTAL *	10,000.00	
0017042	CLOSED CIRCUIT INNOVATIONS							
4280	001685		01	11/30/2009	110-5030-421.30-98	MONTHLY FEE	395.00	
						VENDOR TOTAL *	395.00	
0000112	COCA-COLA BOTTLING CO							
0398167708	002057		01	11/30/2009	110-1001-411.60-98	VENDING MACHINE REFILL	109.45	
						VENDOR TOTAL *	109.45	
0017807	COLE-PARMER							
7288075	002425		01	11/30/2009	110-7060-451.60-64	COLLECTIONS EXPENSE	45.39	
						VENDOR TOTAL *	45.39	
0000114	COM ED							
6729081007	002585		01	11/30/2009	110-4022-423.30-24	MONTHLY ELECTRIC	20.96	
						VENDOR TOTAL *	20.96	
0014623	COMCAST CABLE							
879820089016863002689			01	11/30/2009	110-4020-422.60-98	MONTHLY SERVICE	95.03	
879820089040137002698			01	11/30/2009	110-4020-422.60-98	STA 1 MONTHLY SERVICE	191.31	
879820089048940002708			01	11/30/2009	110-4020-422.60-98	STA 1 MONTHLY SVC	59.95	
						VENDOR TOTAL *	346.29	
0007535	CONTRACTORS EQUIPMENT RENTAL							
061079	001774		01	11/30/2009	110-6047-512.50-20	SAW	8.95	
						VENDOR TOTAL *	8.95	
0009471	COSTCO - OAKBROOK							

PREPARED 12/01/2009, 11:00:00
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 11/30/2009 CHECK DATE: 12/10/2009

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
0009471	COSTCO - OAKBROOK							
11/16/09	002101		01	11/16/2009	110-1001-411.40-98	SUPPLIES	CHECK #: 130308	180.56
11/16/09	002106		01	11/16/2009	110-4020-422.40-24	SUPPLIES	CHECK #: 130308	87.10
11/16/09	002105		01	11/16/2009	110-5030-421.40-98	SUPPLIES	CHECK #: 130308	212.93
11/16/09	002102		01	11/16/2009	110-6040-431.40-98	SUPPLIES	CHECK #: 130308	180.56
11/16/09	002103		01	11/16/2009	510-6050-501.40-98	SUPPLIES	CHECK #: 130308	180.56
11/16/09	002104		01	11/16/2009	510-6055-502.40-98	SUPPLIES	CHECK #: 130308	180.56
						VENDOR TOTAL *	.00	1,022.27
0010173	COURTS PLUS							
630-834-0613	002752		01	11/30/2009	110-4020-422.60-98	FITNESS MEMBERSHIP	429.00	
						VENDOR TOTAL *	429.00	
0007611	CRAIG ROSS							
MR Refund	MR		01	11/30/2009	110-0000-115.07-01	60212668	25.00	
						VENDOR TOTAL *	25.00	
0013674	CRAIN'S CHICAGO BUSIN-SUBSCRIBERSVC							
000008981195	001701		01	11/30/2009	110-3015-414.60-51	SUBSCRIPTION RENEWAL	97.95	
						VENDOR TOTAL *	97.95	
0006182	DELTA SONIC CAR WASH SYSTEMS							
5891814	001818		01	11/30/2009	110-6047-512.50-16	CAR WASHES	247.50	
						VENDOR TOTAL *	247.50	
0015538	DENHAM, LEE							
11/01-11/17/09	002285		01	11/30/2009	110-0086-453.30-52	CATV PROF SVCS	107.25	
						VENDOR TOTAL *	107.25	
0004998	DEVINE LEO							
000047835	UT		01	00/00/0000	510-0000-113.02-00	UB CR REFUND	15.78	
						VENDOR TOTAL *	15.78	
0014277	DEX							
500209284	002432		01	11/30/2009	110-7060-451.30-75	ADVERTISING CHARGES	72.50	
						VENDOR TOTAL *	72.50	
0017351	DON-EZ SERVICES, INC							
1030	002435		01	11/30/2009	110-6043-434.30-34	GRASS CUTTING	125.00	
						VENDOR TOTAL *	125.00	
0005777	DOWN UNDER CONSTRUCTION							
091031	002314		01	11/30/2009	510-6052-501.80-12	WATER SERVICE UPGRADE	4,600.00	
						VENDOR TOTAL *	4,600.00	
0004790	DRYDON EQPT, INC							
34909	002174		01	11/30/2009	510-6056-502.50-11	PUMP REPLACEMENT	17,010.00	
						VENDOR TOTAL *	17,010.00	
0000157	DUPAGE ANIMAL HOSPITAL							

PREPARED 12/01/2009, 11:00:00
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 11/30/2009 CHECK DATE: 12/10/2009

BANK: 01

VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK NO	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0000157 178355	DUPAGE ANIMAL HOSPITAL 002441			01 11/30/2009	110-5030-421.60-01	ANIMAL CONTROL	280.00	
						VENDOR TOTAL *	280.00	
0000159 244-15591	DUPAGE COUNTY ANIMAL CARE & CONTROL 002605			01 11/30/2009	110-5030-421.60-01	ANIMAL CONTROL	200.00	
						VENDOR TOTAL *	200.00	
0009400 11/19/09	DUPAGE COUNTY CHIEFS OF POLICE ASSN 001672			01 11/10/2009	110-5030-421.60-11	NOV MEETING REGISTRATIONS	CHECK #:	130303
								40.00
						VENDOR TOTAL *	.00	40.00
0000161 200910140239	DUPAGE COUNTY RECORDER 001650			01 11/30/2009	110-1001-411.30-54	RECORDING FEE	9.00	
200910160109	001651			01 11/30/2009	110-1001-411.30-54	RECORDING FEE	9.00	
200910280204	001652			01 11/30/2009	110-1001-411.30-54	RECORDING FEE	18.00	
200911100278	001754			01 11/30/2009	110-1001-411.30-54	RECORDING SVCS	45.00	
200911120221	002051			01 11/30/2009	110-1001-411.30-54	RECORDING SVCS	7.50	
200911130209	002052			01 11/30/2009	110-1001-411.30-54	RECORDING SVCS	7.50	
200911180258	002325			01 11/30/2009	110-1001-411.30-54	RECORDING SVCS	30.00	
200911180183	002326			01 11/30/2009	110-1001-411.30-54	RECORDING SVCS	17.50	
200911170284	002327			01 11/30/2009	110-1001-411.30-54	RECORDING SVCS	30.00	
						VENDOR TOTAL *	173.50	
0007246 6850	DUPAGE COUNTY TREASURER-IT 001817			01 11/30/2009	110-5030-421.30-27	MONTHLY FEE	250.00	
						VENDOR TOTAL *	250.00	
0000164 62111MB	DUPAGE MATERIALS CO 001640			01 11/30/2009	110-6041-432.40-62	ASPHALT	109.11	
62094MB	001641			01 11/30/2009	110-6041-432.40-62	ASPHALT	274.66	
62131MB	001642			01 11/30/2009	110-6041-432.40-62	ASPHALT	410.04	
62130MB	001724			01 11/30/2009	110-6041-432.40-02	ASPHALT PRIME	148.75	
62173MB	002126			01 11/30/2009	110-6041-432.40-02	ASPHALT	290.70	
62211MB	002127			01 11/30/2009	110-6041-432.40-02	ASPHALT	150.45	
62228MB	002128			01 11/30/2009	110-6041-432.40-02	ASPHALT	298.86	
62154MB	002129			01 11/30/2009	110-6041-432.40-02	ASPHALT	330.48	
62329MB	002720			01 11/30/2009	110-6041-432.40-02	ASPHALT	548.76	
62312MB	002721			01 11/30/2009	110-6041-432.40-02	ASPHALT	302.94	
62298MB	002722			01 11/30/2009	110-6041-432.40-02	ASPHALT	302.43	
62277MB	002723			01 11/30/2009	110-6041-432.40-02	ASPHALT	365.50	
						VENDOR TOTAL *	3,532.68	
0015006 12/16/2009	EGG HARBOR CAFE 002329			01 11/30/2009	110-0083-443.60-57	PRIDE GROUP BREAKFAST	100.00	
						VENDOR TOTAL *	100.00	
0014621 7504366944	ELMHURST CLAIMS ACCOUNT - CLAIM SVC 002113			01 11/30/2009	110-5030-421.20-07	SELF INSURED LOSS FUND	1,588.17	

PREPARED 12/01/2009, 11:00:00
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 11/30/2009 CHECK DATE: 12/10/2009
 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
0014621	ELMHURST CLAIMS ACCOUNT - CLAIM SVC						
7504366944	002114		01 11/30/2009	110-6040-431.20-07	SELF INSURED LOSS FUND	2,342.21	
7504366944	002115		01 11/30/2009	510-6055-502.20-07	SELF INSURED LOSS FUND	302.36	
					VENDOR TOTAL *	4,232.74	
0018248	ELMHURST CLAIMS ACCT (NOVAPRO)						
7504366944	001863		01 11/30/2009	110-0082-416.60-02	SELF INSURED LOSS FUND	6,865.04	
7504366944	001864		01 11/30/2009	110-0082-416.60-28	SELF INSURED LOSS FUND	10,392.66	
					VENDOR TOTAL *	17,257.70	
0010298	ELMHURST LINCOLN MERCURY						
C9760	002239		01 11/30/2009	110-6047-512.50-02	ALIGNMENT/E-18	89.95	
					VENDOR TOTAL *	89.95	
0017934	ELMHURST MEMORIAL OCCUP CAROL STRM						
54893	001679		01 11/30/2009	110-2007-413.30-47	FLU SHOT/CDL RANDOMS	162.00	
55008	001938		01 11/30/2009	110-2007-413.30-47	FLU SHOT	11.00	
54951	001939		01 11/30/2009	110-2007-413.30-47	FLU SHOT	11.00	
54932	001940		01 11/30/2009	110-2007-413.30-47	FLU SHOT	11.00	
54931	001942		01 11/30/2009	110-2007-413.30-47	FLU SHOT	11.00	
54927	001944		01 11/30/2009	110-2007-413.30-47	FLU SHOT	11.00	
54924	001945		01 11/30/2009	110-2007-413.30-47	FLU SHOT	11.00	
54923	002035		01 11/30/2009	110-2007-413.30-47	FLU SHOTS	11.00	
54922	002036		01 11/30/2009	110-2007-413.30-47	FLU SHOTS	11.00	
54918	002037		01 11/30/2009	110-2007-413.30-47	FLU SHOTS	11.00	
54914	002038		01 11/30/2009	110-2007-413.30-47	FLU SHOTS	11.00	
54673	002039		01 11/30/2009	110-2007-413.30-47	FLU SHOTS	11.00	
54919	002040		01 11/30/2009	110-2007-413.30-47	FLU SHOTS	11.00	
54758	002041		01 11/30/2009	110-2007-413.30-47	FLU SHOTS	22.00	
					VENDOR TOTAL *	316.00	
0000188	ELMHURST PARK DISTRICT						
01311	001835		01 11/30/2009	110-0000-313.03-03	MUNICIPAL TAX REIMBURSE	299.59	
01312	001836		01 11/30/2009	110-0000-313.01-01	MUNICIPAL TAX REIMBURSE	451.46	
01313	001837		01 11/30/2009	110-0000-313.01-01	MUNICIPAL TAX REIMBURSE	203.22	
11/17/2009	002155		01 11/30/2009	110-0083-443.60-57	DONATION-SAFE SITTER PROG	375.00	
					VENDOR TOTAL *	1,329.27	
0018420	ELMHURST PLAZA BP						
18046	002256		01 11/30/2009	110-6047-512.40-19	GASOLINE/PD-23	43.59	
					VENDOR TOTAL *	43.59	
0000193	ELMHURST POSTMASTER-PERMIT 47						
NOV 2009	001674		01 11/10/2009	110-1001-411.60-40	CITY NEWSLTR MAILING	CHECK #: 130305	2,593.77
11/9/09	001670		01 11/11/2009	510-6050-501.30-49	WATER BILLS MAILING	CHECK #: 130302	1,800.00
11/9/09	001671		01 11/11/2009	510-6055-502.30-49	SEWER BILLS MAILING	CHECK #: 130302	1,800.00
					VENDOR TOTAL *	.00	6,193.77
0014580	ENGLEWOOD ELECTRIC SUPPLY CO						

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
0014580 381015	ENGLEWOOD ELECTRIC 002182		01 11/30/2009	510-6057-502.50-01	TANK LIGHTING REPAIR	159.94	
VENDOR TOTAL *						159.94	
0017007	FACILITY SOLUTIONS	GROUP					
1828819-00	002728		01 11/30/2009	110-4020-422.40-98	OTHER SUPPLIES	19.81	
1828819-00	002729		01 11/30/2009	110-5030-421.40-98	OTHER SUPPLIES	19.81	
1828819-00	002730		01 11/30/2009	110-6041-432.40-98	OTHER SUPPLIES	19.81	
1828819-00	002731		01 11/30/2009	110-6043-434.40-98	OTHER SUPPLIES	19.81	
1765372-00	001647		01 11/30/2009	110-6044-435.40-55	STOCK/REPL ST LT POLES/FX	6,614.76	
1807161-00	001853		01 11/30/2009	110-6044-435.40-28	LUMINARIES	437.54	
1828819-00	002732		01 11/30/2009	110-6044-435.40-98	OTHER SUPPLIES	19.81	
1818329-00	002725		01 11/30/2009	110-6046-418.50-01	BLDG/PARTS & SUPPLIES	282.63	
1831538-00	002727		01 11/30/2009	110-6046-418.50-01	BUILDING	273.95	
1828819-00	002733		01 11/30/2009	110-6046-418.40-98	OTHER SUPPLIES	19.81	
1819286-00	002772		01 11/30/2009	110-6046-418.50-01	STOCK & REPLACEMENTS	230.44	
1818329-00	002726		01 11/30/2009	110-6047-512.50-16	BLDG/PARTS & SUPPLIES	20.00	
1828819-00	002734		01 11/30/2009	110-6047-512.40-98	OTHER SUPPLIES	19.82	
1828819-00	002735		01 11/30/2009	510-6052-501.40-98	OTHER SUPPLIES	19.82	
1828819-00	002736		01 11/30/2009	510-6057-502.40-98	OTHER SUPPLIES	19.82	
VENDOR TOTAL *						8,037.64	
0007767	FASANO, JEAN						
10/16-11/23/09	002495		01 11/30/2009	110-1001-411.40-98	PETTY CASH REIMBURSEMENT	.60	
10/16-11/23/09	002496		01 11/30/2009	110-1001-411.30-54	PETTY CASH REIMBURSEMENT	2.00	
10/16-11/23/09	002497		01 11/30/2009	110-1001-411.60-11	PETTY CASH REIMBURSEMENT	71.41	
10/16-11/23/09	002498		01 11/30/2009	110-2006-413.30-49	PETTY CASH REIMBURSEMENT	6.00	
10/16-11/23/09	002499		01 11/30/2009	110-2006-413.60-37	PETTY CASH REIMBURSEMENT	25.00	
10/16-11/23/09	002500		01 11/30/2009	110-2008-413.60-11	PETTY CASH REIMBURSEMENT	2.00	
10/16-11/23/09	002502		01 11/30/2009	110-3015-414.60-11	PETTY CASH REIMBURSEMENT	28.91	
10/16-11/23/09	002503		01 11/30/2009	110-3015-414.60-45	PETTY CASH REIMBURSEMENT	27.65	
10/16-11/23/09	002504		01 11/30/2009	110-3015-414.40-98	PETTY CASH REIMBURSEMENT	6.15	
10/16-11/23/09	002501		01 11/30/2009	110-4020-422.60-11	PETTY CASH REIMBURSEMENT	30.00	
10/16-11/23/09	002505		01 11/30/2009	110-4025-424.60-11	PETTY CASH REIMBURSEMENT	2.00	
10/16-11/23/09	002506		01 11/30/2009	110-6040-431.60-11	PETTY CASH REIMBURSEMENT	7.60	
10/16-11/23/09	002507		01 11/30/2009	110-6046-418.40-98	PETTY CASH REIMBURSEMENT	.80	
10/16-11/23/09	002508		01 11/30/2009	510-6050-501.60-11	PETTY CASH REIMBURSEMENT	53.00	
10/16-11/23/09	002509		01 11/30/2009	510-6057-502.40-98	PETTY CASH REIMBURSEMENT	33.96	
VENDOR TOTAL *						297.08	
0012480	FELLER & SONS INC						
326902	002156		01 11/30/2009	110-2006-413.40-33	CALCULATOR ROLLS	28.50	
3266031	002397		01 11/30/2009	110-2008-413.40-73	INK CARTRIDGES	1,395.98	
VENDOR TOTAL *						1,424.48	
0014261	FERGUSON ENTERPRISES INC						
1376692	002084		01 11/30/2009	110-4020-422.50-01	FAUCET REPLACEMENT	204.69	
VENDOR TOTAL *						204.69	
0000648	FILTER RENU OF ILLINOIS, INC						

PREPARED 12/01/2009, 11:00:00
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 11/30/2009 CHECK DATE: 12/10/2009

PAGE 14

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
0000648 80939	FILTER RENU OF ILLINOIS, INC 002323		01	11/30/2009	110-6047-512.50-02	FILTERS RENEWED	176.89	
						VENDOR TOTAL *	176.89	
0005438	FLEET SAFETY SUPPLY							
48931	002413		01	11/30/2009	110-2008-413.80-03	LAPTOP MOUNTS	2,141.10	
48911	001812		01	11/30/2009	110-5030-421.60-27	TRK/PARTS	252.46	
48939	002237		01	11/30/2009	110-5030-421.40-98	TRK/PARTS PD-9	50.22	
48938	002238		01	11/30/2009	110-5030-421.80-06	SET UP NEW VEHICLE/PD-17	82.75	
48923	002236		01	11/30/2009	110-6047-512.50-16	AUTO/PARTS E-29	23.63	
						VENDOR TOTAL *	2,550.16	
0000220	FLESCH CO INC, GORDON							
40535	001681		01	11/30/2009	110-2008-413.80-98	COPIER	1,652.00	
40535A	001682		01	11/30/2009	110-2008-413.80-98	COPIER	1,652.00	
40535C	001683		01	11/30/2009	110-2008-413.80-98	COPIER	4,850.00	
40535B	001684		01	11/30/2009	110-2008-413.80-98	COPIER	4,850.00	
0N9239	001646		01	11/30/2009	110-5030-421.30-21	NOV MAINTENANCE FEE	144.00	
0NF295	002440		01	11/30/2009	110-5030-421.40-98	LABELS	89.02	
						VENDOR TOTAL *	13,237.02	
0003165	FLEXIBLE							
2656	001639		01	11/30/2009	110-6041-432.40-52	SIGNS/POSTS/PAINT	409.60	
2660	002724		01	11/30/2009	110-6041-432.40-52	SIGNS/POSTS/PAINT	409.60	
						VENDOR TOTAL *	819.20	
0002222	FORESMAN, RICH							
11/01-11/17/09	002284		01	11/30/2009	110-0086-453.30-52	CATV PROF SVCS	78.00	
						VENDOR TOTAL *	78.00	
0005480	FORESTRY SUPPLIERS, INC							
817304-00	001616		01	11/30/2009	110-6043-434.50-08	REPLACEMENT HARDHAT	50.48	
						VENDOR TOTAL *	50.48	
0000223	FREDRIKSEN FIRE EQPT							
120348	002703		01	11/30/2009	110-4020-422.40-31	EXTINGUISHERS	428.15	
						VENDOR TOTAL *	428.15	
0013847	FRY'S ELECTRONICS, INC							
4117789	002405		01	11/30/2009	110-2008-413.40-72	MODULAR JACK/CABLE	49.32	
						VENDOR TOTAL *	49.32	
0010732	FULLIFE SAFETY CENTER							
12272	002275		01	11/30/2009	510-6052-501.40-98	GLOVES	189.00	
						VENDOR TOTAL *	189.00	
0014041	FUNCHESS, WILLIAM							
11/01-11/17/09	002283		01	11/30/2009	110-0086-453.30-52	CATV PROF SVCS	77.00	
						VENDOR TOTAL *	77.00	
0003929	FUTURE ENVIRONMENTAL, INC							

PREPARED 12/01/2009, 11:00:00
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 11/30/2009 CHECK DATE: 12/10/2009

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
0003929 277276	FUTURE ENVIRONMENTAL, INC 001859		01	11/30/2009	110-6047-512.40-98	FILTER CONTAINER PICK-UP	50.00	
						VENDOR TOTAL *	50.00	
0009769 11/01-11/17/09	GARRON, FERNANDO 002286		01	11/30/2009	110-0086-453.30-52	CATV PROF SVCS	112.50	
						VENDOR TOTAL *	112.50	
0018464 66113	GLENDALE NISSAN 002601		01	11/30/2009	110-5030-421.60-27	TOUCH UP	8.00	
						VENDOR TOTAL *	8.00	
0018185 AG19958 AG20368	GLOBAL EMERGENCY PRODUCTS 002691 002692		01	11/30/2009	110-4020-422.40-31	NEW ENGINE SUPPLIES	21.15	
			01	11/30/2009	110-4020-422.40-31	NEW ENGINE SUPPLIES	58.06	
						VENDOR TOTAL *	79.21	
0000242	GRAINGER							
9115878887	001627		01	11/30/2009	110-2006-413.40-31	SUPPLIES/OIL/GREASE	10.91	
9115878887	001628		01	11/30/2009	110-5030-421.40-98	SUPPLIES/OIL/GREASE	10.91	
9115878887	001629		01	11/30/2009	110-6041-432.40-98	SUPPLIES/OIL/GREASE	10.91	
9115878887	001630		01	11/30/2009	110-6043-434.40-98	SUPPLIES/OIL/GREASE	10.91	
9115878887	001631		01	11/30/2009	110-6044-435.40-98	SUPPLIES/OIL/GREASE	10.91	
9115878887	001632		01	11/30/2009	110-6046-418.40-98	SUPPLIES/OIL/GREASE	10.91	
9115878887	001633		01	11/30/2009	110-6047-512.40-98	SUPPLIES/OIL/GREASE	10.90	
9115878887	001636		01	11/30/2009	110-6047-512.40-34	SUPPLIES/OIL/GREASE	110.52	
9115878887	001634		01	11/30/2009	510-6052-501.40-98	SUPPLIES/OIL/GREASE	10.90	
9115878887	001635		01	11/30/2009	510-6057-502.40-98	SUPPLIES/OIL/GREASE	10.90	
						VENDOR TOTAL *	208.68	
0011686	GRAND AUTO PARTS							
146221	001763		01	11/30/2009	110-6047-512.50-16	REPAIR/PD-28	8.85	
146153	001764		01	11/30/2009	110-6047-512.50-16	LIGHTING/KEY	39.51	
146622	002247		01	11/30/2009	110-6047-512.50-16	TRK/PARTS F-2	25.00	
146490	002248		01	11/30/2009	110-6047-512.50-16	TRK/PARTS PD-22	15.65	
146623	002249		01	11/30/2009	110-6047-512.50-16	AUTO/PARTS E-21	399.00	
146776	002250		01	11/30/2009	110-6047-512.50-16	AUTO/PARTS E-21	88.50	
146376	002251		01	11/30/2009	110-6047-512.50-16	AUTO/PARTS E-18	39.85	
146377	002252		01	11/30/2009	110-6047-512.50-16	AUTO/PARTS E-18	203.05	
146464	002253		01	11/30/2009	110-6047-512.50-16	STOCK	36.00	
146823	002596		01	11/30/2009	110-6047-512.50-16	CORE CREDIT	150.00	
						VENDOR TOTAL *	705.41	
0012796 6357	GRASSROOTS LANDSCAPE SPECIALTIES 002179		01	11/30/2009	510-6057-502.50-01	LANDSCAPE UPKEEP	660.00	
						VENDOR TOTAL *	660.00	
0000247 944397337	GRAYBAR 002771		01	11/30/2009	110-6044-435.40-06	T-SIGNAL STOCK	136.84	

PREPARED 12/01/2009, 11:00:00
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 11/30/2009 CHECK DATE: 12/10/2009
 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
0000247	GRAYBAR						
					VENDOR TOTAL *	136.84	
0000255 DEC 2009	HAHN & ASSOCS, LTD 001921		01 11/30/2009	110-5030-421.30-48	SOCIAL SVCS	4,203.04	
					VENDOR TOTAL *	4,203.04	
0017898 04/12-08/09/09	HAND, JONATHAN 002427		01 11/30/2009	110-7060-451.60-54	EXPENSE REIMBURSEMENT	65.45	
					VENDOR TOTAL *	65.45	
0002046 32317 32318	HASTINGS AIR-ENERGY CONTROL 002701 002746		01 11/30/2009 01 11/30/2009	110-4020-422.50-01 110-4020-422.50-01	STA 1 REPAIR SVC STA 2 SERVICE	1,233.00 1,169.00	
					VENDOR TOTAL *	2,402.00	
0015904 9770193 9742050	HD SUPPLY WATERWORKS, LTD 001831 002309		01 11/30/2009 01 11/30/2009	510-6052-501.40-51 510-6052-501.40-67	SERVICE LINES METER INSTALLS	210.00 442.43	
					VENDOR TOTAL *	652.43	
0011839	HEALTHCARE SERVICE CORP						
014582	002513		01 11/30/2009	110-1001-411.20-04	HEALTH INS	3,205.24	
014582	002514		01 11/30/2009	110-2006-413.20-04	HEALTH INS	18,077.53	
014582	002515		01 11/30/2009	110-2007-413.20-04	HEALTH INS	3,000.10	
014582	002516		01 11/30/2009	110-3015-414.20-04	HEALTH INS	3,410.37	
014582	002517		01 11/30/2009	110-4020-422.20-04	HEALTH INS	64,412.42	
014582	002518		01 11/30/2009	110-4025-424.20-04	HEALTH INS	7,359.22	
014582	002519		01 11/30/2009	110-5030-421.20-04	HEALTH INS	97,490.45	
014582	002520		01 11/30/2009	110-6040-431.20-04	HEALTH INS	26,770.13	
014582	002521		01 11/30/2009	110-7060-451.20-04	HEALTH INS	4,538.61	
014582	002522		01 11/30/2009	210-8070-452.20-04	HEALTH INS	17,923.68	
014582	002523		01 11/30/2009	510-6050-501.20-04	HEALTH INS	3,282.16	
014582	002524		01 11/30/2009	510-6055-502.20-04	HEALTH INS	4,487.33	
014582	002525		01 11/30/2009	530-0088-503.20-04	HEALTH INS	2,461.63	
					VENDOR TOTAL *	256,418.87	
0000129 11315091	HERITAGE CRYSTAL CLEAN, LLC 002232		01 11/30/2009	110-6047-512.40-98	PARTS WASHER	155.15	
					VENDOR TOTAL *	155.15	
0008340 00023240	HIGH PSI LTD 001778		01 11/30/2009	110-6047-512.50-02	DELIMER	315.00	
					VENDOR TOTAL *	315.00	
0004296 052560006919	HIGHLAND ESTATES COFFEE TRADERS 002745		01 11/30/2009	110-6046-418.40-98	VENDING MACHINE RESTOCK	96.21	
					VENDOR TOTAL *	96.21	
0015249	HIRAKAWA, JIM						

PREPARED 12/01/2009, 11:00:00
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 11/30/2009 CHECK DATE: 12/10/2009

BANK: 01

VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK NO	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0015249 11/17/2009	HIRAKAWA, JIM 002193			01 11/30/2009	110-6040-431.60-37	EXPENSE REIMBURSEMENT	60.00	
VENDOR TOTAL *							60.00	
0006864 023826/9022025	HOME DEPOT 1919-NORTHLAKE 002055			01 11/30/2009	110-4020-422.50-01	DOOR REPAIR	203.20	
002126/0574081	002694			01 11/30/2009	110-4020-422.50-08	NEW ENGINE SUPPLIES	53.56	
002146/0102939	002695			01 11/30/2009	110-4020-422.50-08	NEW ENGINE SUPPLIES	41.58	
6164762	002696			01 11/30/2009	110-4020-422.50-08	NEW ENG SUPPLIES CREDIT	13.60	
006819/6103492	002697			01 11/30/2009	110-4020-422.50-08	NEW ENG SUPPLIES CREDIT	149.56	
3114646	002707			01 11/30/2009	110-4020-422.50-08	NEW ENGINE SUPPLIES	256.38	
4012889	001721			01 11/30/2009	110-6041-432.40-48	CONCRETE CEMENT	58.45	
012660/9100078	002767			01 11/30/2009	110-6044-435.40-98	FOUNTAIN BRASS FITTINGS	45.00	
VENDOR TOTAL *							794.13	
0005211 4958	HOME PLUMBING & HEATING CO INC 002062			01 11/30/2009	110-7060-451.50-01	TOILET REPAIR	30.62	
VENDOR TOTAL *							30.62	
0018476 111 N LARCH	HOMELAND ELECTRIC CO 002778			01 11/30/2009	110-0000-331.02-00	CONTRACTOR REGIST REFUND	100.00	
VENDOR TOTAL *							100.00	
0006166 SUGA10262	HUG MEMBERSHIP 002741			01 11/30/2009	110-2008-413.60-37	2010 MEMBERSHIP	195.00	
VENDOR TOTAL *							195.00	
0000285 800935	I D E S 002048			01 11/30/2009	110-1001-411.20-08	PRIOR QUARTER CHARGES	966.00	
800935	002046			01 11/30/2009	110-3015-414.10-01	3RD QUARTER UNEMPLOYMENT	1,155.00	
800935	002044			01 11/30/2009	110-5030-421.20-08	3RD QUARTER UNEMPLOYMENT	4,428.00	
800935	002045			01 11/30/2009	110-5030-421.20-08	3RD QUARTER UNEMPLOYMENT	1,509.00	
800935	002049			01 11/30/2009	110-5030-421.20-08	PRIOR QUARTER CHARGES	1,107.00	
800935	002047			01 11/30/2009	110-7060-451.10-01	3RD QUARTER UNEMPLOYMENT	1,155.00	
800935	002043			01 11/30/2009	510-6055-502.20-08	3RD QUARTER UNEMPLOYMENT	2,307.00	
VENDOR TOTAL *							12,627.00	
0017689 515	IDEK GRAPHICS 002117			01 11/30/2009	110-6046-418.50-01	SIGNAGE	630.25	
VENDOR TOTAL *							630.25	
0001201 1569461	IL ASSN OF CHIEFS OF POLICE 001687			01 11/30/2009	110-5030-421.60-37	2010 MEMBERSHIP FEE	200.00	
1600818	001688			01 11/30/2009	110-5030-421.60-37	2010 MEMBERSHIP FEE	85.00	
1607893	001689			01 11/30/2009	110-5030-421.60-37	2010 MEMBERSHIP FEE	85.00	
VENDOR TOTAL *							370.00	
0016684 1738	IL DEVELOPMENT COUNCIL 001700			01 11/30/2009	110-3015-414.60-37	IDC ANNUAL MEMBERSHIP	250.00	

PREPARED 12/01/2009, 11:00:00
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 11/30/2009 CHECK DATE: 12/10/2009
 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
0016684	IL DEVELOPMENT COUNCIL						
						VENDOR TOTAL *	250.00
0005814 10DUES-936	IL DIVISION IAI 001919		01 11/30/2009	110-5030-421.60-37	MEMBERSHIP	20.00	
						VENDOR TOTAL *	20.00
0007667 9426622	IL OFFICE OF THE STATE FIRE MARSHAL 002116		01 11/30/2009	110-5030-421.50-01	BOILER CERTIFICATE	70.00	
						VENDOR TOTAL *	70.00
0010337 37346-000 37346-000	IL PAPER & COPIER CO 001637 001638		01 11/30/2009 01 11/30/2009	110-2006-413.40-33 110-5030-421.40-33	OFFICE SUPPLIES OFFICE SUPPLIES	1,294.00 862.00	
						VENDOR TOTAL *	2,156.00
0000291 11/13/2009	IL SEC OF STATE - TITLE APPLIC FEES 001920		01 11/30/2009	110-5030-421.60-27	TITLE APPLICATION FEE	65.00	
						VENDOR TOTAL *	65.00
0001319 E-1	IL SEC OF STATE - VEHICLE SVCS 001761		01 11/30/2009	110-6047-512.60-55	PLATE RENEWAL	79.00	
						VENDOR TOTAL *	79.00
0016624 067825 067825	IMPACT NETWORKING LLC 002743 002744		01 11/30/2009 01 11/30/2009	110-6040-431.30-21 510-6050-501.30-21	KIP COPIER KIP COPIER	183.00 183.00	
						VENDOR TOTAL *	366.00
0008629 85560 73636 73637 61047 53090 53091 85594	IMSA 001912 001913 001914 001915 001916 001917 001918		01 11/30/2009 01 11/30/2009 01 11/30/2009 01 11/30/2009 01 11/30/2009 01 11/30/2009 01 11/30/2009	110-6040-431.60-37 110-6040-431.60-37 110-6040-431.60-37 110-6040-431.60-37 110-6040-431.60-37 110-6040-431.60-37 110-6040-431.60-37	MEMBERSHIP MEMBERSHIP MEMBERSHIP MEMBERSHIP MEMBERSHIP MEMBERSHIP MEMBERSHIP	60.00 60.00 60.00 60.00 60.00 60.00 60.00	
						VENDOR TOTAL *	420.00
0014555 21536	INFILCO DEGREMONT, INC 002618		01 11/30/2009	510-6057-502.50-01	CONTROLS REPAIR	1,089.80	
						VENDOR TOTAL *	1,089.80
0013660 35086	INFOTRACK INFORMATION SERVICES, INC 002130		01 11/30/2009	110-7060-451.60-42	BACKGROUND CHECKS	40.00	
						VENDOR TOTAL *	40.00
0006347 002-102180	INLAND COMMERCIAL PROPERTY MGT INC 002293		01 11/30/2009	530-0088-503.50-15	MONTHLY MAINT CONTRACT	1,150.00	

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	
0006347	INLAND COMMERCIAL PROPERTY MGT INC							
					VENDOR TOTAL *	1,150.00		
0010731	INTERSTATE BATTERY SYSTEM OF							
130051094	001823		01 11/30/2009	110-4020-422.40-98	SUPPLIES	10.50		
130051094	001822		01 11/30/2009	110-5030-421.40-98	SUPPLIES	84.00		
130051094	001824		01 11/30/2009	110-6041-432.40-98	SUPPLIES	1.50		
130051094	001825		01 11/30/2009	110-6043-434.40-98	SUPPLIES	1.50		
130051094	001826		01 11/30/2009	110-6044-435.40-98	SUPPLIES	1.50		
130051094	001827		01 11/30/2009	110-6046-418.40-98	SUPPLIES	1.50		
130051094	001828		01 11/30/2009	110-6047-512.40-98	SUPPLIES	1.50		
130051094	001829		01 11/30/2009	510-6052-501.40-98	SUPPLIES	1.50		
130051094	001830		01 11/30/2009	510-6057-502.40-98	SUPPLIES	1.50		
					VENDOR TOTAL *	105.00		
0009605	INTL ASSN OF BLOODSTAIN PATTERN							
638	002606		01 11/30/2009	110-5030-421.60-37	MEMBERSHIP	40.00		
					VENDOR TOTAL *	40.00		
0009823	INTL CODE COUNCIL ACCTS RECEIVABLE							
1163675-IN	002748		01 11/30/2009	110-4025-424.60-11	FIRE INSP CODE BOOKS	59.00		
1164472-IN	002749		01 11/30/2009	110-4025-424.60-11	CODE BOOK TABS	20.00		
					VENDOR TOTAL *	79.00		
0013781	INTL COUNCIL OF SHOPPING CENTERS							
195133/1106859	002710		01 11/30/2009	110-3015-414.60-37	2010 MEMBERSHIP	100.00		
					VENDOR TOTAL *	100.00		
0009363	IPPFA							
2010	002709		01 11/30/2009	750-0000-491.60-59	2010 MEMBERSHIP	750.00		
					VENDOR TOTAL *	750.00		
0000976	JIM'S TOWING							
89137	002598		01 11/30/2009	110-5030-421.60-27	TOWING SVCS/CASE#09-45666	350.00		
89191	002599		01 11/30/2009	110-5030-421.60-27	TOWING SVCS/CASE#09-46318	350.00		
88903	002231		01 11/30/2009	110-6047-512.50-20	TOWING SVCS	119.00		
					VENDOR TOTAL *	819.00		
0000312	JULIE INC							
10-09-0485	001792		01 11/30/2009	110-6040-431.30-80	JULIE LOCATES	326.75		
10-09-0485	001793		01 11/30/2009	510-6050-501.30-80	JULIE LOCATES	326.75		
					VENDOR TOTAL *	653.50		
0013509	K A STEEL CHEMICALS INC							
0601224-IN	001705		01 11/30/2009	510-6057-502.40-10	LIQ CHLOR FOR EFF DISINF	2,663.96		
					VENDOR TOTAL *	2,663.96		
0000314	KALE UNIFORMS							
396749	001815		01 11/30/2009	110-5030-421.40-11	UNIFORM SUPPLIES	74.90		

PREPARED 12/01/2009, 11:00:00
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 11/30/2009 CHECK DATE: 12/10/2009

BANK: 01

VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK NO	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0000314	KALE UNIFORMS							
396748	001816			01 11/30/2009	110-5030-421.40-11	UNIFORM SUPPLIES	209.94	
397995	002262			01 11/30/2009	110-5030-421.40-11	UNIFORM SUPPLIES	118.99	
397996	002263			01 11/30/2009	110-5030-421.40-11	UNIFORM SUPPLIES	56.95	
398672	002436			01 11/30/2009	110-5030-421.40-11	UNIFORM SUPPLIES	59.98	
398673	002437			01 11/30/2009	110-5030-421.40-11	UNIFORM SUPPLIES	113.97	
398674	002438			01 11/30/2009	110-5030-421.40-11	UNIFORM SUPPLIES	151.96	
						VENDOR TOTAL *	786.69	
0000323	KIEFT BROTHERS, INC - A/P							
159950	002190			01 11/30/2009	110-6041-432.40-08	INLET REPAIR	114.50	
160527	002191			01 11/30/2009	110-6041-432.40-08	GRATE REPLACEMENT	650.00	
160525	002192			01 11/30/2009	110-6041-432.40-08	GRATE REPLACEMENT	1,416.00	
160703	002272			01 11/30/2009	110-6041-432.40-48	CEMENT	132.00	
160902	002433			01 11/30/2009	110-6041-432.40-08	INLET REPAIR	105.00	
160703	002271			01 11/30/2009	510-6052-501.40-63	VALVE VAULTS	198.00	
160316	002307			01 11/30/2009	510-6052-501.40-63	VALVE INSTALL	436.00	
						VENDOR TOTAL *	3,051.50	
0011896	KIMBALL MIDWEST							
1282366	002229			01 11/30/2009	110-6047-512.50-16	NUTS/BOLTS/SUPPLIES	151.17	
1289581	002230			01 11/30/2009	110-6047-512.50-16	NUTS/BOLTS/SUPPLIES	291.72	
						VENDOR TOTAL *	442.89	
0016535	KINGS POINT GENERAL CEMENT							
1 & FINAL	002774			01 11/30/2009	310-0089-461.80-24	CONCRETE PAVER BASE &	4,200.00	
						VENDOR TOTAL *	4,200.00	
0015660	KINGS POINT TRUCK LANE							
18368	001779			01 11/30/2009	110-6047-512.50-02	SAFETY TEST/PW6,PW69	50.00	
18413	002227			01 11/30/2009	110-6047-512.50-02	SAFETY TEST/PW51,PW52	50.00	
18348	002228			01 11/30/2009	110-6047-512.50-16	SAFETY TEST/PW50,PW88,PW8	87.00	
18436	002562			01 11/30/2009	110-6047-512.50-16	SAFETY TEST/PW136,PW170,	75.00	
18431	002563			01 11/30/2009	110-6047-512.50-02	SAFETY TEST/PW39	25.00	
						VENDOR TOTAL *	287.00	
0013270	KNEBEL, JEFFREY							
11/10/2009	001923			01 11/30/2009	110-5030-421.60-05	EXPENSE REIMBURSEMENT	41.80	
						VENDOR TOTAL *	41.80	
0004998	KNIGHTON BUILDERS							
000056859	UT			01 11/30/2009	510-0000-113.02-00	UB CR REFUND	309.95	
						VENDOR TOTAL *	309.95	
0007328	KOMLINE-SANDERSON							
42004369	002612			01 11/30/2009	510-6057-502.50-01	PUMP REPLACEMENT	397.36	
						VENDOR TOTAL *	397.36	
0000332	LAB SAFETY SUPPLY INC							

PREPARED 12/01/2009, 11:00:00
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 11/30/2009 CHECK DATE: 12/10/2009

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
0000332	LAB SAFETY SUPPLY INC							
1013920165	007755		01	09/21/2009	110-6046-418.40-98	RETURNED MERCHANDISE	17.00-	
1014351014	002065		01	11/30/2009	110-6046-418.50-01	EYEWASH SOLUTION	49.81	
						VENDOR TOTAL *	32.81	
0002524	LAW BULLETIN							
1227110	001686		01	11/30/2009	110-5030-421.30-98	MONTHLY FEE	100.00	
						VENDOR TOTAL *	100.00	
0010777	LE DONNE TRUE VALUE							
870702	002221		01	11/30/2009	110-6042-433.50-16	TRK/PARTS PW153	39.51	
869291	001711		01	11/30/2009	510-6057-502.50-01	SNOWBLOWER REPAIRS	49.93	
						VENDOR TOTAL *	89.44	
0013313	LEACH ENTERPRISES, INC							
895862	001660		01	11/30/2009	110-6047-512.50-16	PARTS/SUPPLIES	137.10	
896117	002196		01	11/30/2009	110-6047-512.50-16	TRK/PARTS PD46	96.18	
896341	002197		01	11/30/2009	110-6047-512.50-16	FILTERS	264.49	
						VENDOR TOTAL *	497.77	
0006622	LEN'S ACE HARDWARE							
106439/1	001765		01	11/30/2009	110-6047-512.50-16	TRK/PARTS PW116	1.35	
						VENDOR TOTAL *	1.35	
0007702	LHA/WORLD INC							
2135	002258		01	11/30/2009	110-0094-454.60-45	AD	300.00	
						VENDOR TOTAL *	300.00	
0017643	LIGHT BULB DEPOT 28 LLC							
91381944	001833		01	11/30/2009	110-6044-435.40-26	LAMPS	431.28	
91381943	001834		01	11/30/2009	110-6044-435.40-26	LAMPS	307.15	
						VENDOR TOTAL *	738.43	
0000509	LILJEBERG, GLEN R.							
11/01-11/17/09	002289		01	11/30/2009	110-0086-453.30-52	CATV PROF SVCS	642.75	
						VENDOR TOTAL *	642.75	
0018475	LIMITLESS DESIGN & CONST INC							
74	002777		01	11/30/2009	310-0089-461.80-24	LIMESTONE CLEAN/SEAL	2,033.00	
						VENDOR TOTAL *	2,033.00	
0004998	LOSTER JOHN M & MARILYN							
000015777	UT		01	11/30/2009	510-0000-113.02-00	UB CR REFUND	228.47	
						VENDOR TOTAL *	228.47	
0000617	M & M REPORTING, INC							
45332	001643		01	11/30/2009	110-3015-414.30-13	09 ZBA-09 PROF SVCS	287.00	
45331	001644		01	11/30/2009	110-3015-414.30-13	09 ZBA-08 PROF SVCS	359.00	
						VENDOR TOTAL *	646.00	
0014491	M E SIMPSON CO, INC							

PREPARED 12/01/2009, 11:00:00
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 11/30/2009 CHECK DATE: 12/10/2009

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
0014491 19309	M E SIMPSON CO, INC 002311		01 11/30/2009	510-6052-501.30-98	METER TESTING	1,125.00	
					VENDOR TOTAL *	1,125.00	
0000352 61794	MAGID GLOVE 001719		01 11/30/2009	510-6052-501.40-98	OTHER SUPPLIES	111.61	
					VENDOR TOTAL *	111.61	
0004998 000015457	MALLOY PAUL F UT		01 00/00/0000	510-0000-113.02-00	UB CR REFUND	15.84	
					VENDOR TOTAL *	15.84	
0018018 2782 2783	MARQUARDT & BELMONTE, PC 001752 001753		01 11/30/2009 01 11/30/2009	110-0081-415.30-63 110-0081-415.30-19	TRAFFIC PROSECUTIONS DUI PROSECUTIONS	4,013.05 4,051.75	
					VENDOR TOTAL *	8,064.80	
0007611 MR Refund	MARTIN SCHMITT MR		01 11/30/2009	110-0000-115.07-01	328637	50.00	
					VENDOR TOTAL *	50.00	
0010780 11/01-11/17/09	MASTERS, KEN 002288		01 11/30/2009	110-0086-453.30-52	CATV PROF SVCS	132.00	
					VENDOR TOTAL *	132.00	
0001614 3090	MCGUIRE, MAUREEN 001759		01 11/30/2009	110-1001-411.60-40	CITY NEWSLETTER/NOV 2009	2,380.00	
					VENDOR TOTAL *	2,380.00	
0001049 08611797999 08611797999 08611797999 08611797999 08611797999 08611797999 08611797999 08611797999 08611797999 08611797999 08611797999 08611797999 08611797999 08611797999	MCI 001810 001799 001800 001808 001809 001801 001802 001803 001804 001805 001806 001807		01 11/30/2009 01 11/30/2009	110-0094-454.30-75 110-1001-411.30-75 110-2006-413.30-75 110-2007-413.30-75 110-2008-413.30-75 110-3015-414.30-75 110-4020-422.30-75 110-4022-423.30-75 110-5030-421.30-75 110-6040-431.30-75 110-7060-451.30-75 510-6055-502.30-75	MONTHLY PHONE MONTHLY PHONE	4.66 18.22 21.75 1.40 78.49 5.05 10.34 .70 100.31 15.56 6.48 12.82	
					VENDOR TOTAL *	275.78	
0002941 40771011 42036440 42036438 40949994	MCMaster-CARR SUPPLY CO 002060 002546 002690 002061		01 11/30/2009 01 11/30/2009 01 11/30/2009 01 11/30/2009	110-4020-422.50-01 110-4020-422.40-98 110-4020-422.50-08 110-5030-421.50-01	TARP SUPPLIES NEW ENGINE SUPPLIES DOOR REPAIR	117.60 35.25 9.88 5.27	

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
0002941	MCMASTER-CARR SUPPLY CO							
42036440	002548		01	11/30/2009	110-6041-432.40-98	SUPPLIES	30.34	
42036440	002549		01	11/30/2009	110-6043-434.40-98	SUPPLIES	30.34	
41413977	001856		01	11/30/2009	110-6044-435.40-98	HANDLE REPLACEMENT	79.82	
42036440	002550		01	11/30/2009	110-6044-435.40-98	SUPPLIES	30.34	
42036440	002551		01	11/30/2009	110-6046-418.40-98	SUPPLIES	30.34	
41263956	001780		01	11/30/2009	110-6047-512.50-16	TRK/PARTS F-2	37.93	
41696538	002181		01	11/30/2009	110-6047-512.50-16	TRK/PARTS F-2	18.93	
42112952	002543		01	11/30/2009	110-6047-512.50-16	STOCK	25.21	
42036440	002547		01	11/30/2009	110-6047-512.40-98	SUPPLIES	35.25	
42036440	002552		01	11/30/2009	110-6047-512.40-98	SUPPLIES	30.34	
41184126	001655		01	11/30/2009	510-6052-501.40-98	OTHER SUPPLIES	189.18	
40555866	002298		01	11/30/2009	510-6052-501.40-98	WATER SYSTEM REPAIR	47.19	
42036440	002553		01	11/30/2009	510-6052-501.40-98	SUPPLIES	30.34	
41014318	001708		01	11/30/2009	510-6056-502.50-10	RADIO SYST UPGRADE	93.89	
40855685	001706		01	11/30/2009	510-6057-502.50-01	STRAINER REPAIR PUMPS	67.09	
41696539	002180		01	11/30/2009	510-6057-502.50-01	NYLON SUCTION STRAINER	17.83	
						VENDOR TOTAL *	962.36	
0014509	MEDCO SUPPLY CO							
41105896	001618		01	11/30/2009	110-2006-413.40-31	OTHER SUPPLIES	13.24	
41105896	001619		01	11/30/2009	110-5030-421.40-98	OTHER SUPPLIES	13.24	
41105896	001620		01	11/30/2009	110-6041-432.40-98	OTHER SUPPLIES	13.24	
41106882	002119		01	11/30/2009	110-6041-432.40-98	SUPPLIES	3.90	
41105896	001621		01	11/30/2009	110-6043-434.40-98	OTHER SUPPLIES	13.24	
41106882	002120		01	11/30/2009	110-6043-434.40-98	SUPPLIES	3.90	
41105896	001622		01	11/30/2009	110-6044-435.40-98	OTHER SUPPLIES	13.24	
41106882	002121		01	11/30/2009	110-6044-435.40-98	SUPPLIES	3.90	
41105896	001623		01	11/30/2009	110-6046-418.40-98	OTHER SUPPLIES	13.24	
41106882	002122		01	11/30/2009	110-6046-418.40-98	SUPPLIES	3.90	
41105896	001624		01	11/30/2009	110-6047-512.40-98	OTHER SUPPLIES	13.24	
41106882	002123		01	11/30/2009	110-6047-512.40-98	SUPPLIES	3.90	
41105896	001625		01	11/30/2009	510-6052-501.40-98	OTHER SUPPLIES	13.24	
41106882	002124		01	11/30/2009	510-6052-501.40-98	SUPPLIES	3.90	
41105896	001626		01	11/30/2009	510-6057-502.40-98	OTHER SUPPLIES	13.23	
41106882	002125		01	11/30/2009	510-6057-502.40-98	SUPPLIES	3.90	
						VENDOR TOTAL *	146.45	
0000366	MEL'S ACE HARDWARE							
411397/4	001852		01	11/30/2009	110-6043-434.40-98	EYE BOLTS	5.10	
411557/4	002610		01	11/30/2009	110-6043-434.40-98	RETURNED MERCHANDISE	4.02	
411558/4	002611		01	11/30/2009	110-6043-434.40-98	HOLIDAY LIGHTS	287.64	
411317/4	002300		01	11/30/2009	510-6052-501.40-98	TRIPOD SUPPLIES	47.06	
411405/4	002301		01	11/30/2009	510-6052-501.40-98	HOSE HOOK UP	11.49	
411447/4	002302		01	11/30/2009	510-6052-501.40-98	FLASHLIGHT	9.89	
						VENDOR TOTAL *	357.16	
0014625	MEL'S CAR CARE CENTER							
51785	002255		01	11/30/2009	110-6047-512.50-16	GAS TANK REPAIR/E-19	95.00	

PREPARED 12/01/2009, 11:00:00
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 11/30/2009 CHECK DATE: 12/10/2009
 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
0014625 7014	MEL'S CAR CARE CENTER 001394		01	11/19/2009	110-6047-512.50-02	TRK/PARTS PW170	CHECK #: 130060	65.00-
						VENDOR TOTAL *	95.00	65.00-
0004764 11/19/09	METRO MANAGERS 002100		01	11/16/2009	110-1001-411.60-11	MEETING REGISTRATIONS	CHECK #: 130307	72.00
						VENDOR TOTAL *	.00	72.00
0000368 278-000583 278-000583 278-000584	METRO PARAMEDIC SERVICES, INC 000290 000291 001751		01	10/31/2009 10/31/2009 11/30/2009	110-0084-442.30-01 110-0084-442.30-01 110-0084-442.30-01	NOV PROFESSIONAL SVCS SEPT/OCT CORRECTION AMBULANCE SVC/DEC 2009	13,339.32 18,437.48- 13,339.32	
						VENDOR TOTAL *	8,241.16	
0002070 0000223679	METROPOLITAN INDUSTRIES, INC 001709		01	11/30/2009	510-6057-502.50-08	ENG GEN PUMP REPAIRS	215.88	
						VENDOR TOTAL *	215.88	
0007364 00107 00107 00107 00107 00107 00107 00107 00107 00107 00107 00107 00107 00107 00107 00107 00107 00107	METROPOLITAN LIFE INSURANCE CO 002526 002527 002528 002529 002530 002531 002532 002533 002534 002535 002536 002537 002538		01	11/30/2009 11/30/2009 11/30/2009 11/30/2009 11/30/2009 11/30/2009 11/30/2009 11/30/2009 11/30/2009 11/30/2009 11/30/2009 11/30/2009 11/30/2009 11/30/2009 11/30/2009 11/30/2009 11/30/2009	110-1001-411.20-05 110-2006-413.20-05 110-2007-413.20-05 110-3015-414.20-05 110-4020-422.20-05 110-4025-424.20-05 110-5030-421.20-05 110-6040-431.20-05 110-7060-451.20-05 210-8070-452.20-05 510-6050-501.20-05 510-6055-502.20-05 530-0088-503.20-05	DENTAL INS DENTAL INS	276.51 1,258.59 217.71 227.25 3,764.64 268.56 6,135.62 1,840.21 325.77 923.28 295.58 206.59 150.96	
						VENDOR TOTAL *	15,891.27	
0009371 2123015 2120573 2123014	MICRO CENTER A/R 002419 002420 002421		01	11/30/2009 11/30/2009 11/30/2009	110-2008-413.40-72 110-2008-413.40-72 110-2008-413.40-72	COMPUTER HARDWARE COMPUTER HARDWARE RETURNED MERCHANDISE	429.99 514.97 449.99-	
						VENDOR TOTAL *	494.97	
0001729 58135A	MID AMER WATER 002313		01	11/30/2009	510-6052-501.40-07	WATER SYSTEM REPAIR	676.00	
						VENDOR TOTAL *	676.00	
0017275 122166 122166 122166 122166	MIDAMERICAN ENERGY CO 002171 002173 002169 002170		01	11/30/2009 11/30/2009 11/30/2009 11/30/2009	110-6041-432.30-24 110-6044-435.30-24 510-6051-501.30-24 510-6052-501.30-24	MONTHLY ELECTRIC MONTHLY ELECTRIC MONTHLY ELECTRIC MONTHLY ELECTRIC	2,688.80 484.56 3,488.64 5,964.20	

PREPARED 12/01/2009, 11:00:00
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 11/30/2009 CHECK DATE: 12/10/2009

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
0017275	MIDAMERICAN ENERGY CO						
122166	002168		01 11/30/2009	510-6057-502.30-24	MONTHLY ELECTRIC	37,160.44	
122166	002172		01 11/30/2009	530-0088-503.30-24	MONTHLY ELECTRIC	3,477.90	
VENDOR TOTAL *						53,264.54	
0008503	MIDWAY TRUCK PARTS						
706689	001617		01 11/30/2009	110-6047-512.50-16	PARTS/SUPPLIES	246.55	
VENDOR TOTAL *						246.55	
0017125	MIDWEST OPERATING ENGRS H & W						
DEC 2009	002107		01 11/17/2009	110-6040-431.20-04	ADDNL EMPLOYEE BENEFITS	CHECK #: 130310	1,287.00
JAN 2010	002539		01 11/30/2009	110-6040-431.20-04	HEALTH INS	46,663.65	
JAN 2010	002541		01 11/30/2009	510-6050-501.20-04	HEALTH INS	23,250.15	
JAN 2010	002540		01 11/30/2009	510-6055-502.20-04	HEALTH INS	15,137.10	
VENDOR TOTAL *						85,050.90	1,287.00
0018421	MIDWEST TOURISM ASSN						
00001472	002259		01 11/30/2009	110-0094-454.60-45	ADS	4,595.00	
VENDOR TOTAL *						4,595.00	
0017986	MILLS-GRONINGER, TIM						
20723	002713		01 11/30/2009	110-7060-451.60-39	FINAL-TRAING/CONTACT REPT	195.00	
VENDOR TOTAL *						195.00	
0007257	MOTION INDUSTRIES, INC						
IL10-400583	001715		01 11/30/2009	510-6057-502.50-08	PRESS 3 HYD PACK REPAIR	20.60	
IL10-401328	002175		01 11/30/2009	510-6057-502.50-01	SNOWBLOWER REPAIRS	17.02	
IL10-401882	002614		01 11/30/2009	510-6057-502.50-01	PUMP REPAIR	110.56	
VENDOR TOTAL *						148.18	
0000378	MOTOROLA - COLLECTION CTR DR						
90066495	001781		01 11/30/2009	110-5030-421.40-41	RADIO REPAIR	155.98	
90066437	001782		01 11/30/2009	110-5030-421.40-41	RADIO REPAIR	101.43	
90062145	001783		01 11/30/2009	110-5030-421.40-98	RUBBER	14.85	
90062145	001784		01 11/30/2009	110-5030-421.40-41	BATTERY	23.10	
90062145	001785		01 11/30/2009	110-5030-421.80-06	SET UP NEW VEHICLE/PD-45,	13.80	
90080086	002560		01 11/30/2009	110-5030-421.40-41	BATTERIES	94.20	
VENDOR TOTAL *						403.36	
0007611	MRS GEORGE MARCUCCI						
MR Refund	MR		01 11/30/2009	110-0000-115.07-01	60208860	25.00	
VENDOR TOTAL *						25.00	
0007611	MRS GEORGE MARCUCCI						
MR Refund	MR		01 11/30/2009	110-0000-115.07-01	60208860	25.00	
VENDOR TOTAL *						25.00	
0018087	MWH AMERICAS, INC						
1295189	002257		01 11/30/2009	110-6040-431.30-26	PROFESSIONAL SVCS	3,225.83	

PREPARED 12/01/2009, 11:00:00
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 11/30/2009 CHECK DATE: 12/10/2009

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
0018087	MWH AMERICAS, INC						
					VENDOR TOTAL *	3,225.83	
0000383	NAFISCO, INC						
94566	002184		01 11/30/2009	110-6041-432.30-06	BARRICADE RENTAL	32.00	
94567	002185		01 11/30/2009	110-6041-432.30-06	BARRICADE RENTAL	124.20	
94568	002186		01 11/30/2009	110-6041-432.30-06	BARRICADE RENTAL	50.00	
94569	002187		01 11/30/2009	110-6041-432.30-06	BARRICADE RENTAL	48.00	
					VENDOR TOTAL *	254.20	
0014703	NATIONAL TRUCK EQPT ASSN						
61839	001613		01 11/30/2009	110-6040-431.60-37	MEMBERSHIP RENEWAL	500.00	
					VENDOR TOTAL *	500.00	
0013322	NEPM - ASI # 279381						
154952	002693		01 11/30/2009	110-4020-422.60-25	SUPPLIES	870.00	
					VENDOR TOTAL *	870.00	
0005845	NICOR GAS						
54-23-78-0000	5001697		01 11/30/2009	110-4020-422.30-29	MONTHLY SERVICE	354.96	
26-13-75-0650	2001744		01 11/30/2009	110-4020-422.30-29	MONTHLY GAS	97.54	
5209073557	3 001866		01 11/30/2009	110-4020-422.30-29	MONTHLY GAS	468.77	
1200340000	4 001798		01 11/30/2009	110-5030-421.30-29	MONTHLY GAS	633.65	
02-25-68-0000	0001695		01 11/30/2009	110-6046-418.30-29	MONTHLY SERVICE	35.53	
1428340000	1 001748		01 11/30/2009	110-6046-418.30-29	MONTHLY GAS	291.55	
7816640000	8 001867		01 11/30/2009	110-6046-418.30-29	MONTHLY GAS	3,321.97	
39-23-24-0000	0001865		01 11/30/2009	110-7060-451.30-29	MONTHLY GAS	26.69	
75-23-24-0000	4001696		01 11/30/2009	510-6056-502.30-29	MONTHLY SERVICE	115.53	
43-64-24-0000	6001745		01 11/30/2009	510-6056-502.30-29	MONTHLY GAS	131.29	
99-81-68-0000	9001747		01 11/30/2009	510-6056-502.30-29	MONTHLY GAS	87.79	
52-71-78-0000	8001797		01 11/30/2009	510-6056-502.30-29	MONTHLY GAS	39.45	
2403240000	4 001868		01 11/30/2009	510-6056-502.30-29	MONTHLY GAS	81.39	
53-33-68-0000	7001746		01 11/30/2009	510-6057-502.30-29	MONTHLY GAS	519.63	
					VENDOR TOTAL *	6,205.74	
0009972	NORTHWESTERN UNIV - PUBLIC SAFETY						
17650	002600		01 11/30/2009	110-5030-421.60-98	LUNCHEON	25.00	
					VENDOR TOTAL *	25.00	
0016141	NPELRA - OCEANSIDE						
20100444	002042		01 11/30/2009	110-2007-413.60-37	MEMBERSHIP	190.00	
					VENDOR TOTAL *	190.00	
0004998	ODOWD MAUREEN R						
000047175	UT		01 11/30/2009	510-0000-113.02-00	UB CR REFUND	33.28	
					VENDOR TOTAL *	33.28	
0008640	OFFICE DEPOT						
497698126001	002328		01 11/30/2009	110-2006-413.40-33	SUPPLIES	42.49	

PREPARED 12/01/2009, 11:00:00
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 11/30/2009 CHECK DATE: 12/10/2009

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						
					VENDOR TOTAL *	42.49	
0017951 37543	OPEL ENGINEERING CO 002205		01 11/30/2009	110-6047-512.40-34	OIL	152.85	
					VENDOR TOTAL *	152.85	
0006848 S 15405	PARTS & ELECTRIC MOTORS INC 001710		01 11/30/2009	510-6057-502.50-08	INFL BAR SCR 2 BRAKE REPR	1,000.87	
					VENDOR TOTAL *	1,000.87	
0008717	PAT KEAN'S FRIENDLY FORD						
157084	001775		01 11/30/2009	110-6047-512.50-16	TRK/PARTS PW17	225.30	
157063	001776		01 11/30/2009	110-6047-512.50-16	TRK/PARTS PD-8	71.00	
157064	001777		01 11/30/2009	110-6047-512.50-16	STOCK	35.50	
157142	002233		01 11/30/2009	110-6047-512.50-16	AUTO/PARTS E-19	333.73	
157198	002234		01 11/30/2009	110-6047-512.50-16	AUTO/PARTS E-19	233.24	
157269	002235		01 11/30/2009	110-6047-512.50-16	AUTO/PARTS E-27	23.25	
157332	002586		01 11/30/2009	110-6047-512.50-16	AUTO/PARTS E-21	13.50	
C18061	002587		01 11/30/2009	110-6047-512.50-02	AUTO/PARTS E-21	97.24	
					VENDOR TOTAL *	1,032.76	
0014182 008950349	PEPPERL & FUCHS INC 001712		01 11/30/2009	510-6057-502.50-10	INF BAR SCREEN RELAY REPL	210.38	
					VENDOR TOTAL *	210.38	
0000435 100906547	PORTABLE COMMUNICATIONS 002204		01 11/30/2009	110-5030-421.50-17	RADIO REPAIR	63.75	
					VENDOR TOTAL *	63.75	
0013302 13669	PRECISION CONTROL SYSTEMS OF 002059		01 11/30/2009	110-5030-421.30-98	MONTHLY MAINT FEE	251.00	
					VENDOR TOTAL *	251.00	
0014926	PRECISION LUBRICANTS						
186637	002222		01 11/30/2009	110-6047-512.40-18	DIESEL FUEL ADDITIVE	1,610.80	
187146	002223		01 11/30/2009	110-6047-512.40-34	OIL	509.73	
187147	002224		01 11/30/2009	110-6047-512.40-34	OIL	460.50	
187148	002225		01 11/30/2009	110-6047-512.40-34	OIL	288.75	
187149	002226		01 11/30/2009	110-6047-512.40-34	OIL	396.45	
					VENDOR TOTAL *	3,266.23	
0018397 3714	PRINCIPLE LIGHTING, INC 001821		01 11/30/2009	110-6043-434.40-98	PINE TOWER TREE	8,200.00	
					VENDOR TOTAL *	8,200.00	
0000444 1/892590 1/892590	PROSAFETY INC 002316 002317		01 11/30/2009 01 11/30/2009	110-6041-432.40-98 110-6043-434.40-98	SUPPLIES SUPPLIES	15.65 15.65	

PREPARED 12/01/2009, 11:00:00
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 11/30/2009 CHECK DATE: 12/10/2009

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
0000444	PROSAFETY INC						
2/644800	001657		01 11/30/2009	110-6044-435.40-98	OTHER SUPPLIES	40.22	
1/892590	002318		01 11/30/2009	110-6044-435.40-98	SUPPLIES	15.65	
1/892590	002319		01 11/30/2009	110-6046-418.40-98	SUPPLIES	15.65	
1/892590	002320		01 11/30/2009	110-6047-512.40-98	SUPPLIES	15.65	
2/644800	001658		01 11/30/2009	510-6052-501.40-98	OTHER SUPPLIES	40.23	
1/892590	002321		01 11/30/2009	510-6052-501.40-98	SUPPLIES	15.65	
1/892590	002322		01 11/30/2009	510-6057-502.40-98	SUPPLIES	15.64	
					VENDOR TOTAL *	189.99	
0018250	R HART SALES						
17	002769		01 11/30/2009	110-6044-435.40-98	T-SIGNAL LOOP SEALANT	427.51	
					VENDOR TOTAL *	427.51	
0000448	RADIOSHACK CORP						
315312	002412		01 11/30/2009	110-2008-413.40-31	POWER INVERTER	39.99	
					VENDOR TOTAL *	39.99	
0004998	RAYMOND JAY						
000054049	UT		01 11/30/2009	510-0000-113.02-00	UB CR REFUND	66.76	
					VENDOR TOTAL *	66.76	
0016300	RB ENTERPRISES						
77770A	001723		01 11/30/2009	110-6042-433.30-72	NOV SNOW SERVICES	660.00	
					VENDOR TOTAL *	660.00	
0016821	REIMER, RICHARD J & ASSOCS LLC						
2598/12692	002750		01 11/30/2009	750-0000-491.60-59	CONSULTATION	175.00	
					VENDOR TOTAL *	175.00	
0014945	RIVERA, ABE						
09-70000005	001860		01 11/30/2009	510-6056-502.30-90	PERMIT REFUND	80.00	
					VENDOR TOTAL *	80.00	
0005687	ROESCH CHEVROLET, LARRY						
618309	001762		01 11/30/2009	110-6047-512.50-16	TRK/PARTS PD-2	52.72	
					VENDOR TOTAL *	52.72	
0008861	ROYAL RECOGNITION						
09-04867	001677		01 11/30/2009	110-2007-413.60-23	SERVICE AWARDS	118.64	
09-04845	002791		01 11/30/2009	110-2007-413.60-23	SERVICE AWARD	303.33	
					VENDOR TOTAL *	421.97	
0006411	RUSSO'S POWER EQPT						
605286	002607		01 11/30/2009	110-6043-434.50-08	SWITCH	4.80	
610150	002608		01 11/30/2009	110-6043-434.40-53	FLEXIBLE POUR SPOUTS	13.14	
					VENDOR TOTAL *	17.94	
0005653	RYDIN DECAL						

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
0005653 247611	RYDIN DECAL 002056		01 11/30/2009	530-0088-503.40-98	2010 PARKING PERMITS	2,415.73	
					VENDOR TOTAL *	2,415.73	
0008163 6437835	S & S WORLDWIDE, INC 002714		01 11/30/2009	110-7060-451.60-65	EDUC/PROGRAM SUPPLIES	87.70	
					VENDOR TOTAL *	87.70	
0001298	SAFETY SUPPLY ILLINOIS						
1164111-01	002276		01 11/30/2009	510-6057-502.40-98	ICON JACKET	130.20	
1163878-01	002315		01 11/30/2009	510-6057-502.40-98	ICON JACKET	365.11	
1164111-02	002739		01 11/30/2009	510-6057-502.40-98	OTHER SUPPLIES	187.43	
					VENDOR TOTAL *	682.74	
0005994 PSI141747	SAUBER MFG CO 001612		01 11/30/2009	110-6044-435.80-07	118T TRAILER MODIFICATION	510.00	
					VENDOR TOTAL *	510.00	
0004998 000062307	SCOTT SCHILACI UT		01 11/30/2009	510-0000-113.02-00	UB CR REFUND	19.79	
					VENDOR TOTAL *	19.79	
0000478 000832073221591002067	SEARS COMMERCIAL ONE		01 11/30/2009	110-4020-422.50-01	DISHWASHER REPAIR	75.06	
					VENDOR TOTAL *	75.06	
0010169 63364 63421	SEAWAY SUPPLY 001858 002198		01 11/30/2009 01 11/30/2009	110-6046-418.40-24 510-6057-502.40-98	SUPPLIES SUPPLIES	367.50 260.00	
					VENDOR TOTAL *	627.50	
0018410 48454	SENTRY SECURITY FASTENERS, INC 002078		01 11/30/2009	110-5030-421.50-01	DOOR REPAIR	143.54	
					VENDOR TOTAL *	143.54	
0000484 1659884	SEYFARTH SHAW LLP 002512		01 11/30/2009	110-0081-415.30-32	LEGAL SVCS	13,675.00	
					VENDOR TOTAL *	13,675.00	
0000491 732901 731484	SHEMIN NURSERIES 002201 002310		01 11/30/2009 01 11/30/2009	110-6043-434.40-98 510-6052-501.40-98	HOLIDAY DECORATIONS IRRIGATION REPAIRS	1,181.25 49.80	
					VENDOR TOTAL *	1,231.05	
0001674 91291	SHORE GALLERIES 001813		01 11/30/2009	110-5030-421.40-01	AMMUNITION	274.56	
					VENDOR TOTAL *	274.56	
0011543	SIKICH LLP						

PREPARED 12/01/2009, 11:00:00
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 11/30/2009 CHECK DATE: 12/10/2009

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
0011543	SIKICH LLP						
109283	002149		01 11/30/2009	110-2006-413.30-03	AUDIT FEES	2,376.00	
109283	002150		01 11/30/2009	210-8070-452.30-03	AUDIT FEES	432.00	
109283	002151		01 11/30/2009	510-6050-501.30-03	AUDIT FEES	864.00	
109283	002152		01 11/30/2009	510-6055-502.30-03	AUDIT FEES	1,458.00	
109283	002153		01 11/30/2009	530-0088-503.30-03	AUDIT FEES	270.00	
VENDOR TOTAL *						5,400.00	
0009640	SINSON, JUNIE						
11/10/09	001716		01 11/30/2009	110-6043-434.30-22	DED REMOVAL REIMBURSEMENT	450.00	
VENDOR TOTAL *						450.00	
0006380	SIR SPEEDY						
52828	002305		01 11/30/2009	510-6052-501.40-98	WATER METER SVC ORDERS	448.75	
VENDOR TOTAL *						448.75	
0010072	SNAP-ON INDUSTRIAL						
ARV/11419623	001786		01 11/30/2009	110-6047-512.50-02	TOOL REPAIR	55.00	
VENDOR TOTAL *						55.00	
0018176	SPIROFF & GOSSELAR, LLC						
45000-003M	002291		01 11/30/2009	110-0081-415.30-36	PROFESSIONAL SVCS	606.73	
VENDOR TOTAL *						606.73	
0014481	STAPLES CREDIT PLAN						
9/13/2009	000892		01 11/16/2009	110-2008-413.40-72	CREDIT ADJUSTMENT	44.97	
8760034053	002494		01 11/30/2009	110-2008-413.40-72	REFUND TO CANCEL CREDIT	44.97	
VENDOR TOTAL *						.00	
0006770	STI-CO INDUSTRIES INC						
0000103858	002602		01 11/30/2009	110-5030-421.60-27	GLASS MOUNT	243.88	
0000103806	001788		01 11/30/2009	110-6047-512.50-16	REPAIR/PD-40	49.41	
VENDOR TOTAL *						293.29	
0017966	STORINO, RAMELLO & DURKIN						
49076	002134		01 11/30/2009	110-0081-415.30-36	PROFESSIONAL SVCS	27,645.15	
49077	002135		01 11/30/2009	110-0081-415.30-36	PROFESSIONAL SVCS	1,645.00	
49080	002138		01 11/30/2009	110-0081-415.30-36	PROFESSIONAL SVCS	218.75	
49081	002139		01 11/30/2009	110-0081-415.30-36	PROFESSIONAL SVCS	87.50	
48893	002140		01 11/30/2009	110-0081-415.30-36	PROFESSIONAL SVCS	6,489.34	
48971	002142		01 11/30/2009	110-0081-415.30-32	PROFESSIONAL SVCS	6,847.35	
49084	002144		01 11/30/2009	110-0081-415.30-36	PROFESSIONAL SVCS	227.50	
48894	002145		01 11/30/2009	110-0081-415.30-36	PROFESSIONAL SVCS	1,495.11	
48904	002147		01 11/30/2009	110-0081-415.30-36	PROFESSIONAL SVCS	245.00	
48905	002148		01 11/30/2009	110-0081-415.30-36	PROFESSIONAL SVCS	630.00	
49078	002136		01 11/30/2009	310-0089-461.30-52	PROFESSIONAL SVCS	1,995.00	
49079	002137		01 11/30/2009	310-0089-461.30-52	PROFESSIONAL SVCS	6,903.75	
48902	002141		01 11/30/2009	310-0089-461.30-52	PROFESSIONAL SVCS	525.00	
48903	002143		01 11/30/2009	310-0089-461.30-52	PROFESSIONAL SVCS	857.50	

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
0017966 49085	STORINO, RAMELLO & DURKIN 002146		01 11/30/2009	325-0092-465.30-52	PROFESSIONAL SVCS	2,187.50	
VENDOR TOTAL *						57,999.45	
0008228	SUBURBAN LABORATORIES INC						
89225	002160		01 11/30/2009	510-6057-502.30-33	LAB TESTING	20.50	
89324	002161		01 11/30/2009	510-6057-502.30-33	LAB TESTING	21.00	
89454	002162		01 11/30/2009	510-6057-502.30-33	LAB TESTING	20.50	
92285	002163		01 11/30/2009	510-6057-502.30-33	LAB TESTING	20.50	
92346	002164		01 11/30/2009	510-6057-502.30-33	LAB TESTING	16.50	
96484	002165		01 11/30/2009	510-6057-502.30-33	LAB TESTING	648.00	
98681	002166		01 11/30/2009	510-6057-502.30-33	LAB TESTING	578.00	
98722	002167		01 11/30/2009	510-6057-502.30-33	LAB TESTING	234.00	
98936	002617		01 11/30/2009	510-6057-502.30-33	LAB SUPPLIES	468.00	
VENDOR TOTAL *						2,027.00	
0007885	SUBURBAN LIFE PUBLICATIONS						
0000449063	001888		01 11/30/2009	110-1001-411.30-54	LEGAL NOTICE	805.80	
8744	001889		01 11/30/2009	110-1001-411.30-54	LEGAL NOTICE	385.00	
8880	002792		01 11/30/2009	110-6040-431.30-54	LEGAL NOTICE	257.92	
8880	002793		01 11/30/2009	510-6050-501.30-54	LEGAL NOTICE	257.92	
VENDOR TOTAL *						1,706.64	
0002765	SUBURBAN WELDING & STEEL, LLC						
40354	002077		01 11/30/2009	110-6046-418.50-01	BENCH REPAIR	150.00	
VENDOR TOTAL *						150.00	
0002854	SUNRISE COMMUNICATIONS, INC						
2090	002294		01 11/30/2009	110-0086-453.30-52	VIDDLER MONTHLY HOSTING	50.00	
2095	002295		01 11/30/2009	110-0086-453.30-52	DVD DUPLICATION	50.00	
VENDOR TOTAL *						100.00	
0000523	TERMINAL SUPPLY CO						
16554-00	001789		01 11/30/2009	110-6047-512.50-16	COPPER COMPRESSION SLEEVE	33.02	
18757-00	002558		01 11/30/2009	110-6047-512.50-16	HOSE KIT	66.19	
VENDOR TOTAL *						99.21	
0000525	TERRACE SUPPLY CO						
585658	002246		01 11/30/2009	110-6047-512.50-16	HOSE	25.80	
583439	002297		01 11/30/2009	510-6052-501.40-98	CARBON DIOXIDE	33.22	
VENDOR TOTAL *						59.02	
0015598	THE SAINT FRANCIS GROUP						
54581	002261		01 11/30/2009	110-5030-421.60-01	ANIMAL CONTROL	200.00	
VENDOR TOTAL *						200.00	
0000528	THOMPSON ELEVATOR INSPECTION SVC						
09-3812	002705		01 11/30/2009	110-4025-424.30-12	ELEVATOR PLAN REVIEW	60.00	
09-3940	002706		01 11/30/2009	110-4025-424.30-12	ELEVATOR PLAN REVIEW	60.00	

PREPARED 12/01/2009, 11:00:00
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 11/30/2009 CHECK DATE: 12/10/2009

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
0000528	THOMPSON ELEVATOR INSPECTION SVC						
					VENDOR TOTAL *	120.00	
0000533	TRAFFIC CONTROL & PROTECTION						
65172	001857		01 11/30/2009	110-6041-432.40-52	STEEL STRAPPING/CLIPS	310.07	
65244	002324		01 11/30/2009	110-6041-432.40-52	ALUMINUM BLANK	170.37	
					VENDOR TOTAL *	480.44	
0018473	TRANSPORT FINISHES, INC						
14388	002779		01 11/30/2009	110-6047-512.50-02	BODY WORK/F-1	696.00	
					VENDOR TOTAL *	696.00	
0000536	TREE TOWNS REPROGRAPHICS, INC						
0000135959	001755		01 11/30/2009	110-6040-431.40-33	MAP LAMINATION	44.00	
0000135938	002428		01 11/30/2009	110-7060-451.60-44	EVENT POSTER	25.80	
0000136424	002429		01 11/30/2009	110-7060-451.60-98	BULLETIN BOARD	41.40	
0000135512	002306		01 11/30/2009	510-6052-501.40-98	COLORTRAC SCANNER	496.00	
					VENDOR TOTAL *	607.20	
0000538	TRI-STATE HYDRAULICS INC						
30979	002203		01 11/30/2009	110-6047-512.50-16	FLOW CONTROL VALVE	103.96	
30998	002559		01 11/30/2009	110-6047-512.50-16	TRK/PARTS F-2	122.37	
30994	002780		01 11/30/2009	110-6047-512.50-02	TRKP/PARTS PW166	945.89	
					VENDOR TOTAL *	1,172.22	
0002337	UNION PACIFIC RAILROAD CO-OMAHA						
194-88	002795		01 11/30/2009	530-0088-503.30-59	PARKING LOT LEASE	2,280.15	
					VENDOR TOTAL *	2,280.15	
0003709	UNIQUE PRODUCTS & SERV CORP						
195046	002206		01 11/30/2009	110-6047-512.50-16	TRK/PARTS PW59	231.50	
195046-1	002561		01 11/30/2009	110-6047-512.50-16	TRK/PARTS PW59	15.00	
					VENDOR TOTAL *	246.50	
0011080	UNITED RADIO COMMUNICATIONS						
19121600	002554		01 11/30/2009	110-5030-421.80-06	SET UP NEW VEHICLE/PD-45	65.00	
					VENDOR TOTAL *	65.00	
0007191	UNITED STATES POSTAL SERVICE-RESERV						
11/19/09	002666		01 11/24/2009	110-1001-411.30-49	METER POSTAGE	CHECK #: 130328	1,000.00
11/19/09	002667		01 11/24/2009	110-2006-413.30-49	METER POSTAGE	CHECK #: 130328	400.00
11/19/09	002668		01 11/24/2009	110-2007-413.30-49	METER POSTAGE	CHECK #: 130328	250.00
11/19/09	002669		01 11/24/2009	110-3015-414.30-49	METER POSTAGE	CHECK #: 130328	250.00
11/19/09	002670		01 11/24/2009	110-4020-422.30-49	METER POSTAGE	CHECK #: 130328	250.00
11/19/09	002671		01 11/24/2009	110-5030-421.30-49	METER POSTAGE	CHECK #: 130328	750.00
11/19/09	002672		01 11/24/2009	110-6040-431.30-49	METER POSTAGE	CHECK #: 130328	1,000.00
11/19/09	002673		01 11/24/2009	110-7060-451.30-49	METER POSTAGE	CHECK #: 130328	250.00
11/19/09	002674		01 11/24/2009	530-0088-503.30-49	METER POSTAGE	CHECK #: 130328	850.00
					VENDOR TOTAL *	.00	5,000.00
0005115	UNIVERSAL TAXI DISPATCH, INC						

PREPARED 12/01/2009, 11:00:00
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 11/30/2009 CHECK DATE: 12/10/2009

BANK: 01

VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0005115	UNIVERSAL TAXI DISPATCH, INC							
4874	001749	01		11/30/2009	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	661.90	
4874	001750	01		11/30/2009	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	7.20	
4901	002430	01		11/30/2009	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	263.05	
4901	002431	01		11/30/2009	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	6.20	
						VENDOR TOTAL *	938.35	
0007731	UPS SHIPPER 1Y3E41							
00001Y3E41469	002542	01		11/30/2009	110-2007-413.60-11	SHIPPING FEES	13.51	
						VENDOR TOTAL *	13.51	
0017465	UPS SHIPPER 5A30E3							
00005A30E3459	001832	01		11/30/2009	110-5030-421.30-49	SHIPPING FEES	17.34	
						VENDOR TOTAL *	17.34	
0000550	URICK, EUGENIE							
11/01-11/17/09	002290	01		11/30/2009	110-0086-453.30-52	CATV PROF SVCS	991.25	
						VENDOR TOTAL *	991.25	
0016782	USA MOBILITY WIRELESS, INC							
S2437123K	002603	01		11/30/2009	110-5030-421.30-75	MONTHLY PHONE	34.90	
						VENDOR TOTAL *	34.90	
0018316	UTILITY DYNAMICS CORP							
09-36	002332	01		11/30/2009	110-6041-432.80-15	LIGHTING IMPROVEMENTS	50,565.47	
						VENDOR TOTAL *	50,565.47	
0014788	VERIZON WIRELESS							
2312011793	002050	01		11/30/2009	110-2008-413.30-98	MONTHLY PHONE	1,505.60	
						VENDOR TOTAL *	1,505.60	
0000559	VIKING AWARDS							
21233	001905	01		11/30/2009	110-1001-411.40-98	CLIP-ON NAME TAGS	55.25	
21216	002131	01		11/30/2009	110-7060-451.60-98	PLAQUE/ENGRAVING	44.00	
21196	002426	01		11/30/2009	110-7060-451.60-98	ENGRAVING SVCS	13.20	
						VENDOR TOTAL *	112.45	
0014891	VILLA PARK ACE							
215377/2	001713	01		11/30/2009	510-6057-502.50-08	DAF POLYBLEND PUMP 2 REPR	1.16	
215348/2	001714	01		11/30/2009	510-6057-502.50-01	TOOL CRIB REPL KEY	10.75	
						VENDOR TOTAL *	11.91	
0000560	VILLA PARK ELECTRICAL SUPPLY							
01732901	002756	01		11/30/2009	110-4020-422.50-01	FS 2 FLOOR ANTENNA MATL	3.79	
01732434	002759	01		11/30/2009	110-4020-422.50-01	12-3 SE00W CORD	4.58	
01732685	002757	01		11/30/2009	110-6044-435.40-98	CITY TREE LIGHTS	45.20	
01732435	002758	01		11/30/2009	110-6044-435.40-98	CITY TREE LIGHTS	172.06	
01732255	002762	01		11/30/2009	110-6044-435.40-98	CITY TREE LIGHT MATERIAL	4.61	
01732087	002763	01		11/30/2009	110-6044-435.40-06	CITY TREE LIGHT MATERIAL	422.02	

PREPARED 12/01/2009, 11:00:00
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 11/30/2009 CHECK DATE: 12/10/2009

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
0000560	VILLA PARK ELECTRICAL SUPPLY							
01732087	002764	01		11/30/2009	110-6044-435.40-98	CITY TREE LIGHT MATERIAL	293.41	
01731760	002765	01		11/30/2009	110-6044-435.40-98	CITY TREE LIGHT MATERIAL	98.51	
01732416	002760	01		11/30/2009	110-6046-418.50-01	CITY HALL FIXTURE LENS	17.55	
01732348	002761	01		11/30/2009	110-6046-418.50-01	CITY HALL BALLAST	103.78	
						VENDOR TOTAL *	1,165.51	
0000561	VILLA PARK MATERIAL CO INC							
85116	002188	01		11/30/2009	110-6041-432.40-48	SIDEWALK REPAIR	55.90	
85169	002189	01		11/30/2009	110-6041-432.40-48	SIDEWALK REPAIR	51.87	
						VENDOR TOTAL *	107.77	
0001178	VILLA PARK OFFICE EQPT							
31924	002768	01		11/30/2009	110-6046-418.50-01	CITY HALL LT FIXTURE	50.00	
						VENDOR TOTAL *	50.00	
0006095	VITAL SIGNS USA INC							
VS-77146	002423	01		11/30/2009	110-7060-451.60-44	BANNER	136.50	
						VENDOR TOTAL *	136.50	
0013353	VWR INTL INC							
40167778	002615	01		11/30/2009	510-6057-502.40-25	LAB SUPPLIES	249.11	
						VENDOR TOTAL *	249.11	
0015717	WENTWORTH TIRE-BENSENVILLE							
481974	002595	01		11/30/2009	110-6047-512.50-20	TIRE DISPOSAL	42.00	
						VENDOR TOTAL *	42.00	
0000576	WEST SUBURBAN OP, INC.							
94230	002711	01		11/30/2009	110-3015-414.40-33	PLANNER REFILLS	96.21	
93829	002747	01		11/30/2009	110-4020-422.60-25	PROGRAM SUPPLIES	20.97	
94152	002264	01		11/30/2009	110-5030-421.40-33	SUPPLIES	61.91	
94480	002604	01		11/30/2009	110-5030-421.40-33	STAPLER	27.49	
94467	002715	01		11/30/2009	110-7060-451.40-33	OFFICE SUPPLIES	33.53	
						VENDOR TOTAL *	240.11	
0004668	WEST TOWN REFRIGERATION							
184439	002058	01		11/30/2009	110-4020-422.50-01	HVAC REPAIR	365.00	
						VENDOR TOTAL *	365.00	
0008459	WESTMONT INTERIOR SUPPLY HOUSE							
W33521	002066	01		11/30/2009	110-6046-418.50-01	DRYWALL	80.00	
						VENDOR TOTAL *	80.00	
0015020	WHITE KNIGHT DETAIL							
11/13/2009	002202	01		11/30/2009	110-6047-512.50-02	DETAILING SVCS/PD-12	90.00	
						VENDOR TOTAL *	90.00	
0016356	WILLIAMS ARCHITECTS							

PREPARED 12/01/2009, 11:00:00
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 11/30/2009 CHECK DATE: 12/10/2009

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
0016356 0013612	WILLIAMS ARCHITECTS 002712		01	11/30/2009	110-7060-451.80-23	CHURCHVILLE SCHOOL HOUSE	369.10	
						VENDOR TOTAL *	369.10	
0005674 40647	WINKLER'S TREE SERVICE INC 001757		01	11/30/2009	110-6043-434.30-88	STUMP REMOVAL	5,217.92	
						VENDOR TOTAL *	5,217.92	
0018379 209	WOLF, ANNE 001645		01	11/30/2009	530-0000-341.50-00	PARKING PERMIT REFUND	42.50	
						VENDOR TOTAL *	42.50	
0018386 475	WOOD, TERRY COTTAGE HIL001758		01	11/30/2009	110-6041-432.30-55	REAR YARD DRAIN PROGRAM	986.99	
						VENDOR TOTAL *	986.99	
0010931 264347 266421-1	WORLD FUEL SERVICES 001661 002775		01	11/30/2009	110-6047-512.40-18	DIESEL	17,543.48	
			01	11/30/2009	110-6047-512.40-19	FLEET GASOLINE	16,225.36	
						VENDOR TOTAL *	33,768.84	
0015783 93450757 93448917	WURTH USA INC 001790 001791		01	11/30/2009	110-6047-512.40-34	MULTI PURPOSE SOLVENT	44.43	
			01	11/30/2009	110-6047-512.50-16	RUBBER ERASER	204.89	
						VENDOR TOTAL *	249.32	
0017287 2010	XSPORT FITNESS-DOWNERS GROVE 002751		01	11/30/2009	110-4020-422.60-98	FITNESS MEMBERSHIP	327.87	
						VENDOR TOTAL *	327.87	
0000582 1220154-1 1219035-1 1218673-1	ZENGER'S INC 002555 002556 002557		01	11/30/2009	110-6047-512.40-53	TOOLS	27.52	
			01	11/30/2009	110-6047-512.40-53	TOOLS	165.60	
			01	11/30/2009	110-6047-512.50-02	RE-CALIBRATE TOOL	53.99	
						VENDOR TOTAL *	247.11	
0000585 206752-000 205519-000 205632-000 206751-000	ZIEBELL WATER SERVICE PRODUCTS 001707 001819 001820 002308		01	11/30/2009	510-6052-501.50-07	INFLUENT PIPING REPAIR	155.00	
			01	11/30/2009	510-6052-501.40-51	SERVICE LINES	11,288.25	
			01	11/30/2009	510-6052-501.40-51	SERVICE LINES	1,413.00	
			01	11/30/2009	510-6052-501.40-07	WATER SYSTEM REPAIRS	108.41	
						VENDOR TOTAL *	12,964.66	
						HAND ISSUED TOTAL ***		13,680.12
						TOTAL EXPENDITURES ****	934,861.18	13,680.12
					GRAND TOTAL *****			948,541.30



CITY OF ELMHURST

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

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

November 23, 2009

TO: Mayor DiCianni and Members of the City Council

RE: Additional Costs for Prospect Avenue Public Utility Improvement

The Public Works and Buildings Committee met on Monday, November 23, 2009 to discuss the costs associated with additional work for the Prospect Avenue Public Utility Improvement Project. This project involves the installation of new sanitary sewer and watermain to service the recently annexed parcels on Prospect Avenue between Brush Hill Road and Arbor Drive.

During construction, contaminated soils were identified under the pavement. City staff worked with environmental engineers to properly manage and dispose of the contaminated soil in compliance with state and federal regulations. Removal of the contaminated soil was staged to maximize productivity and minimize contractor downtime, thereby reducing the cost to the City. The removal of the contaminated soils also required additional driveway pavement replacement and turf restoration. The total cost to remove the contaminated soils and restore the disturbed areas is \$112,485.27 (breakdown attached).

There is also an extra cost to the original contract for trench backfill. This is the stone placed in the excavated area above the newly installed pipe. The additional trench backfill for the watermain and sewer trenches results in an increase to the contract of \$39,002.44. The root cause of the necessary increase was a miscalculation during development of the project estimate. The trench width utilized was incorrectly too narrow. During construction the contractor had to utilize a proper width of trench which increased the trench backfill required to complete the project. A review of the impact of this miscalculation on the project revealed that the unit bid price was in line with the other prices bid for this work and not falsely increased to manipulate the value of the work in the contractor's favor. And the quantity included in the original bid was sufficiently large enough that there was no loss in economy of scale. Had the original calculation been done correctly, the amount being paid to the contractor would be exactly what is now due.

Copies To All
Elected Officials

12-03-09

Page 2

TO: Mayor DiCianni and Members of the City Council

RE: **Additional Costs for Prospect Avenue Public Utility Improvement**

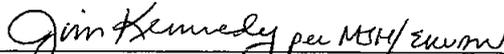
The Committee will meet at a future date to determine how these additional costs will be divided between the City and the residents.

Monies for this work have been provided in the FY 2009/2010 Budget, in account numbers 510-6052-501-80-12 and 510-6056-502-80-13 each in the amount of \$275,000.00, totaling \$550,000.00. The approved bid submitted by Neri Brothers Construction, Inc. was in the amount of \$297,096.70. The remaining \$252,903.30 is available to pay for these additional costs.

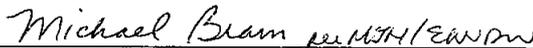
It is, therefore, the recommendation of the Public Works and Building Committee that the additional costs for the Prospect Avenue Public Utility Improvement Project in the amount of \$151,487.71, be accepted.

Respectfully submitted,

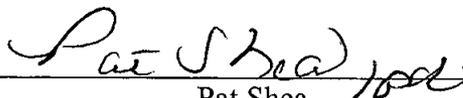
PUBLIC WORKS AND BUILDINGS COMMITTEE



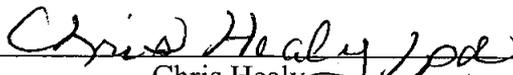
Jim Kennedy, Chairman



Michael Bram, Vice Chairman



Pat Shea



Chris Healy

**Prospect Avenue Public Utility Improvement Project
Project # 09-07
Contaminated Soils - Change Orders**

Contractor Force Account

	Change Order Amount
0910-1	\$1,423.09
0910-2	\$602.70
0910-3	\$500.93
0910-4	\$4,099.47
0910-6	\$2,140.00
0910-7	\$14,570.70
0910-8	\$13,547.83
0910-9	\$15,242.30
0910-10	\$9,576.90
0910-11	\$5,951.38
0910-12	\$475.18
0910-13	\$1,272.50
Subtotal:	<u>\$69,402.98</u>

Environmental Services

\$8,311.46

Disposal Fees

\$24,845.13

Additional Restoration

\$9,925.70

\$112,485.27 Contaminated Soils
Total

Additional Trench Backfill Quantity

\$39,002.44

\$151,487.71 Total Additional Costs

Van De Walle



CITY OF ELMHURST

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

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

November 30, 2009

To: Mayor DiCianni and Members of the City Council

Re: List of 30 Suggestions/Ideas for Savings and/or Additional Revenue

The Finance, Council Affairs and Administrative Services Committee met November 23, 2009 to review a list of 30 suggestions and ideas for savings and revenues submitted by Aldermen Pezza and Shea.

Staff prepared responses to the items on the list, which is attached. After review of staff responses to the items on the list, it was the consensus of the Finance Committee to submit the information to the City Council.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council accept the attached memo in response to the list of 30 suggestions and ideas.

Respectfully submitted,
FINANCE, COUNCIL AFFAIRS AND
ADMINISTRATIVE SERVICES
COMMITTEE

Stephen W. Hipskind /mkg
Stephen W. Hipskind, Chairman

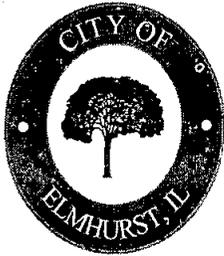
Mark A. Mulliner /mkg
Mark A. Mulliner

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

Diane Gutenkauf /mkg
Diane Gutenkauf

SuggestionsIdeasCommitteeReport

Copies To All
Elected Officials
12/03/2009



CITY OF ELMHURST

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

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

MEMORANDUM

To: Members of the Finance, Council Affairs and Administrative Services Committee

From: Thomas P. Borchert, City Manager

Date: December 2, 2009

Re: **30 Suggestions/Ideas Towards Savings and/or Additional Revenue**

Attached you will find staff responses to the suggestions and ideas submitted by Aldermen Pezza and Shea. In that a number of the Suggestions/Ideas deal more with City Council policy than with the City staff operations, also attached are the following Council policy documents for your review and ready reference:

- Budget Policy (Attachment D)
- Revenue Policy (Attachment E)
- Economic Incentive Policy (Attachment F)

In addition, I believe the annual Elmhurst budget preparation and review process is significant and relevant and in and of itself becomes a response to any consideration of Suggestions/Ideas. City staff and City Council work together each year to review new ideas and suggestions and City staff evaluates every City service with the objective to identify the most cost effective approach to provide that service. Elmhurst has established a reputation to be on the leading edge of positive local government change. This progressive and innovative culture of local government service is a common element in Elmhurst's history (see Visionary - An Elmhurst Retrospective). Elmhurst's commitment to leading edge professional administration and management going forward was firmly established with the approval by referendum of the Council/Manager form of government in 1953. City Manager Palmer, thereafter, brought expertise and leadership to the City's employee team and, coupled with the City Council, together brought a series of City infrastructure and development projects to completion to serve the community then and also going forward. As just one example, Lake Michigan water for DuPage County became a reality only following Elmhurst's leadership in developing a plan and then expanding the Elmhurst-created Tree Towns Water Commission into the DuPage Water Commission. This City staff/City Council team commitment to serve through creative and professional leadership is now, unfortunately, somewhat taken for granted. To remind some and educate others, I believe it is important to list just a few more of the "changes" Elmhurst has implemented more recently and that have resulted in improved service to the Elmhurst community.

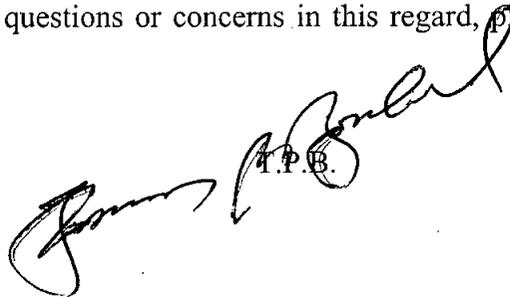
- Elmhurst Wastewater Treatment Plant installation of a waste methane gas electric power generator in 1988. This initiative was awarded the National Award for Energy Innovation by the Department of Energy and has saved energy for over two decades.
- Newspaper Box Corrals – Awarded the DuPage Mayors & Managers Innovation Award in 2001.
- City of Elmhurst TIF I extension and agreement with Elmhurst School District 205 -- selected by the Illinois Municipal League for presentation to the 92nd annual conference in 2005 at the IML Innovations Showcase.
- 1970's – MABAS – (Mutual Aid Box Alarm System) Mutual Aid agreements to allow fire departments to share resources across jurisdictional boundaries.
- 1980's – Elmhurst had its own Hazardous Materials Team, Technical Rescue team – Recognizing the costs of training personnel to this level along with the equipment needed to perform these operations DuPage County fire departments developed regional teams in which equipment purchases and staff are shared, greatly reducing the cost to each individual department.
- 1990's – The Elmhurst Fire Department had their own Fire Investigation Unit (investigation of all fires is mandated by law). Again due to the training and equipment required by DuPage County fire departments along with the DuPage Sheriff, ATF, FBI, States Attorney and Office of the State Fire Marshal, a plan evolved leading to the DuPage County Fire Investigation Task Force.
- The Elmhurst Police Department investigated all major crimes utilizing its own resources. Recognizing the number of personnel and level of technology required to be effective the DuPage County Police Departments developed the DuPage County Major Crimes Task Force.
- 2000's – Illinois law enforcement agencies developed and implemented ILEAS (Illinois Law Enforcement Alarm System) Mutual Aid agreements to allow law enforcement agencies to share resources and personnel across jurisdictional boundaries.
- At the Wastewater Treatment Plant the use of computerized controls (SCADA) results in Wastewater Treatment Plant, water production and lift station efficiencies in several areas and resulted in a consolidation of shifts and significant reduction in overtime.
- Use of liquid calcium chloride to improve rock salt efficiency – for street snow and ice control.
- Fiscal Year 2008-09 – the redesign of the Treatment Plant aerators utilizing “extreme fine bubble aeration” results in significant annual energy expenditure reductions.

- Fiscal Year 2009-10 – the use of radio fire alarm boxes results in fire alarm efficiencies resulting in savings for customers, and City Fire Department. The program is being rolled out to the Elmhurst community with help from the Elmhurst Business Alliance and Elmhurst is a presenter to the Illinois City Management Association winter 2010 conference on this innovative program.
- The contracting out of numerous traditionally “in-house” provided Municipal services.

To encourage yet more innovative thinking, the City of Elmhurst initiated a city-wide Ideas Committee in early 2009 understanding the serious fiscal situation the City’s General Fund was in. Attached is a memo from Valerie Johnson, Human Resources Manager, regarding the implementation of the Committee and the current status of the Committee (Attachment G).

I anticipate that yet more change for the positive, like the above listed innovative and positive changes, will follow the City’s preparation, review and approval of the 2010-11 budget and look forward to working with the City management team and City Council in that process.

As always, if there are any questions or concerns in this regard, please feel free to contact me.



J.P.B.

/pd
Attachments (City Council only)

List of 30 Suggestions/Ideas toward savings and/or additional revenue regarding Tax Levy

Submitted by Alderman Pezza and Alderman Shea

Staff response follows each question.

1. What can the City outsource/save/share w/other communities or intergovernmental bodies that we do not already?

City staff is continually reviewing opportunities to operate more efficiently whether by outsourcing functions or working intergovernmentally to provide services. In this regard, the City of Elmhurst is a member of DuPage Mayors and Managers Conference and the Illinois Municipal League, and each department head is a member of their respective professional organization to promote intergovernmental sharing and cooperation. For example, the Building Department outsources plan reviews for all projects which are \$20 million or greater and the cost is 100% borne by the developer. All plumbing inspections are also outsourced. The Police Department is participating in a new program, developed by the Elmhurst Police and the DuPage County Sheriff, to provide and receive assistance with investigating major traffic crashes. The program is called DuCart. The goal this year of the DuPage County Chief's of Police Association, of which Chief Neubauer is president, is to explore more intergovernmental collaboration. Another example is the City's membership in DuComm, which handles 911 calls and dispatch services.

The Public Works Department also has many services that are outsourced such as street sweeping, garbage removal, and street paving. Intergovernmentally, the City shares services with Elmhurst Park District for mechanic services, vehicle fueling, specialized equipment and maintenance building. The City also shares vehicle fueling with the Elmhurst School District. The City has joint purchases agreements with DuPage County for fuel and with the State of Illinois for salt, police cars and trucks. Other joint agreement possibilities being considered include grass mowing with the Park District.

2. Where is the Mobile Command unit we purchased? Is it being utilized? What is its purpose?

The Mobile Command Unit is housed at the fire department. It was recently utilized at the Spring Road fire, and the police have used it for a search of a missing at-risk senior. Although this piece of equipment is not used every day, it is very valuable when a situation calls for the coordination of, and communication with, various work groups.

3. Can we use unpaid interns for ministerial acts?

From time to time, the City has had unpaid interns for specific projects, and volunteers are used in areas such as the Historical Museum. The Police Department has some limited volunteers through the Citizen's Police Academy Alumni Association, who work with the Peer Jury, Cool Cars and the Turkey Trot. Also, the Explorer Scouts help with community events such as parades and the Turkey Trot.

4. Place a moratorium on any land purchased for 1 year until we become stabilized financially.

Land buy and sell decisions are City Council policy issues. Potential land purchase questions are considered by the City Council on a case by case basis.

5. Bond Abatement – how were Hahn and Larch and Addison bonds funded? What funds are they being paid with? Can we renegotiate the Hahn St. deal?

The Redevelopment Fund (TIF I) is funding the outstanding loan for the Hahn Street project. The debt service for the bonds for the First Street/Larch Street parking deck is being funded by the Parking Revenue System Fund and the Capital Improvement Fund. Regarding bond abatement, it is important to note that debt service for all General Obligation bonds has consistently been abated for at least the past forty years. Renegotiation of the Hahn Street deal would be Council policy.

6. Do we have a 'night shift' at public works. If so, are they paid over-time. Can they be on-call instead?

The only night shift in the Public Works Department is the second shift in the fleet maintenance division. It is made up of four union employees that work from 3:00 p.m. to 11:30 p.m. The employees are paid the normal mechanic's rate plus a shift differential of 30 cents per hour as per the union contract. All other work done at night is performed on an on-call basis.

7. When is the no-bid garbage contract up? Can we re-negotiate it? When can we look at new bids?

The contract with Allied Waste Systems is valid through March 31, 2013. The contract was negotiated in 2008, and new bids can be reviewed in 2013. See Attachment A.

8. Why were raises given to non-union staff when Park District and Library took freezes?

Neither the Park District nor the Library implemented a wage freeze in 2009. The Park District is on a calendar fiscal year, and will be implementing a wage freeze effective January 1, 2010. Raises are part of the City's personnel compensation plan and a City Council policy issue.

9. If the total yearly salary for staff is about \$6MIL, consider how much could have been saved given wage freezes or roll backs.

A wage freeze and/or wage roll back is a City Council policy issue, and is further complicated with union contract issues. However, the Council approved a 1 ½% non-union adjustment for May 1, 2009, which times \$6 million is \$90,000. (\$6 million does not appear to be a relevant number to staff.)

10. We own 30 City passenger vehicles. 8 are assigned to specific employees. End policy that they may take home and stop off at store. This adds to potential accidents, saves \$/risk/gas, etc. Can we eliminate any of the 30 cars (saving gas, insurance, maintenance, etc).

Staff is continually reviewing the need for vehicles and the guidelines for those employees that take cars home.

11. The City currently provides 132 total Cell phones: Who has these cell phones? Do they have a limit on usage? Can they make personal calls? Is usage monitored?

The phones are distributed in the Public Works, Fire, Police, Human Resources, Information Technology and Building Departments. Limited personal use is allowed. Usage is monitored by department and through Finance Department oversight of phone bills.

12. Public Works shows in the budget \$50,000 a year for 5 years to paint 50 light posts a year. We have been told that now is the time to get projects done (such as Larch garage – great deals on concrete prices/wages etc due to economy) – why is Public Works projecting such a large cost to paint 50 light posts?

The contractual streetlight and traffic signal pole painting program began in the 2005-06 fiscal year, and the program has been budgeted at \$50,000 for painting 50 poles, as the outside fence of spending. This program is necessary due to the installation, beginning in the mid-1990's, of cast aluminum or steel in the CBD, and along North Avenue, North York Street and Lake Street. In addition, there are 22 painted traffic signal intersections maintained by the City. The project is bid annually, and the number of poles painted varies each year depending on need.

13. Are there any non-union staff positions in the fire or police dept that can be cut down to less work hours a week/job sharing?

The Police Department has eliminated the job of a background investigator. This position was responsible for the employment background investigation for police and fire positions, along with liquor licenses and massage licenses. All other non-union positions have taken on more tasks, and further staff reduction would negatively impact services to the public.

The Fire Department has reduced staff by one full-time administrative assistant and one part-time training officer. In addition, all part-time positions (fire inspectors, training officers and public education officers) have reduced hours by 25%, resulting in reduced service including the following: service delays for fire plan review and inspection; reduction in number of annual inspections; reduced firefighter training; reduced firefighter safety; reduced fire safety programs for children and seniors; elimination of Fire Safety Trailer programs; no fire extinguisher programs; no CPR programs.

14. Go out to bid for ALL vendors/end practice of no-bid contracts.

See Purchasing Policy, Attachment B.

15. Are we up to date on issuing all Certificates of Occupancy? Past practice has been to wait until the building is sold, which is sometimes a year or more after completed. We need to change that policy to model after other townships (Downers Grove for example). New growth is a serious revenue generator and should give relief to the taxpayers.

Yes, the City is up-to-date on issuing Certificates of Occupancy. Assessments are not based upon issuance of Certificates of Occupancy. York and Addison Township assessors are aggressive with the timing of assessments. See Attachment C.

16. Change the State Income Tax % to distribute from 80/20 to 60/40 or at least 70/30 for 2 years. (we need the money now)

By adjusting the Capital Improvement Fund support of General Fund projects, such as street resurfacing, the City Council has, in effect, impacted the 80/20 distribution. Staff recommends that the distribution policy remain at 80/20 and the allocation of Capital Improvement Fund dollars be adjusted to support General Fund activities as determined appropriate by the City Council.

17. Are we leasing space in Hahn/York bldgs? Can more space be leased even on short term basis?

Space is being leased in the 242 N. York Street building, and the staff continues to lease as much space as possible on a short term basis.

18. When we go under-bid in projects, where does the savings go? How is it accounted for?

Unspent budget dollars remain in fund balance.

19. Stronger code enforcement/fine collection. Be more proactive.

The implementation of the local Adjudication Hearings will greatly enhance the effectiveness of code enforcement and fine collections. The ultimate goal of code enforcement is to gain compliance, and not unnecessarily punish people.

The Police Department continues to enforce parking, traffic, ordinance violations, city vehicle license enforcement, and assist code enforcement. Since February 2008, the Police Department has initiated 93 chronic nuisance complaints. Proactive enforcement is an ongoing goal of the Police Department.

20. Raise or implement (and collect) builder impact fees (as many other communities have implemented) to go toward future infrastructure – If we are raising Motor Fuel Tax because ‘the people drive around on our streets and ruin them’, we should also be charging the developers who impact our streets leaving patches, many times on roads we just paid to repave.

A builder of a single family residence is charged \$667 for a street patch as part of the building permit. The actual street patch is performed by the City’s street division in accordance with established standards.

21. Have we granted discounts or waivers on permit/building fees over the past 3 years? Need to collect to build our future.

The Building Department does not give discounts or waivers on any building permits; fees are established by ordinance. In Façade Program projects, the applicant does not pay the permit fee. However, the full amount of the permit fee is paid to the General Fund from the Redevelopment (TIF I) Fund. There has been no waiving of permit fees for commercial projects, by Council action, in the past three years.

22. Consider a new ordinance: if a builder/developer takes down trees, they need to replace them somewhere in the City.

Developers are not allowed to remove City trees, but a developer may petition the City to remove a parkway tree. The Forestry Superintendent determines the landscape value of the tree based on “Guide for Plant Appraisal”, printed by the Council of Tree and Landscape Appraisers, approved by the International Society of Arboriculture. The developer must pay the City the landscape value; the tree is removed after the payment has been received. A new tree is planted when the new homeowner requests a tree.

23. Can we charge the person who causes a DUI accident for the clean-up, police etc (other towns have adopted this).

If there is physical damage to any City property, an invoice for the cost to repair the damage is issued to the person who caused the damage, regardless of reason for the accident.

State law allows certain charges and reimbursement back to the municipality from a DUI crash. Presently, ambulance fees are charged, and special clean ups get charged through the tow companies. Also, we are enacting an administrative tow charge of \$500 starting in spring 2010, to compensate some police costs. Staff is reviewing this issue with the City Prosecutor. The City Council does not have to enact any ordinances to adopt this policy. Currently and in the past, both the Police Department and Fire Department have sought reimbursement for services when appropriate, i.e. false police reports, suicide attempts, frivolous rescues. The Fire Department also charges for car fires, hazard materials, special rescues and extrications.

24. What about an entertainment tax on Theatre tickets? Many who patronize come from other towns. Could generate .25 per ticket.

Finance Department is reviewing an entertainment/amusement tax.

25. Allow and encourage more volunteers at Historical Museum.

Greater staff time has been devoted to recruitment and training of volunteers at the museum over the past four months. A recruitment blitz occurred in late summer/early fall. Press releases about the recruitment program were distributed to local newspapers and organizations; a flyer was distributed citywide through the water billing program. Staff reviewed volunteer job descriptions to govern volunteer behavior and to provide background information about the museum. Ten new volunteers have been recruited.

26. Close City Hall, like all banks/businesses do the day after a holiday if the holiday lands on a Thursday, close that Friday – save \$\$

City Hall is closed the day after Thanksgiving. Staff will review other holidays that fall on a Thursday from time to time, i.e. 4th of July, Christmas, New Year's Day.

27. Close City Hall on Wednesdays, stay open one other day a week until 7 or 8pm for those that work all day and need to come to City Hall.

As staffing is reduced at City hall, staff has restructured counter service from three to two counters (Building/Development and Finance/Public Works) on the first floor. Two full-time hourly positions are currently vacant. At least two years ago, the administrative staffs for the Clerk's Office and the Mayor/Manager's Office were combined, eliminating

one full-time position. There are now two counters open and two counters closed on first floor. Previously, the Finance counter at City Hall was open from 5:00 p.m. to 7:00 p.m. on the first and third Mondays of each month. Due to very low customer traffic, this was eliminated, saving the City approximately \$3,500.

28. How many part-time employees do we have? Do they receive any benefits?

Currently, the City has 74 part-time employees. If a part-time employee consistently works more than 1,000 hours on a calendar basis, the employee participates in the Illinois Municipal Retirement Fund (IMRF).

29. Do we need a full time switchboard operator? Can we go to an automated system?

An automated system was reviewed in 1999, and City Council direction was that a "real" voice/person should answer the telephone. The position that includes switchboard responsibilities also has many other finance department responsibilities including accounts payable processing, water billing payment processing, City invoice preparation and journal data entry.

30. Does District 205 owe the City \$1 million dollars? When will we collect?

The York High School project was issue a stormwater fee in lieu of certificate, basically a "promissory" note to the City of \$1,170,400. Collection has always been understood as an issue to address when there is a significant stormwater project, to be reviewed and discussed at the School Board and City Council level.

**CITY OF ELMHURST
ELMHURST, ILLINOIS 60126**

DATE: March 16, 2009
TO: Mike Hughes, Director of Public Works
Dennis Streicher, Director of Water/Wastewater
FROM: Erin K. Van De Walle, Deputy City Clerk
RE: Report – Allied Waste Contract Rate Adjustment

At the March 16, 2009 City Council meeting the above named item was approved.

Attachment

CC: Gaston
Trosien



CITY OF ELMHURST

209 NORTH YORK STREET
ELMHURST, ILLINOIS 60126-2759
(630) 530-3000
FAX (630) 530-3014
www.elmhurst.org

THOMAS D. MARCUCCI
MAYOR
PATTY SPENCER
CITY CLERK
CHARITY S. PIGONI
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

March 9, 2009

TO: Mayor Marcucci and Members of the City Council

RE: **Allied Waste Contract Rate Adjustment**

The Public Works and Buildings Committee met on Monday, March 9, 2009 to discuss the Allied Waste contract and the annual rate adjustment for the monthly service charges.

In accordance with the contract between the City and Allied Waste, the rate for services must be reviewed on an annual basis. The contract contains provisions for increases to the rates charged by Allied Waste on an annual basis and rates charged by the City to recover additional solid waste related expenses. This year internal costs for the street sweeping of leaves (\$72,000) and additional salary costs (\$64,600) have been allocated to the refuse and recycling program expenses. These costs are accounted for in the monthly rate adjustments.

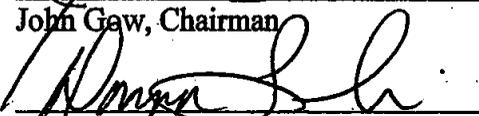
These increases will be incorporated into the monthly rates the City charges residents for service. The rate for a 33-gallon garbage receptacle will go from \$12.44 to \$13.68 per month. And the rate for the 96-gallon toter will go from \$17.98 to \$19.96 per month. The amount charged for refuse stickers will remain at \$2.00 and yardwaste stickers will remain at \$2.25.

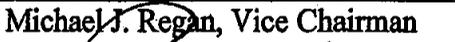
It is, therefore, the recommendation of the Public Works and Buildings Committee that the monthly rates charged for solid waste removal and the prices paid for yardwaste stickers be adjusted as outlined above effective April 1, 2009.

Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE


John Gaw, Chairman


Donna Lomnicki


Michael J. Regan, Vice Chairman


Pat Shea

Copies To All
Elected Officials
3-12-09

cc: P.W. and
Bldg. Comm.
MAYOR TPB
HUGHES STREICHER
03-05-09

Schedule A

Allied Waste (BFI) Rates

	33 Gallon	Toter	Refuse Sticker	Yardwaste Sticker
2000/01	\$ 9.07	\$ 12.00	\$ 1.00	\$ 1.30
2001/02	\$ 9.34	\$ 12.36	\$ 1.03	\$ 1.33
2002/03	\$ 9.39	\$ 12.43	\$ 1.04	\$ 1.34
2003/04	\$ 9.74	\$ 12.90	\$ 1.08	\$ 1.36
2004/05	\$ 10.05	\$ 13.32	\$ 1.11	\$ 1.37
2005/06	\$ 10.65	\$ 14.62	\$ 1.28	\$ 1.55
2006/07	\$ 11.10	\$ 15.24	\$ 1.35	\$ 1.64
2007/08	\$ 11.57	\$ 15.89	\$ 1.45	\$ 1.74
2008/09	\$ 12.18	\$ 16.72	\$ 1.53	\$ 1.83
2009/10	\$ 12.76	\$ 17.52	\$ 1.60	\$ 1.92

City Billing Rates

	33 Gallon	Toter	Refuse Sticker	Yardwaste Sticker
	\$ 9.07	\$ 12.00	\$ 1.25	\$ 1.30
	\$ 9.34	\$ 12.36	\$ 1.25	\$ 1.50
	\$ 9.81	\$ 12.98	\$ 1.25	\$ 1.50
	\$ 10.30	\$ 13.63	\$ 1.25	\$ 1.50
	\$ 10.69	\$ 14.14	\$ 1.25	\$ 1.50
	\$ 11.01	\$ 15.41	\$ 1.65	\$ 1.75
	\$ 11.66	\$ 16.33	\$ 1.65	\$ 1.75
	\$ 12.13	\$ 16.98	\$ 1.75	\$ 2.00
	\$ 12.44	\$ 17.98	\$ 2.00	\$ 2.25
	\$ 13.68	\$ 19.96	\$ 2.00	\$ 2.25

City Administration Rates

	33 Gallon	Toter	Refuse Sticker	Yardwaste Sticker
	\$ -	\$ -	\$ 0.25	\$ -
	\$ -	\$ -	\$ 0.22	\$ 0.17
	\$ 0.42	\$ 0.55	\$ 0.21	\$ 0.16
	\$ 0.56	\$ 0.73	\$ 0.17	\$ 0.14
	\$ 0.64	\$ 0.82	\$ 0.14	\$ 0.13
	\$ 0.36	\$ 0.79	\$ 0.37	\$ 0.20
	\$ 0.56	\$ 1.09	\$ 0.30	\$ 0.11
	\$ 0.56	\$ 1.09	\$ 0.30	\$ 0.26
	\$ 0.26	\$ 1.26	\$ 0.47	\$ 0.42
	\$ 0.92	\$ 2.44	\$ 0.40	\$ 0.33

<u>Est. Expenses To Be Recovered</u>	<u>Est. 2008/09</u>	<u>2009/10</u>
Leaf Pickup	\$ 105,500	\$ 111,600
Street Sweeping	\$ -	\$ 72,000
Supplies	\$ 15,300	\$ 15,800
Education Material	\$ 2,000	\$ 2,000
IT Services	\$ 58,380	\$ 61,330
Salaries/Benefits	\$ -	\$ 64,600
	\$ 181,180	\$ 327,330

<u>Rubbish Services</u>	
33 Gallon	(per month)
Toter	(per month)
Refuse Sticker	(per year)
Yardwaste Stic	(per year)

<u>Est. 08/09</u>	<u>Est. 09/10</u>
<u>Quantities</u>	<u>Quantities</u>
8,355	8,167
4,900	5,088
69,300	68,607
118,527	118,600

<u>Est. City Rev. to Cover Expenses</u>	
33 Gallon	(per month)
Toter	(per month)
Refuse Sticker	(per year)
Yardwaste Stic	(per year)

<u>Est. 2008/09</u>	<u>2009/10</u>
26,068	90,556
74,088	148,842
32,571	27,443
49,781	39,138
182,508	305,979

R-04-2008

**A RESOLUTION APPROVING A CONTRACT WITH
ALLIED WASTE SYSTEMS FOR THE COLLECTION
AND DISPOSAL OF REFUSE, RECYCLABLES AND
LANDSCAPE WASTE COMMENCING APRIL 1, 2008
AND TERMINATING MARCH 31, 2013**

WHEREAS, the City Council has determined that the City should contract for services in connection with the collection and disposal of refuse, recyclables and landscape waste for single-family residences within the City; and

WHEREAS, the City has negotiated a Contract with Allied Waste Systems of North America, Inc. for the collection and disposal of refuse, recyclables and landscape waste from single-family residences for the period April 1, 2008 through March 31, 2013; and

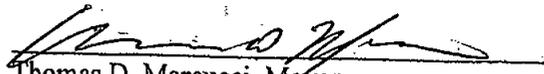
WHEREAS, the Public Works and Buildings Committee of the City Council has recommended approval of the aforesaid Contract; and

WHEREAS, the City Council deems it to be in the best interest of the City and its citizens to enter into said Contract.

NOW, THEREFORE BE IT RESOLVED BY THE City Council of the City of Elmhurst, DuPage and Cook Counties, Illinois that the document entitled "Refuse, Recyclables and Landscape Waste Collection and Disposal Service Contract", effective April 1, 2008 through March 31, 2013, a copy of which is attached hereto as Exhibit "A" is hereby approved.

BE IT FURTHER RESOLVED that the Mayor is authorized to sign and the City Clerk is authorized to attest to said Contract.

Approved this 3rd day of March, 2008.


Thomas D. Marcucci, Mayor

Passed this 3rd day of March, 2008.
Ayes: 16 Nays: 2


Patty Spencer, City Clerk
H:\Susan\COE\Resolutions\Alliedcontract.doc

COUNCIL ACTION SUMMARY

SUBJECT: Resolution – Approval of Solid Waste Contract Renewal

ORIGINATOR: City Attorney.

DESCRIPTION OF SUBJECT MATTER:

Attached for Council consideration is a resolution renewing the City's scavenger contract with Allied Waste Systems for a period of five (5) years. Notable provisions of this Contract are as follows:

- The contract term will be for five (5) years ending March 31, 2013.
- An annual unlimited spring cleanup day will be included in the service fee and there will continue to be no extra charge to the residents.
- 96 gallon toters will continue to be offered to residents as an alternative to the basic 33 gallon can.
- Replacement recycling bins will continue to be provided at cost to residents by the City.
- Fall leaf pickup.
- Christmas trees will be collected.
- The contract will specify Wednesday, Thursday and Friday as the City's collection days.

The rates to be paid by the City to Allied shall be according to the following schedule:

33 Gallon Containers: (Monthly Charge)

<u>2008/09</u>	<u>2009/10</u>	<u>2010/11</u>	<u>2011/12</u>	<u>2012/13</u>
\$12.18	\$12.76	\$12.76	\$13.33	\$13.93

95 Gallon Toter:

<u>2008/09</u>	<u>2009/10</u>	<u>2010/11</u>	<u>2011/12</u>	<u>2012/13</u>
\$16.72	\$17.52	\$17.52	\$18.31	\$19.13

Refuse Stickers:

<u>2008/09</u>	<u>2009/10</u>	<u>2010/11</u>	<u>2011/12</u>	<u>2012/13</u>
\$1.53	\$1.60	\$1.60	\$1.67	\$1.75

Yardwaste Stickers:

<u>2008/09</u>	<u>2009/10</u>	<u>2010/11</u>	<u>2011/12</u>	<u>2012/13</u>
\$1.83	\$1.92	\$1.92	\$2.00	\$2.09

Such rates are subject to possible adjustment to a "Fuel Recovery" provision. The Fuel Recovery Provision allows for a possible change in the rates if the average cost of diesel fuel over a specified period exceeds \$3.75/gallon.

**REFUSE, RECYCLABLES AND LANDSCAPE
WASTE COLLECTION AND DISPOSAL SERVICE CONTRACT**

FORM OF CONTRACT

THIS CONTRACT, made the 1st day of April, 2008, by and between Allied Waste Systems (hereinafter called "Contractor") and the City of Elmhurst, Du Page and Cook Counties, Illinois (hereinafter called the "City").

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

**ARTICLE I
SCOPE OF WORK**

The Contractor shall perform everything required to be performed, and shall provide and furnish all labor, materials, plant, tools, equipment, and other necessary apparatus and all transportation services required to complete all the work required to provide "Refuse, Recyclables and Landscape Waste Collection and Disposal Service", ("Services") for the City of Elmhurst, Du Page and Cook Counties, Illinois, all in strict accordance with the Contract documents which are made a part of this Contract, and the Contractor shall do everything required by this Contract and other documents constituting a part thereof including, but not limited to, the following:

A. Contractor agrees, for a period of five (5) years commencing April 1, 2008 and ending March 31, 2013 to perform the following services:

1. Refuse Collection. Contractor shall furnish the personnel and equipment needed to provide weekly curbside collection of ONE 33 gallon plastic bag or can or, alternatively one (1) 96 gallon toter container from all residential units as specified in Contract Documents. Extra cans or plastic bags of refuse shall have affixed thereto a prepaid refuse sticker for each such can or bag. Large household items (including white goods) and construction debris that will not fit in the can or bag shall be collected as set forth herein.

2. Recycling Collection. Contractor shall furnish the personnel and equipment needed to provide weekly curbside collection of all types of recyclable material, as listed in Article II.A.9 hereof, or as otherwise agreed in writing by the parties hereto.

3. Landscape Waste Collection. Contractor shall furnish the personnel and equipment needed to provide weekly curbside collection of an unlimited number of 30 gallon paper bags, cans of landscape waste and bundles of brush that have affixed thereto a prepaid sticker as required herein. This service shall be provided from April 1 through a date in early December specified by the City each year this Contract is in effect.

4. Leaf Collection. Contractor shall furnish the personnel and equipment needed to provide curbside collection and disposal of leaves. This service shall be provided during a two week period in the autumn of each year as specified by the City.

5. Additional Services. Contractor shall provide the services as specified in Article II.E "Additional Services" hereof.

6. Refuse Collection at City Buildings. Contractor shall furnish the required collection containers, the personnel and equipment required to collect and dispose of refuse from the city facilities as specified in Article II.B. "Services" hereof on an as needed basis.

7. Office Paper Recycling at City Buildings. Contractor shall furnish the required collection containers, personnel and equipment needed to collect and recycle the office paper generated at the City facilities as specified in Article II.B "Services" hereof.

B. Payments by the City to Contractor for services rendered under this Contract shall be made according to the following schedule except as otherwise provided in this Agreement:

1. Curbside Refuse, Landscape Waste and Recyclable Collection and Disposal.

a) The City shall pay to Contractor monthly in arrears during the period in which this Contract shall be in effect, subject to Article II.C.2 "Adjustments to Refuse Charges", a sum computed at the rate of twelve dollars and eighteen cents (\$12.18) per stop for one 33 gallon container or sixteen dollars and seventy-two cents (\$16.72) for one 95 gallon toter. The number of stops shall be thirteen thousand, two hundred fifty-one (13,251) for the first year of this Contract. Such count shall be adjusted quarterly based upon increases or decreases in the City's utility service accounts.

b) The City shall pay to Contractor monthly in arrears during the period in which this Contract is in effect, subject to Article II.C.2 "Adjustments to Refuse Charges", the sum of one dollar and fifty three cents (\$1.53) per refuse sticker sold by the City or its authorized agents (the "Monthly Payment"). The number of refuse stickers sold shall be determined by City records. The price of refuse stickers to be sold, and administrative or handling fees, if any, in connection therewith, shall be determined by the City, in its sole discretion. Such price and the amount of any related fees shall be subject to change by the City at any time, provided that any such change shall not affect the amounts to be paid Contractor for each refuse sticker sold. The net proceeds, if any, realized by the City from the sale of refuse stickers shall be used as the City, in its sole discretion, shall determine. "Net Proceeds" shall mean the difference, if any, between the amount paid and to be paid to Contractor hereunder for each refuse sticker sold and the selling price of each such sticker.

c) The City shall pay to Contractor monthly in arrears during the period in which this Contract is in effect, subject to Article II.C.3 "Adjustments to Landscape Waste

Charges", the sum of ~~one dollar and eighty three cents~~ (\$1.83) per landscape waste sticker sold by the City or its authorized agents. The number of landscape waste stickers sold shall be determined by City records. The price of landscape waste stickers to be sold, and administrative or handling fees, if any, in connection therewith, shall be determined by the City in its sole discretion. Such price and the amount of any related fees shall be subject to change by the City at any time, provided that any such change shall not affect the amounts to be paid Contractor for each landscape waste sticker sold. The net proceeds, if any, realized by the City from the sale of landscape waste stickers shall be used as the City, in its sole discretion, shall determine. For purposes of this Subsection, "Net Proceeds" shall mean the difference, if any, between the amount paid and to be paid Contractor hereunder for each landscape waste sticker sold and the selling price of each such sticker.

2. Refuse Collection and Disposal for City Facilities.

No charge

3. Office Paper Recycling Collection for City.

No charge.

4. Annual Curbside Leaf Collection.

a) Charge per hour per truck manned by one (1) employee:

<u>2008/09</u>	<u>2009/10</u>	<u>2010/11</u>	<u>2011/12</u>	<u>2012/13</u>
\$102.00/hr.	\$107.87/hr.	\$114.07/hr.	\$120.63/hr.	\$127.56/hr.

b) Charge per hour truck manned by two (2) employees:

<u>2008/09</u>	<u>2009/10</u>	<u>2010/11</u>	<u>2011/12</u>	<u>2012/13</u>
\$150.00/hr.	\$158.63/hr.	\$167.75/hr.	\$177.39/hr.	\$187.59/hr.

Leaves shall be disposed of at compost sites and at charges approved by the City. The City shall reimburse Contractor for such charges upon submittal of tipping fee receipts therefore.

C. Adjustments to the foregoing schedules of fees may be made in accordance with Article II.C. "Term; Adjustments to Charges".

ARTICLE II
SPECIFICATIONS

Specifications attached hereto as pages P-1 through P-13.

ARTICLE III
THE CONTRACT PRICE

The City will pay, and said Contractor agrees to accept, the unit prices (for each stop and for refuse and landscape waste stickers) set forth herein as full compensation for furnishing all the materials, and for doing all the work contemplated and specified in this Contract, also for all loss or damage arising out of the nature of the work or from the action of the elements or from any unforeseen difficulties which may be encountered in the prosecution of the same; and for all risks of every description connected with the work; and for well and faithfully completing the work, and the whole thereof, in full compliance with the Contract Documents, hereby made a part hereof. Time is of the essence of this Contract. The total contract price shall be as set forth herein.

ARTICLE IV
PAYMENT

Payment is made to the Contractor in accordance with, and subject to, the provisions of the Contract Documents. The City shall be entitled to charge an administrative fee, as the City shall determine, for each refuse and landscape waste sticker sold.

ARTICLE V
COMPONENT PARTS OF THE CONTRACT

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

1. Form of Contract
2. Performance Bond/Letter of Credit
3. Attachments I through VII

some times referred to herein as "Contract Documents".

ARTICLE VI
COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall comply with all applicable laws, regulations and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included with the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a

limitation, are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commission regulations, workers' compensation laws, prevailing wage laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act and regulations or EEOC statutory provisions and rules and regulations, OSHA, State and Federal EPA statutory provisions and rules and regulations.

ARTICLE VII
MISCELLANEOUS PROVISIONS

A. The Contractor shall have full control of the ways and means of performing the work which is the subject of this Contract and the Contractor nor its employees, representatives or subcontractors are in no sense employees of the City, it being specifically agreed that in respect to the City, the Contractor and any party employed by the Contractor bear the relationship of an independent contractor.

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

C. Neither the execution nor performance of this contract shall in any manner be construed as a waiver, release or abrogation of any rights the City had, has, or may have in the future in connection with prior contracts or agreements with the Contractor or any of its predecessors, including but not limited to, any rights to defense and/or indemnification.

D. The parties hereto agree that venue shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

E. Should federal, state or local laws be changed during the term of this contract, which changes impact the conditions or requirements hereof, the parties agree to negotiate regarding such conditions, provided however, that such agreement to negotiate shall not require either party to agree to amendments to this contract.

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

Witness:

ALLIED WASTE SYSTEMS

By: _____

Its: _____

CITY OF ELMHURST, DU PAGE AND
COOK COUNTIES, ILLINOIS

By: _____
Thomas D. Marcucci, Mayor

Attest:

Patty Spencer, City Clerk

ARTICLE II
SPECIFICATIONS

GENERAL PROVISIONS

A. Definitions

1. "Contractor" shall be defined as the individual or firm who or which provides Refuse, Recyclables, Landscape Waste Collection and Disposal Services hereunder.

2. 3.2 compacted cubic yards of refuse shall be deemed to weigh one (1) ton.

3. "Refuse" shall be defined as items such as but not limited to the following: all household garbage, rubbish, and kitchen waste such as discarded food or food residues and paper used for wrapping the same, aluminum/tin cans, bottles, jars, books, newspapers, magazines, newsprint, boxes and cartons, earth rocks, home remodeling and repair construction materials.

4. "Large household goods" shall be defined as items such as but not limited to the following: furniture, televisions, microwaves, rolls of carpet no more than eight (8) feet long, and automobile wheels. White goods are not included in this definition.

5. "White Goods" shall be defined as clothes washer and dryers, hot water heaters, refrigerators, freezers, room air conditioners, and like items.

6. "Landscape Waste" shall be defined as items such as but not limited to the following: grass, garden clippings, brush, leaves, tree clippings and other material accumulated as the result of the maintenance of lawn, shrubbery, vines and trees.

7. For the purpose of defining the extent of collection service to be provided, and of determining the amount of materials collected (refuse, landscape waste and recyclables) each dwelling unit will be considered a "stop".

8. "Approved Containers" for garbage and rubbish shall be (1) the 96 gallon toter supplied by the contractor or (2) a metal or plastic watertight container not exceeding thirty-three (33) gallon capacity each, and not exceeding a total weight when filled of sixty (60) pounds each or any applicable OSHA limit, whichever is less. Every such container shall have secure handles for convenient lifting and carrying. A container for refuse may be a securely tied disposable plastic refuse sack or liner of thirty-three (33) gallon capacity or 2-ply, fifty (50) pound weight strength.

9. "Recyclable material" shall be defined as aluminum cans, tin and bi-metal cans, clear and colored High-Density polyethylene (HDPE #2) plastic containers, Plastic Polyethylene Terephthalate (PET #1) containers, newspaper, glass bottles/containers and corrugated cardboard. Additional items for collection are listed in Attachment I or as otherwise agreed by the parties.

B. Services

Collection shall be made from current and future single-family dwellings, including all detached and attached single-family residences, current duplex units and all residential customers within the City of Elmhurst that are currently receiving refuse collection services. Multi-family dwellings containing five or more dwelling units as defined in the Elmhurst Zoning Ordinance shall not be part of this Contract.

The Refuse collection services to the City facilities shall be provided a minimum of twice weekly or as deemed necessary by the City Manager, free of charge to the City. The Contractor shall furnish dumpsters at the following locations at no cost during the term of the Contract:

Elmhurst City Hall	2 Cubic Yards
Elmhurst Police Department	2 Cubic Yards
Elmhurst Public Works Garage	2 Cubic Yards
Elmhurst Fire Station 1	2 Cubic Yards
Elmhurst Fire Station 2	2 Cubic Yards
Elmhurst Wastewater Treatment Plant	2 Cubic Yards

The Contractor shall provide dumpsters for the collection of office paper. The contents thereof shall be collected once a week at no cost to the City for the following locations:

Elmhurst City Hall	2 Cubic Yards
Elmhurst Police Department	2 Cubic Yards

C. Term; Adjustments to Charges

1. Term

The term on this Contract shall be for five years commencing at 12:01 a.m. on April 1, 2008 and ending at 12:01 a.m. on April 1, 2013.

2. Adjustments to Refuse Charges

Within this five-year contract, refuse unit prices shall be adjusted on April 1st of each year this Contract remains in effect excluding the first year of this Contract in accordance with the following schedule of rates:

Container Rates:

<u>Year</u>	<u>33 Gallon Container</u>	<u>95 Gallon Toter</u>
April 1, 2008/09	\$12.18	\$16.72
April 1, 2009/10	\$12.76	\$17.52

April 1, 2010/11	\$12.76	\$17.52
April 1, 2011/12	\$13.33	\$18.31
April 1, 2012/13	\$13.93	\$19.13

Refuse Sticker Rates:

<u>Year</u>	<u>Rate Per Sticker</u>
April 1, 2008/09	\$1.53
April 1, 2009/10	\$1.60
April 1, 2010/11	\$1.60
April 1, 2011/12	\$1.67
April 1, 2012 through March 31, 2013	\$1.75

3. Adjustments to Landscape Waste Charges

Within the five (5) year contract, landscape waste unit prices shall be adjusted on April 1st of each year this Contract remains in effect, excluding the first year of this Contract in accordance with the following schedule of rates:

Land (Yard) Waste Sticker Rates:

<u>Year</u>	<u>Rate Per Sticker</u>
April 1, 2008/09	\$1.83
April 1, 2009/10	\$1.92
April 1, 2010/11	\$1.92
April 1, 2011/12	\$2.00
April 1, 2012/13	\$2.09

D. Minimum Curbside Service

The Contractor agrees to furnish all labor, materials, and equipment to make curbside collection of refuse and recyclable materials once a week from each stop on Wednesdays, Thursdays or Fridays of every year the Contract is in effect. Landscape waste shall be collected once a week from each stop between April 1st and a date in early December specified by the City every year the Contract is in effect. Refuse, recyclable materials and landscape waste shall be collected from each stop on the same day in accordance with the route and schedule adopted pursuant hereto.

Refuse shall be placed in the Approved Containers specified herein and shall be left in the City parkway. Each stop may have an unlimited number of Approved Containers properly stickered of refuse of the type and weight as specified herein defined under "Approved Containers" on each collection day.

Recyclable materials shall be placed in Approved Containers as hereinafter described. Each stop may have an unlimited number of containers of recyclable materials on each collection day.

Landscape waste shall be placed in Approved Containers as hereinafter described under Approved Containers. Each stop may have an unlimited number of containers of landscape waste of the type and weight as specified herein or bundles of brush or tree clippings on each collection day with a pre-paid landscape waste sticker affixed excluding the first two such bundles collected from each stop each week, which need not have a sticker affixed. Landscape waste shall be collected from April 1st through a date in early December specified by the City each year the Contract is in effect. All bundles of brush or tree clippings shall not exceed four (4) feet in length, nor exceed 50 pounds, nor shall the diameter of the individual pieces exceed four (4) inches.

"Large household goods" "White Goods" are permitted if they are properly stickered as follows:

One (1) refuse sticker for one (1) item in any week; additional items placed out for curbside collection in the same week shall require two (2) refuse stickers;

White Goods placed out for curbside collection shall require two (2) refuse stickers for each item.

E. Additional Services

1. Each stop shall be responsible to pay for any services requested of and provided by Contractor in addition to the service described herein. If any such additional services are provided, said service arrangement shall be between Contractor and the customer.

2. Contractor shall provide Christmas tree pick-up for a two-week period after the Christmas holiday. Such services shall be provided by Contractor at no charge to the City or customers of Contractor.

3. The Contractor shall furnish personnel and equipment needed to provide curbside collection and disposal for Spring Clean-Up Day once annually on a date to be specified by the City. All items placed at the curbside shall be collected without stickers, with the exception of landscape waste. Such services shall be provided by the Contractor at no charge to the City or customers of Contractor.

4. Each residential unit (as herein defined) shall have the option of having weekly curbside collection of one (1) 96 gallon blue plastic toter in lieu of the base 33 gallon can refuse collection service at a cost specified herein. Contractor shall provide such toters at no charge to

the City or customers of Contractor. All other services for such residential units shall be provided as set forth in this contract.

F. Distribution of Prepaid Stickers and Recycling Containers

The Contractor shall supply refuse and landscape waste stickers to local business operators and the City's administration subject to Article I.B.1. Revenue from sale of stickers, less an administrative fee, if any, will constitute the cost of collection and disposal of refuse or land waste. The revenue from the collection of recyclables will be returned to the City as the case might be in accordance with the provisions set forth in Article I.B.5.

G. Hours

Collections shall be made between the hours of 7:00 a.m. and 7:00 p.m. on the day collection is scheduled for a particular area, subject to modification as the City may require or grant. All collections shall be made as quietly as possible.

H. Litter

The Contractor shall not litter premises in the process of making collections but he shall not be required to collect materials that have not been placed in approved containers or deposited otherwise in a manner herein provided. Nonconforming materials or rejected items, if placed on the parkway in a container must be returned to the container and shall not be strewn on the parkway. Empty containers shall be handled in such a manner so as not to be damaged and shall be returned to the parkway right side up.

I. Recyclables and Landscape Waste

a. Recyclables Collection

Recycling bins to be used for the collection of recyclable materials shall be made of a non-corrodible material. Bins to be used shall be made available through or as approved by the City and Contractor and shall be identified to the Contractor as the approved container for the recyclable collection program by the City. The bins shall be made from a rigid recyclable material with a twenty (20) gallon capacity as approved by the City. Recyclable material shall be placed in a recycling bin in a commingled fashion as required by the City. Recyclable materials in excess of the capacity of the bin shall be collected as set forth in Article II.BB hereof. Additional bins of a generic type available from retailers shall be acceptable provided they are similar in size and shape to the 20 gallon round or 18 gallon rectangular bins presently in use.

b. Landscape Waste Collection

Landscape waste shall be placed in a Kraft thirty (30) gallon two-ply paper bag or equivalent, or an unlined thirty-three (33) gallon container specifically marked

"Landscape Waste" and not commingled with garbage, rubbish or recyclable materials as herein defined, Prepaid landscape waste stickers shall be affixed in accordance with the executed Contract specifications.

J. Collection Equipment

Contractor shall provide an adequate number of vehicles subject to the approval of the City for regular refuse, landscape waste, recyclable material, office paper collection service. All vehicles shall be in good repair, appearance and maintained in a sanitary condition at all times. Each vehicle shall have clearly visible on each side Contractor's name, a vehicle identification number and local telephone number of the Contractor. Vehicles shall not leak fluids, oil, hydraulic fluid, etc.; if found to do so, they shall not be used in the City until repaired.

A listing of vehicles to be utilized in carrying out this Agreement shall be provided to the City annually throughout the terms of Agreement and the City shall be advised of any changes when made. The City reserves the right to inspect vehicles any business day between the hours of 8:00 a.m. and 5:00 p.m. throughout the term of this Agreement to ensure the vehicles are maintained in satisfactory condition and otherwise maintained pursuant to the terms and manners herein prescribed.

K. Office

Contractor shall establish and maintain an office through which it can be contacted, to receive service calls and complaints. The office shall be equipped with sufficient toll-free telephone lines to handle calls from residents of Elmhurst, shall have a responsible person in charge, and shall be open between 8:00 a.m. and 5:00 p.m. Monday through Friday, and during collection hours if any on Saturday.

L. Hauling

All material hauled by Contractor shall be so contained, tied or enclosed so that leaking, spilling or blowing of litter or fluids is prevented. In the event of any spillage on the parkway, street or alley, Contractor shall immediately clean-up litter or fluids. If such litter or fluids are not cleaned-up within six (6) hours after such notice (verbal or written) from the City, the City may clean-up same and charge Contractor therefor.

M. Complaints

All customers' or citizens' complaints shall be resolved within twenty-four (24) hours. Contractor shall supply the City with monthly copies of all complaints received from customers/residents who reside within the City on a form approved by the City and indicate the disposition of each. The form shall indicate the nature of the complaint, the day and hour on which the complaint was received and the day and hour on which it was resolved, and the name and address of the resident.

N. Notification

Contractor shall notify the City of the need to notify all customers about complaint procedures, rates, regulations and the date of collection. No change in same shall be effective except after thirty (30) days' notice to customers.

O. Title to Waste

All garbage, rubbish, compostable and recyclable material collected in accordance with the terms hereof shall become and be the property of the Contractor as soon as the same is picked-up or otherwise placed in Contractor's vehicle except as otherwise provided herein. Nothing in this paragraph concerning titles to waste shall be construed as preventing the City from obtaining or collecting any fees or proceeds owed to the City under this Contract, nor shall it operate to prevent the City from initiating or maintaining any rights or actions reserved herein, regardless of title to or ownership of wastes and recyclable materials.

P. Disposal

All garbage, rubbish and landscape waste collected shall be removed and shall be disposed of in accordance with all applicable statutes, laws, ordinances, rules and regulations. Disposal sites, compost sites or facilities shall be approved by the City.

All recyclable materials collected in accordance with the terms hereof shall be removed and shall be recycled in accordance with all applicable statutes, laws, ordinances, rules and regulations. Under no circumstance shall said recyclable materials be landfilled or incinerated unless authorization to do so is given by the City. Evidence of appropriate sale or disposition of the recyclables shall be produced upon request by the City. Contractor shall be responsible for storing recyclable materials until properly disposed of at no cost to the City. The name, location and capacities of Contractor's facilities shall be furnished to the City. The City shall have the right to visit and inspect the storage and processing location with reasonable advance notice.

Q. Location for Pick-Up

Contractor shall not be required to collect refuse, landscape waste, large household goods and recyclable materials unless they are placed immediately behind the curb or adjacent to the roadway where there are no curbs. When a conflict of interest arises concerning a specific location, the City shall have exclusive rights to determine the final pick-up point for the property in question.

R. Contractor's Personnel

Contractor shall assign a qualified person or persons to be in charge of the operation in

the City, and shall give the name or names to the City.

Each employee driving a vehicle shall, at all times, carry a valid Illinois operator's license for the type of vehicle he/she is driving.

S. Routes and Schedules

The City shall inform the residents of conditions pertaining to pick-up from detailed information to be provided by Contractor via a newsletter published by the City. Curbside pick-up service shall be provided by the Contractor on Wednesday, Thursday, and Friday or any variation of the given day or days. Contractor cannot modify the collection days without express written consent of the City. If express written consent is given, Contractor shall inform the affected residents via a flyer that shall be distributed by Contractor door-to-door at least one (1) month prior to date that the modifications become effective, or such other means the City shall select.

Contractor shall establish a pick-up schedule designed to best serve the City's residents in the most cost-effective manner possible and shall be subject to the approval of the City.

T. Education and Promotion

The Contractor shall prepare an informational brochure which shall be annually updated. The brochure shall describe in detail the City's waste and recycling programs, including a list of materials accepted and what, if any, preparation must be performed by residents. At least once each year, the Contractor shall provide to the City this brochure for mailing to all households in the City. This brochure shall also be prepared in a poster format.

The Contractor shall also place an advertisement in one or more local newspapers one week prior to each holiday, to advise customers of the holiday pick-up schedule.

U. Public Information

Contractor shall implement a public information program whereby the Contractor's employee will not collect recyclables that are improperly prepared at the curb in a container, hereinafter described under "Approved Containers", along with a checklist ("Report Card") indicating the reason the recyclables were rejected. The contents of the written report card must be approved by the City before implementation of the Report Card program by the Contractor.

V. Standard Performance

1. If Contractor fails to collect materials herein specified for a period in excess of two (2) consecutive, scheduled working days, or fails to operate the system in a satisfactory manner as determined by the City, the City may, but shall not be required, to take the following actions:

a. Notify Contractor in writing of its default under the Agreement and that this Agreement will be terminated unless the Contractor shall perform its obligation hereunder to the satisfaction of the City within five (5) days of the date aforesaid notice.

In the event the default is not cured, the City may terminate this Agreement and the City's obligation and the Contractor's rights hereunder shall cease and be of no further force or effect.

b. The City shall have the right to contract with other parties to provide such services should the Contractor not perform as specified in this Agreement, and any expenses incurred by the City in excess of the existing rates herein specified shall be charged to and paid by the Contractor.

2. Contractor agrees that in the event Contractor fails to fulfill any provisions stipulated in the Contract, the City may, at its option, without waiving any of its other rights, hire such persons and equipment and enter such contracts as they may deem necessary to perform the work described herein. In addition, the City shall be entitled to all losses, including cost, expenses and attorney's fees arising out of or in conjunction with, or otherwise resulting from, such failure of performance on the part of the Contractor.

3. The City may collect any costs, expenses and attorney's fees incurred as a result of the Contractor's default from the Contractor's performance bond provided hereunder.

4. Any and all rights of the City will be cumulative.

5. Nothing in this Section V shall bar the City from instituting any actions at law or in equity or enforce its rights hereunder.

W. Books and Records

Contractor shall be required to file a monthly report not more than forty-five (45) days after the end of each month for each category of materials collected. Refuse, landscape waste, recyclable materials collected curbside shall be listed as separate categories (see attachment). Refuse and recyclable materials collected curbside shall be listed in total tonnage collected. Landscape waste shall be indicated in cubic yards collected. The report shall also include information on market prices, conditions, residents' recycling and set-out rate by percentage.

The City shall have the right to audit all books and records of Contractor as the City shall deem reasonably necessary to verify, and also to verify the number of "stops" and tonnage of solid waste being disposed of through actual field investigations, or a spot check done by following the vehicles in any other manner that the City may determine appropriate.

X. Bankruptcy

It is agreed that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then at the City's option, this Agreement shall terminate effective on the day at the time the bankruptcy petition is filed, subject, however, to the City's right to recover for any breach under such contract. It is further agreed that nothing in this paragraph shall prevent the City from collecting any amount owed, including but not limited to cost, expenses, and attorney's fees from the Contractor's performance bond or letter of credit as the case might be. The Contractor guarantees to list the City as a creditor in any bankruptcy filing and such obligation to so list the City shall remain in effect notwithstanding any provision herein to the contrary.

Y. Permits and Licenses

The Contractor shall obtain, at his own expense, all permits and licenses required by federal, state and local law or ordinance, rule or regulation and maintain same in full force and effect, during the term of this Contract.

Z. Performance Bond/Letter of Credit

The Contractor shall supply the City with a Performance Bond covering the entire term of this Contract executed by a responsible surety company satisfactory to the City in the penal sum of \$675,000.00, subject to adjustment each year this Contract is in effect so as to equal that amount which is 25% of the then-current projected annual charges. The company issuing such bond shall be licensed to do business in the State of Illinois and shall have an A.M. Best & Company rating acceptable to the City. In lieu of a performance bond, the City may accept an irrevocable Letter of Credit in an amount not less than \$575,000.00 issued by a financial institution acceptable to the City. The Letter of Credit shall be in a form acceptable to the City and shall provide that such letter of credit shall not terminate except upon thirty (30) days' prior written notice to the City.

The Letter of Credit shall remain in effect throughout the term of this Contract and for not less than thirty (30) days after termination thereof without regard to the means by, or circumstances under, which the Contract may terminate.

AA. Insurance; Liability

The Contractor shall maintain Automobile Liability Insurance Coverage with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit. The Contractor shall also maintain Comprehensive General Liability Insurance of not less than One Million Dollars (\$1,000,000.00) per occurrence/Two Million Dollars (\$2,000,000.00) General Aggregate. An Excess Umbrella Liability Policy shall be provided with minimum limits of Five Million Dollars (\$5,000,000.00) per occurrence. The Contractor shall cause the City, its agents, officials and employees, to be named as additional insured under all policies. The insurance provided by the Contractor shall be primary and non-contributory as to the City. Insurance carriers shall be

subject to the approval of the City.

Proof of such insurance coverage by means of a Certificate of Insurance shall be filed with the City at least two (2) weeks prior to the commencement of the services under this Contract. Such policy shall not permit termination or material modification without at least thirty (30) days' prior written notice to the City. A new Certificate of Insurance shall be filed with the City at least thirty (30) days' prior to the expiration or termination of an existing policy of insurance.

The Contractor shall also provide worker's compensation insurance for all employees, in the amount required by statute and employer's liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000.00). The amount of insurance required herein shall in no way limit the amount of insurance which the Contractor may carry, and in no way limits the liability of the Contractor for any and all liability of the Contractor in connection with this Agreement.

The Contractor shall defend, save and hold the City harmless from and indemnify the City against any and all losses, taxes, claims, suits, or causes of actions of any kind or nature whatsoever arising out of or in connection with ownership, maintenance, use, operation or control of any vehicle owned, operated, maintained or controlled by the Contractor or otherwise arising out of or in connection with this Agreement.

BB. Preparation of Recyclable Materials

The City shall require residents to prepare recyclable material as such. Glass, plastic, tin and aluminum shall be rinsed. All caps and plastic rings from plastic and glass containers shall be removed. Newspaper shall be stacked neatly on top of the recycling container or placed in a paper grocery bag next to the recycling container. Corrugated cardboard must be cut into 3' x 3' sections and broken down flat and bundled or placed underneath the recycling bin to prevent blowing.

CC. Contact Person

Contact between the Contractor and the City shall be directed by the Contractor to designated contact person within the City. The designated contact person for the City is the City Manager, or a person designated by the City Manager.

DD. Cost Saving Technology, Programs and Practices

Contractor shall investigate and remain aware of techniques, programs and practices, and of devices and equipment (such as but not limited to co-collection of refuse and recyclables collection, vehicles capable of being operated by one worker), which tend to reduce the cost of providing service as contemplated herein.

Contractor shall implement such techniques, programs, practices and/or acquire such devices and equipment as soon as reasonably practicable upon the request of the City. Operating costs provided pursuant to this Contract which are reduced as a result of the implementation required by this Section shall be reflected in a corresponding reduction in the rates set forth in Article I.B.1 (Curbside Refuse and Recyclable Collection and Disposal) or as adjusted pursuant to Article II.C. of this Contract.

ATTACHMENT I
COLLECTION LIST
ACCEPTABLE MATERIALS

Non-Paper Items:

Clear, brown and green glass bottles and jars
Steel and tin cans
Aerosol cans (empty)
Aluminum cans
Formed aluminum containers-disposable baking trays and pie plates
Aluminum foil-clean
PET (#1) Beverage bottles
HDPE (#2) Plastic grocery and laundry containers
PVC (#3) Narrow neck plastic containers
LDPE (#4) plastic grocery containers
LDPE (#4) six and twelve pack rings
PP (#5) plastic grocery containers
#7 Plastic narrow neck grocery containers
Plastic Six and Twelve pack Rings
Aseptic packaging
Gable top containers

Paper Items:

Newspaper
Magazines
Catalogues
Telephone books
Office, Computer and Notebook paper
Chipboard
Cardboard
Carrier stock
Mail, invoices, brochures and envelopes
Paper bags
Wet Strength Carrier Stock
Frozen Food packages
Other mixed paper

ATTACHMENT II
MONTHLY REPORT

LANDSCAPE WASTE* (COLLECTED CURBSIDE)
TOTAL CUBIC YARDS

_____ CUBIC YARDS

REFUSE (COLLECTED CURBSIDE)

AVERAGE SET-OUT PER HOUSEHOLD

_____ CONTAINERS

TOTAL TONS

_____ TONS

RECYCLABLE MATERIAL (COLLECTED CURBSIDE)

TOTAL TONS

_____ TONS

RESIDENT'S RECYCLING PARTICIPATION TOTAL

_____ %

*Landscape Waste Collection only valid April 1st through November 30th

ATTACHMENT III

**CERTIFICATE OF COMPLIANCE
DRUG FREE WORKPLACE ACT**

Illinois Compiled Statutes
Ch. 30, Sec. 580/1 et seq.

Allied Waste Systems, the Contractor under a certain Contract dated _____ with the City of Elmhurst for refuse and recyclable collection and disposal hereby certifies that said Contractor shall, as a condition of the aforesaid Contract, provide a drug free workplace by:

(a) Publishing a statement;

(1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited at the Contractor's workplace or work site;

(2) Specifying the actions that will be taken against employees for violations of such prohibition;

(3) Notifying the employee that, as a condition of employment on such contract, the employee will:

(A) abide by the terms of the statement; and

(B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;

(2) the Contractor's policy of maintaining a drug free workplace;

(3) any available drug counseling, rehabilitation, and employee assistance programs; and

(4) the penalties that may be imposed upon employees for drug violations.

(c) Making it a requirement to give a copy of the statement required by Subsection (a) to each employee engaged in the performance of the Contract and to post the statement in a prominent place in the workplace or worksite.

(d) Notifying the City of Elmhurst within ten (10) days after receiving notice under part (B) of Paragraph (3) of Subsection (a) from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Paragraph (h) below.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the foregoing.

(h) Employee sanctions and remedies. Contractor shall, within thirty (30) days after receiving notice from an employee of a conviction of a violation of a criminal drug statute occurring in the workplace:

(1) Take appropriate personnel action against such employee up to and including termination; or

(2) Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, State or local health, law enforcement, or other appropriate agency.

Contractor:

By: _____
Its: _____

SUBSCRIBED AND SWORN to
before me this ____ day
of _____, 2008.

NOTARY PUBLIC

ATTACHMENT IV

CERTIFICATION THAT CONTRACTOR IS NOT
BARRED FROM BIDDING OR CONTRACTING
DUE TO BID-RIGGING OR BID ROTATING CONVICTIONS

CITY OF ELMHURST

WHEREAS, a conviction for the offense of bid-rigging or bid rotating bars a person or entity from bidding on public contracts (720 ILCS 5/33E-3 and 33E-4), and

WHEREAS, Section 33E-11 of the Criminal Code (720 ILCS 5/33E-11) requires bidders and contractors awarded bids to certify on a form provided by the unit of local government or school district that they are not barred from public contracting due to bid-rigging or bid rotating convictions.

NOW, THEREFORE, IT IS HEREBY CERTIFIED THAT the undersigned, Allied Waste Systems, is not barred from bidding on or entering into public contracts pursuant to bids due to having been convicted of bid-rigging or bid rotating under Paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. The undersigned also certifies that no officers or employees of the bidder or contractor have been so convicted and that the bidder or contractor is not the successor company or a new company created by the officers or owners or one so convicted. It is further certified that any such conviction occurring after the date of this certification will be reported to the above-named public body, in writing, within seven (7) days of such conviction, if it occurs during any bidding process, contract term or otherwise prior to entering into any contract therewith.

Date: _____

By: _____

Its: _____

Attest:

(SEAL)

ATTACHMENT V

APPROVED DISPOSAL SITES

Refuse Disposal

Allied Waste Transfer Station
Northlake, Illinois

Landscape Composting

JKS
Melrose Park, Illinois

Allied Waste Transfer Station
Northlake, Illinois

Recycling Processing

Resource Management
Plainfield, Illinois

ATTACHMENT VI

FUEL RECOVERY PROVISION

After April 1, 2009, should the average cost of diesel fuel for the period beginning November 1st and ending January 31st of the second or any following contract year exceed three and 75/100 (\$3.75) per gallon during the term hereof, (hereinafter referred to as the "Fuel Expense Increase"), Contractor may, at any time after verification of said Fuel Expenses Increase, provide the City with a written request for an increase in the monthly charges for the collection, removal and disposal of refuse, recyclables and landscape waste imposed hereunder (hereinafter the "Fuel Request"), effective on the following April 1st. Any such Fuel Report shall be in writing and shall provide, in detail, the following information:

- (1) the calculations relative to the price per gallon for diesel fuel during the period of November 1st through January 31st;
- (2) calculations demonstrating how the Fuel Expense Increase impacts the cost of the services being provided by Contractor hereunder' and
- (3) the proposed revised monthly charges as a result of the Fuel Expense Increase.

Within thirty (30) days of the receipt of any such Fuel Request, the City and Contractor shall meet to discuss the Fuel Request, and determine what revisions, if any, should be made to the monthly chargers as a result of the Fuel Expense Increase. In regard to said Fuel Request, the City may request, and Contractor shall provide in response thereto, additional documentation or information that the City deems necessary to assist in the City's analysis of the Fuel Request. The approval of any increase in the monthly charges, as a result of any Fuel Request, (hereinafter referred to as the "Fuel Increase"), shall be within the discretion of the City, which the City agrees to exercise in a reasonable manner.

In the event the average cost of diesel fuel, during the period beginning November 1st and ending January 31st immediately following a Fuel Increase is three and 75/100 dollars (\$3.75) or less, the monthly charges shall be adjusted to eliminate the Fuel Increase therefrom.

BVD on vacation



CITY OF ELMHURST
209 NORTH YORK STREET
ELMHURST, ILLINOIS 60126-2759
(630) 530-3000
FAX (630) 530-3014
www.elmhurst.org

THOMAS D. MARCUCCI
MAYOR
PATTY SPENCER
CITY CLERK
CHARITY S. PIGONI
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

MINUTES OF COMMITTEE MEETING
Monday, March 9, 2009
7:25 p.m.

PUBLIC WORKS AND BUILDINGS COMMITTEE

RE:

1. I-294 and North Avenue Ramp Study
2. Allied Waste Refuse/Recycling Contract – Annual Rate Adjustment
3. Levee Certification Engineering Firm Qualifications
4. Bids
 - 2009 Hydrant Materials Purchase
 - 2009 – 2011 Extension to Water Service Upgrade Project
 - 2009 – 2010 Storm Sewer Extension Program
5. Other Business

Committee members present: Marcucci, Gow, Lomnicki, Shea

City Staff Present: Borchert, Hughes, Morley, Keating

Public: Residents

Chairman Gow called the meeting to order.

1) I-294 and North Avenue Ramp Study: Chairman Gow gave a brief review of the traffic situation created by the lack of an eastbound exit from south I-294 to eastbound North Avenue. The lack of an exit to eastbound North Avenue forces motorists to use Elmhurst residential streets and driveways to turn around to go east on North Avenue. The City of Elmhurst has been unsuccessful in getting the Illinois Department of Transportation or the Illinois State Toll Highway Authority to address this issue. The City of Northlake lobbied the North Central Council of Mayors (NCMM) to pay a significant portion (80%) of an engineering study to investigate the possibility of creating a means of access to eastbound North Avenue from southbound I-294. ESI Consultants prepared a proposal for professional services for this

work. The City of Elmhurst and the City Northlake have agreed to partner to do a pilot study for the proposed project. Mayor Marcucci further explained the IDOT/Tollway issues and the negative impacts to the neighborhood, motorists and the economic development of Northlake. Mayor Marcucci explained that the partnership will help identify a solution for the interchange problem at this location. The Committee reviewed the proposal to split half the engineering fees not covered by the NCMC grant. Committee approved and signed the report.

- 2) Allied Waste Refuse/Recycling Contract – Annual Rate Adjustment:
Chairman Gow reviewed the Allied Waste contract and annual rate adjustments. Chairman Gow explained that leaf sweeping and additional salary costs had been incorporated into the new rates. Alderman Shea asked why/how the sweeping and salaries were included. Director Hughes explained that sweeping and the administrative dollars are currently paid for out of the general fund and Finance has reallocated a portion of the sweeping and administrative salaries to garbage rates. The Committee approved and signed the report.
- 3) Levee Certification Engineering Firm Qualifications: Chairman Gow introduced the item and requested Director Hughes explain the project/qualifications. Director Hughes informed the Committee of the National Levee Safety Program and the requirement for all agencies to certify their levees. FEMA will only recognize those levee systems that meet certain minimum design operation and maintenance standards. Levee certification is a new and complex process. Therefore, the City requested qualifications from 4 local engineering firms to assist in this process. Only 2 engineering firms submitted qualifications for review. Staff has compared the qualifications packages and would recommend Engineering Resource Associates (ERA) for the levee certification project. ERA offers a comprehensive in-house engineering staff with the technical abilities and resources to complete the complex certification requirements. City Manager Borchert explained the current Salt Creek modeling efforts and the direct relation to the levee certification. Director Hughes informed the Committee that the levee certification work would utilize stormwater funds. The Committee concurred with staff recommendation to use ERA. Staff will request a proposal from ERA and return to the Committee.
- 4) Bids:
 - 2009 Fire Hydrant Materials Purchase - Chairman Gow reviewed the report. The low bidder, Mid American Water of Aurora has previously supplied fire hydrants and other materials to the City in a timely and satisfactory manner. The Committee approved and signed the report.
 - 2009/2011 Extension to Water Service Upgrade Project – Chairman Gow reviewed the proposed two year extension to the City's Water Service Upgrade contract. This project consists of installing water services from the City watermain to privately installed domestic service lines at various locations throughout the City. The current contractor, Down Under Construction has agreed to hold the current unit process for an additional two years. Down Under has performed in a timely and professional manner during the contract period. The Committee approved and signed the report.

- 2009 – 2010 Storm Sewer Extension Program – Chairman Gow reviewed the report. Down Under Construction has agreed to hold current unit prices for the 2009 and 2010 construction seasons. Chairman Gow requested clarification in the report regarding the statement about budget constraints and City participation. Director Hughes explained in the past, the City cost shared with the property owner 50% up to \$1,000. In 2009, the City will not cost share in the construction but will still provide engineering services and contract administration. Committee requested staff to revise the report to clarify the 2009 program obligations and call for signatures.

5) Other Business:

- Alderman Shea inquired about the status of the Pine Street resident request to review the recent storm event. Director Hughes explained that public works has been reviewing the situation. City sewers have been televised and are functional. Staff will continue to work with residents to investigate their concerns.

ADJOURNED: 8:05 p.m.

Submitted by: Cori Keating, City Engineer

**CITY OF ELMHURST
PURCHASING POLICY**

A. General Policy for Soliciting Quotes

Employees are responsible for soliciting quotes for purchases in the instances outlined below. Purchase requisitions submitted without the required quotes or a satisfactory explanation of why quotes were not obtained (e.g. sole source, emergency, standardized vendor) will not be approved.

<u>Up to \$500</u>	One verbal quote is required; however, employees are encouraged to seek additional quotes when possible.
<u>\$501-\$3,000</u>	Three verbal quotes must be obtained. The quote summary must be attached to the invoice. Physical records regarding the dates, contacts and quotes received shall be retained in the department's files for auditing purposes.
<u>\$3,001-\$5,000</u>	Three written quotes are required. The quote summary must be attached to the invoice. The actual written quotes shall be retained in the department's files for auditing purposes.
<u>\$5,001-\$20,000</u>	Three written quotes are required. Hard copies shall be obtained and attached to the purchase requisition.
<u>\$20,001 & Above</u>	Must be competitively bid in accordance with City ordinances. City Council approval is required for all purchases in this category.

Items purchased more than once during a fiscal year (e.g. forms, copier supplies) do not need quotes every time a purchase is made. However, competitive quotes for these items shall be sought at least once each year to ensure that vendors are competitive. Preference should be shown to a local vendor only when all prices and terms are equal, or a distinct economic advantage to the City can be demonstrated to result from a local purchase.

B. Joint Purchasing

Employees are authorized to obtain goods and services using the State of Illinois Joint Purchasing program. When available through the State program, it is not necessary for employees to obtain quotes or to competitively bid the goods or services which are sought. Employees shall be responsible, however, for ensuring that the goods or services are of a quality sufficient to meet the City's needs and that pricing is competitive.

Employees are also authorized to join with other units of government in cooperative purchasing plans when the best interests of the City would be served thereby. The quote and bid requirements shall not apply to joint purchasing with other units of government.

To the extent possible, purchases of like items should be coordinated among City departments.

C. Sole Source Purchases

Contracts for parts, supplies or equipment that are available only from a single source are referred to as sole source purchases. Sole source procurement may arise from the following circumstances:

- a) Equipment for which there is no comparable competitive product or is available only from one supplier;
- b) A component or replacement part for which there is no commercially available substitute, and which can be obtained only from the manufacturer;
- c) An item where compatibility is the overriding consideration, such as computer software and hardware.

These items shall not be subject to requirements for seeking competitive quotes or bids. However, purchases in excess of \$20,000 shall be presented to the City Council prior to acquisition with a request to waive bids, approve the purchase and enter into a formal contract.

D. Emergency Purchases

Emergencies are defined as events that could not have been foreseen where immediate action is necessary to safeguard the public's health and safety. Whenever, in the judgement of the City Manager, an emergency situation requires the making of any purchase of material or supplies for a price in excess of \$20,000 but less than \$30,000, prior to the next regular meeting of the Council, the City Manager, with the written approval of the Mayor and a majority of the members of the Finance Committee of the Council, may make such purchase without waiting for formal approval of the specific purchase by the Council as a whole. If the emergency purchase is over \$30,000, approval of the City Council is required.

E. Competitive Bidding Policy

All purchases of goods or services, excluding professional services, exceeding \$20,000, except where such purchases greater than \$20,000 are allowed by state statute, shall be subject to the competitive bidding process and shall be let, by free and open competitive bidding after advertisement, to the lowest responsible and responsive bidder or any other bidder whom the City Council deems to be in the best interest of the City. Sealed bids will be sought when the cost is anticipated to be more than \$20,000. Any procurement of construction not exceeding \$30,000 may be made without competitive sealed bidding. This exception to the competitive bid process is consistent with state statute that allows state contracts for construction not exceeding \$30,000 to be made without competitive sealed bidding.

Purchases shall not be artificially divided so as to constitute a smaller purchase and thereby circumvent the competitive bidding requirements.

The City Council, by a two-thirds vote, may waive required competitive bidding prior to or at the time of purchase or entry into a contract. Requests for bid waivers shall be made only when goods or services are proprietary (i.e. sole source), where standardization is necessary or desirable (e.g. personal computers, furniture), in emergencies as defined herein or when it is in

the best interests of the City to do so. The City Council may also direct that any other purchase or contract, in addition to what is required above, be competitively bid.

The City Council shall have the authority to reject all competitive bids or parts of those bids when the public interest will be served thereby.

F. Request for Proposal

Competitive bidding is not always the most appropriate purchasing process. For the procurement of professional services, where the services of individuals possessing a high degree of professional skill and where the education, experience or character of the individuals are significant factors in determining their ability to meet the City's needs, a different selection process is utilized. When professional services are being sought for a project whose results are known, such as audit services, a request for proposal (RFP) shall be utilized. A request for proposal is written around performance standards rather than a description of a product. The proposal procedure shall include appropriate notice to potential providers of that service in the open market. The City Council, however, by majority vote may waive these proposal requirements in any case that they otherwise apply.

Providers of architectural, engineering and land surveying services will be selected in accordance with the State of Illinois Local Government Professional Services Selection Act (50 ILCS 510), on the basis of demonstrated competence and qualifications for the type of services required, at fair and reasonable compensation.

Procurement of all professional services shall be reviewed at a minimum of once every four years by staff and the appropriate standing Council committee. Such services shall include, but not limited to, audit, insurance brokerage, engineering, legal, banking, inspection, mosquito abatement, and real estate.

G. Contracts

From time to time, contracts are entered into by the City Council for essential services. Such contracts are often the result of a competitive bid or RFP process or a bid waiver. A contract is a legal obligation of the City and must be on terms acceptable to the City Council. To ensure that the contract provisions as set by the City staff and the vendor are in the best interests of the City and are legally accurate, the City Attorney shall review and approve the contract prior to execution.

Contracts are required for professional services, construction projects and purchases of goods exceeding \$20,000. All contracts must have terms such as length of service, fees, description of services to be provided and deliverable product clearly defined. Procedures for applying for cost overruns of the contract must also be specifically defined.

The City Clerk's office retains all original contracts.

H. Change Orders

Subsequent to entering a contract, change orders may become necessary. The City Manager shall approve all change orders up to \$20,000. Any change order, singularly or in aggregate, in excess

of \$20,000 must be reviewed by the appropriate Council committee and approved by the City Council.

I. Fixed Asset Policy

A fixed asset policy is established to insure compliance with governmental financial reporting standards and to safeguard City assets. Fixed assets shall include land, buildings, machinery, equipment and vehicles with a life expectancy of one year or more. To be included in this definition, the capitalization threshold of the asset or minimum value of the asset at the time of acquisition is established at \$15,000. Roads, streets, bridges and similar infrastructure shall be capitalized pursuant to Government Accounting Standards Board (GASB) Statement 34.

J. Approval Authority

The City Manager is authorized by City ordinance to make, in the ordinary course of business, all purchases of materials, supplies and services necessary for the City as provided for in the annual budget; provided that on purchases of more than \$20,000, the City Manager shall first procure the approval of the Council before making such purchases. Regarding purchases of \$20,000 or less, not in the budget and not emergency, the appropriate standing committee of the Council may, prior to such purchase being made, review same and by majority vote, veto such proposed purchase. In the event of such a veto, the committee shall so report and recommend to the Council. If the Council shall concur in the committee's recommendation, then such purchase shall not be made; if the Council shall not concur in the committee's recommendation, such purchase may be made.

Within the City Manager's \$20,000 authority, the following approval limits are established.

<u>Up to \$500</u>	Superintendents and Managers
<u>\$501-\$5,000</u>	Department Heads, Assistant Directors, Deputy Police Chiefs, Deputy Fire Chief
<u>\$5,001-\$20,000</u>	City Manager
<u>\$20,001 & Above</u>	City Council

K. Accounts Payable Review Approval Process

When an invoice has been reviewed, attached to back-up such as receiving documents and purchase order, and has been approved at the appropriate level, the invoice is sent to the Accounts Payable Clerk to be processed for payment. After processing, all invoices are reviewed by the Finance Director, or the Assistant Finance Director in the Finance Director's absence. An accounts payable list is developed every two weeks, to be approved by the City Council at each regular City Council meeting. In the event there are five weeks in a month, the second accounts payable of the month will cover three week's activity. Accounts payable checks are issued the Thursday following the approval of the accounts payable list by the City Council.



CITY OF ELMHURST
209 NORTH YORK STREET
ELMHURST, ILLINOIS 60126-2759
(630) 530-3000
FAX (630) 530-3014
www.elmhurst.org

THOMAS D. MARCUCCI
MAYOR
PATTY SPENCER
CITY CLERK
CHARITY S. PIGONI
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

MEMORANDUM

To: Mayor Marcucci and Members of the City Council
From: Thomas P. Borchert, City Manager
Date: April 21, 2008
Re: Certificates of Occupancy, Assessor's Process of Assessing and Model Home Exemptions

In response to requests for information regarding the referenced subjects, this office has requested the York Township Assessor's Office to provide explanatory information.

Attached please find correspondence from York Township Assessor, Deanna Wilkins, relative to the subjects. In addition, Ms. Wilkins concludes that if there are further questions, they can be directed to the York Township Assessor's Office.

Thomas P. Borchert
T.P.B.

TPB/pd
Attachments

cc: Department heads
Attorneys
Press

Copies To All
Elected Officials

04-21-08



YORK TOWNSHIP ASSESSOR

DEANNA WILKINS

1502 S. MEYERS ROAD
LOMBARD, ILLINOIS 60148
(630) 627-3354 FAX (630) 627-3022
WWW.YORKASSESSOR.COM

Mr. Bruce B. Dubiel
Building Commissioner
City of Elmhurst
209 N. York Street
Elmhurst, IL 60126

RECEIVED

APR 17 2008

CITY OF ELMHURST
BUILDING DEPARTMENT

Dear Mr. Dubiel,

Per your request, here is a brief synopsis on how the Assessor's Office values New Homes.

The process of assessing a New Home begins with the issuance of a Building Permit from the Municipality. After the permit is received by our office, we create a new Property Record Card. Next, blueprints are obtained from the City, and we make a drawing of the home and note all characteristics.

The property will be visited by our Deputy Assessor during its construction to note progress. When it appears that the home is Substantially Complete (per State Statute attached), our office will then put an assessment on the property, regardless of a Certificate of Occupancy.

Builders have the right to file for a Model Home Exemption per State Statute. This type of exemption is handled at the County level and not by our office. A Model Home Exemption overrides the new Building Value, resulting in a Land Value only.

Should you have any further questions, please do not hesitate to call our office.

Sincerely,

A handwritten signature in cursive script that reads "Deanna Wilkins". The signature is written in dark ink and is positioned above the printed name.

Deanna Wilkins

ctions 10-110

Amended by

not using cash value of property Illinois Property Tax Act, 286, 286 allowed 226 1313, of 2 N.E.2d

the property is with Section 10-110 such other classification board. If not

ment years

years. On or in all counties on as he or she year in counties such county is in Sections 9-180 reasonably can in s, the assessor, id determine as erty listed for as provided in 34% of its fair 10-110 through ordance with a if Article IX of deputy shall set se the assessed essed value of ation in a sepa

that using cash value of property Illinois Property Tax Act, 286, 286 allowed 226 1313, of 2 N.E.2d

200/9-160. Valuation in years other than general assessment years

§ 9-160. Valuation in years other than general assessment years. On or before June 1 in each year other than the general assessment year, in all counties with less than 3,000,000 inhabitants, and as soon as he or she reasonably can in counties with 3,000,000 or more inhabitants, the assessor shall list and assess all property which becomes taxable and which is not upon the general assessment, and also make and return a list of all new or added buildings, structures or other improvements of any kind, the value of which had not been previously added to or included in the valuation of the property on which such improvements have been made, specifying the property on which each of the improvements has been made, the kind of improvement and the value which, in his or her opinion, has been added to the property by the improvements. The assessment shall also include or exclude, on a proportionate basis in accordance with the provisions of Section 9-180, all new or added buildings, structures or other improvements, the value of which was not included in the valuation of the property for that year, and all improvements which were destroyed or removed. In case of the destruction or injury by fire, flood, cyclone, storm or otherwise, or removal of any structures of any kind, or of the destruction of or any injury to orchard timber, ornamental trees or groves, the value of which has been included in any former valuation of the property, the assessor shall determine as near as practicable how much the value of the property has been diminished, and make return thereof.

Beginning January 1, 1996, the authority within a unit of local government that is responsible for issuing building or occupancy permits shall notify the chief county assessment officer, by December 31 of the assessment year, when a full or partial occupancy permit has been issued for a parcel of real property. The chief county assessment officer shall include in the assessment of the property for the current year the proportionate value of new or added improvements on that property from the date the occupancy permit was issued or from the date the new or added improvement was inhabitable and fit for occupancy or for intended customary use until December 31 of that year. If the chief county assessment officer has already certified the books for the year, the board of review or interim board of review shall assess the new or added improvements on a proportionate basis for the year in which the occupancy permit was issued or the new or added improvement was inhabitable and fit for occupancy or for intended customary use. The proportionate value of the new or added improvements may be assessed by the board of review or interim board of review as omitted property pursuant to Sections 9-265, 9-270, 16-50 and 16-140 in a subsequent year on a proportionate basis for the year in which the occupancy permit was issued or the new or added improvement was inhabitable and fit for occupancy or for intended customary use if it was not assessed in that year.

P.A. 88-455, Art. 9, § 9-160, eff. Jan. 1, 1994. Amended by P.A. 89-412, § 5, eff. Nov. 17, 1995; P.A. 91-486, § 5, eff. Jan. 1, 2000.

200/9-165. Definitions

§ 9-165. Definitions. As used in Sections 9-160 and 9-180:

- "Municipality" means a city, village or incorporated town.
"Governing body" means (a) the corporate authorities of a municipality with respect to territory within its corporate limits and (b) the county board with respect to territory in

the county not within the corporate limits of any municipality.

"Occupancy permit" means the certificate or permit, by whatever name denominated, which a municipality or county, under its authority to regulate the construction of buildings, issues as evidence that all applicable requirements have been complied with and requires before any new, reconstructed or remodeled building may be lawfully occupied.

P.A. 88-455, Art. 9, § 9-165, eff. Jan. 1, 1994. Amended by P.A. 91-357, § 61, eff. July 29, 1999; P.A. 91-486, § 5, eff. Jan. 1, 2000.

P.A. 91-357, the First 1999 General Revisory Act, amended various Acts to delete obsolete text, to correct patent and technical errors, to revise cross references, to resolve multiple actions in the 90th General Assembly, and to make certain technical corrections in P.A. 90-567 through P.A. 90-810.

P.A. 91-486 included the amendment by P.A. 91-357.

200/9-170. § 9-170. Repealed by P.A. 89-412, § 95, eff. Nov. 17, 1995

200/9-175. Owner on assessment date

§ 9-175. Owner on assessment date. The owner of property on January 1 in any year shall be liable for the taxes of that year, except that when coal has been separated from the land by deed or lease, the owner or lessee of the coal shall be liable for the taxes on the coal in the year of first production and each year thereafter until production ceases. Subject to the provisions of Section 20-210 for payment of current taxes on a specified part or undivided share of property, in all cases of property having more than one owner as of January 1 of any year, each owner is liable jointly and severally in any action under Section 21-440 for all taxes of that year. P.A. 88-455, Art. 9, § 9-175, eff. Jan. 1, 1994.

200/9-180. Pro-rata valuations; improvements or removal of improvements

§ 9-180. Pro-rata valuations; improvements or removal of improvements. The owner of property on January 1, also shall be liable, on a proportionate basis, for the increased taxes occasioned by the construction of new or added buildings, structures or other improvements on the property from the date when the occupancy permit was issued or from the date the new or added improvement was inhabitable and fit for occupancy or for intended customary use to December 31 of that year. The owner of the improved property shall notify the assessor, within 30 days of the issuance of an occupancy permit or within 30 days of completion of the improvements, on a form prescribed by that official, and request that the property be reassessed. The notice shall be sent by certified mail, return receipt requested and shall include the legal description of the property.

When, during the previous calendar year, any buildings, structures or other improvements on the property were destroyed and rendered uninhabitable or otherwise unfit for occupancy or for customary use by accidental means (excluding destruction resulting from the willful misconduct of the owner of such property), the owner of the property on January 1 shall be entitled, on a proportionate basis, to a diminution of assessed valuation for such period during which the improvements were uninhabitable or unfit for occupancy or for customary use. The owner of property entitled to a diminution of assessed valuation shall, on a form prescribed by the assessor, within 90 days after the destruction of any improvements or, in counties with less than 3,000,000 inhabitants within 90 days after the township or multi-township

whose value is not greater than the replacement value of the materials being replaced. Maintenance and repairs, as those terms are used in this Section, to property that enhance the overall exterior and interior appearance and quality of a residence by restoring it from a state of disrepair to a standard state of repair do not "materially alter the existing character and condition" of the residence. (Source: P.A. 90-788, eff. 8-14-98.)

Division 3: Residential developments

(35 ILCS 200/10-25)

Sec. 10-25. Model homes, townhomes, and condominium units. If the construction of a single family dwelling is completed after December 29, 1986 or the construction of a single family townhome or condominium unit is completed after the effective date of this amendatory Act of 1994, and that dwelling, townhome, or condominium unit is not occupied as a dwelling but is used as a display or demonstration model home, townhome or condominium unit for prospective buyers of the dwelling or of similar homes, townhomes, or condominium units to be built on other property, the assessed value of the property on which the dwelling, townhome, or condominium was constructed shall be the same as the assessed value of the property prior to construction and prior to any change in the zoning classification of the property prior to construction of the dwelling, townhome or condominium unit. The application of this Section shall not be affected if the display or demonstration model home, townhome or condominium unit contains home furnishings, appliances, offices, and office equipment to further sales activities. This Section shall not be applicable if the dwelling, townhome, or condominium unit is occupied as a dwelling or the property on which the dwelling, townhome, or condominium unit is situated is sold or leased for use other than as a display or demonstration model home, townhome, or condominium unit. No property shall be eligible for calculation of its assessed value under this Section for more than a 10-year period. If the dwelling, townhome, or condominium unit becomes ineligible for the alternate valuation, the owner shall within 60 days file with the chief county assessment officer a certificate giving notice of such ineligibility.

For the purposes of this Section, no corporation, individual, sole proprietor or partnership may have more than a total of 3 model homes, townhomes, or

condominium units at the same time within a 3 mile radius. The center point of each radius shall be the display or demonstration model that has been used as such for the longest period of time. The person liable for taxes on property eligible for assessment as provided in this Section shall file a verified application with the chief county assessment officer on or before (i) April 30 of each assessment year for which that assessment is desired in counties with a population of 3,000,000 or more and (ii) December 31 of each assessment year for which that assessment is desired in all other counties. Failure to make a timely filing in any assessment year constitutes a waiver of the right to benefit for that assessment year. (Source: P.A. 91-347, eff. 1-1-00.)

(35 ILCS 200/10-30)

Sec. 10-30. Subdivisions: counties of less than 3,000,000.

(a) In counties with less than 3,000,000 inhabitants, the platting and subdivision of property into separate lots and the development of the subdivided property with streets, sidewalks, curbs, gutters, sewer, water and utility lines shall not increase the assessed valuation of all or any part of the property, if:

- (1) The property is platted and subdivided in accordance with the Plat Act;
- (2) The plating occurs after January 1, 1978;
- (3) At the time of platting the property is in excess of 10 acres; and
- (4) At the time of platting the property is vacant or used as a farm as defined in Section 1-60.

(b) Except as provided in subsection (c) of this Section, the assessed valuation of property so platted and subdivided shall be determined each year based on the estimated price the property would bring at a fair voluntary sale for use by the buyer for the same purposes for which the property was used when last assessed prior to its platting.

(c) Upon completion of a habitable structure on any lot of subdivided property, or upon the use of any lot, either alone or in conjunction with any contiguous property, for any business, commercial or residential purpose, or upon the initial sale of any platted lot, including a platted lot which is vacant: (i) the provisions of subsection (b) of this Section shall no longer apply in determining the assessed valuation of the lot, (ii) each lot shall be assessed

MEMORANDUM

To: Mayor Marcucci and Members of City Council

From: Thomas P. Borchert, City Manager

Date: January 3, 2008

Re: **Alderman Shea's 12/13/07 Questions Regarding Superior Ambulance Building**

Attached to this memorandum please find:

- a copy of the 12/13/07 referenced memo;
- a copy of 12/05/07 memo from this office in response to the questions raised at the November 19, 2007 City Council meeting;
- a copy of the Request for Public Records FOIA request referenced in Alderman Shea's memo and materials copied in response thereto;
- Elmhurst Building Department permit fees summary table;
- Character Counts in Elmhurst, website.

Answers to Alderman Shea's five questions follow:

Question #1: There were no fees waived. As reported in the 12/05/07 memo, Elmhurst records show that the City of Elmhurst collected \$61,308 for the project at 395 W. Lake Street. The City did not refund any portion of the 7/10/03, four-story building permit, but adjusted the 11/22/05 five-story building permit to a 50% rate after evaluating Building Department and other staff time necessary for the project. Please note that the permits issued for the storm sewer tap, sewer tap, fire meter, elevator, 4" water meter and water tap are noted no charge. In addition, each permit is noted "...the permit fee is one half of the full price. See application for more information", because those permits were included in the building permit fee with the special notes and comments. Also included in the FOIA response were the notes of Mr. Dubiel associated with the \$20,932 permit fee for the City's remaining inspection work on the project.

Question #2: I believe that the proper amount to charge for permit fees on the Superior Ambulance building is the fee collected of \$61,308. Attached within the FOIA response material is a table of permit fees applicable for various fiscal years. A four-story building, plus miscellaneous sewer/water/elevator permits, for a permit issued in July 2003, adds to \$35,250. A five-story building, plus miscellaneous sewer/water/elevator permits, for a permit issued on 11/22/05 adds to \$46,018. The permit fee charged and collected of \$61,308 was calculated to cover the City's plan review time and inspections for the subject building project that was revised from a four-story building in 2003 to a five-story building in 2005.

There are various Elmhurst Municipal Code ordinance references for processes to follow to allow for a refund for fees collected for which services were not provided. In addition, the International Building Code, which is the model code referenced by the Elmhurst Municipal Code, authorizes the building official to establish a refund policy. The Elmhurst City Council, by their approval of Elmhurst Municipal Codes and by their approval of the International Building Code, has provided for a process for staff to follow to provide for refunds for services that were not provided. In addition, the Elmhurst City Council, via unanimous approval of committee report and Proclamation, supports the national Character Counts organization and has thereby provided direction relative to fair and equitable service delivery. The six pillars of character, and specifically the pillar of trustworthiness and fairness, suggest that the City not take advantage of any citizen, taxpayer or contractor doing business with the City.

Question #3: Addison Township offices had earlier provided feedback that is referenced in the City Manager memorandum dated 12/05/07. Mr. Frank Marack, Assistant Addison Township Assessor, called me personally on January 3, 2008 and reiterated the Assessor's Office earlier response. The Assessor received the certificates of occupancy and the Assessor gets what they need when they need it on a monthly basis from the Elmhurst Building Department. Mr. Marack reported, again, that the 2006 assessment is proper and that the 2007 assessment is proper.

Question #4: Elmhurst Building Commissioner, Bruce Dubiel, is responsible for all operations of the Elmhurst Building Department and in that regard has oversight responsibilities for the preparation and distribution of Certificates of Occupancy. The Addison Township Assessor's Office gets those Certificates of Occupancy and, in fact, received Certificates of Occupancy on the subject Superior Ambulance building. The record shows that a temporary occupancy permit for the building shell was issued 8/31/06 (to Assessor's Office), a temporary occupancy permit for the interior remodel of the building was issued 10/09/07 (to Assessor's Office), and a final building and plumbing approval was issued 10/17/07 (not to Assessor's Office). Final processing of the Certificate of Occupancy for this building is pending several engineering items. Upon issuance, the Certificate of Occupancy will be forwarded to the Assessor's Office. There is no loss that needs to be recouped.

Question #5: Mr. Marack reiterated the Assessor's earlier report that past and current E.A.V.'s on the subject property are proper.

In summary, as previously reported, the City building permit fees on this referenced project are justified; there was no incentive offered or fees waived by the City. The Elmhurst Building Department is performing their duties and reporting to the Assessor's Office as appropriate and as requested. The Township Assessor remains convinced their assessments of the subject Superior Ambulance building are proper.

T.P.B.

/pd
Attachments

City of Elmhurst, Illinois Budget Policy and Procedure

City of Elmhurst Municipal Code

Chapter 3 CITY ADMINISTRATION

Section 3.19: Budget policy and procedure.

(a) Establishment. There is hereby established a budget policy and procedure which shall be implemented by the City Manager in the orderly preparation of an annual budget.

(b) Budget Officer. The City Manager shall serve as the Budget Officer for purposes of implementing the budget policy and procedure as set out herein, and shall have the following powers and duties with regard thereto:

1. Permit and encourage and establish the use of efficient planning, budgeting, auditing, reporting, accounting, and other fiscal management procedures in all municipal departments, commissions, and boards.

2. Compile an annual budget in accordance with Section 3.19(c) herein.

3. Examine all books and records of all city departments, commissions, and boards which relate to monies received by the city, city departments, commissions, and boards, and paid out by the city, city departments, commissions, and boards, debts and accounts receivable, amounts owed by or to the city, city departments, commissions and boards.

4. Obtain such additional information from the city, city departments, commissions, and boards as may be useful for purposes of compiling a city budget, such information to be furnished by the city, city departments, commissions, and boards in the form required by the City Manager. Any department, commission or board which refuses to make such information as is requested of it available to the City Manager shall not be permitted to make expenditures under any subsequent budget for the city until such city department, commission, or board shall comply in full with the request of the City Manager.

5. Establish and maintain such procedures as shall insure that no expenditures are made by the city, city departments, commissions, or board except as authorized by the budget.

(c) Compilation and Contents of Budget. The budget shall contain estimates of revenues available to the city for the fiscal year for which the budget is drafted, together with recommended expenditures for the city and all of the city departments, commissions, and boards. Revenue estimates and expenditure recommendations shall be presented in a manner which is in conformity with good fiscal management practices, which practices would include those recommended by the National Council on Governmental Accounting. The budget shall contain actual or estimated revenues and expenditures for the two years immediately preceding the fiscal year for which the budget is prepared. So far as is possible, the fiscal data for such two preceding fiscal years shall be itemized in a manner which is in conformity with the manner in which the budget is presented. Each budget shall show the specific fund or account from which each anticipated expenditure shall be made.

Only that portion of any expenditure under a multi-year contract attributable to the budgeted fiscal year, shall be appropriated by the budget for that fiscal year. Subject to the foregoing, the city may enter into contracts requiring expenditures in more than one year, without prior appropriation by budget of the entire multi-year expenditure under that contract.

City of Elmhurst Municipal Code

Chapter 3 CITY ADMINISTRATION

Section 3.19: Budget policy and procedure. (Continued)

(d) **Passage of Annual Budget and Appropriations Ordinance.** Passage of the annual budget and appropriations ordinance by the corporate authorities shall be in lieu of passage of appropriations ordinance. The annual budget and appropriations ordinance need not be published except in a manner provided for in Section 3.19(h) herein. The annual budget and appropriations ordinance shall be adopted by the corporate authorities before the beginning of the fiscal year to which it applies. Notwithstanding anything else to the contrary in the Elmhurst Municipal Code, the budget and appropriations ordinance shall not be subject to a second reading before passage nor does it require approval of a committee report prior to passage.

(e) **Capital Improvement, Repair or Replacement.** Monies may be accumulated in a separate fund or account for the purpose or purposes of specific capital improvements, repairs, and/or replacements of specific types of municipal equipment or other tangible property, both real and personal. Expenditures from the Capital Improvement, Repair or Replacement fund or account shall be budgeted in the fiscal year in which the capital improvement, repair or replacement will occur. Upon the completion or abandonment of any object for which the Capital Improvement, Repair or Replacement fund or account was inaugurated, then such monies no longer necessary for capital improvement, repair or replacement shall be utilized for general corporate purposes of the municipality and transferred in the accounts of the city for that purpose on the first day of the fiscal year following such abandonment, completion, or discovery of surplus monies.

(f) **Revision of Annual Budget.** By a vote of two-thirds of the members of the corporate authorities then holding office, the annual budget for the municipality may be revised by deleting, adding to, changing or creating subclasses within object classes and object classes themselves. No revision of the budget shall be made increasing the budget in the event funds are not available to effectuate the purpose of the revision.

(g) **Funds for Contingency Purposes.** The annual budget may contain money set aside for contingency purposes not to exceed one percent of the total budget, less the amount set aside for contingency purposes, which monies may be expended for contingencies upon a majority vote of the corporate authorities then holding office.

(h) **Public Inspection, Notice and Hearing on Budget.** The corporate authorities shall make the tentative annual budget conveniently available to public inspection for at least ten (10) days prior to the passage of the annual budget, by publication in form as the corporate authorities may prescribe. Not less than one week after the publication of the tentative annual budget, and prior to final action on the budget, the corporate authorities shall hold at least one public hearing on the tentative annual budget, after which hearing or hearings the tentative annual budget may be further revised and passed without any further inspection, notice or hearing. Notice of this hearing shall be given by publication in a newspaper having a general circulation in the city at least ten (10) days prior to the time of the hearing. (12/2/85; 11/4/91)

R- 17-95

A RESOLUTION ADOPTING A REVENUE POLICY FOR THE CITY OF ELMHURST

WHEREAS, the City Council wishes to provide for an adequate, stable and flexible source of revenues to fund City services demanded by its residents; and

WHEREAS, the City Council believes the best interests of the City and its citizens will be served by maintaining a general fund balance adequate to deal with unforeseeable events and unforeseeable reductions in the City revenue stream; and

WHEREAS, the City Council wishes to ensure that the burden of funding City services is charged and taxed on as fair and equitable basis as is reasonably possible; and

WHEREAS, the City Council wishes to provide for an annual review of its revenue sources and policy to ensure that only that revenue which is reasonably necessary be charged and taxed to its residents in view of the aforesaid principles.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Elmhurst, Du Page and Cook Counties, Illinois that the Revenue Policy Statement, a copy of which is attached hereto as Exhibit "A", is hereby adopted as a policy of the City of Elmhurst.

Approved this 17th day of April, 1995.

Thomas D. Marcucci
Thomas D. Marcucci, Mayor

Adopted this 17th day of April, 1995.

Ayes: 12 Nays: 0

Janev S. Edgley
Janev S. Edgley, City Clerk

Copies To All Elected Officials
4-13-95

**CITY OF ELMHURST
REVENUE POLICY STATEMENT**

1. The City will develop a revenue structure that provides a fair and equitable distribution of both the revenue burden and the benefits from public services, to the private and commercial residents of the City of Elmhurst.
2. The City will maintain diversified revenue sources that will provide both stability of revenue flows to cover basic operational needs and the flexibility to adjust revenue levels and sources as City needs changes.
3. A General Fund balance will be maintained at a level between 25-33% (3 to 4 months) of current projected expenditures.
4. The City will implement user charges and fees, in lieu of other general revenue sources, for services that can be individually identified and where costs are directly related to the level of service.
 - a) The user charges for water and sewer will be sufficient to finance all operating capital and debt services cost, and to maintain an adequate cash balance in the Municipal Utility Fund.
 - b) User charges in the form of permit, license and inspection fees will be established to fund building and code enforcement activities and certain services provided by the Fire Department and Public Works Department.
5. Debt will be limited to 5% of the value of taxable property in the City, per MCO 8.02, and will be used to finance long-lived capital and operating assets. Debt will not be used to finance day-to-day general operating expenditures.
6. The City will project revenues for five years and will update the projection annually as part of the annual budget process. The City will review each revenue source, fund by fund, in light of the proposed expenditure budget, to determine the need for said source to fund City services for the next fiscal year. The City will adjust or eliminate existing revenue sources, add a new revenue source or adjust or eliminate City services based on the review of the proposed revenue and expenditure budget for a given fiscal year.
7. Major revenue sources, their current levels, limits, characteristics and uses are detailed on the attached schedules.

City of Elmhurst
Major Revenue Sources
Fiscal 2009-2010 Proposed Budget

Revenue Source	Current Level	Limit	2009-2010 Revenue Budget Impact *	Characteristics
Property Tax (City Levy Only)	.2639/\$100 EAV (2007 levy)	No legal limit	13.5% of General Fund revenue (\$5,876,020)	<ul style="list-style-type: none"> *most stable revenue source *over 99% collection rate *deductible for federal income tax purposes *broadly based *low administration costs *City can impact
Sales Tax	City portion of State tax = 1%	State law	21.6% of General Fund revenue (\$9,400,000)	<ul style="list-style-type: none"> *fluctuates w/economic conditions *regressive; impacts lower income more than higher income *broadly based *importation possible (people outside the community pay) *low administration costs *City cannot impact
Home Rule Sales Tax	3/4%	None	<ul style="list-style-type: none"> *66.66% credited to General Fund for 7.2% of General Fund revenue (\$3,152,800) *33.33% credited to Capital Improvement Fund for 26.0% of CIP revenue (\$1,576,400) 	<ul style="list-style-type: none"> *fluctuates w/economic conditions *regressive; impacts lower income more than higher income *broadly based *importation possible (people outside the community pay) *possible negative impact on sales of larger ticket items *enacted specifically to pay debt service *low administration costs *City can impact
Hotel/Motel Tax	4%	5%	1.1% of General Fund revenue (\$487,800)	<ul style="list-style-type: none"> *benefits based *narrowly based *importation possible (people outside the community pay) *low administration costs *City can impact
Real Estate Transfer Tax	\$1.50 per \$1,000 of sales price	None	0.9% of General Fund revenue (\$370,100)	<ul style="list-style-type: none"> *narrowly based *fluctuates w/economic conditions *moderate administration costs *City can impact

City of Elmhurst
Major Revenue Sources
Fiscal 2009-2010 Proposed Budget

Revenue Source	Current Level	Limit	2009-2010 Revenue Budget Impact *	Characteristics
Food & Beverage Tax	1%	None	2.1% of General Fund revenue (\$926,100)	<ul style="list-style-type: none"> *fluctuates w/economic conditions *regressive; impacts lower income more than higher income *broadly based *importation possible (people outside the community pay) *moderate administration costs *City can impact
State Income Tax	Distributed on a per capita basis	State law	<ul style="list-style-type: none"> *20% credited to General Fund for 1.8% of General Fund revenue (\$800,000) *80% credited to Capital Improvement Fund for 52.8% of CIP revenue (\$3,200,000) 	<ul style="list-style-type: none"> *broadly based *regressive; impacts lower income more than higher income *deductible for federal income tax purposes *low administration costs *City cannot impact *fluctuates w/economic conditions
Utility Tax				
Telecommunications (1)	6.00%	6%	9.8% of General Fund revenue (\$4,245,900)	<ul style="list-style-type: none"> *broadly based *regressive; impacts lower income more than higher income
Electric	Per kwh	Various		
Gas	\$.015 per therm	None	10.5% of Capital Improvement Fund revenue (\$637,500)	<ul style="list-style-type: none"> *stable monthly income to City *relatively small impact on monthly consumer bill *low administration costs *City can impact
(1) Revenue is split between General Fund (75%) and Capital Improvement Fund (25%).				
Vehicle Sticker Fees	Various as set per Ordinance	None	2.8% of General Fund revenue (\$1,205,000)	<ul style="list-style-type: none"> *broadly based *benefits based *high administration costs *City can impact
Permit Fees (Building and Other)	Various as set per Ordinance	None	Proposed revenue to cover 100% of associated costs (\$2,276,500)	<ul style="list-style-type: none"> *narrowly based *benefits based *moderate administration costs *City can impact

City of Elmhurst
Major Revenue Sources
Fiscal 2009-2010 Proposed Budget

Revenue Source	Current Level	Limit	2009-2010 Revenue Budget Impact *	Characteristics
Rubbish Service Charges	Per contract plus municipal service charge	None	100% of contract expense	*broadly based *benefits based *moderate administration costs *City can impact
Interest Income	Market Dependent	City Investment Policy	0.4% of General Fund revenue (\$180,525)	*income depends on level of cash balances *City can impact within guideline of Investment Policy
Water and Sewer Charges	Per Ordinance	None	95.3% of Municipal Utility Fund revenue (\$11,904,000)	*broadly based *benefits based *high administration costs *City can impact
Parking Fees	Per Ordinance	None	59.6% of Parking Fund revenue (\$521,500)	*narrowly based *benefits based *high administration costs *City can impact
Parking Fines	Per Ordinance	None	28.0% of Parking Fund revenue (\$245,000) (Net of uncollectible)	*narrowly based *benefits based *high administration costs *City can impact

* Revenue source as a % of total fund revenue is based on total revenues less transfers in and bond proceeds.

City of Elmhurst
 Revenue Sources and Services Provided
 By Fund

Revenue Sources	Fund	Services Provided
Property Tax Sales Tax (1% Municipal and Home Rule) Hotel/Motel Tax Real Estate Transfer Tax Food and Beverage Tax State Income Tax (20%) Utility Taxes Vehicle Sticker Fees Licenses and Permits Fines and Penalties Rubbish Service Charges Interest on Investments Miscellaneous	General	Police Protection Fire Protection and Emergency Services (ESDA) Street Maintenance Electrical Forestry Building Maintenance Rubbish Collection Snow Removal Historical Museum Planning, Zoning and Economic Dev. Administration (General, Finance and Legal) Senior/Youth Services Visitor and Tourism
Home Rule Sales Tax State Income Tax (80%) Interest on Investments Telecommunication Tax (portion)	Capital Improvement	Capital Projects Debt Service Street Resurfacing Program
Motor Fuel Tax (State) Interest on Investments	Motor Fuel Tax	Street Maintenance, Electrical and Forestry Personnel
Water Service Charges Sewer Service Charges Interest on Investments Miscellaneous	Municipal Utility	Water Production Lake Michigan Water Water Distribution Watermain Improvements Sanitary Sewer Maintenance Wastewater Treatment Plant Operation Administration
Fine and Penalties Parking Fees Interest on Investments	Parking System	Parking Lot Maintenance Parking Deck Maintenance Debt Retirement



CITY OF ELMHURST
209 N. YORK STREET
ELMHURST, ILLINOIS 60126-2759
(708) 530-3000
FAX (708) 530-3014

THOMAS D. MARCUCCI
MAYOR
JANET S. EDGLEY
CITY CLERK
JAMES A. EKBLAD
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

TO: Mayor Marcucci and Members of the City Council

RE: Economic Incentive Policy

The Finance, Council Affairs and Administrative Services Committee met several times, most recently September 11, 1995, to discuss an economic incentive policy for the City of Elmhurst.

The Finance Committee reviewed the types of incentives the City has offered, and concluded that a policy/philosophy statement for each incentive was more appropriate than one all-encompassing City policy statement. The Committee agreed that economic incentive policy statements should be structured by type (sales tax rebate, private activity bonds) rather than by industry (car dealerships, retail, industrial). The Committee further agreed that each economic incentive request should be addressed on a case by case basis, while taking into consideration precedent from prior economic incentive agreements.

The attached economic incentive policy statement provides the characteristics and recommended City policy/philosophy for each economic incentive currently used by the City. It is the consensus of the Finance Committee that this statement be approved by the City Council.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council approve the City of Elmhurst Economic Incentive Policy Statement.

Respectfully submitted
FINANCE, COUNCIL AFFAIRS AND
ADMINISTRATIVE SERVICES
COMMITTEE

Janice A. Vanek /MP
Janice A. Vanek, Chairman

Paul Fichtner /MS
Paul Fichtner

James J. Parker, Vice-Chairman

Carol J. Lenardi /MP
Carol J. Lenardi

Copies To All
Elected Officials
9-28-95

**City of Elmhurst
Economic Incentive Policy Statement**

<u>Economic Incentive</u>	<u>Characteristic/Comments</u>	<u>City Policy/Philosophy</u>
1. Private Activity Bonds	<ul style="list-style-type: none"> . \$50 per capita . for industrial development; . multi-family housing; single family housing for first-time homebuyers; mortgage credit certificate . no liability to the City . user fee revenue available . must be used by May 1 each year or reverts to State . need to advertise availability-EEDC, Front Porch, Chamber . tax-exempt bonds/lower interest rate . federal program administered through the State 	<p>To promote 1) industrial expansion and new jobs in Elmhurst; 2) multi-family housing; 3) single family housing for first-time homebuyers; and 4) mortgage credit certificate. Allocate to highest bidder if not used in Elmhurst. EEDC will continuously advertise and promote program.</p>
2. Tax Increment Financing (TIF)	<ul style="list-style-type: none"> . governed by legal requirements; "but for" test . state program . minimal impact on tax payers . does impact other taxing districts during life of TIF . City is the only taxing body that can create property wealth which benefits all taxing bodies . leverages local \$'s against outside \$'s (the TIF increment) 	<p>To develop areas meeting TIF criteria i.e. "but for TIF" may not be developed.</p>
2a. TIF Incentives	<ul style="list-style-type: none"> . funded by TIF increment dollars . city program . facade program (grants to renovate buildings and bring up to code, must pass architectural review) . public/private partnership 	<p>a case by case program.</p>

5
file

Economic Incentive

Characteristic/Comments

City Policy/Philosophy

3. Sales Tax Rebate

- . City program
- . on future sales tax revenue
- . no cost to City
- . no exposure to City
- . justified on a case by case basis
- . annual rebate (not monthly or quarterly)
- . limited durations in time and cap in \$'s
- . a way to attract significant sales tax generating businesses to Elmhurst
- . have only extended program to new businesses
- . need significant sales volume to consider

To attract new significant sales tax generating businesses to Elmhurst, determined on a cases by case basis.

4. Loan

- . limited use
- . case by case justifications
- . factors considered include historical significance and potential sales tax generation.

a case by case limited program.

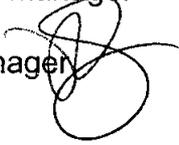


CITY OF ELMHURST
209 NORTH YORK STREET
ELMHURST, ILLINOIS 60126-2759
(630) 530-3000
www.elmhurst.org

Attachment 6-

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

MEMORANDUM

To: Thomas P. Borchert, City Manager
From: Valerie Johnson, HR Manager 
Date: November 20, 2009
Re: Idea Committee Status Update

As you know, the City's management and labor workforce culture continues to evolve, and ideas are expected, encouraged, and welcomed from all levels of the organization. This is true whether the City is experiencing favorable times or it is faced with challenging times, as is the current reality. The formalization of the Idea Committee earlier this year, in anticipation of very difficult financial times, was beneficial on several fronts. The committee encouraged staff to participate in actively generating many ideas as a way to find solutions to the revenue short falls. It also provided the opportunity for a "Medici Effect," a method of finding intersections where employees were exposed across department lines; they interacted to correct false assumptions, challenged the status quo, and creatively reviewed all City operations with the goal of combining resources for improved efficiencies and savings. Department by department participated in brainstorming exercises designed to produce as many and as wild of ideas as possible. After bringing the ideas together and building upon them, without passing judgment, the ideas were vetted.

Adjudication is one of the significant ideas that came out of the process. It is currently being implemented and will provide the City the opportunity to adjudicate parking tickets and code enforcement citations, on location in the City Council Chambers by an experienced Hearing Officer who understands the complexities and merits of effective enforcement. Improved code compliance and financial bottom line numbers are anticipated

The Big Ideas Committee shared the disposition and response of all the suggestions with the rest of the organization. The list was posted on bulletin boards throughout the City and discussed within departments. To illustrate the magnitude of the committee's review, the initial suggestion list is attached. Idea boxes are located in many of the departments for continued use and the Idea Committee will continue to meet, vet ideas, and forward ideas judged worthy of further consideration to the management team. The Idea Committee continues its work and per your direction understands the committee will remain in "active status" for the foreseeable future.



**IDEA COMMITTEE SUGGESTIONS
AS OF 6/17/2009**

No.	Suggestion	Date Collected	Disposition/Response
BUILDING			
Charges/Fines/Permits/Copies (#71, 47, 48)			
71	Review of ticket fines - municipal, zoning & construction	3/16/09	Police response - Agree \$75 goes to \$150
47	Charge for copies made for surveyors, City maps, etc.	3/12/09	PW - staff will charge same fees as outlined in the City FOIA request.
48	If proper inspections/permits are not issued before work, fines should be issued. We're more than kind by giving continued warnings to our builders - they should be ticketed. Too many missed, cancelled, and rescheduled inspections should be charged.	3/12/09	PW response - If staff finds a builder working without a permit, the work is stopped and the builder is charged double the original permit fee. Missed/canceled and rescheduled inspection fines are handled through the building department. In general, staff warns builders/contractors once or twice and subsequent violations are assessed fines/double permit fees.
FIRE			
3	Comp time instead of overtime.	3/12/09	
5	Raise billing costs of car fires and extrication calls.	3/12/09	Currently we charge non-residents \$200 for car fires and \$400 for extrications. This charge follows state law pertaining to charges for Hazardous Materials Response.
6	Expand the fire district to Oak Dale Woods (Old Grand Ave.) Those people are not happy with Bensenville. We already are protecting Crown Estates area.	3/12/09	The City has had numerous discussions with the Bensenville Fire Protection District #1 and ONLY the residents of the current area that we cover had requested that we continue to protect. The whole district has had trouble funding its obligation to be both Elmhurst and Bensenville Fire Protection District #2 which covers the area in question.
FINANCE			
Cut City Hall Hours (#9, 68, 72)			
9	More employees on 72 hour periods. Close City Hall on Friday afternoons to help get more employees on the reduced hours. Theory is that Friday afternoons would be a day most employees ask to have off & would help with coverage. Downside is that it is same day our residents would probably have off work. Do we want to send the message that we start our weekends early?	3/12/09	Evaluate cost savings, service disruption and efficiency. We are evaluating.

**IDEA COMMITTEE SUGGESTIONS
AS OF 6/17/2009**

No.	Suggestion	Date Collected	Disposition/Response
FINANCE (Continued)			
68	Four 9-hour days (36 hours) - close City Hall 1/2 day Friday (4 hours). This would provide employees with 40 hour work week, but they would have an (what is seen as an) "extra" 1/2 hour off each week, without a cut in pay. The only change to departments that currently work a 36 hour work week would be that the 1/2 day they have off would be Friday instead of whatever day they currently take.	3/16/09	Evaluate cost savings, service disruption and efficiency. We are evaluating.
72	Reduce hours of all City Hall staff to 36 hours. Share staff resources by cross training across department lines and moving staff to assist as supply and demand allow, i.e. when the building department is slow have staff assist in other areas, such as engineering, vehicle sticker or the Clerk's office.	3/20/09	Evaluate for potential implementation and cost savings We are evaluating.
7	Paperless payroll - no deposit slips . Will require kiosks for employees who do not have computer access + additional software purchases.	3/12/09	Savings - low impact - minimum savings possible with implementation with intranet development. We are evaluating.
10	Management level employees who receive OT pay?(PW depts. - I think this only applies to broken water mains and snow removal)	3/12/09	Research - determine policy. We are reviewing practice and policy.
11 37b	Only dismiss parking tickets for 1st offense (if a dismissal must be given at all). Ordinance for getting a new vehicle sticker is 30 days not 45. Do not dismiss or reduce a ticket or late fees for not having a vehicle sticker if the sticker itself hasn't been purchased. Do not reduce fines (we are currently reducing a \$50 fine to \$25 and further to \$12.50). Consider billing for vehicle sticker in the beginning of the year with water bill.	3/12/09	Savings not realized if court costs/attorneys dismissed if purchased. No dismissal for 1st offense unless extraneous circumstance. Not automatic dismissal \$25 to \$12.50 still reduce \$25 - 5/1-5/31 \$50 June TT/Chris reviewing \$50to \$25 New residence discount 45 days - ordinance-30 days. Judgement-buffer-courtesy-minimal savings. Prior to May 1st cost \$36-\$45. Allows for new resident packets to be mailed out and received.

**IDEA COMMITTEE SUGGESTIONS
AS OF 6/17/2009**

No.	Suggestion	Date Collected	Disposition/Response
FINANCE (Continued)			
79	Calculate overtime only on hours worked; don't include hours not worked in the 40 hour accumulation needed before overtime kicks in. Currently overtime is calculated on 40 hours regardless of whether or not they are worked hours. An employee could work 32 hours, take 1 day personal time due, then work 4 hours overtime and get paid time and a half. The idea would be to change the way overtime is calculated to when an employee takes a sick day, personal, or vacation day, time and a half pay would only apply after the employee worked 40 hours in the week.	3/30/09	Policy review. We are evaluating.
80	Limit senior vehicle sticker discounts to two per household	4/1/09	Review - minimal impact. We are evaluating.
12	Are we on "the upside" of what we are charging for city services? Permits, fees, recycling containers, City and Museum merchandise, tree removal, sidewalk repairs, even vending machines? We gave the recycling containers to all residents at the beginning of the program, if the original owner took it, the new owner needs to pay for one or get the original owner to give it back	3/12/09	Policy review - recycling containers to new residents - get one free. Permit fees are reviewed on a regular basis. Vending machines - City Hall can be increased-we own machine. All others are owned by company and we do not have control over them. Building fees tied to CPI and automatically increased. Tree removal-bids-removal-sidewalks formula for pay.
13	We're paying the municipal tax on some of our own utilities. Being a tax exempt entity, should we?	3/12/09	We get it back. Continue to try to work with utility companies to remove but we get it all back.
14	Can the Museum budget be taken out of the City's? Reduce their hours.	3/12/09	All City programs and services have been and are being evaluated on a continuous basis.
15	Charge a fee for filling swimming pools	3/12/09	Elmhurst does not fill pools. We charge for water and water and sewer rates are applied to every sewer gallon used by residents.
16 35d	Special events should pay for City services. Parades, fests, concerts, They all make money and it costs the City. Charge for block parties	3/12/09	Council approved block parties without charges. Special events use City services. Economic-community relations-intrinsic value-cultural investment-support of not for profit organizations.
17	No vehicle allowance, i.e. payment of gas costs by employee.	3/12/09	IRS allows personal car for business. No allowance or mileage reimbursement.
18	All employee % decrease in hourly pay and/or 5/1/09 increase.	3/12/09	Contractual issues.
19	Look into cell phone contract.	3/12/09	Reviewed regularly.
46	Garage sale permits - people call into the switchboard and ask (assume it is something we already charge), perhaps other municipalities are already charging)	3/12/09	Policy review - survey.

**IDEA COMMITTEE SUGGESTIONS
AS OF 6/17/2009**

No.	Suggestion	Date Collected	Disposition/Response
HR & FINANCE			
20	Suspend tuition reimbursement.	3/12/09	Contractual issues.
21 28	Suspend sick day payout. Do we have the ability to change policy on amount of sick time accrued and what is being paid out? Perhaps we could lower from 1/month	3/12/09	Contractual issues. Police response - new employees
22	Wellness screenings self-pay or refer employees to their own doctors since screenings take City time to set-up & plan.	3/12/09	Cost/benefit - identify.
23	Reduce life insurance benefit to reduce premiums	3/12/09	Contractual - low impact cost savings.
24 29	Greater premium share for employees with health and dental insurance and/or re-open vendor renewal agreements to change benefit levels to lower total premiums. Do we have the ability to change percentage City is paying on any benefits?	3/12/09	Contractual - increases occur as needed. Reviewed annually.
25	Suspend service award gifts and issue certificates only.	3/12/09	Policy decision - \$8,000 to \$10,000/year. Review.
26	Suspend all non-essential training, i.e. keep training for emergency personnel and safety issues only.	3/12/09	Review City-wide/department training budgets - training committee review. Currently continuous reviewing of training opportunities.
4	Get our own paramedics and collect fees Long-term payoff care and financially.	3/12/09	Reviewed regularly. Costs associated with our own paramedics would cost the City of Elmhurst more money even counting collected fees.
30	Are other municipalities around us talking with the unions and asking for help/ideas to cut costs?	3/12/09	Yes.
31	Reduce conference, seminar, meeting attendance (we should send 1 employee instead of 3 and report back)	3/12/09	Review practice - establish guidelines? Implemented current practice - reviewed with every budget.
32 70	Take pizzas & cakes out of the City budget. No meals served for training, in-service days, anniversaries. Free coffee, paper plates, cup & plastic ware aren't a necessity. Would a coffee vending machine be most cost effective? No City bought coffee. Dept. purchase their own.	3/12/09	Review City-wide practices/costs. Already reduced - practices are being reviewed.
69	Copying things as 2-sided instead of single sided would save paper and ultimately \$\$\$. Copiers can be set to make default 2-sided and if you wanted 1 sided you would have to override it. A minor change that would result in savings-just something we'd have to get used to.	3/25/09	Reviewing.
36f	Freeze on hiring any new personnel.	3/12/09	In process - implemented

**IDEA COMMITTEE SUGGESTIONS
AS OF 6/17/2009**

No.	Suggestion	Date Collected	Disposition/Response
POLICE			
34	Increase revenue for the following:		
34a	Administrative tow fee.	3/12/09	Council policy review.
34b	Ordinance for writing P-tickets for certain violations (equip., exp. Plates, etc.)		Pending.
34c	Red light cameras.	3/12/09	City Council Policy Decision.
35	Increase fees for certain police services above and beyond basic police mission for the following:	3/12/09	
35a	Animal traps and disposal.	3/12/09	Council policy review.
35b	Lock-outs.	3/12/09	Council policy review.
35c	Fingerprinting services.	3/12/09	Already done.
35e	Peer jury administrative fee for juvenile violator.	3/12/09	Minor dollar amount - not recommended.
35f	Increase fees for records reports.	3/12/09	Limited by statute.
35g	Increasing parking fines.	3/12/09	Council policy review.
35h	Truck enforcement.	3/12/09	Available now - will not do on full-time basis.
35i	ATM machines in lobby of police stations.	3/12/09	Needs research - this could cost us money.
35j	Seek reimbursement/payment on high profile cases for officer OT (false police reports, lengthy perimeters & operations, etc.)	3/12/09	Already done.
36	Expense cuts for the following:		
36a	No out of state conferences.	3/12/09	Done.
36b	Temporarily cut back on programs.	3/12/09	Done.
36c	Cut back on traffic enforcement.	3/12/09	Done.
36d	Temporarily cut back on DARE or seek funding from school budget.	3/12/09	No - Chief's decision to continue.
36e	Phase out third Sgt. per shift. Freeze on promotions until economy improves.	3/12/09	No - Chief's decision on department table of organization.
36g	Only one Sgt. works holidays.	3/12/09	Done - same agreement as union.
36h	Eliminate holiday pay above minimum required manpower.	3/12/09	Agreement with union.
36i	School crossing guards turned over to school district.	3/12/09	No.
37	Restructuring of operations.	3/12/09	Need clarification.
37a	Permanent truck officer/train a part-time officer for this function on a part-time basis.	3/12/09	No - personnel deployment.
37c	Change squad cars out at later than normal date.	3/12/09	No - safety issue.
37d	Buy more economical sized cars.	3/12/09	No - minimal savings.
37e	Put freeze on hiring and critically examine units with dept. to trim off extra fat to supplement shortage. Consider need vs. luxury.	3/12/09	Done.
37f	12 hour shifts (eliminate some court pay & reduce hire back).	3/12/09	No - generally increases costs - other negatives.

**IDEA COMMITTEE SUGGESTIONS
AS OF 6/17/2009**

No.	Suggestion	Date Collected	Disposition/Response
POLICE (Continued)			
37g	Use forfeiture vehicles in good shape as COPP & detective vehicles.	3/12/09	Done.
38	This doesn't seem like the time to be giving our police cars a new design.	3/12/09	Minimal costs - only done on new vehicles.
33	Could surveillance vehicles be rentals?	3/12/09	Police - no - use forfeiture vehicles. PW - the general industry standard is to not lease vehicles that you will keep over 4 years. The City keeps it pickup trucks for a minimum of 10 years and there is a year round need for pickup trucks.
PUBLIC WORKS			
1	Let the fire stations go back to cutting their own grass. Cut out the outside contractor.	3/12/09	Current contract costs \$912 per year to mow and maintain landscaping at two Fire Dept. sites. There would be little savings to take this in-house and Fire Dept. would have to buy equipment to support mowing and landscape maintenance (mowers, tools, etc.)
78	Hired firm for a tree survey with Kramer Tree Service for \$100,000?	3/26/09	
2 60	Look at/cut uniform cleaning. Uniform allowance.	3/12/09	Fire Dept. - does not fund cleaning of uniforms but does provide a washer and dryer at each station so firefighters can clean their uniforms at the fire station per OSHA/NFPA regulations and standards. Uniform allowance for each firefighter is \$300/year per CBA. This figure is based on each firefighter being able to maintain presentable work uniforms as well as a formal dress uniform. Public Works - the provision of uniforms is included in the agreement between the City and Local 150. The City would be open to discussing the issue with the union.
39	Could we get rid of a night shift and only use an on-call program or use a winter and summer schedule for night shift?	3/12/09	The only PW department night shift is the mechanic's operation. By moving the night shift to the day, the work would still cost the same to be completed, unless positions are eliminated or some of the work is contracted out.

**IDEA COMMITTEE SUGGESTIONS
AS OF 6/17/2009**

No.	Suggestion	Date Collected	Disposition/Response
PUBLIC WORKS (Continued)			
40 53	Stop the summer PT worker program.	3/12/09	<p>The summer worker program provides the department with unskilled labor to accomplish tasks. The cost per summer worker is \$8.50 per hour compared to the minimum full-time labor cost of \$19.08 plus benefits (40%). Filling potholes, painting curbs, planting flowers, etc. with summer helpers saves approximately \$18.21/hr. On average, during the summer, the PW dept. hires 26 employees who work 400 hours each. This represents a savings of \$189,384 per year to the City.</p> <p>Engineering summer employees assist with the 5 mile contract paving project. Without summer employees the project size and communication with the residents would need to be reduced.</p>
Fleet (#41, 42, 43, 44, 61)			
41 61	Do we have the ability to reduce the number of vehicles in fleet or reduce use? Do employees drive City vehicles home at night? Currently we have approximately 15 Detective and Admin. vehicles going home each night. Could we change over to a vehicle pool and only take a car home if on call that night? Do not take City vehicles home.	3/12/09	Staff is constantly examining the vehicle needs of the City and adjusting the fleet size. The Superintendents provided with City vehicles are on call seven days a week to respond to emergencies. The vehicles contain emergency lighting, radios, maps, and relevant materials to allow the emergency to immediately be dealt with. Since we do not know in advance what type of emergency will present itself, the individual superintendents must be prepared at all times.
42	We have installed some 15 remote starters in our municipal vehicles.	3/12/09	We have ten City owned vehicles that have remote starts. Four of these came from the OEM manufacturer as part of the vehicle package. Two are emergency response vehicles for Fire and the remaining four came as part of a vehicle alarm package that is required to secure vehicle contents.

**IDEA COMMITTEE SUGGESTIONS
AS OF 6/17/2009**

No.	Suggestion	Date Collected	Disposition/Response
PUBLIC WORKS (Continued)			
43	We are missing uniformity in our fleet. We save money by only purchasing Tahoe's OR Expeditions (doubling up on brands for stock and maintenance software doubles up our cost). We have F-150s and F-250s (having both gas and diesel trucks cost more - if a smaller truck with a gas engine works for us, let's use it across the board) Also, diesel needs additives in the winter that gas engines don't require. Conformity issue also pertains to small equipment (saws, generators, drills). If we always purchase the same make and model, we can have new cords, switches, blades in stock at discounted prices for buying in volume.	3/12/09	We have a uniform fleet. 90% of our vehicle make-up is Ford. The remaining 10% is a requirement that is based on departmental needs. Our diagnostic equipment is not purchased as manufacturer specific. Our diagnostic equipment covers all makes, models and model years. We do not purchase special software to meet these needs. Since our fleet make-up is 90% Ford, our parts inventory is based on that 90% and all other makes and models are ordered on an as needed bases only. The F105s we have in our fleet meet the needs of the using department and are purchased as an E-85 Flex Fuel to keep in-line with governmental programs for green fleet initiatives. F250s are purchased to meet heavier towing capacities and snow plowing operation. F250s purchased with diesel engines have a savings in maintenance and operating costs over the life of the vehicle. Diesel operated vehicles have longer maintenance intervals and longer warranty coverage. Diesel fuel additives are required for any diesel vehicle that operates in winter climates regardless.
44	Are we using in-service dates, not purchase dates for new vehicles to increase the life of the vehicles? Can we keep vehicles longer? Do we use some type of form that shows the vehicle condition is beyond useful when requesting a replacement? (How much are we spending on maintenance, and what is the mileage, can it be used in another capacity?)	3/12/09	The City uses the vehicle year as a guide in determining the approximate replacement date. When the vehicle is near the replacement date (as indicated in the replacement schedule of the Capital Budget) it is examined to determine its exact condition. If the vehicle is in good condition, it is kept. Vehicles are also recycled as is practical. For example, the Inspector's cars and some Assist. Supt. vehicles are ex-police cars. These vehicles are relatively new but have high mileage and are appropriate for use in non-emergency situations.
Street Sweeping/Snow Removal/Cutting Grass			
45 49 50 54 56 59 65 73	Have we checked on in-house vs. outsourcing costs for street sweeping, new car set-ups, cutting grass, snow removal, landscaping, painting, etc.) Make sure City employees and City trucks are used for snow removal.	3/12/09	New car set-ups - last year the staff looked into the outsourcing of this work and a request for Quote to upfit a new vehicle was received. Contractual labor to upfit a vehicle was \$5,200. The City labor total for the same vehicle upfit was \$2,800. At the current time it is cost effect to upfit vehicles in-house.

**IDEA COMMITTEE SUGGESTIONS
AS OF 6/17/2009**

No.	Suggestion	Date Collected	Disposition/Response
PUBLIC WORKS (Continued)			
			<p>Street sweeping - the contractor makes several passes, especially when doing leaf pickups. Since it is impossible to get all leaves in the first pass, there is often residue temporarily left in the street (also known as a snail trail). On the next pass, the sweeper will pick-up that residue. This residue is picked up the same day. Last fall, it snowed December 1st and the snow was on the ground until March. Since several species of trees do not drop their leaves until December (pears, oaks) some of the leaves are unable to be removed until this spring. This happens in years when the winter begins early.</p>
			<p>Contract street sweeping - In order for the City to take current contract street sweeping in-house, several major expenditures are necessary. The City's two 1997 street sweepers must be replaced at \$145,000 per sweeper (\$290,000 total). The sweeping equipment parts budget would increase by \$10,000 and fuel budget by at least \$5,000 annually. In addition, a third sweeper would have to be purchased to assist with the fall leaf pickup at \$145,000. Two additional full time Street Division employees would be required and Equipment Maintenance Division workload would increase by 1/5 of a man-year (\$17,035). The increase in full-time labor is estimated to be \$170,352 annually (2 men @ \$60,840 + \$24,336 benefits=\$170,352). The current sweeping contract includes hauling and disposing of sweeping debris collected by the contractor and by the City's sweepers. The City's dump fee budget would have to increase by \$50,000 annually if the City were to assume general sweeping duties. The total estimated cost to sweep streets in-house vs. outside contractor for the first year is \$670,352. The City currently pays \$230,000 per year for contractual street sweeping.</p>

**IDEA COMMITTEE SUGGESTIONS
AS OF 6/17/2009**

No.	Suggestion	Date Collected	Disposition/Response
PUBLIC WORKS (Continued)			
			<p>Snow Removal - The parts of the City that require the hauling out of snow are the Central Business District, south York St., Spring Road, Fellows Court, and the Emroy Bridge. Due to the congested nature of the streets in the Business District there is no place to store the snow for the winter. In the neighborhoods snow is stored on the parkways. In the business districts the snow must be removed or most of the parking spaces will be unusable by the shoppers and commuters. The only practical way to haul out large quantities of snow is by semi-trailer. Since the City does not own semi-trailers, they have to be hired.</p>
			<p>Make sure City employees and City trucks are used for snow removal before calling contractors - When 6-wheel dump trucks are rented, it is after City trucks are used (except to hold back a truck in reserve to service a main break). The cost of hiring a truck is \$80/hour including fuel and a driver. The in-house cost is \$60.20 per hour for labor ($\\$28.67 + 40 = \\$40.13 \times 1.5 \text{ OT} = \\60.20) plus the cost of fuel (\$15-\$20/hour) plus wear and tear on the truck.</p>
			<p>Contract grass cutting - A cost comparison report completed in March of 2004 showed that mowing City properties with in-house labor cost the City 4.5 times as much as contracting with a private company to mow the same properties. The mowing costs for several sites the City mowed in-house and bid in that year were reduced from \$38,559.74 to \$8,736 for a savings of \$29,823.74 per year. Currently the City spends \$34,325 to mow City properties. The estimated in-house labor cost (based on the study ration) to complete the mowing of the same properties is \$151,503. By contracting for the mowing with a private company the City recognizes an estimated annual savings of \$117,178.</p>
51	Hire out the garage mechanics to surrounding villages. Our facility is very nice.	3/12/09	The mechanics are busy full-time with our fleet and the Elmhurst Park District vehicles. The bays are frequently full with equipment that is being repaired.

**IDEA COMMITTEE SUGGESTIONS
AS OF 6/17/2009**

No.	Suggestion	Date Collected	Disposition/Response
PUBLIC WORKS (Continued)			
52	No mud jacking.	3/12/09	This program helps eliminate trip hazards on the public sidewalks. Maintenance of the public sidewalks are necessary to prevent law suits due to trip and falls. The budget for this program was reduced by 50% for 2009/2010.
55	Stop patching streets after contractors tear them up. (Do we charge back the contractors?)	3/12/09	Contractors pay a \$667 permit fee for the City to patch an excavation in a City street.
57	Stop free garbage pick up in the spring.	3/12/09	
58	Make Central Stores more efficient.	3/12/09	An electronic Parts Inventory Management system is used to keep storeroom material at min-max levels to meet the usage for City departments. City employees are required to complete a storeroom ticket for material used. If this ticket is not completed or correct quantities or part numbers entered, the result is an inventory shortfall. It is the responsibility of all City employees to follow procedures when removing inventory from Central Stores.
59	Forestry would handle DED removals.	3/12/09	The DED Removal Program consists of both public and private removals. It is assumed that this idea only covers public removals as Forestry does not currently work on private property. In 2008, the contractor removed 171 trees (145 DED and 26 non-DED) for a total cost of \$170,646. During the DED season, trees must be removed within a very short time period and the contractor is much more able to meet the deadlines imposed by the City. A typical tree, 30" in diameter, would take 3 City staff an entire 8 hour day to remove. The contractor can remove approximately 4-6 such trees in a single day. Further, the 30" diameter tree costs the City \$875 to have the contractor remove the tree vs. \$963 for the City staff to remove the tree (3 employees+40% benefits for each). HOWEVER, equipment costs are not included in this figure which would greatly increase the City staff cost). The contractor also uses a crane for their removals which speeds the removal process. The City does not own a crane for removal purposes.

**IDEA COMMITTEE SUGGESTIONS
AS OF 6/17/2009**

No.	Suggestion	Date Collected	Disposition/Response
PUBLIC WORKS (Continued)			
62	Could cleaning of PW facilities be done in-house to save money & eliminate contract cleaning service.	3/12/09	The City contracts for the custodial maintenance at the Police Station, City Hall, The Historical Museum, the Public Works Garage, the Metra Station and the Treatment Plant. There is a substantial savings to the City from contracting out. For example, to provide in-house custodial for the Police Station (70 hours/week @\$25.37BMII+40%=\$35.51/hr.) the labor cost alone would be \$9,942/month vs. the contract cost of \$3,398. This results in a savings to the City of \$78,528 per year at that site alone. (In addition, the City would need to provide a vehicle and cleaning equipment.) City-wide, the annual estimated labor cost savings by contracting out the custodial maintenance is \$151,134.
63	Comp time.	3/12/09	If the City is to provide comp time it must be negotiated with Local 150.
64	No overtime for salaried employees.	3/12/09	Superintendents do not receive overtime pay or comp time for extra hours worked. Assistants and engineers are paid overtime only for snow removal operations outside of their normal work day. Supervisors (including union Supervisors) are paid overtime in accordance with the contract procedures.
66	Fine contractors for hitting City utilities (no locates or reporting the incident).	3/12/09	The City charges the contractors for the cost of the repairs.
74	Refuse collection: Reduce the refuse collection cost by having a complete recycling program. Create a compost at WWTP or PW garages. Monthly pickup on recycled items instead of weekly.	3/16/09	

**IDEA COMMITTEE SUGGESTIONS
AS OF 6/17/2009**

No.	Suggestion	Date Collected	Disposition/Response
PZED			
67	<p>Look into more for younger adults rather than gearing everything to older adults. No more senior living space - they don't spend money. More retail and restaurants for younger people. Applebees, Chili's, Friday's. No more banks. 83&North, St. Charles & 83, York&290, downtown, old Brown's Chicken bldg, old TCBY building. old McNally's building and new Hahn project.</p>	3/12/09	<p>Business users and development patterns in Elmhurst are overwhelmingly geared to families with children in lieu of older adults. This is especially true when considering the presence of businesses and projects such as York Theatre, Fitz's Lanes (formerly Seven-Ten), Buffalo Wild Wings, and the Hub at Berens Park. Despite this, a variety of housing and businesses types should be encouraged in every community to promote diversity, and to allow "community continuity" through a person's typical lifespan. A variety of uses is present to a limited extent in Elmhurst.</p> <p>Staff works diligently to recruit new business to many key locations, but redevelopment efforts are sometimes stymied due to asking prices for land, soil contamination, site size, neighbor issues, and related factors. However a number of newer businesses, such as the Downtown boutiques, Jamba Juice and Play'n Trade, are overwhelmingly favored by a younger demographic.</p> <p>Care should be used when statements are made and written by any Staff group, such as the Ideas Committee. Statements should reflect facts, not opinions. Committee members would benefit by becoming educated to avoid making comments that are inaccurate, dismissive, and indicative of a stereotyping mindset. The Ideas Committee would also benefit by learning that the City's commercial vacancy rates are around 2-3% overall; much lower than national averages which are in the 8-12% range.</p>
76	<p>Consider charging fees for City services such as zoning compliance letters. We get requests for these services sometimes, especially for refinancing or for auto dealers</p>	3/25/09	<p>This should be implemented - the sooner, the better; I believe a change to fee ordinance is needed. Attorneys would need to assist.</p>
77	<p>Consider financial incentive for bioswales & wet-tolerant natural backyard planting areas. These would be in lieu of financial incentive for rear yard storm drains, which could still be done, but at property owner's expense. (see attachment A for more details)</p>	3/25/09	<p>This should be referred to the Public Works Dept. as it would be an alternative to the rear-yard drain program; it makes sense to offer more of a "carrot" for this and more of a "stick" for rear-yard drains as rear-yard drains burden the sewer system.</p>

**IDEA COMMITTEE SUGGESTIONS
AS OF 6/17/2009**

No.	Suggestion	Date Collected	Disposition/Response
	WWTP		
75	Stand-by wells. Eliminate three wells (\$300,000). How many other cities have gone this route?	3/16/09	The \$300k is budgeted one year out and so is never actually spent. If a repair would be needed it would probably cost far more than the amount budgeted. A decision would be made at the time if repairs should proceed.



CITY OF ELMHURST

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

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

November 30, 2009

To: Mayor DiCianni and Members of the City Council

Re: Northern Illinois Municipal Gas Franchise Consortium

The Finance, Council Affairs and Administrative Services Committee met November 23, 2009, to review an intergovernmental agreement establishing the Northern Illinois Municipal Gas Franchise Consortium ("Consortium").

Attorney Harlan Spiroff, who is representing the City in meetings regarding the Consortium, was in attendance at the Finance Committee meeting to explain the history and background of the proposed Consortium. A small working group of municipal officials and staff from the DuPage Mayors and Managers Conference and other councils of government ("COGs") developed a proposal to create a model natural gas franchise that could be used by all municipalities in northeastern Illinois. The impetus for this project came from municipalities concerned about franchise renewals that were slow to proceed, franchise documents that were inadequate to address concerns about natural gas utility operations within municipal rights-of-way, difficulty auditing and reviewing records of the utility and inconsistent policies and compensation for use of public rights-of-way. The working group has proposed that each member municipality would have one vote on the Consortium, that a steering committee would be established with representatives from the various COGs and that a drafting committee would be established to review existing franchise agreements and to develop language for a model franchise agreement. A copy of the intergovernmental agreement is attached.

There are 70 to 75 municipalities who have either joined the Consortium or have indicated a desire to do so. Earlier this year, a request for an initial contribution of \$500 per municipality was sent to those municipalities that indicated an interest in participating in the Consortium, which amount the City has paid. Although the City's gas franchise is not set to expire for another 14 years, joining the Consortium would enable the City to take advantage of the features of the model franchise agreement that is to be negotiated, and by joining with upwards of 70 municipalities, would place it in a better negotiating position. Staff recommends that the City join the Consortium, and that the City Council suspend the rules to allow consideration of Ordinance O-50-2009 approving and authorizing the execution of the intergovernmental agreement. Time is of the essence to establish the Consortium so that negotiations can begin with the gas utilities. The Finance Committee concurs with staff recommendation.

Copies To All
Elected Officials
12-03-09

Page 2

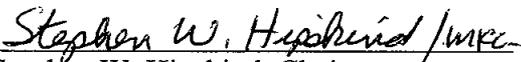
November 30, 2009

To: Mayor DiCianni and Members of the City Council

Re: Northern Illinois Municipal Gas Franchise Consortium

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council direct the City Attorney to prepare the appropriate documents to approve the intergovernmental agreement to establish the City's membership in the Northern Illinois Municipal Gas Franchise Consortium. The Finance Committee also recommends that the City Council suspend the rules to allow consideration of Ordinance O-50-2009.

Respectfully submitted,
FINANCE, COUNCIL AFFAIRS AND
ADMINISTRATIVE SERVICES
COMMITTEE



Stephen W. Hipskind, Chairman



Kevin L. York, Vice Chairman



Mark A. Mulliner



Diane Gutenkauf

**AN INTERGOVERNMENTAL AGREEMENT
ESTABLISHING
THE NORTHERN ILLINOIS MUNICIPAL
NATURAL GAS FRANCHISE CONSORTIUM**

Entered Into By Various Illinois Municipalities

as of

_____ 1, 2009

**AN INTERGOVERNMENTAL AGREEMENT
ESTABLISHING
THE NORTHERN ILLINOIS MUNICIPAL
NATURAL GAS FRANCHISE CONSORTIUM**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into as of _____ 1, 2009, (the "**Effective Date**") by each of the Illinois home rule and non home rule municipalities that (i) have executed a signature page confirming that they are parties to this Agreement as of the Effective Date and (ii) have paid the initial \$500 contribution required under Paragraph 5.A.3 of this Agreement (individually the "**Parties**" and collectively the "**Consortium**," with each Party automatically a "**Member**" of the Consortium only for so long as the Member is a Party to this Agreement):

W I T N E S S E T H:

WHEREAS, Illinois municipalities make natural gas and related facilities and utilities available to the residents, businesses, and land owners within their respective corporate boundaries by granting franchises to natural gas utilities; and

WHEREAS, natural gas franchise agreements provide the terms and conditions under which gas utility companies may utilize public rights-of-way in the provision of natural gas; and

WHEREAS, natural gas franchise agreements ordinarily have lengthy terms of years and contain numerous important fiscal and regulatory requirements regarding, for example, rights-of-way standards, municipal compensation, customer service standards, equipment maintenance and capital commitments; and emergency response and preparedness; and

WHEREAS, the terms of many existing natural gas franchise agreements for many Illinois municipalities have expired or will expire in the near future; and

WHEREAS, new natural gas franchise agreements should include modern provisions and protections for Illinois municipalities and their constituents and significant energy efficiency provisions that require not only levels of efficiencies on the part of the utilities, but also energy audits and other conservation-related services from utilities; and

WHEREAS, the Parties have individually and collectively determined that it is appropriate and in each of their best interests to jointly develop and negotiate a model franchise agreement for natural gas utilities; and

WHEREAS, to achieve these and other related objectives, the Parties desire to utilize the powers and authority granted to them under Article VII, Section 10 of the Illinois Constitution of 1970; the Intergovernmental Cooperation Action, 5 ILCS 220/1 *et seq.*; the Local Land Resource Management Planning Act, 50 ILCS 805/1 *et seq.*; and other applicable authority, including without limitation the home rule powers of various Consortium Members; and

WHEREAS, after full consideration of all planning, fiscal, and other intergovernmental issues effecting this matter, each of the Parties has determined that it is in the best interests of its residents and the general public welfare that this Agreement be executed and implemented by all of the Parties; and

WHEREAS, each of the initial Parties to this Agreement (the "**Founding Parties**") has approved this Agreement by an ordinance or resolution duly adopted by the Party's corporate authorities, which approval is evidenced by the signature page of the Party attached to this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein made and pursuant to all applicable statutes and local ordinances noted above, all of the Parties enter into the following:

SECTION 1. RECITALS

The foregoing recitals are, by this reference, incorporated into and made a part of this Agreement.

SECTION 2. PURPOSE

This Agreement is made for the purpose of establishing the Northern Illinois Municipal Natural Gas Franchise Consortium and endowing it with all of the authority, powers, and resources necessary and convenient to allow the Parties jointly to most effectively and efficiently address common and necessary issues related to the establishment of a model franchise agreement for natural gas utilities. This Agreement is further intended to allow the Parties to jointly seek any available local, state, and federal funds and other resources to assist in addressing the natural gas utility issues identified by the Parties as necessary, and being appropriate for, the joint action of the Parties.

SECTION 3. ESTABLISHMENT AND ORGANIZATION

A. Formation of Consortium. By this Agreement, the Parties establish the Northern Illinois Municipal Natural Gas Franchise Consortium. The Consortium shall act in the manner set forth in this Agreement in furtherance of the preparation and negotiation of a model natural gas utility franchise agreement.

B. Membership and Member Representatives. Each Party is a Member of the Consortium. As such, each Party must designate as its representative on the Consortium (the "**Member Representative**") either (i) the Member's chief administrative officer or the chief administrator officer's duly authorized representative or (ii) if the Member does not have a chief administrative officer, then the Member's mayor or president or the mayor's or president's duly authorized representative. Each Member Representative shall operate and act with respect to Consortium affairs and actions only pursuant to action duly authorized by the Member Representative's corporate authorities.

C. Steering Committee Governance. The Consortium shall be managed and operated by a Steering Committee comprised of Member Representatives from the Parties as determined pursuant to this Subsection.

1. Councils of Government. The municipalities that are Parties to this Agreement are members of various councils of government each separately established, organized, and managed under Illinois law to provide joint planning and intergovernmental cooperation among their respective members. The councils of government represented by the Members of the Consortium are listed in **Exhibit A** to this Agreement ("**Consortium COGs**").

2. Selection of Steering Committee Members.

(a) **COG Appointments.** Each Consortium COG will appoint from among its municipalities Consortium Members to serve on the Steering Committee. Appointments to, and the length of service on, the Steering Committee will be at the discretion of the appointing Consortium COG. Only COG members that are Parties to this Agreement may have a Member Representative sit on the Steering Committee.

(b) **Allotment of Appointments.** The number of Steering Committee appointments for each Consortium COG will be based on the number of members of a COG that are Parties to this Agreement. A COG with 10 or fewer Parties to this Agreement will have one appointment to the Steering Committee; a COG with at least 11 but no more than 20 Parties to this Agreement will have two appointments to the Steering Committee; and a COG with more than 20 Parties to this Agreement will have three appointments to the Steering Committee. A Party will be counted in the total for each Consortium COG of which that Party is a member.

(c) **Initial Steering Committee Composition and Roster.** Based on the Founding Parties, the Steering Committee will initially have sixteen (16) members. The specific composition of the Committee and the distribution of its members and appointments among the Consortium COGs is set forth in **Exhibit B** to this Agreement ("**Steering Committee Roster**").

(d) **Adjustments.** On a yearly basis, the "**Administrator**" (as set forth in Paragraph 3(f) of this Section) shall monitor COG member participation in the Consortium and shall make adjustments to the Steering Committee membership as necessary to ensure compliance with this Subsection. The Administrator will distribute to all Consortium Members any amended Steering Committee Roster. Amended Steering Committee Rosters will be deemed to replace automatically the Steering Committee Roster attached to this Agreement as of the Effective Date and any subsequent amended Roster, as the case may be, without the need for an amendment to this Agreement.

(e) **Replacements.** If a Member designated to appoint a Member Representative to the Steering Committee does not name its Member Representative within fourteen (14) calendar days after its designation, the Member's COG shall immediately appoint another of its Members to name a Member Representative to serve on the Steering Committee.

3. **Steering Committee Responsibilities.** The Steering Committee is responsible for the following matters:

(a) **Consortium Operations.** The Steering Committee is responsible for all Consortium operations, management, and activities, including without limitation establishing the contribution amounts to be paid by Consortium members in order to maintain membership in the Consortium, as further provided in Section 5 of this Agreement.

(b) **Draft Franchise Agreement.** The Steering Committee will provide for the preparation of a draft model natural gas franchise agreement (the "**Draft Franchise Agreement**") that will be used in negotiation with natural gas utility companies that serve Consortium members (the "**Gas Utilities**"). The Steering Committee is authorized to establish a

drafting committee and other subcommittees as it deems necessary to prepare the Draft Franchise Agreement.

(c) **Negotiation of Franchise Agreement.** After preparation of the Draft Franchise Agreement and concurrence of the Consortium, the Steering Committee will undertake negotiations with the Gas Utilities. The Steering Committee may establish a negotiating committee and other subcommittees as it deems necessary to prepare for and undertake negotiations for a final model franchise agreement for natural gas (a "**Final Franchise Agreement**").

(d) **Communications.** The principal goals of the Consortium are preparation of a Draft Franchise Agreement and negotiation of a Final Franchise Agreement that is acceptable to the greatest number of the Members as possible. Accordingly, in preparing the Draft Franchise Agreement and negotiating the Final Franchise Agreement, the Steering Committee shall advise and consult with Member Representatives from time to time regarding procedural, substantive, and strategic issues in a continuing effort to achieve these goals.

(e) **Appointed Counsel.** The Steering Committee shall retain legal counsel to represent the interests of the Consortium in the preparation of this Agreement, the preparation of the Draft Franchise Agreement, and the preparation and negotiation of the Final Franchise Agreement.

(f) **Consortium Administrator.** The Steering Committee shall select a person or agency to administer the business affairs of the Consortium and to undertake such other activities as assigned by the Steering Committee (the "**Administrator**"). The Administrator will not be paid a fee for services, but the Steering Committee may reimburse the Administrator for reasonable and appropriate costs and expenses, including without limitation administrative overhead costs. The Administrator is specifically responsible for, among other things (i) overseeing the finances of the Consortium, (ii) compiling and maintaining cost and expenditure information regarding Consortium activities, and (iii) making recommendations to the Steering Committee on Consortium costs and expenditures and on establishing required contribution amounts from the Members as further set forth in Section 5 of this Agreement. The Administrator, in consultation with the Steering Committee, also is responsible for preparing periodic status reports not less than once every two (2) months, which reports will include the status of all drafting and negotiations and a financial report including all expenditures from the Consortium Fund established pursuant to Section 5 of this Agreement. The Members approve the selection of the DuPage Mayors and Managers Conference and its executive director Mark Baloga as the Administrator as of the Effective Date.

4. Officers.

(a) **Chairperson.** Steering Committee Member Representatives shall choose from among themselves a Member Representative to serve as Chairperson of the Steering Committee. The Chairperson will preside at all meetings of the Steering Committee and will perform all other duties as may be prescribed by the Steering Committee.

(b) **Vice Chairperson.** Steering Committee Member Representatives shall choose from among themselves a Member Representative to serve as Vice Chairperson of the Steering Committee. The Vice Chairperson shall serve as Chairperson in the absence of the Chairperson at any Steering Committee meeting and the Vice Chairperson shall have and be assigned the additional powers and duties as the Steering Committee may prescribe.

(c) **Secretary.** The Administrator shall serve as Secretary of the Steering Committee, responsible for taking and keeping the minutes of all Steering Committee meetings and for undertaking any additional powers and duties as the Steering Committee may prescribe.

5. **Steering Meetings and Notices.** The Steering Committee will meet periodically at times and places determined by the Steering Committee. A majority of the then-current Steering Committee Members will be necessary to establish a quorum. All Member Representatives may attend all meetings of the Steering Committee and provide comments. Unless otherwise determined by the Steering Committee, all meetings of the Steering Committee shall be kept confidential. The Steering Committee will provide notice of its meetings to each Consortium Member as far in advance of the meeting as practicable, preferably at least seven (7) calendar days, except when a time-sensitive matter demands attention sooner. Notices will include, at a minimum, the time and place of the meeting and a description of the topics to be covered at the meeting.

6. **Full Consortium Meetings.** In addition to Steering Committee meetings, the Steering Committee will schedule and hold, at a minimum, two (2) meetings of the Member Representatives from all Consortium Members, one of which will be to review and obtain the concurrence of the Consortium on the terms and conditions of the Draft Franchise Agreement. One third of the then-current Members of the Consortium will be necessary to establish a quorum for Consortium meetings. As it deems necessary, the Steering Committee will schedule additional meetings as negotiations are undertaken with the Gas Utilities and as the Final Franchise Agreement is prepared and finalized. The Steering Committee will provide notice to each Consortium Member of all full meetings of the Consortium as far in advance of the meeting as practicable, preferably at least seven (7) calendar days, except when a time-sensitive matter demands attention sooner. Notices will include, at a minimum, the time and place of the meeting and a description of the topics to be covered at the meeting. The Chairperson of the Steering Committee, or in the Chairperson's absence, the Vice Chairperson of the Steering Committee, shall preside at all full Consortium meetings. The Administrator will take and keep the minutes of all full Consortium meetings.

7. **Telephone Meeting Participation.** Members may participate in Steering Committee meetings and in full Consortium meetings by telephone. The Steering Committee and the Administrator will establish appropriate rules and procedures to govern telephonic participation in these meetings. Participation by telephone shall constitute the presence of a Member at the meeting for purposes of establishing a quorum.

D. **Additional Members.** The Steering Committee may accept additional municipalities as parties to this Agreement and as Members of the Consortium ("**New Members**") provided that a prospective New Member, prior to acceptance (1) must pay to the Consortium the full amount of the contributions assessed pursuant to Paragraph 5.A.3 of this Agreement as of the date of acceptance and (2) must properly approve and execute this Agreement and deliver the fully-executed signature page to the Administrator.

E. **Duration of Commission.** The Consortium will remain in place unless dissolved and terminated as provided in Subsection 6.D of this Agreement.

SECTION 4. GENERAL COOPERATION

The Members agree to cooperate with each other in furtherance of the purposes, goals, and objectives of the Consortium. Cooperation required by this Agreement specifically includes, but without limitation, the sharing and joint use by and among the Members of information and other materials possessed or developed by the Members, either individually or collectively, and necessary to investigate, identify, and otherwise document matters relevant to the preparation and negotiation of the Draft Franchise Agreement and the Final Franchise Agreement and to otherwise provide information and documents necessary to promote and achieve the purposes and objectives of the Consortium as provided in this Agreement.

SECTION 5. REVENUES AND EXPENSES

A. Franchise Fund.

1. Establishment and Administration. The Consortium shall create and maintain a fund (the "**Franchise Fund**") to pay the costs and expenses incurred or to be incurred by the Consortium (the "**Shared Costs**"). The Franchise Fund will be administered by the Administrator as set forth in this Agreement and as determined by the Steering Committee.

2. Shared Costs. Shared Costs include only costs incurred directly by the Consortium for the common purposes of the Members as set forth in this Agreement. Shared Costs include, without limitation, attorney's fees and costs for the Appointed Counsel, extraordinary out-of-pocket expenses incurred by the Consortium in preparing the Draft Franchise Agreement and in preparing and negotiating the Final Franchise Agreement, the Administrator's costs and expenses, and any other professional services determined by the Steering Committee to be necessary for the Consortium to meet its objectives as provided in this Agreement. As specifically determined by the Steering Committee, Shared Costs may also include extraordinary expenses incurred by a Consortium COG in furtherance of the purposes, goals, and intent of this Agreement and the Consortium. The Members agree to use their staffs and resources, including the Member Representatives, at no cost to the Consortium for joint projects or actions undertaken by or on behalf of the Consortium. Shared Costs specifically but without limitation do not include (a) fees and costs of attorneys other than the Appointed Counsel and (b) salaries or other compensation paid to employees or agents of a Member. The service to the Consortium of a Member and the Member's Representative is not a Shared Cost as a general matter, the Members expecting and intending that each Member will contribute to the operation of the Consortium at its own expense except as otherwise specifically approved in advance by the Steering Committee.

3 Funding the Franchise Fund. The Franchise Fund will be funded by contributions from the Members as determined from time to time by the Steering Committee on the recommendation of the Administrator. The Steering Committee will set contribution amounts only to the extent reasonably necessary to pay Shared Costs. The contribution required from each Member as of the Effective Date is a nonrefundable five hundred dollars (\$500.00) (the "**Initial Contribution**"). As Consortium operations proceed, the Steering Committee, through the Administrator, will provide notice and direction to all Consortium members of additional contribution amounts necessary to fund the Franchise Fund in order to pay Shared Costs (the "**Additional Contributions**"). Additional Contributions may be equal among the Members or may be on a pro rata basis based on Member populations or other factors as determined by the Steering Committee. For the purpose of permitting voluntary withdrawal from the Consortium under Subsections 6.B and 6.C of this Agreement without

liability for an Additional Contribution, an Additional Contribution will not be binding on a voluntarily withdrawing Member until thirty (30) calendar days after the notice required by this Paragraph.

4. **Contributions Non-Refundable.** No contribution to the Franchise Fund is refundable, regardless of a Member's withdrawal or expulsion or any other circumstance. Any funds remaining in the Franchise Fund at the time of dissolution of the Franchise Fund will be distributed as provided in Paragraph 5.A.5 of this Agreement.

5. **Franchise Fund Dissolution; Distribution of Remaining Funds.** The Franchise Fund must remain in place until all monetary obligations of the Consortium have been fulfilled and no future obligations are anticipated. After all monetary obligations have been fulfilled and when no future obligations are anticipated, the Steering Committee shall dissolve the Franchise Fund. All money remaining in the Franchise Fund at the time of its dissolution will be distributed only to the Members as of the date of the dissolution (the "**Final Members**"). Distributions will not necessarily be equal among the Final Members, but may be based, to the extent practicable and in the discretion of the Steering Committee, on Additional Contributions made by the Final Members or other factors.

B. **Official Payee.** For purposes of documentation and receipt of all funds and other resources obtained by or on behalf of the Consortium pursuant to this Agreement, the DuPage Mayors and Managers Conference will serve as the official payee for the Consortium.

SECTION 6. EXPULSION; WITHDRAWAL

A. **Automatic Expulsion for Breach.** If a Member does not (1) pay a contribution as provided in Section 5 of this Agreement within the time provided by the Steering Committee for payment or (2) commits a significant violation of a provision of this Agreement as determined by the Steering Committee, then that Member is in breach of this Agreement. If the breach is not cured within fourteen (14) calendar days after notice from the Administrator, or within such additional time granted by the Steering Committee in advance of the expiration of the fourteen (14) calendar day deadline, then that Member is expelled from the Consortium automatically and without any vote or other action required by the remaining Members, the Steering Committee, or the Administrator.

B. **Voluntary Withdrawal.** Any Member may voluntarily withdraw as a Member by delivering to the Administrator, not later than twenty-one (21) calendar days before the intended effective date of withdrawal, a certified copy of an ordinance or resolution of that Member's corporate authorities declaring the Member's withdrawal from the Consortium as of a date certain set forth in the ordinance or resolution.

C. **Required Terms of Expulsion or Withdrawal.** Any Member that has been expelled or that is withdrawing (1) must pay in full all Additional Contributions to the Franchise Fund approved and binding under Paragraph 5.A.3. of this Agreement, (2) is not entitled to any refund of any money from the Franchise Fund at any time, and (3) must continue to keep all business of the Consortium confidential to the fullest extent permitted by law. The provisions of this Subsection C survive, and are enforceable against a Member after, expulsion or withdrawal.

D. **Dissolution of the Consortium.** The Consortium will be declared dissolved (1) upon the written notice executed by no less than two-thirds of the then-current Members, or (2) as otherwise determined by the Steering Committee.

SECTION 7. COMPLIANCE

The Consortium and each Member must, and hereby agrees to, comply with all federal, State of Illinois, and municipal laws, ordinances, rules, regulations, and orders, and the rules, regulations, and orders of all duly constituted governmental agencies and authorities now in force or that may hereafter be in force.

SECTION 8. GENERAL PROVISIONS

A. Notices. All notices and other materials required to be delivered to the Consortium must be delivered to the Administrator. All notices and other materials required to be delivered to the Members must be delivered to the Member Representatives. All notices provided or required under this Agreement will be delivered using e-mail, to the e-mail addresses provided to the Consortium by each Member. It is the responsibility of each Member Representative to ensure that the Administrator has the correct e-mail address for the Member Representative. The Administrator will provide a service list for notices on a periodic basis, updated as necessary with current Member Representatives and their e-mail addresses.

B. Entire Agreement. There are no representations, covenants, promises, or obligations not contained in this Agreement that form any part of this Agreement or on which any Party is relying in entering into this Agreement.

C. Severability. If any provision of this Agreement is construed or held to be void, invalid, or unenforceable in any respect, then the remaining provisions of this Agreement will not be affected thereby but will remain in full force and effect until and only if determined otherwise by the Steering Committee.

D. Interpretation. It is the express intent of the Parties that this Agreement will be construed, interpreted, and applied so as to preserve its validity and enforceability as a whole. In case of any conflict among provisions of this Agreement, the provision that best promotes and reflects the intent of the Parties will control.

E. Amendments and Modifications. This Agreement may be modified, changed, altered, or amended only with the duly authorized and written consent of three-fourths of the then-current Members by their corporate authorities and pursuant to ordinances or resolutions duly adopted and approved by the Members' corporate authorities. No amendment or modification to this Agreement will be effective until it is reduced to writing and approved by the corporate authorities of three-fourths of the then-current Members and properly executed in accordance with all applicable statutory procedures.

F. Authority to Execute. Each Party hereby warrants and represents to each other Party and to the Consortium that the person executing this Agreement on its behalf has been properly authorized to do so by the corporate authorities of the Party.

G. No Third Party Beneficiaries. This Agreement does not create any rights or interests in any third party and no provision of this Agreement may be interpreted, construed, or applied to create any such right or interest.

H. Execution. This Agreement may be executed by the Parties in identical original duplicates, and all of the executed duplicates taken together constitute one Agreement.

IN WITNESS WHEREOF, the duly authorized representative of each Member has executed this Agreement by signing this Page as of the Effective Date.

Name of Member: _____
Signature of Member Representative: _____
Printed Name of Member Representative: _____
Title of Member Representative: _____
E-Mail Address of Member Representative: _____

[ADDITIONAL EXECUTION PAGES ATTACHED]

ATTACHMENT A
CONSORTIUM COGs

ATTACHMENT B
STEERING COMMITTEE ROSTER

8817124_v6

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").

**Copies To All
Elected Officials**

12/03/09 11/12/2009

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 guarantees, 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)

Erin

O - 49 - 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>
1993 Chevrolet Lumina 4 dr. Blue	2G1WL54TXP9246047	#09-MR1116
1994 Ford Taurus 4 dr. Maroon	1FALP52U3RA249217	#09-MR1112
1995 Oldsmobile Cutlass 4 dr. White	1G3WH52X85D390013	#09-MR1108

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**

12-03-09

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 1993 Chevrolet Lumina 4 dr. blue, 2G1WL54TXP9246047, #09-MR1116, 1994 Ford Taurus 4 dr. maroon, 1FALP52U3RA249217, #09-MR1112; and 1995 Oldsmobile Cutlass 4 dr. white, 1G3WH52X85D390013, #09-MR1108 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: 11/13/2009
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:

1. 1993 Chevrolet Lumina 4-dr blue unknown mileage
VIN 2G1WL54TXP9246047
Case No. 09-23491 / 09 MR 1116
2. 1994 Ford Taurus 4-dr maroon mileage 154,374
VIN 1FALP52U3RA249217
Case No. 09-21776 / 09 MR 1112
3. 1995 Oldsmobile Cutlass 4-dr white mileage 180,127
VIN 1G3WH52X85D390013
Case No. 09-22306 / 09 MR 1108

26

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 1116

-VS-

1993 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 1993 CHEVROLET
(Year) (Make)

2 6 1 W L 5 4 T X P 9 2 4 6 0 4 7
(1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17)

1. Vehicle is awarded to ELMHURST POLICE (09-23491)
in accordance with 720 ILCS 5/36-2. (SO 09-26772)

- 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: ~~11-12-09~~ 11-12-09.

24

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 1112

-VS-

1994 FORD

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 1994 FORD
(Year) (Make)

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

1. Vehicle is awarded to ELMHURST POLICE (09-21776)
in accordance with 720 ILCS 5/36-2. (SO 09-27116)

- 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: 11-12-09

20

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 1108

-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 G 3 W H 5 2 X 8 S D 3 9 0 0 1 3
(1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17)

1. Vehicle is awarded to ELMHURST POLICE (09-22306)
in accordance with 720 ILCS 5/36-2. (SO 09-26773)

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: 11-12-09

VOW

O-52-2009

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2009, AND ENDING APRIL 30, 2010, IN AND FOR SPECIAL SERVICE AREA NUMBER FIVE OF THE CITY OF ELMHURST

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. Findings. Special Service Area Number Five of the City of Elmhurst has been created by an Ordinance entitled:

"AN ORDINANCE ESTABLISHING SPECIAL SERVICE AREA NUMBER FIVE OF THE CITY OF ELMHURST"

adopted and effective October 6, 2003, no petition having been filed opposing the creation of the Special Service Area, pursuant to 35 ILCS Section 200/27-55. Said Special Service Area Number Five consists of the territory described in the ordinance aforesaid. The City of Elmhurst is now authorized to levy taxes for special services in said Special Service Area.

SECTION 2. That the total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year in Special Service Area Number Five is ascertained to be the sum of \$45,054.

SECTION 3. That the following sums be, and the same hereby are, levied upon the taxable property, as defined in the Property Tax Code in Special Service Area Number Five of the City of Elmhurst, said tax to be levied for the fiscal year beginning May 1, 2009, and ending April 30, 2010.

	<u>Amount Appropriated</u>	<u>Amount Payable From Other Sources</u>	<u>Amount To Be Raised By Tax Levy</u>
CONTRACTUAL SERVICES			
Landscaping Maintenance	\$12,000		\$12,000
Professional Fees	3,750		3,750
Snow Removal	3,000		3,000
Postage	75		75
COMMODITIES			
Other Supplies	\$ 100		\$ 100

Copies To All Elected Officials

12/03/09

OTHER EXPENSES			
Other Expenses	\$ 0		\$ 0
CAPITAL OUTLAY			
Other Improvements	\$ 6,000		\$ 6,000
DEBT SERVICE			
Loan Payment-Fence/City	<u>\$20,129</u>		<u>\$20,129</u>
Total	<u>\$45,054</u>	<u>- 0 -</u>	<u>\$45,054</u>

SECTION 4. This tax is levied pursuant to Article VII, Section 6A and 6L of the Constitution of the State of Illinois and 35 ILCS 200/27-5, et seq. and pursuant to an Ordinance Establishing Special Service Area Number Five of the City of Elmhurst.

SECTION 5. That there is hereby certified to the County Clerks of DuPage and Cook Counties, of Illinois, the sum aforesaid, constituting said total amount and the said total amount of \$45,054, which said total amount the said Special Service Area Number Five of the City of Elmhurst requires to be raised by taxation for the current fiscal year of said City, and the City Clerk, of said City, is hereby ordered and directed to file with the County Clerks of said counties on or before the time required by law, a certified copy of this Ordinance.

SECTION 6. All ordinances or parts of ordinances in conflict with this ordinance are hereby amended to the extent of the conflict.

SECTION 7. This ordinance shall be in full force and effect after passage and publication according to law.

Approved this _____ day of _____, 2009.

Peter P. DiCianni III, Mayor

Passed this _____ day of _____, 2009

Ayes: _____ Nays: _____

Patty Spencer, City Clerk
SSA#5TaxLevy

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2009 and Ending April 30, 2010, in and for Special Service Area Number Five of the City of Elmhurst

ORIGINATOR: City Attorney/Finance Department

DESCRIPTION OF SUBJECT MATTER:

The City of Elmhurst established Special Service Area Number Five (Virginia Lane Townhomes) on October 6, 2003.

The proposed tax levy for Special Service Area Number Five for the Fiscal Year beginning May 1, 2009 and ending April 30, 2010 is \$45,054.00.

Enclosed for your consideration is An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2009 and Ending April 30, 2010, in and for Special Service Area Number Five of the City of Elmhurst.

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF
TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2009,
AND ENDING APRIL 30, 2010, IN AND FOR SPECIAL
SERVICE AREA NUMBER SIX OF THE CITY OF ELMHURST**

BE IT AND IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS AS FOLLOWS:

SECTION 1. Findings. Special Service Area Number Six of the City of Elmhurst has been created by an Ordinance entitled:

"AN ORDINANCE ESTABLISHING SPECIAL SERVICE AREA NUMBER SIX OF THE CITY OF ELMHURST"

adopted November 15, 2004 and effective as of November 16, 2004, no petition having been filed opposing the creation of the Special Service Area, pursuant to 35 ILCS Section 200/27-55. Said Special Service Area Number Six consists of the territory described in the ordinance aforesaid. The City of Elmhurst is now authorized to levy taxes for special services in said Special Service Area.

SECTION 2. That the total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year in Special Service Area Number Six is ascertained to be the sum of \$180,085.

SECTION 3. That the following sums be, and the same hereby are, levied upon the taxable property, as defined in the Property Tax Code in Special Service Area Number Six of the City of Elmhurst, said tax to be levied for the fiscal year beginning May 1, 2009, and ending April 30, 2010:

	<u>Amount</u>	<u>Amount</u>	<u>Amount</u>
	<u>Appropriated</u>	<u>Payable From</u>	<u>To Be Raised</u>
		<u>Other Sources</u>	<u>By Tax Levy</u>
Personal Services			
Salaries	\$ 117,000		\$ 117,000
Contractual Services			
Utilities	\$ 4,000		4,000
Postage	2,500		2,500
Professional Fees	29,350		29,350
Telephone	5,000	5,000	
Maintenance	5,000	3,565	1,435
Rent	20,000		20,000
Commodities			
Office Supplies	\$ 14,600	\$ 14,600	

**Copies To All
Elected Officials**

12/03/09

Other Expenses

Seminars and Training	\$ 2,000	\$ 2,000
Advertising/Marketing	195,800	195,800
Promotion/Special Events	103,000	103,000
Public Relations/Member Services	97,800	97,800

Insurance

Insurance	\$ <u>5,800</u>	_____	\$ <u>5,800</u>
Total	\$ 601,850	\$ 421,765	\$ 180,085

Section 4. This tax is levied pursuant to Article VII, Section 6A and 6L of the Constitution of the State of Illinois and the Special Service Area Tax Act (35 ILCS 200/27-5 et. seq.) and pursuant to an Ordinance Establishing Special Service Area Number Six of the City of Elmhurst.

Section 5. That there is hereby certified to the County Clerks of DuPage and Cook Counties, of Illinois, the sum aforesaid, constituting said total amount and the said total amount of \$180,085, which said total amount the said Special Service Area Number Six of the City of Elmhurst requires to be raised by taxation for the current fiscal year of said City, and the City Clerk, of said City, is hereby ordered and directed to file with the County Clerks of said counties on or before the time required by law, a certified copy of this Ordinance.

Section 6. All ordinances or parts of ordinances in conflict with this ordinance are hereby amended to the extent of the conflict.

Section 7. This ordinance shall be in full force and effect after passage and publication according to law.

Approved this _____ day of _____, 2009.

Peter P. DiCianni III, Mayor

Passed this _____ day of _____, 2009

Ayes: _____ Nays: _____

Patty Spencer, City Clerk
SSA#6TaxLevy

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2009 and Ending April 30, 2010, in and for Special Service Area Number Six of the City of Elmhurst

ORIGINATOR: City Attorney/Finance Department

DESCRIPTION OF SUBJECT MATTER:

The City of Elmhurst established Special Service Area Number Six (Elmhurst City Centre – Downtown Marketing/Promotions) on November 16, 2004.

The proposed tax levy for Special Service Area Number Six for the Fiscal Year beginning May 1, 2009 and ending April 30, 2010 is \$180,085.00.

Enclosed for your consideration is an Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2009 and Ending April 30, 2010, in and for Special Service Area Number Six of the City of Elmhurst.

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF
TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2009,
AND ENDING APRIL 30, 2010, IN AND FOR SPECIAL
SERVICE AREA NUMBER SEVEN OF THE CITY OF ELMHURST**

BE IT AND IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS AS FOLLOWS:

SECTION 1. Findings. Special Service Area Number Seven of the City of Elmhurst has been created by an Ordinance entitled:

"AN ORDINANCE ESTABLISHING SPECIAL SERVICE AREA NUMBER SEVEN OF THE CITY OF ELMHURST"

adopted November 15, 2004 and effective as of November 16, 2004, no petition having been filed opposing the creation of the Special Service Area, pursuant to 35 ILCS Section 200/27-55. Said Special Service Area Number Seven consists of the territory described in the ordinance aforesaid. The City of Elmhurst is now authorized to levy taxes for special services in said Special Service Area.

SECTION 2. That the total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year in Special Service Area Number Seven is ascertained to be the sum of \$128,722.

SECTION 3. That the following sums be, and the same hereby are, levied upon the taxable property, as defined in the Property Tax Code in Special Service Area Number Seven of the City of Elmhurst, said tax to be levied for the fiscal year beginning May 1, 2009, and ending April 30, 2010:

	<u>Amount Appropriated</u>	<u>Amount Payable From Other Sources</u>	<u>Amount To Be Raised By Tax Levy</u>
Personal Services			
Salaries	\$ 55,000		\$ 55,000
Contractual Services			
Professional Fees	\$ 6,500	\$ 6,500	
Snow Removal	50,000	50,000	
Maintenance/Improvements	3,000	3,000	

Other Expenses			
Seasonal Decorations	\$ 52,500	\$ 33,278	\$ 19,222
Miscellaneous	4,000	4,000	
Plants and Maintenance	<u>54,500</u>	<u> </u>	<u>54,500</u>
Total	\$ 225,500	\$ 96,778	\$128,722

Section 4. This tax is levied pursuant to Article VII, Section 6A and 6L of the Constitution of the State of Illinois and the Special Service Area Tax Act (35 ILCS 200/27-5 et. seq.) and pursuant to an Ordinance Establishing Special Service Area Number Seven of the City of Elmhurst.

Section 5. That there is hereby certified to the County Clerks of DuPage and Cook Counties, of Illinois, the sum aforesaid, constituting said total amount and the said total amount of \$128,722, which said total amount the said Special Service Area Number Seven of the City of Elmhurst requires to be raised by taxation for the current fiscal year of said City , and the City Clerk, of said City, is hereby ordered and directed to file with the County Clerks of said counties on or before the time required by law, a certified copy of this Ordinance.

Section 6. All ordinances or parts of ordinances in conflict with this ordinance are hereby amended to the extent of the conflict.

Section 7. This ordinance shall be in full force and effect after passage and publication according to law.

Approved this _____ day of _____, 2009.

Peter P. DiCianni III, Mayor

Passed this _____ day of _____, 2009

Ayes: _____ Nays: _____

Patty Spencer, City Clerk
SSA#7TaxLevy

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2009 and Ending April 30, 2010, in and for Special Service Area Number Seven of the City of Elmhurst

ORIGINATOR: City Attorney/Finance Department

DESCRIPTION OF SUBJECT MATTER:

The City of Elmhurst established Special Service Area Number Seven (Elmhurst City Centre – Downtown Services) on November 16, 2004.

The proposed tax levy for Special Service Area Number Seven for the Fiscal Year beginning May 1, 2009 and ending April 30, 2010 is \$128,722.00.

Enclosed for your consideration is an Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2009 and Ending April 30, 2010, in and for Special Service Area Number Seven of the City of Elmhurst.

VOW

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2009, AND ENDING APRIL 30, 2010, IN AND FOR SPECIAL SERVICE AREA NUMBER EIGHT OF THE CITY OF ELMHURST

BE IT AND IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS AS FOLLOWS:

SECTION 1. Findings. Special Service Area Number Eight of the City of Elmhurst has been created by an Ordinance entitled:

"AN ORDINANCE ESTABLISHING SPECIAL SERVICE AREA NUMBER EIGHT OF THE CITY OF ELMHURST"

adopted and effective February 20, 2006, no petition having been filed opposing the creation of the Special Service Area, pursuant to 35 ILCS Section 200/27-55. Said Special Service Area Number Eight consists of the territory described in the ordinance aforesaid. The City of Elmhurst is now authorized to levy taxes for special services in said Special Service Area.

SECTION 2. That the total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year in Special Service Area Number Eight is ascertained to be the sum of \$24,500.

SECTION 3. That the following sums be, and the same hereby are, levied upon the taxable property, as defined in the Property Tax Code in Special Service Area Number Eight of the City of Elmhurst, said tax to be levied for the fiscal year beginning May 1, 2009, and ending April 30, 2010.

	<u>Amount Appropriated</u>	<u>Amount Payable From Other Sources</u>	<u>Amount To Be Raised By Tax Levy</u>
DEBT SERVICE			
Repayment of Loan to Capital Improvement Fund	\$ 24,500	-0-	\$ 24,500
Total	\$ 24,500	-0-	\$ 24,500

SECTION 4. This tax is levied pursuant to Article VII, Section 6A and 6L of the Constitution of the State of Illinois and 35 ILCS 200/27-5, et seq. and pursuant to an Ordinance Establishing Special Service Area Number Eight of the City of Elmhurst.

SECTION 5. That there is hereby certified to the County Clerks of DuPage and Cook Counties, of Illinois, the sum aforesaid, constituting said total amount and the said total amount of \$24,500, which said total amount the said Special Service Area Number Eight of the City of Elmhurst requires to be raised by taxation for the current fiscal year of said City, and the City Clerk, of said City, is hereby ordered and directed to file with the County Clerks of said counties on or before the time required by law, a certified copy of this Ordinance.

Copies To All Elected Officials

12/03/09

SECTION 6. All ordinances or parts of ordinances in conflict with this ordinance are hereby amended to the extent of the conflict.

SECTION 7. This ordinance shall be in full force and effect after passage and publication according to law.

Approved this _____ day of _____, 2009.

Peter P. DiCianni III, Mayor

Passed this _____ day of _____, 2009

Ayes: _____ Nays: _____

Patty Spencer, City Clerk

SSA#8TaxLevy

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2009 and Ending April 30, 2010, in and for Special Service Area Number Eight of the City of Elmhurst

ORIGINATOR: City Attorney/Finance Department

DESCRIPTION OF SUBJECT MATTER:

The City of Elmhurst established Special Service Area Number Eight (Sidewalks, Babcock Avenue Between West and Garden Avenues) on February 20, 2006.

The proposed tax levy for Special Service Area Number Eight for the Fiscal Year beginning May 1, 2009 and ending April 30, 2010 is \$24,500.00.

Enclosed for your consideration is an Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2009 and Ending April 30, 2010, in and for Special Service Area Number Eight of the City of Elmhurst.

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF
TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2009,
AND ENDING APRIL 30, 2010, IN AND FOR SPECIAL
SERVICE AREA NUMBER NINE OF THE CITY OF ELMHURST**

BE IT AND IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS AS FOLLOWS:

SECTION 1. Findings. Special Service Area Number Nine of the City of Elmhurst has been created by an Ordinance entitled:

"AN ORDINANCE ESTABLISHING SPECIAL SERVICE AREA NUMBER NINE OF THE CITY OF ELMHURST"

adopted and effective April 16, 2007, no petition having been filed opposing the creation of the Special Service Area, pursuant to 35 ILCS Section 200/27-55. Said Special Service Area Number Nine consists of the territory described in the ordinance aforesaid. The City of Elmhurst is now authorized to levy taxes for special services in said Special Service Area.

SECTION 2. That the total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year in Special Service Area Number Nine is ascertained to be the sum of \$7,380.

SECTION 3. That the following sums be, and the same hereby are, levied upon the taxable property, as defined in the Property Tax Code in Special Service Area Number Nine of the City of Elmhurst, said tax to be levied for the fiscal year beginning May 1, 2009, and ending April 30, 2010.

	<u>Amount Appropriated</u>	<u>Amount Payable From Other Sources</u>	<u>Amount To Be Raised By Tax Levy</u>
DEBT SERVICE			
Repayment of Loan to Capital Improvement Fund	\$ 7,380	-0-	\$ 7,380
Total	\$ 7,380	-0-	\$ 7,380

SECTION 4. This tax is levied pursuant to Article VII, Section 6A and 6L of the Constitution of the State of Illinois and 35 ILCS 200/27-5, et seq. and pursuant to an Ordinance Establishing Special Service Area Number Nine of the City of Elmhurst.

SECTION 5. That there is hereby certified to the County Clerks of DuPage and Cook Counties, of Illinois, the sum aforesaid, constituting said total amount and the said total amount of \$7,380, which said total amount the said Special Service Area Number Nine of the City of Elmhurst requires to be raised by taxation for the current fiscal year of said City, and the City Clerk, of said City, is hereby ordered and directed to file with the County Clerks of said counties on or before the time required by law, a certified copy of this Ordinance.

**Copies To All
Elected Officials
12/03/09**

SECTION 6. All ordinances or parts of ordinances in conflict with this ordinance are hereby amended to the extent of the conflict.

SECTION 7. This ordinance shall be in full force and effect after passage and publication according to law.

Approved this _____ day of _____, 2009.

Peter P. DiCianni III, Mayor

Passed this _____ day of _____, 2009

Ayes: _____ Nays: _____

Patty Spencer, City Clerk

SSA#9TaxLevy

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2009 and Ending April 30, 2010, in and for Special Service Area Number Nine of the City of Elmhurst

ORIGINATOR: City Attorney/Finance Department

DESCRIPTION OF SUBJECT MATTER:

The City of Elmhurst established Special Service Area Number Nine (Sidewalks, Dorchester Avenue Between Riverside Drive and Butterfield Frontage Road) on April 16, 2007.

The proposed tax levy for Special Service Area Number Nine for the Fiscal Year beginning May 1, 2009 and ending April 30, 2010 is \$7,380.00.

Enclosed for your consideration is an Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2009 and Ending April 30, 2010, in and for Special Service Area Number Nine of the City of Elmhurst.

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF
TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2009,
AND ENDING APRIL 30, 2010, IN AND FOR SPECIAL
SERVICE AREA NUMBER TEN OF THE CITY OF ELMHURST**

BE IT AND IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS AS FOLLOWS:

SECTION 1. Findings. Special Service Area Number Ten of the City of Elmhurst has been created by an Ordinance entitled:

"AN ORDINANCE ESTABLISHING SPECIAL SERVICE AREA NUMBER TEN OF THE CITY OF ELMHURST"

adopted and effective July 2, 2007, no petition having been filed opposing the creation of the Special Service Area, pursuant to 35 ILCS Section 200/27-55. Said Special Service Area Number Ten consists of the territory described in the ordinance aforesaid. The City of Elmhurst is now authorized to levy taxes for special services in said Special Service Area.

SECTION 2. That the total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year in Special Service Area Number Ten is ascertained to be the sum of \$9,592.

SECTION 3. That the following sums be, and the same hereby are, levied upon the taxable property, as defined in the Property Tax Code in Special Service Area Number Ten of the City of Elmhurst, said tax to be levied for the fiscal year beginning May 1, 2009, and ending April 30, 2010.

	<u>Amount Appropriated</u>	<u>Amount Payable From Other Sources</u>	<u>Amount To Be Raised By Tax Levy</u>
DEBT SERVICE			
Repayment of Loan to Capital Improvement Fund	\$ 9,592	-0-	\$ 9,592
Total	\$ 9,592	-0-	\$ 9,592

SECTION 4. This tax is levied pursuant to Article VII, Section 6A and 6L of the Constitution of the State of Illinois and 35 ILCS 200/27-5, et seq. and pursuant to an Ordinance Establishing Special Service Area Number Ten of the City of Elmhurst.

SECTION 5. That there is hereby certified to the County Clerks of DuPage and Cook Counties, of Illinois, the sum aforesaid, constituting said total amount and the said total amount of \$9,592, which said total amount the said Special Service Area Number Ten of the City of Elmhurst requires to be raised by taxation for the current fiscal year of said City, and the City Clerk, of said City, is hereby ordered and directed to file with the County Clerks of said counties on or before the time required by law, a certified copy of this Ordinance.

/Copies To All
Elected Officials

12/03/09

SECTION 6. All ordinances or parts of ordinances in conflict with this ordinance are hereby amended to the extent of the conflict.

SECTION 7. This ordinance shall be in full force and effect after passage and publication according to law.

Approved this _____ day of _____, 2009.

Peter P. DiCianni III, Mayor

Passed this _____ day of _____, 2009

Ayes: _____ Nays: _____

Patty Spencer, City Clerk

SSA#10TaxLevy

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2009 and Ending April 30, 2010, in and for Special Service Area Number Ten of the City of Elmhurst

ORIGINATOR: City Attorney/Finance Department

DESCRIPTION OF SUBJECT MATTER:

The City of Elmhurst established Special Service Area Number Ten (Sidewalks, Belden Avenue Between West and Garden Avenues) on July 2, 2007.

The proposed tax levy for Special Service Area Number Ten for the Fiscal Year beginning May 1, 2009 and ending April 30, 2010 is \$9,592.00.

Enclosed for your consideration is an Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2009 and Ending April 30, 2010, in and for Special Service Area Number Ten of the City of Elmhurst.

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2009, AND ENDING APRIL 30, 2010, IN AND FOR SPECIAL SERVICE AREA NUMBER ELEVEN OF THE CITY OF ELMHURST

BE IT AND IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS AS FOLLOWS:

SECTION 1. Findings. Special Service Area Number Eleven of the City of Elmhurst has been created by an Ordinance entitled:

"AN ORDINANCE ESTABLISHING SPECIAL SERVICE AREA NUMBER ELEVEN OF THE CITY OF ELMHURST"

adopted and effective December 15, 2008, no petition having been filed opposing the creation of the Special Service Area, pursuant to 35 ILCS Section 200/27-55. Said Special Service Area Number Eleven consists of the territory described in the ordinance aforesaid. The City of Elmhurst is now authorized to levy taxes for special services in said Special Service Area.

SECTION 2. That the total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year in Special Service Area Number Eleven is ascertained to be the sum of \$3,729.

SECTION 3. That the following sums be, and the same hereby are, levied upon the taxable property, as defined in the Property Tax Code in Special Service Area Number Eleven of the City of Elmhurst, said tax to be levied for the fiscal year beginning May 1, 2009, and ending April 30, 2010.

	<u>Amount Appropriated</u>	<u>Amount Payable From Other Sources</u>	<u>Amount To Be Raised By Tax Levy</u>
DEBT SERVICE			
Repayment of Loan to Capital	\$ 3,729	-0-	\$ 3,729
Improvement Fund			
Total	\$ 3,729	-0-	\$ 3,729

SECTION 4. This tax is levied pursuant to Article VII, Section 6A and 6L of the Constitution of the State of Illinois and 35 ILCS 200/27-5, et seq. and pursuant to an Ordinance Establishing Special Service Area Number Eleven of the City of Elmhurst.

SECTION 5. That there is hereby certified to the County Clerks of DuPage and Cook Counties, of Illinois, the sum aforesaid, constituting said total amount and the said total amount of \$3,729, which said total amount the said Special Service Area Number Eleven of the City of Elmhurst requires to be raised by taxation for the current fiscal year of said City, and the City Clerk, of said City, is hereby ordered and directed to file with the County Clerks of said counties on or before the time required by law, a certified copy of this Ordinance.

Copies To All
Elected Officers

12/03/09

SECTION 6. All ordinances or parts of ordinances in conflict with this ordinance are hereby amended to the extent of the conflict.

SECTION 7. This ordinance shall be in full force and effect after passage and publication according to law.

Approved this _____ day of _____, 2009.

Peter P. DiCianni III, Mayor

Passed this _____ day of _____, 2009

Ayes: _____ Nays: _____

Patty Spencer, City Clerk

SSA#11TaxLevy

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2009 and Ending April 30, 2010, in and for Special Service Area Number Eleven of the City of Elmhurst

ORIGINATOR: City Attorney/Finance Department

DESCRIPTION OF SUBJECT MATTER:

The City of Elmhurst established Special Service Area Number Eleven (Sidewalks, Willow Road Between Gladys and Crestview Avenues) on December 15, 2008.

The proposed tax levy for Special Service Area Number Eleven for the Fiscal Year beginning May 1, 2009 and ending April 30, 2010 is \$3,729.00.

Enclosed for your consideration is an Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2009 and Ending April 30, 2010, in and for Special Service Area Number Eleven of the City of Elmhurst.

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF
TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2009,
AND ENDING APRIL 30, 2010, IN AND FOR SPECIAL
SERVICE AREA NUMBER TWELVE OF THE CITY OF ELMHURST**

BE IT AND IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS AS FOLLOWS:

SECTION 1. Findings. Special Service Area Number Twelve of the City of Elmhurst has been created by an Ordinance entitled:

"AN ORDINANCE ESTABLISHING SPECIAL SERVICE AREA NUMBER TWELVE OF THE CITY OF ELMHURST"

adopted and effective July 20, 2009, no petition having been filed opposing the creation of the Special Service Area, pursuant to 35 ILCS Section 200/27-55. Said Special Service Area Number Twelve consists of the territory described in the ordinance aforesaid. The City of Elmhurst is now authorized to levy taxes for special services in said Special Service Area.

SECTION 2. That the total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year in Special Service Area Number Twelve is ascertained to be the sum of \$10,920.

SECTION 3. That the following sums be, and the same hereby are, levied upon the taxable property, as defined in the Property Tax Code in Special Service Area Number Twelve of the City of Elmhurst, said tax to be levied for the fiscal year beginning May 1, 2009, and ending April 30, 2010.

	<u>Amount Appropriated</u>	<u>Amount Payable From Other Sources</u>	<u>Amount To Be Raised By Tax Levy</u>
DEBT SERVICE			
Repayment of Loan to Capital	\$ 10,920	-0-	\$ 10,920
Improvement Fund			
Total	\$ 10,920	-0-	\$ 10,920

SECTION 4. This tax is levied pursuant to Article VII, Section 6A and 6L of the Constitution of the State of Illinois and 35 ILCS 200/27-5, et seq. and pursuant to an Ordinance Establishing Special Service Area Number Twelve of the City of Elmhurst.

SECTION 5. That there is hereby certified to the County Clerks of DuPage and Cook Counties, of Illinois, the sum aforesaid, constituting said total amount and the said total amount of \$10,920, which said total amount the said Special Service Area Number Twelve of the City of Elmhurst requires to be raised by taxation for the current fiscal year of said City, and the City Clerk, of said City, is hereby ordered and directed to file with the County Clerks of said counties on or before the time required by law, a certified copy of this Ordinance.

**Copies To All
Elected Officials
12/03/09**

SECTION 6. All ordinances or parts of ordinances in conflict with this ordinance are hereby amended to the extent of the conflict.

SECTION 7. This ordinance shall be in full force and effect after passage and publication according to law.

Approved this _____ day of _____, 2009.

Peter P. DiCianni III, Mayor

Passed this _____ day of _____, 2009

Ayes: _____ Nays: _____

Patty Spencer, City Clerk

SSA#12TaxLevy

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2009 and Ending April 30, 2010, in and for Special Service Area Number Twelve of the City of Elmhurst

ORIGINATOR: City Attorney/Finance Department

DESCRIPTION OF SUBJECT MATTER:

The City of Elmhurst established Special Service Area Number Twelve (Sidewalks, North Side of Gladys Avenue Between West and Garden Avenues) on July 20, 2009.

The proposed tax levy for Special Service Area Number Twelve for the Fiscal Year beginning May 1, 2009 and ending April 30, 2010 is \$10,920.00.

Enclosed for your consideration is an Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2009 and Ending April 30, 2010, in and for Special Service Area Number Twelve of the City of Elmhurst.

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2009, AND ENDING APRIL 30, 2010, IN AND FOR SPECIAL SERVICE AREA NUMBER THIRTEEN OF THE CITY OF ELMHURST

BE IT AND IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS AS FOLLOWS:

SECTION 1. Findings. Special Service Area Number Thirteen of the City of Elmhurst has been created by an Ordinance entitled:

"AN ORDINANCE ESTABLISHING SPECIAL SERVICE AREA NUMBER THIRTEEN OF THE CITY OF ELMHURST"

adopted and effective June 15, 2009, no petition having been filed opposing the creation of the Special Service Area, pursuant to 35 ILCS Section 200/27-55. Said Special Service Area Number Thirteen consists of the territory described in the ordinance aforesaid. The City of Elmhurst is now authorized to levy taxes for special services in said Special Service Area.

SECTION 2. That the total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year in Special Service Area Number Thirteen is ascertained to be the sum of \$38,757.

SECTION 3. That the following sums be, and the same hereby are, levied upon the taxable property, as defined in the Property Tax Code in Special Service Area Number Thirteen of the City of Elmhurst, said tax to be levied for the fiscal year beginning May 1, 2009, and ending April 30, 2010.

	<u>Amount Appropriated</u>	<u>Amount Payable From Other Sources</u>	<u>Amount To Be Raised By Tax Levy</u>
DEBT SERVICE			
Repayment of Loan to Capital	\$ 38,757	-0-	\$ 38,757
Improvement Fund			
Total	\$ 38,757	-0-	\$ 38,757

SECTION 4. This tax is levied pursuant to Article VII, Section 6A and 6L of the Constitution of the State of Illinois and 35 ILCS 200/27-5, et seq. and pursuant to an Ordinance Establishing Special Service Area Number Thirteen of the City of Elmhurst.

SECTION 5. That there is hereby certified to the County Clerks of DuPage and Cook Counties, of Illinois, the sum aforesaid, constituting said total amount and the said total amount of \$38,757, which said total amount the said Special Service Area Number Thirteen of the City of Elmhurst requires to be raised by taxation for the current fiscal year of said City, and the City Clerk, of said City, is hereby ordered and directed to file with the County Clerks of said counties on or before the time required by law, a certified copy of this Ordinance.

Copies To All
Elected Officials
12/03/09

SECTION 6. All ordinances or parts of ordinances in conflict with this ordinance are hereby amended to the extent of the conflict.

SECTION 7. This ordinance shall be in full force and effect after passage and publication according to law.

Approved this _____ day of _____, 2009.

Peter P. DiCianni III, Mayor

Passed this _____ day of _____, 2009

Ayes: _____ Nays: _____

Patty Spencer, City Clerk

SSA#13TaxLevy

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2009 and Ending April 30, 2010, in and for Special Service Area Number Thirteen of the City of Elmhurst

ORIGINATOR: City Attorney/Finance Department

DESCRIPTION OF SUBJECT MATTER:

The City of Elmhurst established Special Service Area Number Thirteen (Prospect Avenue Water and Sewer Infrastructure Improvements) on June 15, 2009.

The proposed tax levy for Special Service Area Number Thirteen for the Fiscal Year beginning May 1, 2009 and ending April 30, 2010 is \$38,757.00.

Enclosed for your consideration is an Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2009 and Ending April 30, 2010, in and for Special Service Area Number Thirteen of the City of Elmhurst.

O-61-2009
AN ORDINANCE
ABATING THE TAX LEVY FOR THE YEAR 2009
FOR THE PAYMENT OF PRINCIPAL AND INTEREST
ACCRUING UPON AN ISSUE OF \$10,000,000
GENERAL OBLIGATION REFUNDING BONDS
OF THE CITY OF ELMHURST
DATED OCTOBER 15, 2003

WHEREAS, on the 6th of October 2003 an ordinance was passed by the City Council of the City of Elmhurst, entitled:

AN ORDINANCE APPROVING THE BOND ORDER AND SALE OF CITY
OF ELMHURST \$10,000,000 GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2003 AND AMENDING ORDINANCE O-15-2003 WITH RESPECT TO
THAT SALE AND THE TAX LEVY THEREFORE

in which ordinance taxes were levied for the years 2003 to 2017 inclusive, to provide for the payment of principal and interest accruing upon the bonds issued pursuant to said ordinance; and

WHEREAS, for the year 2009 there was by said ordinance levied the sum of \$804,652.50 and

WHEREAS, it is anticipated that from funds on hand and expected revenues in the Library Fund there will be in the City Treasury the sum of \$280,014.50 which will be available for payment of principal and interest accruing on said bonds.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELMHURST, DU PAGE AND COOK COUNTIES, ILLINOIS:

Section 1. The sum of \$280,014.50 of the levy for the year 2009 for payment of principal and interest accruing upon the \$10,000,000 General Obligation Refunding Bonds issued pursuant to ordinance passed October 6, 2003, is hereby abated reducing said levy for the year 2009 from \$804,652.50 to \$524,638.

Section 2. A certified copy of the ordinance shall be filed with the County Clerk of DuPage and Cook Counties, Illinois, by the City Clerk of the City of Elmhurst.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval.

Approved this _____ day of _____ 2009.

Passed this _____ day of _____, 2009.

Ayes: _____ Nays: _____

Peter P. DiCianni III, Mayor

Patty Spencer, City Clerk

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance Abating the Tax Levy for the Year 2009 for the Payment of Principal and Interest Accruing Upon an Issue of \$10,000,000 General Obligation Refunding Bonds of the City of Elmhurst dated October 15, 2003

ORIGINATOR: City Attorney/ Finance Department

DESCRIPTION OF SUBJECT MATTER:

The City previously issued its \$10,000,000 General Obligation Refunding Bonds, Series 2003 (the "Bonds").

The 2009 tax levy for the Bonds is \$804,652.50.

There are sufficient funds on hand to abate \$280,014.50 of the 2009 tax levy; said abatement would reduce the 2009 tax levy to \$524,638.00.

Enclosed for your consideration is An Ordinance Abating the Tax Levy for the Year 2009 for the Payment of Principal and Interest Accruing Upon an Issue of \$10,000,000 General Obligation Refunding Bonds of the City of Elmhurst dated October 15, 2003.

O-62-2009
AN ORDINANCE
ABATING THE TAX LEVY FOR THE YEAR 2009
FOR THE PAYMENT OF PRINCIPAL AND INTEREST
ACCRUING UPON AN ISSUE OF \$9,990,000
GENERAL OBLIGATION REFUNDING BONDS
OF THE CITY OF ELMHURST
DATED DECEMBER 1, 2004

WHEREAS, on the 20th of December 2004 an ordinance was passed by the City Council of the City of Elmhurst, entitled:

AN ORDINANCE APPROVING THE BOND ORDER AND SALE OF CITY
OF ELMHURST \$9,990,000 GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2004 AND AMENDING ORDINANCE O-30-2004 WITH RESPECT TO
THAT SALE AND THE TAX LEVY THEREFORE

in which ordinance taxes were levied for the years 2004 to 2019 inclusive, to provide for the payment of principal and interest accruing upon the bonds issued pursuant to said ordinance; and

WHEREAS, for the year 2009 there was by said ordinance levied the sum of \$705,807.50 and

WHEREAS, it is anticipated that from funds on hand and expected revenues in the Library Fund, Rt. 83 Commercial Development Fund and Municipal Utility Fund there will be in the City Treasury the sum of \$364,312.66 which will be available for payment of principal and interest accruing on said bonds.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELMHURST, DU PAGE AND COOK COUNTIES, ILLINOIS:

Section 1. The sum of \$364,312.66 of the levy for the year 2009 for payment of principal and interest accruing upon the \$9,990,000 General Obligation Refunding Bonds issued pursuant to ordinance passed December 20, 2004, is hereby abated reducing said levy for the year 2009 from \$705,807.50 to \$341,494.84.

Section 2. A certified copy of the ordinance shall be filed with the County Clerk of DuPage and Cook Counties, Illinois, by the City Clerk of the City of Elmhurst.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval.

Approved this _____ day of _____ 2009.

Passed this _____ day of _____, 2009.

Ayes: _____ Nays: _____

Peter P. DiCianni III, Mayor

Patty Spencer, City Clerk

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance Abating the Tax Levy for the Year 2009 for the Payment of Principal and Interest Accruing Upon an Issue of \$9,990,000 General Obligation Refunding Bonds of the City of Elmhurst dated December 1, 2004

ORIGINATOR: City Attorney/ Finance Department

DESCRIPTION OF SUBJECT MATTER:

The City previously issued its \$9,990,000 General Obligation Refunding Bonds, Series 2004 (the "Bonds").

The 2009 tax levy for the Bonds is \$705,807.50.

There are sufficient funds on hand to abate \$364,312.66 of the 2009 tax levy; said abatement would reduce the 2009 tax levy to \$341,494.84.

Enclosed for your consideration is An Ordinance Abating the Tax Levy for the Year 2009 for the Payment of Principal and Interest Accruing Upon an Issue of \$9,990,000 General Obligation Refunding Bonds of the City of Elmhurst dated December 1, 2004.

O-63-2009
AN ORDINANCE
ABATING THE TAX LEVY FOR THE YEAR 2009
FOR THE PAYMENT OF PRINCIPAL AND INTEREST
ACCRUING UPON AN ISSUE OF \$9,065,000
GENERAL OBLIGATION REFUNDING BONDS
OF THE CITY OF ELMHURST
DATED DECEMBER 1, 2005

WHEREAS, on the 7th of November 2005 an ordinance was passed by the City Council of the City of Elmhurst, entitled:

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF CITY
OF ELMHURST \$9,065,000 GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2005 AND AMENDING ORDINANCE O-22-2005 WITH RESPECT TO
THAT ISSUANCE

in which ordinance taxes were levied for the years 2005 to 2020 inclusive, to provide for the payment of principal and interest accruing upon the bonds issued pursuant to said ordinance; and

WHEREAS, for the year 2009 there was by said ordinance levied the sum of \$1,020,237.50 and

WHEREAS, it is anticipated that from funds on hand and expected revenues in the Library Fund, Rt. 83 Commercial Development Fund and Municipal Utility Fund there will be in the City Treasury the sum of \$958,770.92 which will be available for payment of principal and interest accruing on said bonds.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELMHURST, DU PAGE AND COOK COUNTIES, ILLINOIS:

Section 1. The sum of \$958,770.92 of the levy for the year 2009 for payment of principal and interest accruing upon the \$9,065,000 General Obligation Refunding Bonds issued pursuant to ordinance passed November 7, 2005, is hereby abated reducing said levy for the year 2009 from \$1,020,237.50 to \$61,466.58.

Section 2. A certified copy of the ordinance shall be filed with the County Clerk of DuPage and Cook Counties, Illinois, by the City Clerk of the City of Elmhurst.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval.

Approved this _____ day of _____ 2009.

Passed this _____ day of _____, 2009.

Ayes: _____ Nays: _____

Peter P. DiCianni III, Mayor

Patty Spencer, City Clerk

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance Abating the Tax Levy for the Year 2009 for the Payment of Principal and Interest Accruing Upon an Issue of \$9,065,000 General Obligation Refunding Bonds of the City of Elmhurst dated December 1, 2005

ORIGINATOR: City Attorney/ Finance Department

DESCRIPTION OF SUBJECT MATTER:

The City previously issued its \$9,065,000 General Obligation Refunding Bonds, Series 2005 (the "Bonds").

The 2009 tax levy for the Bonds is \$1,020,237.50.

There are sufficient funds on hand to abate \$958,770.92 of the 2009 tax levy; said abatement would reduce the 2009 tax levy to \$61,466.58.

Enclosed for your consideration is An Ordinance Abating the Tax Levy for the Year 2009 for the Payment of Principal and Interest Accruing Upon an Issue of \$9,065,000 General Obligation Refunding Bonds of the City of Elmhurst dated December 1, 2005.

O-64-2009
AN ORDINANCE
ABATING THE TAX LEVY FOR THE YEAR 2009
FOR THE PAYMENT OF PRINCIPAL AND INTEREST
ACCRUING UPON AN ISSUE OF \$9,500,000
GENERAL OBLIGATION CORPORATE PURPOSE BONDS
OF THE CITY OF ELMHURST
DATED MARCH 1, 2006

WHEREAS, on the 20th of February 2006 an ordinance was passed by the City Council of the City of Elmhurst, entitled:

AN ORDINANCE APPROVING THE BOND ORDER AND SALE OF CITY
OF ELMHURST \$9,500,000 GENERAL OBLIGATION BONDS,
SERIES 2006 AND AMENDING ORDINANCE O-04-2006 WITH RESPECT TO
THAT ISSUANCE

in which ordinance taxes were levied for the years 2005 to 2022 inclusive, to provide for the payment of principal and interest accruing upon the bonds issued pursuant to said ordinance; and

WHEREAS, for the year 2009 there was by said ordinance levied the sum of \$654,337.50 and

WHEREAS, it is anticipated that from funds on hand and expected revenues in the Redevelopment Fund there will be in the City Treasury the sum of \$436,849.49 which will be available for payment of principal and interest accruing on said bonds.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELMHURST, DU PAGE AND COOK COUNTIES, ILLINOIS:

Section 1. The sum of \$436,849.49 of the levy for the year 2009 for payment of principal and interest accruing upon the \$9,500,000 General Obligation Bonds issued pursuant to ordinance passed February 20, 2006, is hereby abated reducing said levy for the year 2009 from \$654,337.50 to \$217,488.01.

Section 2. A certified copy of the ordinance shall be filed with the County Clerk of DuPage and Cook Counties, Illinois, by the City Clerk of the City of Elmhurst.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval.

Approved this _____ day of _____ 2009.

Passed this _____ day of _____, 2009.

Ayes: _____ Nays: _____

Peter P. DiCianni III, Mayor

Patty Spencer, City Clerk

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance Abating the Tax Levy for the Year 2009 for the Payment of Principal and Interest Accruing Upon an Issue of \$9,500,000 General Obligation Corporate Purpose Bonds of the City of Elmhurst dated March 1, 2006

ORIGINATOR: City Attorney/ Finance Department

DESCRIPTION OF SUBJECT MATTER:

The City previously issued its \$9,500,000 General Obligation Corporate Purpose Bonds, Series 2006 (the "Bonds").

The 2009 tax levy for the Bonds is \$654,337.50.

There are sufficient funds on hand to abate \$436,849.49 of the 2009 tax levy; said abatement would reduce the 2009 tax levy to \$217,488.01.

Enclosed for your consideration is An Ordinance Abating the Tax Levy for the Year 2009 for the Payment of Principal and Interest Accruing Upon an Issue of \$9,500,000 General Obligation Corporate Purpose Bonds of the City of Elmhurst dated March 1, 2006.

O-65-2009
AN ORDINANCE
ABATING THE TAX LEVY FOR THE YEAR 2009
FOR THE PAYMENT OF PRINCIPAL AND INTEREST
ACCRUING UPON AN ISSUE OF \$8,170,000
GENERAL OBLIGATION CORPORATE PURPOSE BONDS
OF THE CITY OF ELMHURST
DATED OCTOBER 1, 2008

WHEREAS, on the 15th of September 2008 an ordinance was passed by the City Council of the City of Elmhurst, entitled:

AN ORDINANCE APPROVING THE BOND ORDER AND BOND PURCHASE AGREEMENT FOR SALE OF THE SERIES 2008 GENERAL OBLIGATION BONDS, AUTHORIZING REDEMPTION OF SERIES 2000 REFUNDING BONDS , AND LEVYING AND ABATING TAXES WITH RESPECT THERETO

in which ordinance taxes were levied for the years 2008 to 2026 inclusive, to provide for the payment of principal and interest accruing upon the bonds issued pursuant to said ordinance; and

WHEREAS, for the year 2009 there was by said ordinance levied the sum of \$563,872.50 and

WHEREAS, it is anticipated that from funds on hand and expected revenues in the Redevelopment Fund, Municipal Utility Fund and Parking Revenue System Fund there will be in the City Treasury the sum of \$74,283.51 which will be available for payment of principal and interest accruing on said bonds.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELMHURST, DU PAGE AND COOK COUNTIES, ILLINOIS:

Section 1. The sum of \$74,283.51 of the levy for the year 2009 for payment of principal and interest accruing upon the \$8,170,000 General Obligation Bonds issued pursuant to ordinance passed September 15, 2008, is hereby abated reducing said levy for the year 2009 from \$563,872.50 to \$489,588.99.

Section 2. A certified copy of the ordinance shall be filed with the County Clerk of DuPage and Cook Counties, Illinois, by the City Clerk of the City of Elmhurst.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval.

Approved this _____ day of _____ 2009.

Passed this _____ day of _____, 2009.

Ayes: _____ Nays: _____

Peter P. DiCianni III, Mayor

Patty Spencer, City Clerk

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance Abating the Tax Levy for the Year 2009 for the Payment of Principal and Interest Accruing Upon an Issue of \$8,170,000 General Obligation Corporate Purpose Bonds of the City of Elmhurst dated October 1, 2008

ORIGINATOR: City Attorney/ Finance Department

DESCRIPTION OF SUBJECT MATTER:

The City previously issued its \$8,170,000 General Obligation Corporate Purpose Bonds, Series 2008 (the "Bonds").

The 2009 tax levy for the Bonds is \$563,872.50.

There are sufficient funds on hand to abate \$74,283.51 of the 2009 tax levy; said abatement would reduce the 2009 tax levy to \$489,588.99.

Enclosed for your consideration is An Ordinance Abating the Tax Levy for the Year 2009 for the Payment of Principal and Interest Accruing Upon an Issue of \$8,170,000 General Obligation Corporate Purpose Bonds of the City of Elmhurst dated October 1, 2008.

O-66-2009
AN ORDINANCE
ABATING THE TAX LEVY FOR THE YEAR 2009
FOR THE PAYMENT OF PRINCIPAL AND INTEREST
ACCRUING UPON AN ISSUE OF \$10,000,000
GENERAL OBLIGATION CORPORATE PURPOSE BONDS
OF THE CITY OF ELMHURST
DATED MARCH 15, 2009

WHEREAS, on the 2nd of March 2009 an ordinance was passed by the City Council of the City of Elmhurst, entitled:

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF \$10,000,000
GENERAL OBLIGATION BONDS, SERIES 2009, OF THE CITY OF ELMHURST,
DUPAGE AND COOK COUNTIES, ILLINOIS

in which ordinance taxes were levied for the years 2009 to 2027 inclusive, to provide for the payment of principal and interest accruing upon the bonds issued pursuant to said ordinance; and

WHEREAS, for the year 2009 there was by said ordinance levied the sum of \$732,580.00 and

WHEREAS, it is anticipated that from funds on hand and expected revenues in the Parking Revenue System Fund there will be in the City Treasury the sum of \$439,548.00 which will be available for payment of principal and interest accruing on said bonds.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELMHURST, DU PAGE AND COOK COUNTIES, ILLINOIS:

Section 1. The sum of \$439,548.00 of the levy for the year 2009 for payment of principal and interest accruing upon the \$10,000,000 General Obligation Bonds issued pursuant to ordinance passed March 2, 2009, is hereby abated reducing said levy for the year 2009 from \$732,580.00 to \$293,032.00.

Section 2. A certified copy of the ordinance shall be filed with the County Clerk of DuPage and Cook Counties, Illinois, by the City Clerk of the City of Elmhurst.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval.

Approved this _____ day of _____ 2009.

Passed this _____ day of _____, 2009.

Ayes: _____ Nays: _____

Peter P. DiCianni III, Mayor

Patty Spencer, City Clerk

Abate2009

Copies To All
Elected Officials

12.1031

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance Abating the Tax Levy for the Year 2009 for the Payment of Principal and Interest Accruing Upon an Issue of \$10,000,000 General Obligation Corporate Purpose Bonds of the City of Elmhurst dated March 15, 2009

ORIGINATOR: City Attorney/ Finance Department

DESCRIPTION OF SUBJECT MATTER:

The City previously issued its \$10,000,000 General Obligation Corporate Purpose Bonds, Series 2009 (the "Bonds").

The 2009 tax levy for the Bonds is \$732,580.00.

There are sufficient funds on hand to abate \$439,548.00 of the 2009 tax levy; said abatement would reduce the 2009 tax levy to \$293,032.00.

Enclosed for your consideration is An Ordinance Abating the Tax Levy for the Year 2009 for the Payment of Principal and Interest Accruing Upon an Issue of \$10,000,000 General Obligation Corporate Purpose Bonds of the City of Elmhurst dated March 15, 2009.

O-67-2009
AN ORDINANCE
ABATING THE TAX LEVY FOR THE YEAR 2009
FOR THE PAYMENT OF PRINCIPAL AND INTEREST
ACCRUING UPON AN ISSUE OF \$3,700,000
GENERAL OBLIGATION REFUNDING BONDS
OF THE CITY OF ELMHURST
DATED SEPTEMBER 2, 2009

WHEREAS, on the 3rd of August 2009 an ordinance was passed by the City Council of the City of Elmhurst, entitled:

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$4,000,000
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2009A, OF THE
CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS

in which ordinance taxes were levied for the years 2009 to 2019 inclusive, to provide for the payment of principal and interest accruing upon the bonds issued pursuant to said ordinance; and

WHEREAS, for the year 2009 there was by said ordinance levied the sum of \$800,000.00 and

WHEREAS, a Notification of Sale of General Obligation Refunding Bonds, Series 2009A provided for a reduction of the levy for the year 2009 to \$644,812.50;

WHEREAS, it is anticipated that from funds on hand and expected revenues in the Municipal Utility Fund there will be in the City Treasury the sum of \$239,870.25 which will be available for payment of principal and interest accruing on said bonds.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELMHURST, DU PAGE AND COOK COUNTIES, ILLINOIS:

Section 1. The sum of \$239,870.25 of the levy for the year 2009 for payment of principal and interest accruing upon the \$3,700,000 General Obligation Refunding Bonds issued pursuant to ordinance passed August 3, 2009, is hereby abated reducing said levy for the year 2009 from \$644,812.50 to \$404,942.25.

Section 2. A certified copy of the ordinance shall be filed with the County Clerk of DuPage and Cook Counties, Illinois, by the City Clerk of the City of Elmhurst.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval.

Approved this _____ day of _____ 2009.

Passed this _____ day of _____, 2009.

Ayes: _____ Nays: _____

Peter P. DiCianni III, Mayor

Patty Spencer, City Clerk
Abate2009A

Copies To All
Elected Officials

12/6/09

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance Abating the Tax Levy for the Year 2009 for the Payment of Principal and Interest Accruing Upon an Issue of \$3,700,000 General Obligation Refunding Bonds of the City of Elmhurst dated September 2, 2009

ORIGINATOR: City Attorney/ Finance Department

DESCRIPTION OF SUBJECT MATTER:

The City previously issued its \$3,700,000 General Obligation Refunding Bonds, Series 2009A (the "Bonds").

The 2009 tax levy for the Bonds is \$644,812.50.

There are sufficient funds on hand to abate \$239,870.25 of the 2009 tax levy; said abatement would reduce the 2009 tax levy to \$404,942.25.

Enclosed for your consideration is An Ordinance Abating the Tax Levy for the Year 2009 for the Payment of Principal and Interest Accruing Upon an Issue of \$3,700,000 General Obligation Refunding Bonds of the City of Elmhurst dated September 2, 2009.

MCO-23- 2009

AN ORDINANCE TO AMEND SECTION 44.74 ENTITLED, "YIELD RIGHT-OF-WAY STREETS," OF ARTICLE V ENTITLED, "DRIVING, OVERTAKING AND PASSING," OF CHAPTER 44 ENTITLED "MOTOR VEHICLES AND TRAFFIC," OF THE MUNICIPAL CODE OF THE CITY OF ELMHURST, ILLINOIS REGARDING PLACING YIELD SIGNS AT THE INTERSECTIONS OF WILSON STREET AND HILLSIDE AVENUE AND WILSON STREET AND FAIRFIELD AVENUE

WHEREAS, the City deems it necessary and desirable to amend Chapter 44 of the Elmhurst Municipal Code.

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

SECTION 1. That Section 44.74 entitled, "Yield Right-Of-Way Streets," of Article V entitled, "Driving, Overtaking And Passing," of Chapter 44 entitled, "Motor Vehicles and Traffic," of the Elmhurst Municipal Code is amended as follows:

"44.74 Yield right-of-way streets.

On the basis of traffic investigations at the below named intersections, it is found that traffic conditions warrant preference to traffic as indicated and that the enumerated intersections should be designated as "Yield Right-of-Way" intersections:

Eastbound:

- Adams Street at Chatham Avenue
- Adams Street at Euclid Avenue
- Adams Street at Hillside Avenue
- Adams Street at Kent Avenue
- Adams Street at Mitchell Avenue
- Adams Street at Parkside Avenue
- Adelia Street at Kenmore Avenue
- Albert Street at Pick Avenue
- Armitage Avenue at Van Auken Street
- Belden Avenue at Willow Street
- Berkley Avenue at Elm Park Avenue
- Columbia Avenue at Kenilworth Avenue
- Cottage Hill Avenue at Adelaide Avenue
- Crescent Avenue at Fairfield Avenue
- Crescent Avenue at Fairview Avenue
- Crescent Avenue at Hawthorne Avenue
- Crescent Avenue at Hillside Avenue
- Crescent Avenue at Saylor Avenue

Crescent Avenue at Swain Avenue
Harrison Street at Mitchell Avenue
Harrison Street at Parkside Avenue
Harrison Street at Prospect Avenue
Jackson Street at Prospect Avenue
Marion Street at Lawndale Avenue
May Street at Prairie Avenue
McKinley Avenue at Parkside Avenue.
McKinley Street at Parkside Avenue
McKinley Street at Swain Avenue
Northend Avenue at Willow Street
Olive Street at Fairview Avenue
Olive Street at Rex Boulevard
Olive Street at Sunnyside Avenue
Oneida Avenue at Kearsage Avenue
Rose Avenue at Pick Avenue
St. Charles Road at Hagan Avenue
Surf Street at Fairview Avenue
Surf Street at Rex Boulevard
Surf Street at Sunnyside Avenue
Utley Road at Fairfield Avenue
Utley Road at Grace Avenue
Wilson Street at Fairfield Avenue
Wilson Street at Hawthorne Avenue
Wilson Street at Hillside Avenue

Northbound:

Arlington Avenue at Orchard Street
Berkley Avenue at Alexander Boulevard
Berkley Avenue at Elm Park Avenue
Chandler Avenue at Adelia Street
Colfax Avenue at Adams Street
Evergreen Avenue at Kimbell Avenue
Evergreen Avenue at Second Street
Fairfield Avenue at Alexander Boulevard
Fairfield Avenue at McKinley Avenue
Fairfield Avenue at Montrose Avenue
Fairfield Avenue at Van Buren Street
Fairview Avenue at Alexander Boulevard
Fairview Avenue at Montrose Avenue
Fairview Avenue at Utley Road
Fern Avenue at Niagara Avenue
Fern Avenue at Yorkfield Avenue
Hawthorne Avenue at Alexander Boulevard
Hawthorne Avenue at McKinley Avenue
Hawthorne Avenue at Montrose Avenue
Hawthorne Avenue at Utley Road

Hawthorne Avenue at Van Buren Street
Hillcrest Avenue at Crescent Avenue
Hillside Avenue at McKinley Avenue
Hillside Avenue at Montrose Avenue
Hillside Avenue at Van Buren Street
Indiana Street at Belden Avenue
Indiana Street at Gladys Avenue
Kearsage Avenue at Vallette Street
Kenilworth Avenue at Fullerton Avenue
Kenilworth Avenue at Gladys Avenue
Kenilworth Avenue at May Street
Kenilworth Avenue at Orchard Street
Kenmore Avenue at Marion Street
Kent Avenue at Jackson Street
Michigan Street at Belden Avenue
Michigan Street at Fullerton Avenue
Michigan Street at North End Avenue
Mitchell Avenue at Eggleston Avenue
Oak Street at Third Street
Parkside Avenue at Eggleston Avenue
Poplar Avenue at Adams Street
Parkside Avenue at Jackson Street
Prospect Avenue at Adams Street
Prospect Avenue at Eggleston Street
Rex Boulevard at Alexander Boulevard
Rex Boulevard at Utley Road
Saylor Avenue at Harrison Street
Saylor Avenue at Jackson Street
Stratford Avenue at Crescent Avenue
Sunnyside Avenue at Alexander Boulevard
Sunnyside Avenue at Montrose Avenue
Sunset Avenue at Commonwealth Lane
Swain Avenue at Harrison Street
Walnut Street at Third Street
Walnut Street at Second Street
Willow Road at Crestview Avenue
Willow Road at Fullerton Avenue
Washington Street at Jackson Street
Washington Street at McKinley Street

Southbound:

Arlington Avenue at Orchard Street
Berkley Avenue at Elm Park Avenue
Chandler Avenue at Adelia Street
Colfax Avenue at Adams Street
Evergreen Avenue at Second Street
Fairfield Avenue at Elm Park Avenue

Fairfield Avenue at McKinley Avenue
Fairfield Avenue at Montrose Avenue
Fairfield Avenue at Van Buren Street
Fairview Avenue at Elm Park Avenue
Fairview Avenue at Montrose Avenue
Fairview Avenue at Utley Road
Fern Avenue at Niagara Avenue
Fern Avenue at Yorkfield Avenue
Hawthorne Avenue at Elm Park Avenue
Hawthorne Avenue at McKinley Avenue
Hawthorne Avenue at Montrose Avenue
Hawthorne Avenue at Utley Road
Hawthorne Avenue at Van Buren Street
Hillcrest Avenue at Crescent Avenue
Hillside Avenue at Montrose Avenue
Hillside Avenue at McKinley Avenue
Hillside Avenue at Van Buren Street
Indiana Street at Belden Avenue
Indiana Street at Gladys Avenue
Kenilworth Avenue at Crestview Avenue
Kenilworth Avenue at Fullerton Avenue
Kenilworth Avenue at Gladys Avenue
Kenilworth Avenue at May Street
Kenilworth Avenue at Orchard Street
Kenmore Avenue at Marion Street
Kent Avenue at Jackson Street
Michigan Street at Belden Avenue
Michigan Street at Fullerton Avenue
Michigan Street at North End Avenue
Oak Street at Third Street
Mitchell Avenue at Eggleston Avenue
Parkside Avenue at Eggleston Avenue
Parkside Avenue at Jackson Street
Poplar Avenue at Adams Street
Prospect Avenue at Adams Street
Prospect Avenue at Eggleston Avenue
Rex Boulevard at Utley Road
Saylor Avenue at Harrison Street
Saylor Avenue at Jackson Street
Stratford Avenue at Crescent Avenue
Sunnyside Avenue at Elm Park Avenue
Sunnyside Avenue at Montrose Avenue
Sunset Avenue at Commonwealth Lane
Swain Avenue at Harrison Street
Walnut Street at Second Street
Walnut Street at Third Street

Willow Road at Crestview Avenue
Willow Road at Fullerton Avenue
Washington Street at Jackson Street
Washington Street at McKinley Street

Westbound:

Adams Street at Chatham Avenue
Adams Street at Euclid Avenue
Adams Street at Hillside Avenue
Adams Street at Kent Avenue
Adams Street at Mitchell Avenue
Adams Street at Parkside Avenue
Adelia Street at Kenmore Avenue
Albert Street at Pick Avenue
Armitage Avenue at Van Auken Street
Belden Avenue at Willow Road
Columbia Avenue at Kenilworth Avenue
Crescent Avenue at Fairfield Avenue
Crescent Avenue at Fairview Avenue
Crescent Avenue at Hawthorne Avenue
Crescent Avenue at Hillside Avenue
Crescent Avenue at Saylor Avenue
Crescent Avenue at Swain Avenue
Eggleston Avenue at Argyle Avenue
Harrison Street at Mitchell Avenue
Harrison Street at Parkside Avenue
Harrison Street at Prospect Avenue
Jackson Street at Prospect Avenue
Marion Street at Lawndale Avenue
May Street at Arlington Street
May Street at Prairie Avenue
McKinley Avenue at Parkside Avenue
McKinley Street at Parkside Avenue
McKinley Street at Swain Avenue
North End at Willow Road
Olive Street at Fairview Avenue
Olive Street at Rex Boulevard
Olive Street at Sunnyside Avenue
Oneida Avenue at Kearsage Avenue
Ridge Avenue at Holly Avenue
Rose Avenue at Pick Avenue
St. Charles Road at Hagan Avenue
Surf Street at Fairview Avenue
Surf Street at Rex Boulevard
Surf Street at Sunnyside Avenue
Utley Road at Fairfield Avenue
Utley Road at Sunnyside Avenue

Wilson Street at Fairfield Avenue
Wilson Street at Hawthorne Avenue.
Wilson Street at Hillside Avenue.”

SECTION 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form 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 – Placing yield signs at the intersections of Wilson Street and Hillside Avenue and Wilson Street and Fairfield Avenue.

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Attached for Council consideration is an Ordinance establishing yield signs at the intersections of Wilson Street and Hillside Avenue and Wilson Street and Fairfield Avenue.

VOW

ZO-12-2009

**AN ORDINANCE APPROVING A TEXT AMENDMENT
TO THE CITY OF ELMHURST ZONING ORDINANCE
REGARDING "PRIVATE SALE" AND "OPEN HOUSE" 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(j), for the purpose of amending "Private Sale Signs," and Section 11.6(l), for the purpose of amending "Real Estate Signs" to include "Open House 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") on September 24, 2009, 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, deliberated its decision on October 8, 2009, and 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

**Copies To All
Elected Officials**

12-03-09

WHEREAS, the DPZ, after reviewing and considering the Commission findings, minutes and report, met on October 26, 2009 and November 9, 2009, and 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(j), entitled "Private Sale 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):

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 signs, 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 signs 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.

(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 subsection thereto in descending order as follows (proposed language in bold):

(e) Open House 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.

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, Case No. 09 P-08, text amendment regarding Section 11.6(j), for the purpose of amending “Private Sale Signs,” and Section 11.6(l), for the purpose of amending “Real Estate Signs,” to include “Open House 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 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 and with certain conditions.

R-51-2009
A RESOLUTION
TO SET THE RATE FOR SEWERAGE TREATMENT
FROM ILLINOIS AMERICAN WATER COMPANY

WHEREAS, the City of Elmhurst has entered into an agreement with Illinois American Water Company, and

WHEREAS, this agreement provides that the City of Elmhurst will treat sewerage delivered by Illinois American Water Company to the North Elmhurst Pumping Station at a rate, subject to periodic review, to be established by resolution; and

WHEREAS, the collection system and the area served by Illinois American Water Company is wholly within Region II of the DuPage County Wastewater Treatment Regionalization Plan;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS, that effective February 1, 2010, a rate of \$2.643 per 1,000 gallons be established for treatment of sanitary sewerage from Illinois American Water Company.

Approved this ____ day of _____, 2009.

Peter P. DiCianni III, Mayor

Adopted this ____ day
of _____, 2009
Ayes: ____ Nays: ____

Patty Spencer, City Clerk

Copies To All
Elected Officials

12/03/2009

COUNCIL ACTION SUMMARY

SUBJECT: A Resolution to Set the Rate for Sewerage Treatment From Illinois American Water Company

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

As the City Council will recall, a committee report was approved at the November 16, 2009, City Council meeting that set a new rate of \$2.643 per thousand gallons for treatment of sanitary sewerage from the Illinois American Water Company system. A resolution is attached, for City Council consideration, which establishes that rate, effective February 1, 2010.

UDW

O-50-2009

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

WHEREAS, by granting a natural gas franchise to NICOR (the "Utility"), the City of Elmhurst ("City"), makes natural gas and related facilities and utilities available to the City's residents, businesses, and land owners; and

WHEREAS, the City's current franchise agreement with the Utility will expire on January 9, 2024 (the "Existing Franchise Agreement"); and

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

WHEREAS, it is in the best interests of the 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 City greater negotiating power with the natural gas utilities and will reduce the cost to the 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 City have determined that it is in the best interests of the 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;

**Copies To All
Elected Officials**

12/03/09

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

SECTION 1. The foregoing recitals are incorporated into this Ordinance as the findings of the City Council of the City.

SECTION 2. The "Intergovernmental Agreement Establishing the Northern Illinois Municipal Natural Gas Franchise Consortium," in form and substance substantially the same as Exhibit A to this Ordinance (the "Intergovernmental Agreement") is hereby approved.

SECTION 3. The Mayor and the City Clerk are authorized and directed to execute and attest the Intergovernmental Agreement on behalf of the City.

SECTION 4. 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, III, Mayor

Passed this ____ day of _____, 2009.

Ayes: _____ Nays: _____

Patty Spencer, City Clerk

COUNCIL ACTION SUMMARY

SUBJECT: Ordinance - Approving and Authorizing the Execution of an Intergovernmental Agreement Establishing the Northern Illinois Municipal Natural Gas Franchise Consortium

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Attached for Council consideration is an ordinance that would approve an intergovernmental agreement among approximately 75 municipalities and that would establish the Northern Illinois Municipal Natural Gas Franchise Consortium.

The City has participated in the ad hoc consortium over the past year and a representative of the City has served on the Steering and Drafting Committees for most of that time. The purpose of the consortium is to negotiate as a group with NICOR and People's Gas for a model gas franchise agreement. Some of the municipalities have franchises still in effect, others have franchises that have expired, some years ago.

Among the items that will be subject to negotiation are no-cost gas service for municipal buildings, payment in lieu thereof, valuation of the gas companies' privilege to use municipal rights-of-way and response to perceived or actual emergencies involving gas lines in the City.

The City has already paid the initial \$500 contribution. While additional contributions will likely be necessary, the City may opt out of the agreement prior to paying any future contributions.

Exhibits A and B to the Intergovernmental Agreement (Consortium COGS and Steering Committee Roster, respectively) will be completed once it is known which COGs will have member municipalities in the Consortium and the Steering Committee Members have been designated.

A detailed Summary of the Intergovernmental Agreement is attached. An Ordinance approving the Agreement is attached for Council consideration.

Natural Gas Franchise Consortium Draft Intergovernmental Agreement

Summary of Key Terms

The Consortium's Steering Committee has prepared a draft Intergovernmental Agreement creating the Northern Illinois Municipal Natural Gas Franchise Consortium. The Agreement defines the Consortium's membership, creates structure and procedures for doing business, provides for management of contributed funds, and sets standards for withdrawal and dissolution. This joint effort will give participating municipalities greater negotiating power with the natural gas utilities and will reduce the cost to each municipality of drafting, negotiating, and finalizing a new gas franchise. Here is a list identifying key terms (with references to the draft Agreement in parentheses):

- Each municipality that signs the Agreement and makes the first, nonrefundable \$500 payment becomes a Member of the Consortium (*Preamble*).
- Each Member designates one of its key officials as its representative to the Consortium (§ 3B).
- Key decisions and day-to-day operations of the Consortium are handled by a Steering Committee (§ 3C).
- Steering Committee responsibilities include preparation of a draft franchise agreement, negotiation of that agreement with the gas companies, and decision-making on behalf of the Consortium (§ 3C3).
- The Steering Committee will meet periodically (§ 3C5). All Consortium Members will get notice of, and may attend, Steering Committee meetings.
- The Consortium will meet as a whole at least twice, and more as determined by the Steering Committee (§ 3C6). The first meeting will be to obtain concurrence regarding the draft franchise agreement to be negotiated with the gas companies. Other meetings will be held as negotiations proceed and as the final terms are formulated. Members may participate in the meetings by telephone (§ 3C7).
- Membership on the Steering Committee is coordinated through the Councils of Governments (the "COGs"). Each COG appoints positions on the Steering Committee from among the municipalities that are members of that COG (§ 3C2). The number of Steering Committee members that each COG gets to appoint is based on the number of Consortium members in that COG, as follows:
 - COGs with 10 or fewer Members = 1 Steering Committee member.
 - COGs with 11 to 20 Members = 2 Steering Committee members.
 - COGs with 21 or more Members = 3 Steering Committee members.

- Based on that formula, the Steering Committee will have 15 initial members, as follows:

<u>Name of COG</u>	<u>Consortium Members</u>	<u>Steering Comm.</u>
DuPage Mayors and Managers Conf:	22	3
Lake County Municipal League:	11	2
McHenry Council of Governments:	4	1
Metro West Council of Governments:	5	1
Northwest Municipal Conference:	22	3
South Suburban Mayors and Managers Conf:	0	1
Southwest Council of Mayors:	1	1
West Central Municipal Conf:	8	1
Will County Government League:	3	1
Other (Normal):	1	1

- A municipality is counted in the total for each COG of which that municipality is a member.
- The Administrator of the Consortium is the DuPage Mayors and Managers Conference and its executive director Mark Baloga (§ 3C3(f)). The Administrator will administer the business affairs of the Consortium, including the budget and expenses. The Administrator will not be paid for services but may be reimbursed for reasonable and appropriate costs incurred on behalf of the Consortium.
- Each Member must pay the initial, nonrefundable \$500 contribution (§ 5A3). The Steering Committee may require additional contributions to fund future Consortium activities. Future contributions may be equal among Members or on a reasonable pro rata basis determined by the Steering Committee. The Steering Committee will provide an explanation of the need for each additional contribution.
- A Member may voluntarily withdraw from the Consortium at any time. A Member need not pay an additional contribution if that Member withdraws within 30 days after notice that an additional contribution is required.
- The Consortium will dissolve on the written decision of at least two-thirds of the then-current Members or if the Steering Committee determines that the Consortium should dissolve (§ 6D).
- Amendments to the Agreement require a three-fourths vote of the then-current Members.
- If your attorney has questions about the Agreement, please contact Mark Baloga, Executive Director, DuPage Mayors and Managers Conference, 630-571-0480, x223; or mbaloga@dmmc-cog.org.

**AN INTERGOVERNMENTAL AGREEMENT
ESTABLISHING
THE NORTHERN ILLINOIS MUNICIPAL
NATURAL GAS FRANCHISE CONSORTIUM**

Entered Into By Various Illinois Municipalities

as of

_____ 1, 2009

AN INTERGOVERNMENTAL AGREEMENT
ESTABLISHING
THE NORTHERN ILLINOIS MUNICIPAL
NATURAL GAS FRANCHISE CONSORTIUM

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into as of _____ 1, 2009, (the "**Effective Date**") by each of the Illinois home rule and non home rule municipalities that (i) have executed a signature page confirming that they are parties to this Agreement as of the Effective Date and (ii) have paid the initial \$500 contribution required under Paragraph 5.A.3 of this Agreement (individually the "**Parties**" and collectively the "**Consortium**," with each Party automatically a "**Member**" of the Consortium only for so long as the Member is a Party to this Agreement):

W I T N E S S E T H:

WHEREAS, Illinois municipalities make natural gas and related facilities and utilities available to the residents, businesses, and land owners within their respective corporate boundaries by granting franchises to natural gas utilities; and

WHEREAS, natural gas franchise agreements provide the terms and conditions under which gas utility companies may utilize public rights-of-way in the provision of natural gas; and

WHEREAS, natural gas franchise agreements ordinarily have lengthy terms of years and contain numerous important fiscal and regulatory requirements regarding, for example, rights-of-way standards, municipal compensation, customer service standards, equipment maintenance and capital commitments, and emergency response and preparedness; and

WHEREAS, the terms of many existing natural gas franchise agreements for many Illinois municipalities have expired or will expire in the near future; and

WHEREAS, new natural gas franchise agreements should include modern provisions and protections for Illinois municipalities and their constituents and significant energy efficiency provisions that require not only levels of efficiencies on the part of the utilities, but also energy audits and other conservation-related services from utilities; and

WHEREAS, the Parties have individually and collectively determined that it is appropriate and in each of their best interests to jointly develop and negotiate a model franchise agreement for natural gas utilities; and

WHEREAS, to achieve these and other related objectives, the Parties desire to utilize the powers and authority granted to them under Article VII, Section 10 of the Illinois Constitution of 1970; the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; the Local Land Resource Management Planning Act, 50 ILCS 805/1 *et seq.*; and other applicable authority, including without limitation the home rule powers of various Consortium Members; and

WHEREAS, after full consideration of all planning, fiscal, and other intergovernmental issues effecting this matter, each of the Parties has determined that it is in the best interests of its residents and the general public welfare that this Agreement be executed and implemented by all of the Parties; and

WHEREAS, each of the initial Parties to this Agreement (the "*Founding Parties*") has approved this Agreement by an ordinance or resolution duly adopted by the Party's corporate authorities, which approval is evidenced by the signature page of the Party attached to this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein made and pursuant to all applicable statutes and local ordinances noted above, all of the Parties enter into the following:

SECTION 1. RECITALS

The foregoing recitals are, by this reference, incorporated into and made a part of this Agreement.

SECTION 2. PURPOSE

This Agreement is made for the purpose of establishing the Northern Illinois Municipal Natural Gas Franchise Consortium and endowing it with all of the authority, powers, and resources necessary and convenient to allow the Parties jointly to most effectively and efficiently address common and necessary issues related to the establishment of a model franchise agreement for natural gas utilities. This Agreement is further intended to allow the Parties to jointly seek any available local, state, and federal funds and other resources to assist in addressing the natural gas utility issues identified by the Parties as necessary, and being appropriate for, the joint action of the Parties.

SECTION 3. ESTABLISHMENT AND ORGANIZATION

A. Formation of Consortium. By this Agreement, the Parties establish the Northern Illinois Municipal Natural Gas Franchise Consortium. The Consortium shall act in the manner set forth in this Agreement in furtherance of the preparation and negotiation of a model natural gas utility franchise agreement.

B. Membership and Member Representatives. Each Party is a Member of the Consortium. As such, each Party must designate as its representative on the Consortium (the "*Member Representative*") either (i) the Member's chief administrative officer or the chief administrator officer's duly authorized representative or (ii) if the Member does not have a chief administrative officer, then the Member's mayor or president or the mayor's or president's duly authorized representative. Each Member Representative shall operate and act with respect to Consortium affairs and actions only pursuant to action duly authorized by the Member Representative's corporate authorities.

C. Steering Committee Governance. The Consortium shall be managed and operated by a Steering Committee comprised of Member Representatives from the Parties as determined pursuant to this Subsection.

1. Councils of Government. The municipalities that are Parties to this Agreement are members of various councils of government each separately established, organized, and managed under Illinois law to provide joint planning and intergovernmental cooperation among their respective members. The councils of government represented by the Members of the Consortium are listed in *Exhibit A* to this Agreement ("*Consortium COGs*").

2. Selection of Steering Committee Members.

(a) COG Appointments. Each Consortium COG will appoint from among its municipalities Consortium Members to serve on the Steering Committee. Appointments to, and the length of service on, the Steering Committee will be at the discretion of the appointing Consortium COG. Only COG members that are Parties to this Agreement may have a Member Representative sit on the Steering Committee.

(b) Allotment of Appointments. The number of Steering Committee appointments for each Consortium COG will be based on the number of members of a COG that are Parties to this Agreement. A COG with 10 or fewer Parties to this Agreement will have one appointment to the Steering Committee; a COG with at least 11 but no more than 20 Parties to this Agreement will have two appointments to the Steering Committee; and a COG with more than 20 Parties to this Agreement will have three appointments to the Steering Committee. A Party will be counted in the total for each Consortium COG of which that Party is a member.

(c) Initial Steering Committee Composition and Roster. Based on the Founding Parties, the Steering Committee will initially have sixteen (16) members. The specific composition of the Committee and the distribution of its members and appointments among the Consortium COGs is set forth in *Exhibit B* to this Agreement ("**Steering Committee Roster**").

(d) Adjustments. On a yearly basis, the "**Administrator**" (as set forth in Paragraph 3(f) of this Section) shall monitor COG member participation in the Consortium and shall make adjustments to the Steering Committee membership as necessary to ensure compliance with this Subsection. The Administrator will distribute to all Consortium Members any amended Steering Committee Roster. Amended Steering Committee Rosters will be deemed to replace automatically the Steering Committee Roster attached to this Agreement as of the Effective Date and any subsequent amended Roster, as the case may be, without the need for an amendment to this Agreement.

(e) Replacements. If a Member designated to appoint a Member Representative to the Steering Committee does not name its Member Representative within fourteen (14) calendar days after its designation, the Member's COG shall immediately appoint another of its Members to name a Member Representative to serve on the Steering Committee.

3. Steering Committee Responsibilities. The Steering Committee is responsible for the following matters:

(a) Consortium Operations. The Steering Committee is responsible for all Consortium operations, management, and activities, including without limitation establishing the contribution amounts to be paid by Consortium members in order to maintain membership in the Consortium, as further provided in Section 5 of this Agreement.

(b) Draft Franchise Agreement. The Steering Committee will provide for the preparation of a draft model natural gas franchise agreement (the "**Draft Franchise Agreement**") that will be used in negotiation with natural gas utility companies that serve Consortium members (the "**Gas Utilities**"). The Steering Committee is authorized to establish a

drafting committee and other subcommittees as it deems necessary to prepare the Draft Franchise Agreement.

(c) Negotiation of Franchise Agreement. After preparation of the Draft Franchise Agreement and concurrence of the Consortium, the Steering Committee will undertake negotiations with the Gas Utilities. The Steering Committee may establish a negotiating committee and other subcommittees as it deems necessary to prepare for and undertake negotiations for a final model franchise agreement for natural gas (a "*Final Franchise Agreement*").

(d) Communications. The principal goals of the Consortium are preparation of a Draft Franchise Agreement and negotiation of a Final Franchise Agreement that is acceptable to the greatest number of the Members as possible. Accordingly, in preparing the Draft Franchise Agreement and negotiating the Final Franchise Agreement, the Steering Committee shall advise and consult with Member Representatives from time to time regarding procedural, substantive, and strategic issues in a continuing effort to achieve these goals.

(e) Appointed Counsel. The Steering Committee shall retain legal counsel to represent the interests of the Consortium in the preparation of this Agreement, the preparation of the Draft Franchise Agreement, and the preparation and negotiation of the Final Franchise Agreement.

(f) Consortium Administrator. The Steering Committee shall select a person or agency to administer the business affairs of the Consortium and to undertake such other activities as assigned by the Steering Committee (the "*Administrator*"). The Administrator will not be paid a fee for services, but the Steering Committee may reimburse the Administrator for reasonable and appropriate costs and expenses, including without limitation administrative overhead costs. The Administrator is specifically responsible for, among other things (i) overseeing the finances of the Consortium, (ii) compiling and maintaining cost and expenditure information regarding Consortium activities, and (iii) making recommendations to the Steering Committee on Consortium costs and expenditures and on establishing required contribution amounts from the Members as further set forth in Section 5 of this Agreement. The Administrator, in consultation with the Steering Committee, also is responsible for preparing periodic status reports not less than once every two (2) months, which reports will include the status of all drafting and negotiations and a financial report including all expenditures from the Consortium Fund established pursuant to Section 5 of this Agreement. The Members approve the selection of the DuPage Mayors and Managers Conference and its executive director Mark Baloga as the Administrator as of the Effective Date.

4. Officers.

(a) Chairperson. Steering Committee Member Representatives shall choose from among themselves a Member Representative to serve as Chairperson of the Steering Committee. The Chairperson will preside at all meetings of the Steering Committee and will perform all other duties as may be prescribed by the Steering Committee.

(b) Vice Chairperson. Steering Committee Member Representatives shall choose from among themselves a Member Representative to serve as Vice Chairperson of the Steering Committee. The Vice Chairperson shall serve as Chairperson in the absence of the Chairperson at any Steering Committee meeting and the Vice Chairperson shall have and be assigned the additional powers and duties as the Steering Committee may prescribe.

(c) **Secretary.** The Administrator shall serve as Secretary of the Steering Committee, responsible for taking and keeping the minutes of all Steering Committee meetings and for undertaking any additional powers and duties as the Steering Committee may prescribe.

5. **Steering Meetings and Notices.** The Steering Committee will meet periodically at times and places determined by the Steering Committee. A majority of the then-current Steering Committee Members will be necessary to establish a quorum. All Member Representatives may attend all meetings of the Steering Committee and provide comments. Unless otherwise determined by the Steering Committee, all meetings of the Steering Committee shall be kept confidential. The Steering Committee will provide notice of its meetings to each Consortium Member as far in advance of the meeting as practicable, preferably at least seven (7) calendar days, except when a time-sensitive matter demands attention sooner. Notices will include, at a minimum, the time and place of the meeting and a description of the topics to be covered at the meeting.

6. **Full Consortium Meetings.** In addition to Steering Committee meetings, the Steering Committee will schedule and hold, at a minimum, two (2) meetings of the Member Representatives from all Consortium Members, one of which will be to review and obtain the concurrence of the Consortium on the terms and conditions of the Draft Franchise Agreement. One third of the then-current Members of the Consortium will be necessary to establish a quorum for Consortium meetings. As it deems necessary, the Steering Committee will schedule additional meetings as negotiations are undertaken with the Gas Utilities and as the Final Franchise Agreement is prepared and finalized. The Steering Committee will provide notice to each Consortium Member of all full meetings of the Consortium as far in advance of the meeting as practicable, preferably at least seven (7) calendar days, except when a time-sensitive matter demands attention sooner. Notices will include, at a minimum, the time and place of the meeting and a description of the topics to be covered at the meeting. The Chairperson of the Steering Committee, or in the Chairperson's absence, the Vice Chairperson of the Steering Committee, shall preside at all full Consortium meetings. The Administrator will take and keep the minutes of all full Consortium meetings.

7. **Telephone Meeting Participation.** Members may participate in Steering Committee meetings and in full Consortium meetings by telephone. The Steering Committee and the Administrator will establish appropriate rules and procedures to govern telephonic participation in these meetings. Participation by telephone shall constitute the presence of a Member at the meeting for purposes of establishing a quorum.

D. **Additional Members.** The Steering Committee may accept additional municipalities as parties to this Agreement and as Members of the Consortium ("**New Members**") provided that a prospective New Member, prior to acceptance (1) must pay to the Consortium the full amount of the contributions assessed pursuant to Section 5.A.3 of this Agreement as of the date of acceptance and (2) must properly approve and execute this Agreement and deliver the fully-executed signature page to the Administrator.

E. **Duration of Commission.** The Consortium will remain in place unless dissolved and terminated as provided in Subsection 6.D of this Agreement.

SECTION 4. GENERAL COOPERATION

The Members agree to cooperate with each other in furtherance of the purposes, goals, and objectives of the Consortium. Cooperation required by this Agreement specifically includes, but without limitation, the sharing and joint use by and among the Members of information and other materials possessed or developed by the Members, either individually or collectively, and necessary to investigate, identify, and otherwise document matters relevant to the preparation and negotiation of the Draft Franchise Agreement and the Final Franchise Agreement and to otherwise provide information and documents necessary to promote and achieve the purposes and objectives of the Consortium as provided in this Agreement.

SECTION 5. REVENUES AND EXPENSES

A. Franchise Fund.

1. **Establishment and Administration.** The Consortium shall create and maintain a fund (the "**Franchise Fund**") to pay the costs and expenses incurred or to be incurred by the Consortium (the "**Shared Costs**"). The Franchise Fund will be administered by the Administrator as set forth in this Agreement and as determined by the Steering Committee.

2. **Shared Costs.** Shared Costs include only costs incurred directly by the Consortium for the common purposes of the Members as set forth in this Agreement. Shared Costs include, without limitation, attorney's fees and costs for the Appointed Counsel, extraordinary out-of-pocket expenses incurred by the Consortium in preparing the Draft Franchise Agreement and in preparing and negotiating the Final Franchise Agreement, the Administrator's costs and expenses, and any other professional services determined by the Steering Committee to be necessary for the Consortium to meet its objectives as provided in this Agreement. As specifically determined by the Steering Committee, Shared Costs may also include extraordinary expenses incurred by a Consortium COG in furtherance of the purposes, goals, and intent of this Agreement and the Consortium. The Members agree to use their staffs and resources, including the Member Representatives, at no cost to the Consortium for joint projects or actions undertaken by or on behalf of the Consortium. Shared Costs specifically but without limitation do not include (a) fees and costs of attorneys other than the Appointed Counsel and (b) salaries or other compensation paid to employees or agents of a Member. The service to the Consortium of a Member and the Member's Representative is not a Shared Cost as a general matter, the Members expecting and intending that each Member will contribute to the operation of the Consortium at its own expense except as otherwise specifically approved in advance by the Steering Committee.

3. **Funding the Franchise Fund.** The Franchise Fund will be funded by contributions from the Members as determined from time to time by the Steering Committee on the recommendation of the Administrator. The Steering Committee will set contribution amounts only to the extent reasonably necessary to pay Shared Costs. The contribution required from each Member as of the Effective Date is a nonrefundable five hundred dollars (\$500.00) (the "**Initial Contribution**"). As Consortium operations proceed, the Steering Committee, through the Administrator, will provide notice and direction to all Consortium members of additional contribution amounts necessary to fund the Franchise Fund in order to pay Shared Costs (the "**Additional Contributions**"). Additional Contributions may be equal among the Members or may be on a pro rata basis based on Member populations or other factors as determined by the Steering Committee. For the purpose of permitting voluntary withdrawal from the Consortium under Subsections 6.B and 6.C of this Agreement without

liability for an Additional Contribution, an Additional Contribution will not be binding on a voluntarily withdrawing Member until thirty (30) calendar days after the notice required by this Paragraph.

4. **Contributions Non-Refundable.** No contribution to the Franchise Fund is refundable, regardless of a Member's withdrawal or expulsion or any other circumstance. Any funds remaining in the Franchise Fund at the time of dissolution of the Franchise Fund will be distributed as provided in Paragraph 5.A.5 of this Agreement.

5. **Franchise Fund Dissolution; Distribution of Remaining Funds.** The Franchise Fund must remain in place until all monetary obligations of the Consortium have been fulfilled and no future obligations are anticipated. After all monetary obligations have been fulfilled and when no future obligations are anticipated, the Steering Committee shall dissolve the Franchise Fund. All money remaining in the Franchise Fund at the time of its dissolution will be distributed only to the Members as of the date of the dissolution (the "**Final Members**"). Distributions will not necessarily be equal among the Final Members, but may be based, to the extent practicable and in the discretion of the Steering Committee, on Additional Contributions made by the Final Members or other factors.

B. **Official Payee.** For purposes of documentation and receipt of all funds and other resources obtained by or on behalf of the Consortium pursuant to this Agreement, the DuPage Mayors and Managers Conference will serve as the official payee for the Consortium.

SECTION 6. EXPULSION; WITHDRAWAL

A. **Automatic Expulsion for Breach.** If a Member does not (1) pay a contribution as provided in Section 5 of this Agreement within the time provided by the Steering Committee for payment or (2) commits a significant violation of a provision of this Agreement as determined by the Steering Committee, then that Member is in breach of this Agreement. If the breach is not cured within fourteen (14) calendar days after notice from the Administrator, or within such additional time granted by the Steering Committee in advance of the expiration of the fourteen (14) calendar day deadline, then that Member is expelled from the Consortium automatically and without any vote or other action required by the remaining Members, the Steering Committee, or the Administrator.

B. **Voluntary Withdrawal.** Any Member may voluntarily withdraw as a Member by delivering to the Administrator, not later than twenty-one (21) calendar days before the intended effective date of withdrawal, a certified copy of an ordinance or resolution of that Member's corporate authorities declaring the Member's withdrawal from the Consortium as of a date certain set forth in the ordinance or resolution.

C. **Required Terms of Expulsion or Withdrawal.** Any Member that has been expelled or that is withdrawing (1) must pay in full all Additional Contributions to the Franchise Fund approved and binding under Paragraph 5.A.3. of this Agreement, (2) is not entitled to any refund of any money from the Franchise Fund at any time, and (3) must continue to keep all business of the Consortium confidential to the fullest extent permitted by law. The provisions of this Subsection C survive, and are enforceable against a Member after, expulsion or withdrawal.

D. **Dissolution of the Consortium.** The Consortium will be declared dissolved (1) upon the written notice executed by no less than two-thirds of the then-current Members, or (2) as otherwise determined by the Steering Committee.

SECTION 7. COMPLIANCE

The Consortium and each Member must, and hereby agrees to, comply with all federal, State of Illinois, and municipal laws, ordinances, rules, regulations, and orders, and the rules, regulations, and orders of all duly constituted governmental agencies and authorities now in force or that may hereafter be in force.

SECTION 8. GENERAL PROVISIONS

A. Notices. All notices and other materials required to be delivered to the Consortium must be delivered to the Administrator. All notices and other materials required to be delivered to the Members must be delivered to the Member Representatives. All notices provided or required under this Agreement will be delivered using e-mail, to the e-mail addresses provided to the Consortium by each Member. It is the responsibility of each Member Representative to ensure that the Administrator has the correct e-mail address for the Member Representative. The Administrator will provide a service list for notices on a periodic basis, updated as necessary with current Member Representatives and their e-mail addresses.

B. Entire Agreement. There are no representations, covenants, promises, or obligations not contained in this Agreement that form any part of this Agreement or on which any Party is relying in entering into this Agreement.

C. Severability. If any provision of this Agreement is construed or held to be void, invalid, or unenforceable in any respect, then the remaining provisions of this Agreement will not be affected thereby but will remain in full force and effect until and only if determined otherwise by the Steering Committee.

D. Interpretation. It is the express intent of the Parties that this Agreement will be construed, interpreted, and applied so as to preserve its validity and enforceability as a whole. In case of any conflict among provisions of this Agreement, the provision that best promotes and reflects the intent of the Parties will control.

E. Amendments and Modifications. This Agreement may be modified, changed, altered, or amended only with the duly authorized and written consent of three-fourths of the then-current Members by their corporate authorities and pursuant to ordinances or resolutions duly adopted and approved by the Members' corporate authorities. No amendment or modification to this Agreement will be effective until it is reduced to writing and approved by the corporate authorities of three-fourths of the then-current Members and properly executed in accordance with all applicable statutory procedures.

F. Authority to Execute. Each Party hereby warrants and represents to each other Party and to the Consortium that the person executing this Agreement on its behalf has been properly authorized to do so by the corporate authorities of the Party.

G. No Third Party Beneficiaries. This Agreement does not create any rights or interests in any third party and no provision of this Agreement may be interpreted, construed, or applied to create any such right or interest.

H. Execution. This Agreement may be executed by the Parties in identical original duplicates, and all of the executed duplicates taken together constitute one Agreement.

IN WITNESS WHEREOF, the duly authorized representative of each Member has executed this Agreement by signing this Page as of the Effective Date.

Name of Member: City of Elmhurst
Signature of Member Representative: _____
Printed Name of Member Representative: Thomas P. Borchert or his designee
Title of Member Representative: City Manager
E-Mail Address of Member Representative: tom.borchert@cityofelmhurst.org

[ADDITIONAL EXECUTION PAGES ATTACHED]

ATTACHMENT A
CONSORTIUM COGS

ATTACHMENT B
STEERING COMMITTEE ROSTER

8817124_v6

O-51-2009

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE
FISCAL YEAR BEGINNING MAY 1, 2009 AND ENDING
APRIL 30, 2010 OF THE CITY OF ELMHURST,
DU PAGE AND COOK COUNTIES, ILLINOIS

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELMHURST,
DU PAGE AND COOK COUNTIES, ILLINOIS:

Section 1. That the total amount of budgeted funds for all corporate purposes legally made to be collected from the tax levy of this current fiscal year is hereby ascertained to be the sum of Fourteen Million, Nine Hundred One Thousand, Seven Hundred Seventeen Dollars (\$14,901,717).

Section 2. That the total sum of Fourteen Million, Nine Hundred One Thousand, Seven Hundred Seventeen Dollars (\$14,901,717) being the total of the budgeted funds which are to be collected from the tax levy for the current fiscal year of the City of Elmhurst for all corporate purposes of the said City of Elmhurst, and also for the purpose of providing for a Firefighter's Pension Fund, Police Pension Fund, and Library Fund, as budgeted for the current fiscal year by the Annual Budget of the City of Elmhurst for the fiscal year ending April 30, 2010 approved by the City Council of said City of Elmhurst at the legally convened meeting of April 6, 2009, be, and the same is hereby levied on all of the property within the City of Elmhurst subject to taxation for the current year, the specific amount as levied for the various purposes heretofore named being included herein by being placed in a separate column under the heading "amount to be raised by tax levy" which appears over same, the tax so levied being for the current fiscal year of said City beginning May 1, 2009 and ending April 30, 2010 and for the said budget to be collected from said tax levy, the total of which has been ascertained as aforesaid, and being as follows, to wit:

Copies To All
Elected Officials

12/03/09

Annual Budget For The Fiscal Year Beginning
May 1, 2009 And Ending April 30, 2010

<u>General Fund</u>	<u>Amount Budgeted</u>	<u>Amount Payable From Other Sources</u>	<u>Amount To Be Raised By Tax Levy</u>
Corporate Administration			
<u>Personal services:</u>			
Wages-Full Time	279,700		
Wages-Part Time	13,500		
Overtime Full Time	2,700		
Sick Payout	4,600		
<u>Employee Benefits</u>			
City IMRF	36,100		
City FICA-Social Security	16,800		
City FICA-Medicare	4,400		
Health Insurance	40,770		
Dental Insurance	3,400		
Group Term Life Insurance	730		
Worker's Compensation	1,300		
Unemployment Compensation	2,900		
<u>Contractual Services:</u>			
Duplicating	2,670		
Postage	10,500		
Professional Services	5,000		
Public Notice	6,500		
Telephone	16,820		
<u>Commodities:</u>			
Office Supplies	1,000		
Other Supplies	5,400		
<u>Other Expenses:</u>			
Bad Debts	5,000		
Travel & Conference Expense	5,100		
Liquor Control Enforcement	500		
Memberships	55,600		
Newsletter	35,000		
Subscriptions	300		
Veteran's Memorial	500		
Other Expenses	2,500		
<u>Insurance:</u>			
Bond Premium	6,080		
General Liability Insurance	165,880		
<u>Interdepartmental Charges:</u>			
Data Processing	48,100		
Central Garage Services	46,430		
Total Administration	<u>825,780</u>	<u>768,480</u>	<u>57,300</u>
Elected Officials			
<u>Personal Services:</u>			
Part Time Wages	53,100		
<u>Employee Benefits</u>			
City FICA-Social Security	3,300		
City FICA-Medicare	800		
Total Elected Officials	<u>57,200</u>	<u>53,100</u>	<u>4,100</u>
Board of Fire & Police Comm.			
<u>Personal Services:</u>			
Full Time Wages	15,900		
Part Time Wages	1,500		
Overtime Full Time	700		

Annual Budget For The Fiscal Year Beginning
May 1, 2009 And Ending April 30, 2010

	Amount Budgeted	Amount Payable From Other Sources	Amount To Be Raised By Tax Levy
<u>Employee Benefits</u>			
City IMRF	2,000		
City FICA-Social Security	1,200		
City FICA-Medicare	300		
Group Term Life Insurance	40		
<u>Contractual Services:</u>			
Legal Fees & Additional Counsel	1,000		
Physical Examinations	2,500		
Professional Services	17,500		
<u>Commodities:</u>			
Office Supplies	150		
<u>Other Expenses:</u>			
Memberships	375		
Personnel Recruitment and Trng.	2,500		
Total Board of Fire & Police Comm.	45,665	42,165	3,500

Finance Department

<u>Personal Services:</u>			
Wages-Full Time	379,900		
Wages-Part Time	13,400		
Overtime - Full Time	5,300		
Sick Payout	4,400		
<u>Employee Benefits</u>			
City IMRF	48,400		
City FICA-Social Security	23,900		
City FICA-Medicare	5,900		
Health Insurance	230,400		
Dental Insurance	15,480		
Group Term Life Insurance	1,450		
<u>Contractual Services:</u>			
Audit	13,430		
Banking Expenses	42,230		
Consultant Fees	7,750		
Duplicating	2,670		
Postage	4,550		
Public Notices	1,000		
Telephone	4,780		
<u>Commodities</u>			
Minor Equipment	1,500		
Office Supplies	25,750		
Other Supplies	1,200		
<u>Repairs & Maintenance</u>			
Office Equipment	750		
<u>Other Expenses:</u>			
Travel & Conference Expense	1,600		
Memberships	1,425		
Subscriptions	990		
Other Expenses	1,705		
<u>Interdepartmental Charges:</u>			
Data Processing	96,210		
Total Finance Department	936,070	857,870	78,200

Human Resources

<u>Personal Services:</u>	
Wages-Full Time	128,300
Wages-Part Time	49,700
Overtime - Full Time	1,400
Sick Payout	1,900

Annual Budget For The Fiscal Year Beginning
May 1, 2009 And Ending April 30, 2010

	Amount Budgeted	Amount Payable From Other Sources	Amount To Be Raised By Tax Levy
<u>Employee Benefits</u>			
City IMRF	21,800		
City FICA-Social Security	11,300		
City FICA-Medicare	2,700		
Health Insurance	38,390		
Dental Insurance	2,680		
Group Term Life Insurance	510		
Tuition Reimbursement	35,000		
<u>Contractual Services:</u>			
Duplicating	6,850		
Physical Examinations	20,000		
Postage	3,040		
Professional Services	15,000		
Telephone	4,420		
<u>Commodities</u>			
Office Supplies	2,000		
Other Supplies	1,000		
<u>Other Expenses:</u>			
Travel & Conference Expense	4,000		
Employee Relations	17,000		
Memberships	2,200		
Personnel Recruitment	10,000		
Subscriptions	2,500		
Other Expenses	250		
<u>Interdepartmental Charges:</u>			
Data Processing	48,100		
Total Human Resources	430,040	394,240	35,800
Finance Department - Information Systems			
<u>Personal Services:</u>			
Wages-Full Time	370,900		
Wages-Part Time	23,600		
Overtime - Full Time	1,000		
Sick Payout	2,000		
<u>Employee Benefits</u>			
City IMRF	47,700		
City FICA-Social Security	24,700		
City FICA-Medicare	5,800		
Group Term Life Insurance	1,490		
<u>Contractual Services:</u>			
Consultant Fees	2,000		
Postage	100		
Professional Services	20,000		
Telephone	17,000		
Other Services	46,800		
<u>Commodities</u>			
Computer Software	12,200		
Minor Equipment	15,000		
Office Supplies	1,000		
Computer Hardware	35,000		
Computer Supplies	30,000		
Other Supplies	1,000		
<u>Repair & Maintenance</u>			
Hardware Maintenance	20,000		
Software Maintenance	120,000		
Network Maintenance	1,000		
Telephone Maintenance	8,000		

Annual Budget For The Fiscal Year Beginning
May 1, 2009 And Ending April 30, 2010

	Amount Budgeted	Amount Payable From Other Sources	Amount To Be Raised By Tax Levy
<u>Other Expenses:</u>			
Travel & Conference Expense	5,000		
Memberships	500		
Subscriptions	300		
<u>Capital Outlay:</u>			
Computer Equipment	124,000		
Computer Software	95,000		
Miscellaneous Equipment	95,000		
Total Finance Department - Information Systems	1,126,090	1,047,890	78,200
Legal department			
<u>Contractual Services:</u>			
Court Reporting	2,000		
Defense - claims against the city	5,000		
DUI Prosecutions	75,000		
Labor counsel	40,000		
Legal fees and additional counsel	200,000		
Other court costs	8,000		
Gen. Legal Above Retainer	30,000		
Retainer - City Attorney	24,000		
Retainer - Assist. City Attorney	95,000		
Retainer - prosecuting attorney	41,400		
Total Legal Department	520,400	520,400	
Claims Against the City			
<u>Other Expenses: (Claims)</u>			
Claims - Auto Liability	78,400		
Claims - General Liability	174,150		
Total Claims Against the City	252,550	252,550	
Planning, Zoning and Economic Development			
<u>Personal Services:</u>			
Wages-Full Time	284,100		
<u>Employee Benefits</u>			
City IMRF	34,100		
City FICA-Social Security	17,700		
City FICA-Medicare	4,200		
Health Insurance	43,570		
Dental Insurance	2,800		
Group Term Life Insurance	1,340		
<u>Contractual Services:</u>			
Consultant Fees	33,000		
Court Reporting	30,000		
Duplicating	6,850		
Microfilming			
Postage	2,500		
Professional Services	200		
Public Notices	6,000		
Telephone	7,000		
<u>Commodities:</u>			
Code Books-Zoning	200		
Office Supplies	1,500		
Other Supplies	300		
<u>Other Expenses:</u>			
Community and Area Plans			
Comprehensive Plan	25,000		
Travel & Conference Expense	4,000		
Memberships	2,300		
Public Information Program	5,500		
Subscriptions	1,000		

Annual Budget For The Fiscal Year Beginning
May 1, 2009 And Ending April 30, 2010

	Amount Budgeted	Amount Payable From Other Sources	Amount To Be Raised By Tax Levy
<u>Interdepartmental Charges:</u>			
Data Processing	48,100		
Central Garage Services	18,170		
Total Planning, Zoning and Econ. Dev.	579,430	523,430	56,000
Police Department			
<u>Personal Services:</u>			
Wages-Full Time	6,702,000		
Wages-Part Time	403,628		
Overtime - Full Time	981,000		
Sick Payout	174,000		
<u>Employee Benefits</u>			
City IMRF	136,400		
City FICA-Social Security	94,000		
City FICA-Medicare	95,000		
Health Insurance	1,243,440		
Dental Insurance	75,480		
Group Term Life Insurance	19,340		
Worker's Compensation	147,930		
Unemployment Compensation	4,500		
Employer Contr. Property Tax	1,537,030		
Employer Contr. Replacement Tax	66,700		
<u>Contractual Services:</u>			
Consultant Fees	10,000		
Du-Comm	610,540		
Duplicating	9,810		
Elevator Maintenance	1,600		
Equipment Rental	25,000		
Film Processing	3,500		
Fuel	5,000		
Microfilming	8,000		
Police Social Service	55,016		
Postage	8,540		
Public Notices	400		
Telephone	63,150		
Towing	700		
Other Services	54,000		
<u>Commodities:</u>			
Ammunition	22,000		
Clothing	57,000		
Janitorial Supplies	200		
Minor Equipment	47,000		
Office Supplies	18,000		
Radio Parts	7,000		
Other Supplies	35,000		
<u>Repairs & Maintenance:</u>			
Buildings	47,200		
Equipment	10,000		
Radio	5,000		
<u>Other Expenses:</u>			
Animal Control	15,000		
Car Allowance	8,000		
Community Workshops	5,000		
Travel & Conference Expense	56,700		
Court Appearance	2,000		
DARE Expenditures	10,000		
Feeding Prisoners	300		
Forfeiture Expenses	40,000		
Grants	78,000		
Memberships	5,000		

Annual Budget For The Fiscal Year Beginning
May 1, 2009 And Ending April 30, 2010

	Amount Budgeted	Amount Payable From Other Sources	Amount To Be Raised By Tax Levy
Public Information Program	7,000		
Special Investigations	15,000		
Subscriptions	2,500		
Travel	3,000		
K-9 Program	4,500		
DUI Tech Fund Expenditures	80,000		
Other Expenses	4,000		
<u>Insurance:</u>			
Fire Insurance	8,380		
<u>Capital Outlay:</u>			
Communications Equipment	712,800		
Vehicles	87,400		
Building Improvements	150,000		
<u>Interdepartmental Charges:</u>			
Data Processing	134,690		
Central Garage Services	541,010		
Total Police Department	14,754,384	14,428,984	325,400
Fire Protection			
<u>Personal Services:</u>			
Wages-Full Time	3,740,100		
Wages-Part Time	139,000		
Overtime - Fire	306,000		
Sick Payout	66,275		
<u>Employee Benefits</u>			
City IMRF	13,600		
City FICA-Social Security	10,300		
City FICA-Medicare	48,500		
Health Insurance	821,410		
Dental Insurance	46,310		
Group Term Life Insurance	8,840		
Worker's Compensation	147,930		
Employer Contr. Property Tax	1,162,250		
Employer Contr. Replacement Tax	50,400		
<u>Contractual Services:</u>			
Du-Comm	216,000		
Duplicating	570		
Film Processing	400		
Fuel	8,350		
Postage	2,740		
Telephone	21,100		
Other Services	7,150		
<u>Commodities:</u>			
Haz-Mat Restock	2,500		
Hose	2,500		
Janitorial Supplies	4,200		
Minor Equipment	5,495		
Office Supplies	1,500		
Radio Supplies	2,500		
Safety Equipment	3,270		
Uniforms	23,500		
Rescue Equipment	10,000		
Other Supplies	6,000		
<u>Repair & Maintenance:</u>			
Building	37,000		
Communications Equipment	1,000		
Equipment	12,000		
Office Equipment	1,000		
Radio	1,000		
Other Repairs	500		

Annual Budget For The Fiscal Year Beginning
May 1, 2009 And Ending April 30, 2010

	Amount Budgeted	Amount Payable From Other Sources	Amount To Be Raised By Tax Levy
<u>Other Expenses:</u>			
Travel & Conference Expense	25,000		
Fire Prevention	11,000		
Foreign Fire Ins. Adm. Fee	2,700		
Memberships	3,500		
Printing Services	5,000		
Subscriptions	1,300		
Antique Fire Truck	41,000		
Other Expenses	159,000		
<u>Insurance:</u>			
Fire Insurance	4,030		
<u>Capital Outlay:</u>			
Communications Equipment	950,000		
Vehicles	1,400		
<u>Interdepartmental Charges:</u>			
Data Processing	76,970		
Central Garage Services	111,030		
Total Fire Protection	8,323,120	4,788,735	3,534,385
ESDA - Civil Defense			
<u>Personal Services:</u>			
Wages-Part Time	25,664		
<u>Employee Benefits</u>			
City IMRF	3,100		
City FICA-Social Security	1,620		
City FICA-Medicare	370		
<u>Contractual Services:</u>			
Consultant Fees	4,000		
Electricity	1,140		
Telephone	3,220		
<u>Commodities:</u>			
Brochure - Citizens			
Office Supplies	200		
Radio Parts	500		
Uniforms	500		
Rescue Equipment	500		
Other Supplies	500		
<u>Repairs & Maintenance:</u>			
Communication Equipment	500		
Equipment	500		
Office Equipment	500		
Radio Equipment	500		
<u>Other Expenses:</u>			
Travel and Conference Expense	1,000		
Memberships	250		
<u>Capital Outlay:</u>			
Building Improvements	20,000		
<u>Interdepartmental Charges:</u>			
Central Garage Services	26,240		
Total ESDA - Civil Defense	90,804	85,714	5,090

Annual Budget For The Fiscal Year Beginning
May 1, 2009 And Ending April 30, 2010

	Amount Budgeted	Amount Payable From Other Sources	Amount To Be Raised By Tax Levy
Building			
<u>Personal Services:</u>			
Wages-Full Time	388,900		
Wages-Part Time	57,800		
Overtime-Full Time	4,000		
Sick Payout	1,600		
<u>Employee Benefits</u>			
City IMRF	51,000		
City FICA-Social Security	28,100		
City FICA-Medicare	6,600		
Health Insurance	93,970		
Dental Insurance	3,300		
Group Term Life Insurance	1,160		
<u>Contractual Services:</u>			
Consultant Fees	41,000		
Duplicating	410		
Microfilming	5,000		
Professional Services	10,000		
Telephone	2,000		
<u>Commodities:</u>			
Code Books-Building	1,000		
Office Supplies	1,000		
Uniforms	1,400		
Other Supplies	2,000		
<u>Other Expenses:</u>			
Travel & Conference Expense	2,500		
Memberships	630		
Total Building	703,370	617,670	85,700
Street & Bridge - Admin.			
<u>Personal Services:</u>			
Wages-Full Time	546,500		
Wages-Part Time	26,500		
Overtime - Full Time	9,900		
Sick Payout	6,300		
<u>Employee Benefits</u>			
City IMRF	67,600		
City FICA-Social Security	36,600		
City FICA-Medicare	8,600		
Health Insurance	850,160		
Dental Insurance	22,640		
Group Term Life Insurance	1,940		
Worker's Compensation	261,980		
Unemployment Compensation	1,000		
<u>Contractual Services:</u>			
Duplicating	1,800		
Engineering	60,000		
Postage	20,000		
Public Notices	2,000		
Telephone	55,000		
Utility Location Service - JULIE	4,000		
<u>Commodities:</u>			
Minor Equipment	1,000		
Office Supplies	5,000		
Vehicle Licenses	14,500		
Other Supplies	1,500		

Annual Budget For The Fiscal Year Beginning
May 1, 2009 And Ending April 30, 2010

	Amount Budgeted	Amount Payable From Other Sources	Amount To Be Raised By Tax Levy
<u>Other Expenses:</u>			
Travel & Conference Expense	7,000		
Memberships	3,000		
Subscriptions	200		
Permit Fees	1,000		
<u>Insurance:</u>			
Fire Insurance	16,440		
<u>Capital Outlay:</u>			
Vehicles	26,300		
<u>Interdepartmental Charges:</u>			
Data Processing	134,690		
Central Garage Service	36,340		
Total Street & Bridge - Admin.	2,229,490	2,116,690	112,800
<u>Street & Alley Maintenance</u>			
<u>Personal Services:</u>			
Wages-Full Time	201,700		
Wages-Part Time	16,000		
Overtime - Full Time	1,000		
Sick Payout	1,300		
<u>Employee Benefits</u>			
City IMRF	24,500		
City FICA-Social Security	13,700		
City FICA-Medicare	3,200		
Group Term Life Insurance	80		
<u>Contractual Services:</u>			
Asphalt patching	70,000		
Barricade rental	10,000		
Chip & Seal Maintenance	40,000		
Concrete street rehab	100,000		
Electricity	45,090		
Equipment rental	3,000		
Pavement striping	35,000		
Rear Yard Drain Program	75,000		
Sidewalk slabjacking	20,000		
Sidewalk, curb & gutter repair	75,000		
Street sealing	75,000		
Trucking services	2,000		
Waste disposal fee	20,000		
Storm Sewer Cleaning	50,000		
Other Services	194,000		
<u>Commodities:</u>			
Asphalt	60,000		
Catch basin & pipe	10,000		
Chemicals	3,000		
Concrete	15,000		
Crackfilling material	5,000		
Guard rails & fence materials	10,000		
Pavement Blades	2,000		
Sand, stone, brick & cement	3,000		
Signs, posts & paint	45,000		
Small tools	3,500		
Sweeper parts & brooms	2,000		
Uniforms	15,000		
Other Supplies	13,000		
<u>Repair and Maintenance:</u>			
Buildings	8,500		
Ditch Maintenance	5,000		
Lift Stations, Pumps & Motors	11,000		

Annual Budget For The Fiscal Year Beginning
May 1, 2009 And Ending April 30, 2010

	Amount Budgeted	Amount Payable From Other Sources	Amount To Be Raised By Tax Levy
<u>Capital Outlay:</u>			
Vehicles			
Mobile Equipment	56,600		
Storm Sewers	25,000		
Roadway Improvements	5,775,000		
Land Improvements	110,000		
<u>Interdepartmental Charges:</u>			
Central Garage Services	468,330		
Total Street & Alley Maintenance	7,721,500	7,680,100	41,400
Snow Removal & Ice Control			
<u>Personal Services:</u>			
Overtime - Full Time	205,000		
<u>Employee Benefits</u>			
City IMRF	25,200		
City FICA-Social Security	12,800		
City FICA-Medicare	3,000		
Group Term Life Insurance	650		
<u>Contractual Services:</u>			
Snow Removal	60,000		
Other Services	2,500		
<u>Commodities:</u>			
Minor Equipment	3,500		
Salt	157,500		
Sand, Chloride & Abrasives	6,500		
Other Supplies	2,500		
<u>Repair & Maintenance:</u>			
Parts & Materials	40,000		
<u>Interdepartmental Charges:</u>			
Central Garage Services	10,000		
Total Snow Removal & Ice Control	529,150	488,150	41,000
Forestry			
<u>Personal Services:</u>			
Wages-Full Time	640,200		
Wages-Part Time	15,000		
Overtime - Full Time	15,300		
Sick Payout	8,000		
<u>Employee Benefits</u>			
City IMRF	79,700		
City FICA-Social Security	42,100		
City FICA-Medicare	9,900		
Group Term Life Insurance	1,140		
<u>Contractual Services:</u>			
Private DED Removals	60,000		
Equipment Rental	4,000		
Landscaping Maintenance	80,000		
Tree Waste Disposal	45,000		
Trucking Services	4,000		
Public DED Removals	264,000		
DED Injection Program	20,000		
Other Services	12,000		
<u>Commodities:</u>			
Chemicals	7,500		
Landscaping Materials	19,000		
Plant Materials	8,000		
Seed	7,000		
Small Tools	7,000		
Sod	2,000		
Topsoil	10,000		

Annual Budget For The Fiscal Year Beginning
May 1, 2009 And Ending April 30, 2010

	<u>Amount Budgeted</u>	<u>Amount Payable From Other Sources</u>	<u>Amount To Be Raised By Tax Levy</u>
Other Supplies	14,000		
<u>Repairs and Maintenance:</u>			
Equipment	3,000		
<u>Capital Outlay:</u>			
Vehicles	170,000		
Miscellaneous Equipment	4,000		
<u>Interdepartmental Charges:</u>			
Central Garage Services	331,060		
Total Forestry	<u>1,882,900</u>	<u>1,793,830</u>	<u>89,070</u>

Electrical

<u>Personal Services:</u>			
Wages-Full Time	153,200		
Wages-Part Time	3,700		
Overtime - Full Time	2,700		
Sick Payout	3,000		
<u>Employee Benefits</u>			
City IMRF	19,100		
City FICA-Social Security	10,100		
City FICA-Medicare	2,400		
Group Term Life Insurance	250		
<u>Contractual Services:</u>			
Electricity	213,150		
Equipment Rental	1,000		
Painting	50,000		
Signal Maintenance	5,000		
<u>Commodities:</u>			
Cable	12,000		
Lamps	20,000		
Luminaries	45,000		
Panels	4,000		
Small Tools	2,500		
Standards	40,000		
Traffic Signals Parts	25,000		
Conduit	2,000		
Handholes	2,500		
Other Supplies	30,000		
<u>Repair and Maintenance:</u>			
Equipment	6,500		
Traffic Signals	5,000		
<u>Capital Outlay:</u>			
Mobile Equipment	18,500		
Traffic Signals	20,000		
<u>Interdepartmental Charges:</u>			
Central Garage Services	109,010		
Total Electrical	<u>805,610</u>	<u>805,610</u>	

Rubbish Disposal

<u>Contractual Services:</u>	
Leaf Pickup	111,600
Rubbish Collection	2,457,000
Yard Waste Program	227,800
<u>Commodities:</u>	
Other Supplies	15,800
<u>Other Expenses:</u>	
Recycling Education Program	2,000

Annual Budget For The Fiscal Year Beginning
May 1, 2009 And Ending April 30, 2010

	Amount Budgeted	Amount Payable From Other Sources	Amount To Be Raised By Tax Levy
<u>Interdepartmental Charges:</u>			
Data Processing	48,100		
Total Rubbish Disposal	2,862,300	2,862,300	
Muni. Bldgs. - Repair and Mnt.			
<u>Personal Services:</u>			
Wages-Full Time	202,200		
Wages-Part Time	15,000		
Overtime - Full Time	10,600		
Sick Payout	1,600		
<u>Employee Benefits</u>			
City IMRF	27,100		
City FICA-Social Security	14,300		
City FICA-Medicare	3,400		
Group Term Life Insurance	160		
<u>Contractual Services:</u>			
Custodial Service	85,000		
Electricity	1,070		
Elevator Maintenance	2,000		
Fuel	62,240		
<u>Commodities:</u>			
Janitorial Supplies	26,000		
Small Tools	5,000		
Other Supplies	10,000		
<u>Repair & Maintenance:</u>			
Building	100,000		
<u>Other Expenses:</u>			
110 Cottage Hill	52,000		
<u>Insurance:</u>			
Fire Insurance	4,680		
<u>Capital Outlay:</u>			
Mobile Equipment	10,000		
Building Improvements	85,000		
Miscellaneous Equipment	8,000		
Total Municipal Buildings	725,350	725,350	
Central Equip. Maint.			
<u>Personal Services:</u>			
Wages-Full Time	623,400		
Wages-Part Time	15,800		
Overtime - Full Time	9,100		
Sick Payout	2,800		
<u>Employee Benefits</u>			
City IMRF	77,700		
City FICA-Social Security	40,400		
City FICA-Medicare	9,500		
Group Term Life Insurance	1,160		
<u>Commodities:</u>			
Diesel Fuel	280,000		
Gasoline	340,000		
Janitorial Supplies	4,500		
Oil and Grease	25,000		
Small Tools	6,500		
Other Supplies	20,000		
<u>Repairs and Maintenance:</u>			
Building	3,000		
Commercial Repairs	120,000		
Equipment	6,500		
Parts and Materials	200,000		
Tires and Tubes	45,000		

Annual Budget For The Fiscal Year Beginning
May 1, 2009 And Ending April 30, 2010

	Amount Budgeted	Amount Payable From Other Sources	Amount To Be Raised By Tax Levy
<u>Other Expenses:</u>			
Vehicle Licenses	4,000		
<u>Insurance:</u>			
Fleet Insurance	15,320		
<u>Capital Outlay:</u>			
Software	145,000		
Miscellaneous Equipment	66,000		
Total Central Equipment Maintenance	2,060,680	2,060,680	
Public Benefits			
<u>Capital Outlay</u>			
Street Improvements	1,120,000		
Sidewalk Improvements	240,000		
Total Public Benefits	1,360,000	1,360,000	
Human Services			
<u>Other Expenses</u>			
Senior Citizens Council	32,000		
Disabled Taxi Subsidy	5,000		
Senior' Assistance Program	67,000		
Seniors' Taxi Subsidy	70,000		
Youth Commission	6,000		
Senior Citizens Commission	3,000		
Total Human Services	183,000	183,000	
Public Health			
<u>Contractual Services:</u>			
Ambulance Service	403,635		
Mosquito Abatement	206,700		
Total Public Health	610,335	318,441	291,894
Historical Museum			
<u>Personal Services:</u>			
Wages-Full Time	307,600		
Wages-Part Time	118,400		
Sick Payout	2,500		
<u>Employee Benefits</u>			
City IMRF	40,000		
City FICA-Social Security	26,600		
City FICA-Medicare	6,300		
Health Insurance	57,840		
Dental Insurance	4,010		
Group Term Life Insurance	1,450		
<u>Contractual Services:</u>			
Duplicating	340		
Fuel	300		
Postage	16,000		
Professional Services	25,800		
Conservation of Artifacts	2,000		
Telephone	5,700		
Other Services	5,000		
<u>Commodities:</u>			
Data Processing Software	8,300		
Minor Equipment	500		
Office Supplies	4,200		
Resale Merchandise	2,500		
Other Supplies	3,000		
<u>Repairs and Maintenance:</u>			
Building	23,100		
Equipment	2,000		

Annual Budget For The Fiscal Year Beginning
May 1, 2009 And Ending April 30, 2010

	Amount Budgeted	Amount Payable From Other Sources	Amount To Be Raised By Tax Levy
Office Equipment	500		
Other Repairs	400		
<u>Other Expenses:</u>			
Travel and Conference Expense	3,000		
Grant EHS	14,600		
Memberships	3,000		
EHMF Endowment	9,000		
Personnel Recruitment	1,200		
Exhibitions	25,000		
Rentals	42,000		
Subscriptions	1,000		
Travel	1,000		
Archives/Manuscripts	2,000		
Educational Programs	16,400		
Other Expenses	10,000		
<u>Insurance:</u>			
Fine Arts Insurance	2,800		
Fire and Contents Insurance	4,030		
<u>Capital Outlay:</u>			
Furniture and Fixtures	13,000		
Office Equipment	5,000		
Building Improvements	440,000		
Miscellaneous Equipment	24,000		
<u>Interdepartmental Charges:</u>			
Data Processing	28,860		
Total Museums	1,310,230	1,310,230	
Visitor & Tourism			
<u>Personal Services:</u>			
Wages-Part Time	26,500		
<u>Employee Benefits</u>			
City IMRF	3,200		
City FICA-Social Security	1,700		
City FICA-Medicare	400		
<u>Contractual Services:</u>			
Professional Services	5,000		
Telephone	300		
<u>Commodities</u>			
Office Supplies	100		
<u>Other Expenses:</u>			
Holiday Decorations	24,000		
Travel and Conference Expense	500		
Community Grant Program	131,500		
Public Information Program	25,000		
Subscriptions	50		
Other Expenses	15,000		
Total Visitor & Tourism	233,250	233,250	
Cable Television			
<u>Contractual Services:</u>			
Professional Services	96,000		
Telephone	790		
<u>Commodities:</u>			
Minor Equipment	400		
Video Cassettes	2,300		
<u>Repairs and Maintenance:</u>			
Equipment	500		

Annual Budget For The Fiscal Year Beginning
May 1, 2009 And Ending April 30, 2010

	Amount Budgeted	Amount Payable From Other Sources	Amount To Be Raised By Tax Levy
<u>Capital Outlay:</u>			
Miscellaneous Equipment	2,000		
Total Cable Television	101,990	101,990	
Transfers (Other Financing Uses)			
<u>Interfund Transfers:</u>			
Transfer To Debt Svc G O Bonds	419,375		
Total Transfers (Other Financing Uses)	419,375	419,375	
 Total General Fund	 <u>51,680,063</u>	 <u>46,840,224</u>	 <u>4,839,839</u>

<u>Library Fund</u>	
<u>Personal Services</u>	
Wages-Full Time - Library	1,547,000
Wages-Part Time - Library	1,402,000
Overtime-Full Time - Library	119,000
<u>Employee Benefits</u>	
City IMRF	200,000
City FICA-Social Security	181,000
City FICA-Medicare	43,500
Health Insurance	224,000
Dental Insurance	12,500
Group Term Life Insurance	6,000
Worker's Compensation	10,000
Unemployment Compensation	1,000
<u>Contractual Services</u>	
Audit	2,500
Automated Circ. System	60,000
Banking Expense	500
Custodial Services	75,000
Fuel	40,000
Programs	99,000
OCLC-On Line Catalog	
Postage	18,000
Professional Services	165,000
Public Information	55,000
Telephone	21,000
Water	16,000
Other Services	2,000
<u>Commodities</u>	
Audio Cassettes	80,000
Books	783,900
Janitorial Supplies	24,000
Minor Equipment	7,000
Office & Catalog Supplies	48,000
Other Non-Print Material	3,100
Other Printed Materials	2,000
Periodicals	45,000
Compact Discs	25,000
Stationery & Printing	3,000
Video Cassettes/DVDs	63,000
CD ROM	13,500
Other Supplies	67,600
<u>Repairs and Maintenance</u>	
Building	60,000
Equipment	125,000
Grounds	24,000
Parking Lots	5,000

Annual Budget For The Fiscal Year Beginning
May 1, 2009 And Ending April 30, 2010

	Amount Budgeted	Amount Payable From Other Sources	Amount To Be Raised By Tax Levy
<u>Other Expenses</u>			
Bindings	500		
Training/Conference Expense	20,000		
Contingent	2,000		
Memberships	13,000		
Rentals	16,500		
Sundry	14,000		
<u>Insurance</u>			
Fire and Contents Insurance	32,000		
<u>Capital Outlay</u>			
Furniture and Fixtures	45,000		
Land Improvements	5,000		
Building Improvements	6,900		
Miscellaneous Equipment	170,000		
<u>Interfund Transfers</u>			
Transfer to B&I Lib G O Bonds	1,426,000		
Total Library Fund	<u>7,430,000</u>	<u>760,000</u>	<u>6,670,000</u>
<u>Firefighter's Pension</u>			
<u>Contractual Services</u>			
Banking Expenses	34,000		
<u>Retirement Expense</u>			
Pensioners' Payments	1,845,000		
Administration	8,000		
Total Firefighter's Pension Fund	<u>1,887,000</u>	<u>464,510</u>	<u>1,422,490</u>
<u>Police Pension</u>			
<u>Contractual Services</u>			
Banking Expenses	46,000		
<u>Retirement Expense</u>			
Pensioners' Payments	2,835,000		
Administration	16,500		
Total Police Pension Fund	<u>2,897,500</u>	<u>928,112</u>	<u>1,969,388</u>
<u>Summary:</u>			
<u>General Fund</u>			
Fire Protection	8,323,120	4,861,135	3,461,985
Ambulance	403,635	111,741	291,894
Retirement Expense	1,410,790	324,830	1,085,960
Other	41,542,518	41,542,518	
Total General Fund	<u>51,680,063</u>	<u>46,840,224</u>	<u>4,839,839</u>
Library Fund	7,430,000	760,000	6,670,000
Firefighter's Pension Fund	1,887,000	464,510	1,422,490
Police Pension Fund	2,897,500	928,112	1,969,388
Total All Funds	<u>63,894,563</u>	<u>48,992,846</u>	<u>14,901,717</u>

Section 3. That the total current amount of Fourteen Million, Nine Hundred One Thousand, Seven Hundred Seventeen Dollars (\$14,901,717) as ascertained as aforesaid, be, and the same is hereby levied and assessed on all property subject to taxation within the City of Elmhurst according to the value of said property as the same is assessed and equalized for State and County purposes for the current year.

Section 4. That there is hereby certified to the County Clerks of Du Page and Cook Counties, Illinois, the several sums aforesaid, constituting said total amount Fourteen Million, Nine Hundred One Thousand, Seven Hundred Seventeen Dollars (\$14,901,717) which said total amount the City of Elmhurst requires to be raised by taxation for the current fiscal year, and the City Clerk is hereby ordered and directed to file with the County Clerks of DuPage and Cook Counties on or before the time required by law, a certified copy of this ordinance.

Section 5. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day
of _____, 2009

Ayes: _____ Nays: _____

Peter P. DiCianni III
Mayor

Patty Spencer, City Clerk

Ordinance: O-51-2009
pjo

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2009 and Ending April 30, 2010 of the City of Elmhurst, DuPage and Cook Counties, Illinois

ORIGINATOR: City Attorney/Finance Department

DESCRIPTION OF SUBJECT MATTER:

The City held a Truth in Taxation public hearing on November 16, 2009 regarding the proposed property tax levy for the Fiscal Year beginning May 1, 2009 and ending April 30, 2010. Pursuant to statute a tax levy Ordinance must be passed and approved and filed with the County Clerk no later than the last Tuesday in December (December 29th).

The proposed tax levy for the Fiscal Year beginning May 1, 2009 and ending April 30, 2010 is \$14,901,717.

Enclosed for your consideration is an Ordinance for the Levy and Assessment of Taxes for the Fiscal Year beginning May 1, 2009 and ending April 30, 2010 of the City of Elmhurst, DuPage and Cook Counties, Illinois.